



## Town Council - Meeting Agenda

February 17, 2026 @ 6:30pm  
Council Chambers - 1 Portland Avenue

[www.oobmaine.com/town-council](http://www.oobmaine.com/town-council)

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

### **PLEDGE OF ALLEGIANCE:**

### **ROLL CALL:**

### **ACKNOWLEDGEMENTS:**

### **GOOD & WELFARE:**

### **PRESENTATION:**

### **ACCEPTANCE OF MINUTES:**

Accept the minutes from the 2/3/2026 Regular Meeting and the 2/5/2026 Town Council Workshop.

Chair: Shawn O'Neill

**PUBLIC HEARING – ORDINANCE AMENDMENTS:**

**Public Hearing:** Shall the Town amend the Code of Ordinances, Chapter 34, Section 34-26 and Chapter 78, Sections 78-1, 78-212 (a), 78-213 (b), 78-717 (1), 78-721, 78-747 (1), 78-750, 78-802, 78-805, 78-832, 78-835, 78-992, 78- 994, 78-2128. The purpose of these amendments is to increase housing opportunities for J1 and H2B visa holders.

Chair: Shawn O’Neill

**PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:**

Erin McKinney, 18 Hampton Avenue, 319-5-5, 1 Year-Round Short-Term Rental

Eric Woodbury, 57 Old Salt Road #5, 211-1-14-5, 1 Year-Round Rental

Melissa Morrill, 52 Wild Dunes Way #17B, 105A-1-600-17B, 1 Year-Round Short-Term Rental

Chair: Shawn O’Neill

## PUBLIC HEARING

**Public Hearing:** Shall the Town consider a request from the Village at Pond View Woods Homeowners Association to accept title and to accept and establish as town ways those developed portions of Bouchard Court, Paige Avenue and Casey Lane as depicted on the subdivision plan entitled “Final Plan, Orchard Ridge Estates, Portland Avenue, Old Orchard Beach, Maine,” by BH2M, dated November 2014, recorded in the York County Registry of Deeds in Plan Book 375, Page 44, together with all of the rights appurtenant thereto and all guardrails, hydrants, curbing, catch basins and associated drainage piping situated in or under said roadway right of way, but specifically excluding any sidewalks, stormwater runoff systems, electrical, sewer, gas and other utility infrastructure, bollards, lampposts, lights and lighting facilities for all of which the Grantor reserves and retains an easement for the installation, use and maintenance thereof. Notwithstanding the grant of catch basins and associated drainage piping, the Grantor herein shall be responsible for the maintenance of any vegetated soil filters and stormwater facilities located outside the said right of way. As described in the Warranty Deed from The Village at Pond View Woods Homeowners Association to the Town of Old Orchard Beach, Maine, dated \_\_\_\_\_.

Chair: Shawn O’Neill

# TOWN MANAGER REPORT

**NEW BUSINESS:**

**AGENDA ITEM #8945**

**Discussion with Action:** Renew the liquor license for David Squared Holdings LLC, JJ's Eatery Too, 306-5-1, 12 Old Orchard Street Suite A, Class A Restaurant/Lounge, On-Premise, Beer, Wine & Spirits

Chair: Shawn O'Neill

**AGENDA ITEM #8946**

**Discussion with Action:** Renew the liquor license for Taqueria 207 LLC, Taqueria 207, 210-2-51, 2 Ocean Park Road, Class A Restaurant/Lounge, On-Premise, Beer, Wine & Spirits

Chair: Shawn O'Neill

## AGENDA ITEM #8947

**Discussion with Action:** Withdraw Authorization from the Treasurer, per 36 M.R.S.A., subsection 944, to record a waiver of foreclosure in the Registry of Deeds for the property at 11 Deer Isle Dr, Assessors record T0235-00000-00000, Joseph & Louise Inkpen, owner.

Chair: Shawn O'Neill

## AGENDA ITEM #8948

**Discussion with Action:** Approve the Special Event Permit application for the Town of Old Orchard Beach to hold the annual Memorial Day Parade to honor our country's veterans. The parade will be on Monday, May 25th, 2026, from 1:00p.m. to approximately 3:00 p.m. with an anticipated parade start at the Ballpark, traveling down Saco Ave, to Old Orchard Street, followed by First Street with an end at Memorial Park.

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 Town of Old Orchard Beach

Address of applicant 1 Portland Avenue, Old Orchard Beach, ME 04064  
City State Zip

Phone number of applicant ( 207 ) 934-4042 Fax ( 207 ) 934-7967

Cell phone ( ) \_\_\_\_\_ E-mail kmclaughlin@oobmaine.com

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

Town of Old Orchard Beach

Website address (if an Organization, Firm or Corporation) \_\_\_\_\_

Type of Event:

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

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

Memorial Day Parade and Ceremony to honor our Veterans

Will you be using tents? \_\_\_\_\_ YES X NO

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

\_\_\_\_\_  
\_\_\_\_\_

Will you be using staging?  YES  NO

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

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

Other: Podium in Memorial Park, and the Gazebo.

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 Kim McLaughlin, Town Clerk Work Phone ( ) SAME

Address \_\_\_\_\_  
City State Zip

Cell phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

E-mail \_\_\_\_\_

4. SET-UP Date for Event 05/25/2026 Day of Week MON from 8 a.m. to 1 p.m.

Date of Event 05/25/2026 Day of Week MON from 1 p.m. to 3 p.m.

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

TAKE-DOWN date \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

RAIN DATE(s) \_\_\_\_\_ Times \_\_\_\_\_

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

5. Location of the Event Ballpark Way, E. Emerson Cummings Blvd, Saco Avenue, Old Orchard Street, First Street and Memorial Park

(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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.

Yes, the route is outlined. There aren't any water stops.

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

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

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

Description of merchandise \_\_\_\_\_

10. Is the event a Charitable event? X YES    \_\_\_\_\_ NO

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

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

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

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

Town of Old Orchard Beach

12. List any Event Sponsors:

\_\_\_\_\_

Will admission be charged for the event? \_\_\_\_\_ YES    X \_\_\_\_\_ NO

Will participants be charged for parking? Spectators will use the municipal lots or on-street parking kiosks. Request free spots for Veterans to park on First Street. YES \_\_\_\_\_ NO

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

X YES (if yes, please list dates): prior to the 1970's to present

\_\_\_\_ 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) : Fire/Police needed for blocking streets, police to lead parade, and Police Honor Guard, and Public Works for barricades and trash barrels.

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

Times: \_\_\_\_\_ How many? \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

N/A

Will audible devices be used at this event?  YES  NO

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

Sirens, loud speakers, bands \_\_\_\_\_  
\_\_\_\_\_

Where will the event attendees/participants park? Ballpark, Loranger School lots, municipal lots and on-street parking.

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: Parking for trailer trucks and buses in the Ballpark.  
\_\_\_\_\_

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.

Town of Old Orchard Beach responsible for removal of any trash, although trash should be at a minimum. Request for Public Works to place trash barrels in the Ballpark parking lot.

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

If yes, number needed and location To be worked out with Police/Public Works. Will be the same as last years.

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? Yes, for barricades and trash barrels.

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

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

If yes, explain: \_\_\_\_\_

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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.

Signage not needed, other than advertising on electronic signs.

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

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

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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   X   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:

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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 \_\_\_X\_\_\_ No

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

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

What time/date will the fireworks display occur? \_\_\_\_\_

21. Will there be any kind of animals at this event? (e.g. petting zoo, pony rides, etc.) \_\_\_X\_\_\_ YES \_\_\_NO

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

Animals may be marching in the parade.

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

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

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

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

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

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

Yes, it has been provided with the application;  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?  Will request use of Loranger School parking lot.
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## **SPECIAL EVENT PERMIT AGREEMENT**

I, Kim McLaughlin, Town Clerk on behalf of the Town of Old Orchard Beach  
(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. KMM **(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: Kim McLaughlin  
(authorized representative)

Date: 1-24-2026

Print name: Kim McLaughlin

Print Organization Name (if applicable): Town of Old Orchard Beach

**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

SEE ATTACHED PARADE ROUTE.

## AGENDA ITEM #8949

**Discussion with Action:** Approve the Special Event Permit application for Tony Myatt to hold a 10k on the beach and East Grand Avenue on Sunday, October 11th, 2026, 9:00 am to 1:00 pm. They will race on the beach from the Pier to Pine Point and race back on East Grand Avenue ending in the Square. Request to close the square during the race hours, for the finish line. Requirement of one police officer for traffic control. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least one month 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 Tony Myatt

Address of applicant 22 Romasco Ln Portland, ME 04101  
City State Zip

Phone number of applicant (207) 272 7731 Fax ( )

Cell phone ( ) same E-mail Tonedog86@aol.com

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

A Running Passion & Animal Refuge League

Website address (if an Organization, Firm or Corporation) \_\_\_\_\_

Type of Event:

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

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

10K on Old Orchard Beach from Pier to Pine Point  
back on E Grand Ave finishing @ caldesack in front of  
Pier.

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: (Bullhorn) Megaphone for pre-event announcements

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 Tony Myatt Work Phone (203) 272-7731

Address see page 2 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

4. **Sunday October 11th 9AM-1PM**

Date of Event " Day of Week " from " to "

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

TAKE-DOWN date n/a Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

RAIN DATE(s) \_\_\_\_\_ Times \_\_\_\_\_

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

5. Location of the Event Old Orchard Pier area of beach  
(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.

Runners/Walkers will return from Pine Pt to Pier  
via E Grand Ave against traffic @ all times some <sup>on</sup> sidewalk

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

Bottled Water @ Finish, possible water <sup>stop</sup>  
Pine Point Beach

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 ~~RSU~~

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:

Jimmy the Greeks \_\_\_\_\_  
\_\_\_\_\_

Will admission be charged for the event? \_\_\_\_\_ YES  NO

Will participants be charged for parking? \_\_\_\_\_ YES  NO

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

\_\_\_\_ YES (If yes, please list dates): \_\_\_\_\_

NO

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

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

Volunteers @ turns & major intersections

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

Times: 10AM - 1PM How many? 5-10

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

n/a

Will audible devices be used at this event?  YES  NO

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

\_\_\_\_\_

Where will the event attendees/participants park? legal parking spots on streets

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: just my car @ the finish line on caldesack

\_\_\_\_\_

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.

all waste is recycled by me

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

If yes, number needed and location \_\_\_\_\_

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

YES  NO If yes, please describe:

\_\_\_\_\_

Is any other public works assistance needed? NO

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

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

YES  NO

If yes, explain: \_\_\_\_\_

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 other than cones w/ numbers indicating mile marking for runners

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:

n/a

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

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

(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 1<sup>st</sup> through August 31<sup>st</sup> 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, Tony Myatt on behalf of A Running Passion  
(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. GAM (initial)
3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
4. Town property shall not be removed from the premises including but not limited to benches, trashcans, tables, chairs, fencing, signs, etc.
5. Premises will be left in as good a condition as received except for reasonable wear and tear. All trash will be disposed of properly within 12 hours of the end of the event. I accept responsibility for any damages that might occur during the period of use.
6. To comply with all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard Beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

10. The facility/area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.

11. I understand that the Town of Old Orchard Beach has no responsibility for equipment and/or items of personal property at the location at any time.

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

13. Events are considered rain/shine. Refunds are not issued if the event does not occur.

14. The permit does not authorize alcohol on any public property, including, but not limited to the beach, Memorial Park, streets and sidewalks.

15. Consumer fireworks are illegal in Old Orchard Beach.

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

Signature: G. Anthony Myatt Date: 10-15-2025  
(authorized representative)

Print name: G. Anthony (Tony) Myatt

Print Organization Name (if applicable): A Running Passion

## Kim McLaughlin

---

**From:** Tony <tonedog86@aol.com>  
**Sent:** Monday, October 13, 2025 10:24 AM  
**To:** Kim McLaughlin; Elise Chard  
**Subject:** 2026 permit Beach and Road 10K  
**Attachments:** permit app.docx

Hi Kim and Elise,  
Hope you are enjoying your holiday weekend. You can disregard the previous emails about bathrooms as they were open and we were able to use them.

Attached in the permit app for 2026 Beach and Road 10K Sunday October 11th 2026 10:30AM. The \$50 permit fee check is being processed. Details below here.

Elise, if I can have the exact total owed for the officer detail on Sunday that would be great so I can process that check asap. I will give you the details which will look like the permit check below here when I get the total owed. I will reach out again in the summer or you can book one officer now for next year if you wish.

Please pass along I enjoyed working with Officer Ciampi. He helped my Dad and Brother with track years ago and recognized me once I got out of my car such a small world.

I will purchase insurance like I always do but cannot do that until after January 1st.

Other than insurance am I ok to begin moving forward with next year's event?

Call me with any questions if you need to 207-272-7731. Thanks so much.

Tony Myatt

## Payments Submitted

### Town of Old Orchard Beach Maine\*<sub>oob</sub>

Your \$50.00 payment from ADV PLUS BANKING \*7191 has been submitted.

[View Details](#) Opens a dialog of the payment to Town of Old Orchard Beach Maine \*<sub>oob</sub> for \$50.00 on 10-20-2025

Beach and Road 10K Permit 2026

**Memo**

XX88B-BJBMB

**Confirmation**

PAPER CHECK



**DELIVER BY**

OctoberOctober20(Estimated)press enter to open tooltip

MISCELLANEOUS PAYMENT RECPT#: 676812  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 10/21/25            TIME: 08:52:23  
CLERK: clopresti        DEPT:  
CUSTOMER#:

COMMENT: SPEC EVENT PERMIT

CHG: TCREC    TOWN CLERK RECE            50.00

AMOUNT PAID:            50.00

PAID BY:            TONY MYATT 10K  
PAYMENT METH: CHECK  
0040462111

REFERENCE:        TONY MYATT 1

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

## AGENDA ITEM #8950

**Discussion with Action:** Approve the quote from C2 Vehicles for the purchase of a 2021 Club Car Carryall 700 Electric Utility Vehicle in the amount of \$11,408.74 from account #51002-50922 CIP Recreational Equipment with a balance of \$14,234.28.

Chair: Shawn O'Neill



Memories Start Here

Town Of Old Orchard Beach Park & Recreation  
7 Ballpark Way, Old Orchard Beach, ME 04064  
207.423.2044 (Cell) Best Number  
207.934.0860  
Jwebber@oobmaine.com  
[www.oobmaine.com](http://www.oobmaine.com)  
OoBRec.com

**From:** Jason Webber, Recreation Director

**Date:** 2/4/2026

**Subject:** Request for Approval – Utility Golf Cart Purchase for OOB Recreation Department

I am requesting approval to purchase a utility golf cart for the Old Orchard Beach Recreation Department to support transportation, maintenance, and logistical operations, particularly at the Ballpark. This vehicle will significantly improve operational efficiency and enhance service delivery for events, programs, and daily facility needs.

During the vendor review process, staff contacted multiple golf cart vendors to identify available utility vehicles that would meet the department's needs. Only two vendors were able to provide viable options.

C2 Vehicles provided a quote for a 2021 Club Car Carryall 700 Electric Utility Vehicle, white with cab and stake-side configuration, at a total cost of \$11,408.74. After discussions with the sales representative, we were advised that although the unit is used, it is in very good condition and is well-suited for Ballpark operations. The same vendor also quoted a new gas utility vehicle at \$14,933.97, but strongly recommended the 2021 electric unit as the best value and most appropriate option for our needs.

It should also be noted that C2 Vehicles currently provides three golf carts to the Ballpark at no cost, demonstrating an ongoing partnership and support of the Recreation Department.

New England Golf Cart did not have any used utility vehicles available. Their pricing for new units was \$20,525 for a gas utility vehicle and \$21,025 for an electric utility vehicle, both significantly higher than the proposed option.

Additional outreach was made to 5 Star Golf Carts and Goudreau & Sons Golf Carts; however, neither vendor had a comparable utility vehicle available, and therefore quotes could not be obtained.

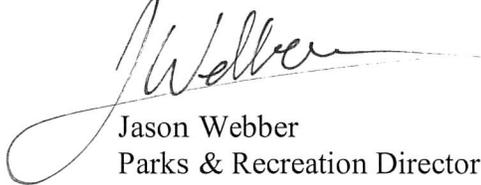
Based on availability, condition, cost, and operational suitability, I am recommending the purchase of the 2021 Club Car Carryall 700 Electric Utility Vehicle with cab and stake side from C2 Vehicles.



I respectfully request approval to fund this purchase from CIP Account 51002-50922, which currently has an available balance of \$15,000.

Please let me know if additional information is required or if further discussion would be helpful.

Respectfully submitted,



Jason Webber  
Parks & Recreation Director



# VEHICLES

Wareham, MA | Greenfield, MA | Saco, ME | Hooksett, NH | S. Burlington, VT

### Customer

## OOB Department of Recreation

### Delivery Contact

Town of Old Orchard Beach Department of Recreation

#### Bill To

OOB Department of Recreation  
7 Ballpark Way  
Old Orchard Beach, ME 04064  
United States

#### Ship To

OOB Department of Recreation  
7 Ballpark Way  
Old Orchard Beach, ME 04064

#### CCE Delivery Contact

Todd Cyr 207-615-7777 tcyr@c2vehicles.com

#### Contract Type

#### Sales Rep

Christian McCrory

#### Customer Contact

Town of Old Orchard Beach Department of Recreation

#### Customer Phone

305-979-7446

#### Customer Email

fperez@oobmaine.com

#### Quote Valid Until

10/03/2025

#### Amount

\$11,076.45

#### Delivery Date Week Of

10/27/2025

Blower  
Enclosed Cab  
Bed 68L 49 1/2 with  
Wiper

### Products

Category	Item	Quantity	Unit Price	Discount	Total
Vehicles	2021 CARRYALL 700 ELE WHITE CAB STAKE SIDE Club Car CC21CA700EWCABSS	1	\$10,499.00		\$10,499.00
Trade-in					
Delivery Charge					\$0.00
Sales Tax	ME 5.5%		\$577.45		\$577.45
<b>Grand Total</b>					<b>\$11,076.45</b>
<b>Less Deposit</b>					
<b>Net Due</b>					<b>\$11,076.45</b>
<b>Credit Card Net Due</b>					<b>\$11,408.74</b>



# VEHICLES

## COUNTRY CLUB ENTERPRISES, LLC PRICE QUOTE AND ORDER CONFIRMATION TERMS & CONDITIONS

By accepting the attached Price Quote and Order Confirmation, Customer is entering into a legally binding contract with Country Club Enterprises, LLC (dba C2 Vehicles or C2V) and agrees to the terms and conditions below. Please carefully review this document as it contains important information about the vehicle purchase, pricing, liabilities, warranties, and legal responsibilities.

### PRICING

The Price Quote is valid for 30 days from the proposal date and may be adjusted due to manufacturer price changes before final payment and/or delivery. Price quotes are subject to prior sales until a valid C2V Order Confirmation is signed. Typographical errors are subject to correction. A credit card convenience fee of 3% will be applied to all transactions. This fee covers the processing costs associated with credit card payments. This fee does not apply to other payment methods like cash, check, or ACH.

### PAYMENT

Order Confirmations require payment per the Price Quote. Failure to make full payment renders the Price Quote and Order Confirmation void. Preferred payment methods are ACH or credit card through our online portal. We also accept checks, wires, or financing agreements. Cash payments are discouraged for security reasons.

### CANCELLATIONS AND CHANGE ORDERS

Once an Order Confirmation is completed, it becomes non-refundable and non-cancelable. Approved change orders are subject to additional charges for parts, labor, pickup, and delivery.

### DELAYS IN DELIVERY

Estimated delivery dates are not guaranteed due to possible supply chain delays beyond C2V's control. C2V is not responsible for any delivery delays or resulting damages. Cancellation of any order requires written consent from C2V.

### INSPECTION UPON DELIVERY

Customer must inspect and approve the vehicle upon delivery, reporting any defects immediately to C2V.

### LIMITATION OF LIABILITY

- (a) The remedies of Customer, or any owner, user, employee, guest, or passenger in the vehicle (the "End User") are limited to those expressly set forth under the Agreement and are the exclusive and sole remedy for the Customer or End User.
- (b) Except for claims for personal injury caused by C2V's or Manufacturer's gross negligence or willful misconduct, C2V or the Manufacturer's (or their associated, affiliated, subsidiaries or holding companies) maximum liability to the Customer or End User for, under or in connection with the Agreement, or any products or services supplied by C2V or the Manufacturer under or related to this Agreement, whether in contract, tort (including negligence), under any statute, or otherwise, shall not exceed, in respect of each event or series of connected events, the purchase price of the product upon which such liability is based.
- (c) C2V or the Manufacturer (or its associated, affiliated, subsidiary or holding companies) will not be liable to Customer or End User under or in connection with this Agreement or any collateral contract, or any products or services supplied by C2V or the Manufacturer under or related to this Agreement, for any loss of profit, loss of income or contract, loss of goodwill, or for special, incidental, punitive, treble, indirect, or consequential loss or



# VEHICLES

damage or penalty of any kind whatsoever, whether based on or arising in tort (including negligence), breach of contract, statutory violation, or otherwise.

(d) This section shall survive termination of this Agreement or any use of the vehicle by Customer or End User.

## WARRANTY

C2V does not provide warranties, except those given by the manufacturer or covered by the Green and Gold CPO Warranty. Using the vehicle in unintended ways, altering it in any manner, or failing to perform required maintenance per the owner's manual by an authorized dealer voids the warranty.

## LOW SPEED VEHICLES

Customers purchasing Low-Speed Vehicles are responsible for complying with local and state laws regarding registration, permits, and licenses for road use.

## OWNERS MANUALS

The explanation of general maintenance, winter storage, and proper charging of electric powered vehicles has been provided during the purchase process of the vehicle(s) on this order. The purchaser has also been informed that owner's manuals, documents outlining proper winter storage, and charging can be found with this link- <https://c2vehicles.com/pages/resources>

This quote is accepted and agreed to by the Customer, to be effective as of the date of Signature.

\signature1\  
\_\_\_\_\_

Customer Signature

\date1\  
\_\_\_\_\_

Date



# VEHICLES

Wareham, MA | Greenfield, MA | Saco, ME | Hooksett, NH | S. Burlington, VT

## Customer

### OOB Department of Recreation

#### Delivery Contact

Town of Old Orchard Beach Department of Recreation

#### Bill To

OOB Department of Recreation  
7 Ballpark Way  
Old Orchard Beach, ME 04064  
United States

#### Ship To

OOB Department of Recreation  
7 Ballpark Way  
Old Orchard Beach, ME 04064

#### CCE Delivery Contact

Todd Cyr 207-615-7777 tcyr@c2vehicles.com

#### Contract Type

#### Sales Rep

Christian McCrory

#### Customer Contact

Town of Old Orchard Beach Department of Recreation

#### Customer Phone

305-979-7446

#### Customer Email

fperez@oobmaine.com

#### Quote Valid Until

10/03/2025

#### Amount

\$14,499.00

#### Delivery Date Week Of

10/27/2025

## Products

Category	Item	Quantity	Unit Price	Discount	Total
Vehicles	NEW CAR NEEDS TO BE ORDERED FROM CLUB CAR Club Car 2026 Carryall 500 Gas flatbed	1	\$14,499.00		\$14,499.00
Trade-in					
Delivery Charge					\$0.00
Sales Tax	Tax Exempt 0%		\$0.00		\$0.00
<b>Grand Total</b>					<b>\$14,499.00</b>
<b>Less Deposit</b>					
<b>Net Due</b>					<b>\$14,499.00</b>
<b>Credit Card Net Due</b>					<b>\$14,933.97</b>



# VEHICLES

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### INSPECTION UPON DELIVERY

Customer must inspect and approve the vehicle upon delivery, reporting any defects immediately to C2V.

### LIMITATION OF LIABILITY

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(b) Except for claims for personal injury caused by C2V's or Manufacturer's gross negligence or willful misconduct, C2V or the Manufacturer's (or their associated, affiliated, subsidiaries or holding companies) maximum liability to the Customer or End User for, under or in connection with the Agreement, or any products or services supplied by C2V or the Manufacturer under or related to this Agreement, whether in contract, tort (including negligence), under any statute, or otherwise, shall not exceed, in respect of each event or series of connected events, the purchase price of the product upon which such liability is based.

(c) C2V or the Manufacturer (or its associated, affiliated, subsidiary or holding companies) will not be liable to Customer or End User under or in connection with this Agreement or any collateral contract, or any products or services supplied by C2V or the Manufacturer under or related to this Agreement, for any loss of profit, loss of income or contract, loss of goodwill, or for special, incidental, punitive, treble, indirect, or consequential loss or



# VEHICLES

damage or penalty of any kind whatsoever, whether based on or arising in tort (including negligence), breach of contract, statutory violation, or otherwise.

(d) This section shall survive termination of this Agreement or any use of the vehicle by Customer or End User.

## WARRANTY

C2V does not provide warranties, except those given by the manufacturer or covered by the Green and Gold CPO Warranty. Using the vehicle in unintended ways, altering it in any manner, or failing to perform required maintenance per the owner's manual by an authorized dealer voids the warranty.

## LOW SPEED VEHICLES

Customers purchasing Low-Speed Vehicles are responsible for complying with local and state laws regarding registration, permits, and licenses for road use.

## OWNERS MANUALS

The explanation of general maintenance, winter storage, and proper charging of electric powered vehicles has been provided during the purchase process of the vehicle(s) on this order. The purchaser has also been informed that owner's manuals, documents outlining proper winter storage, and charging can be found with this link- <https://c2vehicles.com/pages/resources>

**This quote is accepted and agreed to by the Customer, to be effective as of the date of Signature.**

\signature1\  
\_\_\_\_\_

**Customer Signature**

\date1\  
\_\_\_\_\_

**Date**



OVERALL LENGTH	342.9 (283 cm)
OVERALL WIDTH	53.5 in (136 cm)
OVERALL HEIGHT (NO SUN TOP)	48.8 in (124 cm)
WHEELBASE	96 in (249 cm)
FRONT WHEEL TREAD	34.5 in (88 cm)
REAR WHEEL TREAD	39.5 in (101 cm)
MINIMUM GROUND CLEARANCE	6.3 in (16 cm)
CURB WEIGHT (WITH BATTERY, OIL AND GASOLINE)	447 kg (985 lb)
FLOOR BOARD HEIGHT	13.4 in (34 cm)

**GENERAL**

FUEL TANK CAPACITY	22 liters (5.8 gallons)
TIRE SIZE	205/RES-10 4-PLY
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Glacier
AVAILABLE SEAT COLORS	Standard: Black   Optional: Stone
AVAILABLE SUN TOP COLOR	Standard: Black
WARRANTY	Standard 2-year limited vehicle warranty

**ENGINE / DRIVE TRAIN / POWER SUPPLY**

ENGINE TYPE	Yamaha-built, 357 cc, low-emission single cylinder 60° inline OHV
LUBRICATION SYSTEM	Splash-style positive oil lubrication
OIL CAPACITY	1 U.S. quart (1 liter, 1000 cc)
AIR CLEANER	Two-stage, urethane-foam pre-cleaner, and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
FUEL SYSTEM	Electronic Fuel Injection
STARTING SYSTEM	Starter generator with pedal start system

**CHASSIS**

FRAME	HybridCore™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step high-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Molded in polypropylene for Glacier color
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tri-Trak 31™ fully independent automotive-style strut suspension
REAR SUSPENSION	Fully independent automotive-style strut suspension
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
BUMPERS	Front and rear 5 mph energy-absorbing bumpers

**CARGO BED SIZE**

LENGTH	70 in (177.8 cm)
WIDTH	47 in (119.4 cm)
HEIGHT	7.8 in (20 cm)
CARGO BED CAPACITY	800 lb



115 Merrimack Street  
 Methuen, MA 01844  
[www.NewEnglandGolfCars.com](http://www.NewEnglandGolfCars.com)  
 978-664-9000



TO: Old Orchard Beach  
 ATTN: Frank Perez  
 PHO: (305) 979-7446  
 EMAIL: fperez@oobmaine.com

DATE: 2/3/2026

QTY	DESCRIPTION	TOTAL
1	<u>2026 Yamaha Superhailer PowerTech AC Electric Utility Golf Car</u> Color: Glacier White **2 Year Warranty**	\$ 15,100.00
	Equipped With: Over Molded Steering Wheel, Dual USB Ports, Battery Charger LED Headlights, Taillights, Horn, Energy Gauge, Side Reflectors, 72" Flat Bed, 7" Removable Stake Sides, Black Bucket Seats, 20" PTV Tires	
	<b>Additional Options Installed:</b>	
	EDMUNDS 2-DOOR-CAB w/ WIPER KIT (White, Black, Gray, Beige, or Green)	\$ 5,500.00
	MR. HEATER 4,000 BTU RADIANT PROPANE HEATER	\$ 200.00
	<a href="http://yamahagolfcar.com/golf-car/commercial/drive2-adventurer-super-hauler/">yamahagolfcar.com/golf-car/commercial/drive2-adventurer-super-hauler/</a>	
	Delivery: Old Orchard Beach, ME	\$ 225.00

TAX EXEMPT

**QUOTE VALID FOR 14 DAYS** **TOTAL \$ 21,025.00**

Jacen Hudson 2/3/2026  
 Sales Associate DATE  
 jacen@newenglandgolfcars.com

**MUST BE PAID IN FULL ON OR BEFORE DELIVERY**  
**CREDIT CARDS USED FOR PAYMENT OVER \$5,000**  
**ARE SUBJECT TO AN ADDITIONAL 3% PROCESSING FEE**

Customer Signature DATE

OVERALL LENGTH	142.9 (363 cm)
OVERALL WIDTH	59.5 in (136 cm)
OVERALL HEIGHT (NO SUN TOP)	48.8 in (124 cm)
WHEELBASE	98 in (249 cm)
FRONT WHEEL TREAD	24.5 in (68 cm)
REAR WHEEL TREAD	38.2 in (97 cm)
MINIMUM GROUND CLEARANCE	5.5 in (14 cm)
CURB WEIGHT (WITH BATTERY)	594 kg (1310 lb)
FLOOR BOARD HEIGHT	13 in (33 cm)

<b>GENERAL</b>	
TIRE SIZE	R05/55-10 APPLY
SEATING CAPACITY	Two persons
AVAILABLE MODEL COLORS	Glacier
AVAILABLE SEAT COLORS	Standard: Black   Optional: Stone
AVAILABLE SUN TOP COLOR	Standard: Black
WARRANTY	Standard 3-year limited vehicle warranty

#### ENGINE / DRIVE TRAIN

MOTOR	48-volt AC
OUTPUT RATING	6.7 hp (5.0 kW)
MOTOR CONTROL UNIT	MEOS 358 amp AC controller by Toyota Industries Corporation
BATTERIES	Standard: Six 8-volt Trojan T-875 Batteries Optional: Eight 6-volt Trojan T-105 Batteries

#### CHASSIS

FRAME	HydraCore™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating and an electrostatic applied polyester/urethane powder to protect
BODY	Molded Polypropylene for Glacier color
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tro-Trac™ fully independent automotive-style strut suspension
REAR SUSPENSION	Unit swing arm with coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
BUMPERS	Front and rear 5 mph energy-absorbing bumpers

#### CARGO BED SIZE

LENGTH	46.4 in (1177.9 cm)
WIDTH	47 in (1193.4 cm)
HEIGHT	7.8 in (20 cm)
CARGO BED CAPACITY	800 lb

## AGENDA ITEM #8951

**Discussion with Action:** Approve the quote from System Electrical Services Co. Inc. for the installation of new conduit and wiring for the Ballpark Stadium Lighting project in the amount of \$36,400 from the Unassigned Fund Balance with a balance of \$12,500,002.44.

Chair: Shawn O'Neill



SYSTEMS ELECTRICAL SERVICES INC.

5 WESLEY STREET

CHELSEA, MA 02150

Office: (617)466-0920, Fax: (617)466-0923

# PROPOSAL

DATE: 2/6/26  
 TO: Old Orchard Beach  
 ATTENTION: Jason Webber  
 PROJECT TITLE: **Old Orchard Beach Ballfield Lighting Upgrades**  
 LOCATION: **14 Emerson Cummings Blvd. Old Orchard Beach, ME.**

Jason,

We are pleased to provide you with this proposal for the work associated with the above referenced project. Please see a detailed description of services below.

### SCOPE OF WORK

- Disconnect and abandon in place all existing wiring to field lighting.
- Demolish and dispose of all existing lighting controls.
- Furnish and install new underground conduit to (6) new MUSCO poles from electrical room.
- Furnish and install hand holes located at each pole per MUSCO requirements.
- Furnish and install new wiring between electric room (MUSCO controller) and new poles.
- Complete all wiring of controls and light poles to provide a functioning lighting system.
- Work to be performed during normal daytime hours

### EXCLUSIONS

1. All permit fees
2. Repair of any subsurface utility (sprinkler lines, electrical lines, etc.)

EXCAVATION/BACKFILL/RESTORATION:	\$22,180.00
CONDUIT/WIRING:	\$36,400.00
<b>TOTAL INVESTMENT:</b>	<b>\$58,580.00</b>

PAYMENT TERMS: 0% deposit due at acceptance (\$0.00)  
 MONTHLY PROGRESS BILLING

### **GENERAL NOTES:**

- SES to provide a One-Year warranty on material and installation (excluding materials supplied by others)
- Progress payment requisitions will be submitted per terms above
- Net 15 Days on all payment requisitions
- 1 ½% per month service charge will be added to all past due invoices

ACCEPTANCE OF PROPOSAL *This proposal becomes a legally binding contract when signed*

Contractor Signature

Customer Signature

*Nicholas D'Angelo Jr.*

Nicholas D'Angelo Jr.

Date:

## AGENDA ITEM #8952

**Discussion with Action:** Approve the quote from Allied Equipment for the purchase of three (3) sets of plow and wing blades in the amount of \$10,265.00 from account #20151-50452 Public Works Operating Equipment Expense with a balance of \$146,186.32.

Chair: Shawn O'Neill

# PURCHASE ORDER REQUEST FORM

Date: 2/03/26 Department: Public Works

Vendor #: 6547 (is vendor active in Munis? If not a vendor packet needs to be completed prior to requesting PO)

Vendor Name: ALLIED EQUIPMENT

Account (Org/Obj): 20151-50452

Current Account Balance: \$ 146186.32

Amount Requested: \$ 10265.00

- Copies of quotes if required, are they attached? Yes  No
- Copies of bids if required, are they attached? Yes  No
- Items to purchase \$5000 and over approved by Council? Yes  No 
  - Agenda Item # \_\_\_\_\_
  - Date approved \_\_\_\_\_

General Description: 3 COMPLETE SETS OF BLADES FOR THE PLOWS  
AND WINGS FOR 3 TRUCKS

Estimate, Quote or Itemized list included (enter items on attached table): Yes  No

- Quantity
- Cost for each
- Description of item
- Freight charge

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

Allied Equipment, LLC  
 4 Cal's Way - PO Box 455  
 Hartland, Maine USA 04943  
 833-255-4331 ph  
 207-512-1434 fax

# Quote

Date	Quote #
2/2/2026	4714

Name / Address
Old Orchard Beach, Town of 1 Portland Avenue Old Orchard Beach, Maine 04064



Rep	Project
JC	

Item	Description	Qty	Cost	Total
PB-XT-36	Blade, Carbide, Kueper High Performance Wave Edge 36"	6	465.00	2,790.00
PB-XT-48	Blade, Carbide, Kueper High Performance Wave Edge 48"	12	620.00	7,440.00
Freight In / Shipping	Freight In	1	35.00	35.00
	Each Plow takes 2- 4 foot and 1- 3 foot blade			
	Each Wing Takes 2- 4 foot and 1- 3 foot blade			
	This quote is for 3 complete sets of blades for the plows and wings for 3 trucks			
	6547			

**Prices listed herein are subject to change if additional Tariff charges are levied by the manufacturer or US Customs**

*Jason Curtis*

Sales Tax (5.5%)	\$0.00
<b>Total</b>	<b>\$10,265.00</b>

## AGENDA ITEM #8953

**Discussion with Action:** Approve line item transfers in the amount of \$18,891 from the following accounts: \$8,089 from account 20152-50310 Memorial Park Service Contract Expense with a balance of \$22,270.09 and \$10,802.00 from account 20151-50501 PW Operating Expense with a balance of 45,642.22 to account 20152-50511 Memorial Park Grounds Maintenance/Improvement Expense with a balance of \$499.40.

## AGENDA ITEM #8954

**Discussion with Action:** Approve the quote from MTE Equipment Solutions, INC. for a Gravely Pro Turn 560 mower in the amount of \$18,890.80 from account #20152-50511 Memorial Park Grounds Maintenance/Improvement Expense with a balance of \$19,390.40.

Chair: Shawn O'Neill



Memories Start *Here*

Town Of Old Orchard Beach  
1 Portland Ave, Old Orchard Beach, ME 04064  
207.937.5626  
www.oobmaine.com

2/12/2026

Town Council Members:

I am writing to request Council approval for the purchase of a new Gravely Pro Turn 560 mower for Veteran's Memorial Park mowing needs.

The quote from MTE is the one we would like to go with for the following reasons even though the quote is a bit higher

- The quote for TK power is a lower quality machine that we do not feel they will be able to stand behind, and the service and parts availability seems to be tough from them also
- The quote for the gravely is a better-quality machine with a better overall availability for parts and service. We also feel the life of this machine will be better overall
- TK Power also gave us a price for a generic mower for not much less than we can buy the better mower with a better chance of getting parts and having less down time

I also requested other quotes from various vendors that were not returned.

Based on price, completeness of the quote, and consistency with Town purchasing practices, I recommend Council approve the purchase of the Gravely Pro Turn 560 mower from MTE Equipment Solutions, INC. in the amount of \$18,890.80

Respectfully,

Ed Dalton

Operations Manager, Public Works

Town of Old Orchard Beach



**QUOTE - DO NOT PAY**

Quote: 03-78338  
Date: 1/14/2026

PO:  
CustId: QUOTE - MAINE

Cust Email:  
Phone:  
Salesperson: msedlis  
User: msedlis

Bill To: Quote - Maine  US	Ship To: Quote - Maine  US
-------------------------------------	-------------------------------------

Town of Old Orchard Beach  
103 Smithwheel Rd  
Old Orchard Beach, ME 04064

Ed Dalton

Quote for Gravely ProTurn 560 60" zero-turn mower with powered bagger and one set of normal and one set of mulching replacement blades.

Priced in accordance with FAC116 municipal contract pricing.

Freight, setup, delivery, and training are included.

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
ARN.992534	PA	WG - Pro-Turn 560 - 35 hp Kawa Discount applied: 10.00%	1.0000	Y	\$17,493.00	\$1,749.30	\$15,743.70
ARN.892055	PA	WG - 3-Bucket Powered Bagger, Discount applied: 10.00%	1.0000	Y	\$2,971.95	\$297.20	\$2,674.75
ARN.792250	PA	WG - 60" Bagger Completion Kit Discount applied: 10.00%	1.0000	Y	\$224.95	\$22.50	\$202.45
Remark	RE	~~~Spare blades~~~					
ARN.792194	PA	WG - LaserEdge Blade Kit - Fit Discount applied: 10.00%	1.0000	Y	\$159.95	\$16.00	\$143.95
ARN.792200	PA	WG - LaserEdge Mulch Blade Kit Discount applied: 10.00%	1.0000	Y	\$139.95	\$14.00	\$125.95
<b>Total:</b>							<b>\$18,890.80</b>
<b>Totals</b>					<b>Sub Total:</b>		<b>\$18,890.80</b>
					<b>Total Tax:</b>		<b>\$0.00</b>
					<b>Invoice Total:</b>		<b>\$18,890.80</b>

PLEASE SIGN AND RETURN TO EXECUTE THIS CONTRACT. ALL PRICES QUOTED ARE REFLECTIVE OF A 3% CASH DISCOUNT. THERE WILL BE A 3% NON-CASH ADJUSTMENT ADDED FOR ANY NON-CASH PURCHASES. PAYMENT MUST BE MADE AT OR PRIOR TO DELIVERY. FOR ADDITIONAL TERMS AND CONDITIONS, PLEASE VISIT MTE.US.COM. FAX: 585-334-6332 OR EMAIL: BHOLMAN@MTE.US.COM. THIS DOCUMENT CONSTITUTES A LEGAL BINDING AGREEMENT.

# TK Equipment, LLC

987 Portland Rd  
 Saco, ME 04072  
 Phone: (207) 602-6038 Fax: (207) 571-9549

## Open Sales Order

### 91326

Thank you for your business! We are open 8:00a-4:30p Mon-Thurs and 8:00a-3p Fri

Bill To				Ship To			
TOWN OF OLD ORCHARD BEACH 1 PORTLAND AVE Old Orchard Beach, ME 04064				Same as Billing address			
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
3299			(207) 934-2250	(207) 391-3757	Charge	mower quote - Dalton	
Counter Person	Sales Person	Date Printed	Reference	Email Address			Department
TWK	TWK	02/10/26	91326	LWILSON@OOBMAINE.COM			Counter Sales

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
79225000	GRAP	KIT PT3/5/600 60IN BA	1	1		\$247.49	\$224.95	\$224.95
79219400	GRAP	KIT 20.50 LE BLADE	1	1		\$175.99	\$159.95	\$159.95
79220000	GRAP	KIT BLADE 091864 60 D	1	1		\$153.99	\$139.95	\$139.95
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
892055	GRAW	BAGGER PT500 12 BUSHEL 3BAG	1		1	\$2,971.95	\$2,971.95	\$2,971.95
992511	GRAW	PRO-TURN 560 KAW FX921	1		1	\$17,493.00	\$17,493.00	\$17,493.00

Description	Line	Reference	Quantity	Net Each	Amount
Fleet/Bid/Discount			-1	\$3,082.76	(\$3,082.76)

Sub Total	\$20,989.80
Miscellaneous	(\$3,082.76)
Labor	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$17,907.04</b>

Parts/Accessories must be returned within 30 days, in their original packaging, unused. All parts/accessories returned are subject to restocking fees at 15%. No returns on fuel system/electrical items, or special orders. Equipment sales are final. Repaired items left longer than 14 days after completion will have \$5/daily storage fees applied.

Notes:



Customer acknowledges receipt thereof:

# TK Equipment, LLC

987 Portland Rd  
Saco, ME 04072  
Phone: (207) 602-6038 Fax: (207) 571-9549

## Open Sales Order 91326

Thank you for your business! We are open 8:00a-4:30p Mon-Thurs and 8:00a-3p Fri

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79220000	GRAP	KIT BLADE 091864 60 D	1	1		\$153.99	\$139.95	\$139.95
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
992534	GRAW	PRO-TURN 560 - 38.5HP EFI	1		1	\$19,266.00	\$19,266.00	\$19,266.00
892055	GRAW	BAGGER PT500 12 BUSHEL 3BAG	1		1	\$2,971.95	\$2,971.95	\$2,971.95

Description	Line	Reference	Quantity	Net Each	Amount
Fleet/Bid/Discount			-1	\$2,223.80	(\$2,223.80)

Sub Total	\$22,762.80
Miscellaneous	(\$2,223.80)
Labor	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$20,539.00</b>

Parts/Accessories must be returned within 30 days, in their original packaging, unused. All parts/accessories returned are subject to restocking fees at 15%. No returns on fuel system/electrical items, or special orders. Equipment sales are final. Repaired items left longer than 14 days after completion will have \$5/daily storage fees applied.

Notes:



Customer acknowledges receipt thereof.

**GRAVELY**

# PRO TURN 500

## A TRUE COMMERCIAL-QUALITY MOWER BUILT FOR PROFESSIONALS.

This is a commercial-grade mower for professionals who want rugged durability without sacrificing features and performance.

**5YR**  
FIVE YEAR OR 1500 HOUR  
WARRANTY



### FULLY WELDED TUBULAR FRAME

One glance and you can see its strength and ruggedness. Its wide front rail distributes weight for superior balance. Also supports the deck lift for easy engagement. Includes a limited lifetime warranty.

### PARKER® TRANSAXLES

Parker® HTG transaxles deliver a top speed of 11mph and have a 12cc pump. Filters are easily accessed from the rear for easy maintenance. This is one complete system which eliminates the need for additional parts, saving both time and money.

### X-FACTOR® 3 DECK

The deck has been completely redesigned for better grass dispersion. Its new look is constructed from 7-gauge steel to deliver years of solid performance.

### AIR RIDE SEAT

Isolated mounting absorbs more shock while the high-back seat with lumbar support and padded armrests deliver cushioned comfort.



**52"**

**MODEL - 992510**  
27 HP / Kawasaki® FX850V Engine

**60"**

**MODEL - 992511**  
31 HP / Kawasaki® FX921V Engine

**MODEL - 992530**  
38.5 HP / Kawasaki® FX1000V EFI Engine

**72"**

**MODEL - 992512**  
31 HP / Kawasaki® FX921V Engine

**MODEL - 992531**  
38.5 HP / Kawasaki® FX1000V EFI Engine

★ MADE IN THE UNITED STATES ★  
★ WITH GLOBALLY SOURCED PARTS ★

# PRO-TURN 500



See your professional Gravelly® dealer for complete warranty details

	552	560	560	572	572
<b>MODEL NUMBER</b>	<b>992510</b>	<b>992511</b>	<b>992530</b>	<b>992512</b>	<b>992531</b>
<b>ENGINE</b>	KAWASAKI FX850V	KAWASAKI FX921V	KAWASAKI FX1000 EFI	KAWASAKI FX921V	KAWASAKI FX1000 EFI
<b>HORSEPOWER</b>	27 HP	31 HP	38.5 HP	38.5 HP	31 HP
<b>DISPLACEMENT</b>	852 CC	999 CC	999 CC	999 CC	999 CC
<b>DRIVE SYSTEM</b>	PARKER® HTG TRANSMISSION				
<b>FUEL CAPACITY</b>	12.5 GAL				
<b>GROUND SPEED (APPROX. Mph) (Forward/ Reverse)</b>	15 MPH / 6 MPH				
<b>DECK</b>					
<b>DECK MATERIAL</b>	7 GA. STEEL WITH .25 IN. SPINDLE REINFORCEMENT				
<b>DECK CONSTRUCTION</b>	X-FACTOR® 3 DECK				
<b>NUMBER OF SPINDLES</b>	3				
<b>BLADE TIP SPEED (FPM)</b>	18,000				
<b>SPINDLE HOUSING MATERIAL</b>	LARGE SERVICEABLE FORGED ALUMINUM BEARING				
<b>SPINDLE BEARINGS</b>	IMPROVED DOUBLE ROLLER BEARINGS				
<b>DECK ENGAGEMENT</b>	OGURA® GT3.5				
<b>CUTTING WIDTH</b>	52 IN.	60 IN.	60 IN.	72 IN.	72 IN.
<b>CUTTING HEIGHTS</b>	1.0 IN. - 5.5 IN.				
<b>CUTTING POSITIONS</b>	19				
<b>WHEELS</b>					
<b>FRONT AXLE</b>	FIXED, GREASEABLE CASTER FORK TUBES				
<b>FRONT</b>	SMOOTH 15 X 6-6 SEMI PNEUMATIC				
<b>REAR</b>	26 X 12-16 RADIAL TURF				
<b>FEATURES</b>					
<b>SEAT</b>	AIR RIDE PLUSH SEAT WITH ARM RESTS				
<b>FOLDABLE ROPS</b>	STANDARD				
<b>MACHINE</b>					
<b>WEIGHT</b>	1447 LBS	1487 LBS	1580 LBS	1477 LBS	1580 LBS
<b>LENGTH</b>	84 IN.	84 IN.	84 IN.	86.2 IN.	86.2 IN.
<b>WIDTH (w/o CHUTE)</b>	51 IN.	63 IN.	63 IN.	75 IN.	75 IN.
<b>WIDTH (w/ CHUTE)</b>	63 IN.	75 IN.	75 IN.	87 IN.	87 IN.
<b>HEIGHT (w/ ROPS EXT/DOWN)</b>	76.0 IN/47.8 IN.				
<b>WARRANTY</b>					
<b>UNIT</b>	5 YEAR/1500 HOUR COMMERCIAL/NO HOUR LIMIT FIRST 2 YEARS - SEE YOUR PROFESSIONAL GRAVELLY DEALER FOR COMPLETE WARRANTY DETAILS				
<b>DECK SHELL &amp; FRAME</b>	LIMITED LIFETIME				

## ATTACHMENTS & ACCESSORIES

- MULCHING KIT
- ELECTRIC DECK LIFT KIT
- TRAILER KIT KIT
- LED HEADLIGHT KIT
- POWERED BAGGER KIT
- OCDC KIT, SUNSHADE KIT
- REAR TWEEL KIT
- RADIAL DRIVE CONVERSION KIT
- WHEEL COVER KIT
- LASEREDGE BLADE KIT
- TUNE UP KIT

# GRAVELLY

GRAVELLY.COM

AN ARIENS|CO BRAND

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## AGENDA ITEM #8955

**Discussion with Action:** Approve the quote from Sebago Technics for Engineering Services for the Union Ave Parking Lot Project in the amount of \$25,500.00 from account #50002-50506 Road Maintenance and Improvement Capital Fund with a balance of \$476,704.03

Chair: Shawn O'Neill

## ADJOURNMENT

Chair: Shawn O'Neill



January 30, 2026  
260045

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

**Proposal for Professional Services**  
**Union Ave Property - Parking Lot Improvement Project**

Dear Diana:

We appreciated the opportunity to meet with you to better understand the scope of site issues and learn more about the proposed site improvements at the Old Orchard Beach Municipal parking lot located on Union Ave. As we discussed, the project will involve the paving of the existing gravel lot, improvements to the layout to maximize spaces, placement of a portable bathroom facility, and fencing for site security.

Our involvement in the project will be to support the Town by providing site planning and the preparation of civil construction drawings to be bid and presented to the Town for Town Council approval.

**Project Understanding and Approach:**

**Project Site:** The project site is located on Union Ave, approximately 190 feet west of the intersection with West Grand Ave. The site can be further identified on the Town of Old Orchard Beach Tax Map 315, Block 16, Lot 1. The site is currently used for paid parking so visitors to the community can park and access the beach, as well as downtown Old Orchard Beach.

**Development Program:** We understand that the Town would like to maximize parking within the lot, improve functionality, and comply with ADA accessibility requirements through grading and paving of the facility. We also understand that an existing concrete slab on the site will be the future location of a portable bathroom facility, inclusive of multiple restrooms, changing facilities, outdoor seating, and storage space. The bathroom will connect to the municipal sewer service, as well as public water and electrical services.

We understand the paving of the parking lot will take place before the summer 2026 season with the goal of being fully operational before Memorial Day weekend. The timeline for a bathroom facility and other site amenities, such as perimeter fencing, may be delayed until the fall, after the Labor Day holiday.

**Local Permitting:** Based on past project experience in the Town and the municipal use, we have assumed that the Code Enforcement Officer will be required to review and approve the plans.

**Maine DEP and US Army Corps of Engineers Permitting:** The proposed project will primarily utilize the existing development area, will create minimal additional impervious area, and is not expected to impact any natural resources. As a result, we have assumed no State or Federal permitting will be required.

**CSX Coordination:** The proposed project includes improvements that are adjacent to the railroad corridor, which is maintained and operated by CSX Corporation. In conversation with you, we will coordinate on your behalf any communication and notices necessary to meet CSX standards.

**Utilities:** It is understood that the project site is currently served by a sewer lateral service in anticipation of bathroom facilities. Additional utility needs for water supply and power will be coordinated with the responsible utility providers early in the process to confirm their ability to serve the project site.

**Environmental ESA:** We do not anticipate the need for environmental services for the project at this time and have not included any in our scope.

**Geotechnical and Soils Work:** We have not included any subsurface field investigations given that the project is limited to improvements of an existing developed property to add paved surface parking. We would ask that the Town provide us with any soil information that you may have for the project site.

**Stormwater Management and Erosion Control:** We anticipate the project will require slight regrading of the existing parking area to direct stormwater runoff away from the proposed bathroom building. In addition, consideration will be given to creating slopes within the parking area that are ADA-compliant. We will maintain the existing drainage patterns of the site, while ensuring the least amount of impact to adjacent properties located downgradient of the project. The CSX right-of-way is located at a higher elevation than the project site, and it is anticipated that stormwater runoff will continue to drain away from the CSX property.

Based on our understanding of the project, we have prepared the following scope of services anticipated for the project.

### **Scope of Services:**

#### **Phase 1: Conceptual Design**

- 1.1 Working with the Town Manager, we will prepare a conceptual site improvement plan for consideration. We will utilize GIS data, utility as-builts, boundary data, permitting and zoning requirements, and any information provided by the Town. We anticipate preparing 2 or 3 concepts for you to evaluate and then refine the preferred concept.
- 1.2 The boundary survey performed by Dow & Coulombe, Inc., dated December 15, 2025, will serve as the basis for our designs. It would be appreciated if the survey information could be provided in an AutoCAD (.dwg) format to assist with the preparation of our plans.
- 1.3 We will use the latest LiDAR data to form a surface of the project site and generate 1-foot contour elevations for grading purposes.

## **Phase 2: Project Coordination**

- 2.1 Working on the Town's behalf, we will coordinate with CSX Corporation on the proposed work to ensure that the project adheres to all CSX construction guidelines.
- 2.2 Coordination of a prefabricated bathroom structure for pricing, ordering, and layout within the site design.
- 2.3 Meetings with the Town Council and Town staff outside of the Conceptual Design and Site Engineering Phases.

## **Phase 3: Site Engineering and Preparation of Construction Documents**

Our work in this task will focus on the preparation of the design drawings and construction documents based on the plans developed and approved in the Concept Design Phase.

- 3.1 Preparation of Site, Grading, Drainage, and Utility Plans. This work will include taking the Concept Plan and preparing a Site Layout Plan depicting parking areas, sidewalks, circulation areas, general notes, grading and drainage improvements, locations of curbing, ADA loading, and other site improvements.
- 3.2 Preparation of a basic Landscape Plan to replace the trees and shrubs impacted by the proposed improvements.
- 3.3 Preparation of supporting design and construction details for construction.
- 3.4 Prepare a Stormwater Management, Sedimentation and Erosion Control Plan.
- 3.5 Meeting and communications with the Town Manager and other Town staff to review the project plans.
- 3.6 Preparation of site lighting plan. This plan will be based upon readily available manufacturer's data and will show the location and photometrics for the proposed site lighting. We will provide conduit locations, lighting details, and pole base requirements, if needed.
- 3.7 Preparation of construction specifications. We will plan to use the MaineDOT format for specifications.
- 3.8 Preparation of an engineer's opinion of probable costs.

**Project Budget:**

We will perform the above Scope of Services on a time and materials basis, submitting monthly invoices as work progresses for a not-to-exceed budget for each task as follows:

<b>Phase</b>	<b>Budget Amount</b>
Phase 1: Conceptual Design	\$ 3,500.00
Phase 2: Project Coordination	\$ 4,500.00
Phase 3: Site Engineering and Preparation of Construction Documents	\$ 16,000.00
Phase 4: Construction Services (not included)	TBD
Expenses - Estimated	\$ 1,500.00
<b>Total</b>	<b>\$ 25,500.00</b>

**Terms and Conditions:**

We will complete our services in accordance with our prevailing hourly rate schedule, as listed in our Professional Services Agreement with the Town dated March 18, 2025. We will not exceed the above-listed without prior authorization for scope additions or modifications in the work. All terms and conditions of this proposal are subject to those outlined within the Services Agreement with the Town.

We will provide you with copies of reports, data, plans, and project applications in PDF format.

**Services Not Included**

- Wetland delineation and vernal pool study
- High-intensity soil survey
- Environmental site assessments
- Site topographic survey
- Specialized studies (wildlife and botanical, archeological)
- Architectural and building design services
- Structural engineering
- Mechanical, Electrical, Plumbing design services
- Offsite design of utilities and traffic improvements
- Traffic studies
- Maine Construction General Permit
- Permit application fees
- Maine DEP Stormwater Law or SLODA Permit Application
- Maine DEP NRPA permitting
- Construction administration
- Construction layout

**Closure:**

On behalf of Sebago Technics, Inc., we look forward to the opportunity to work with you on the Old Orchard Beach Municipal parking lot improvement project. Please contact me if you have any questions or require further information.

Should this be acceptable to you, we are prepared to commence with the work upon receipt of a signed copy of this letter proposal authorizing the work.

Sincerely,

SEBAGO TECHNICS, INC.



Mathew K. Orr, P.E.  
Project Manager



Nicole Conant, P.E.  
Director of Project Delivery

MKO/NLC

**ACCEPTED and AUTHORIZED**  
**(Sebago Technics, Inc. Project Number 260045)**

By \_\_\_\_\_

Representing \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**AGREEMENT BETWEEN**  
**TOWN OF OLD ORCHARD BEACH**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**UNION AVENUE PARKING LOT IMPROVEMENTS**

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**AGREEMENT BETWEEN**  
**TOWN OF OLD ORCHARD BEACH**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**UNION AVENUE PARKING LOT IMPROVEMENTS**

This is an agreement made as of \_\_\_\_\_, 20 \_\_\_\_\_ between Town of Old Orchard Beach ("Client") and Wright-Pierce ("Engineer"). Client intends to make improvements to an existing Town-owned parking lot located at the intersection of Union Avenue and Ocean Avenue (the "Project"). The proposed improvements are anticipated to include new pavement, drainage considerations, parking space striping and signage, and installation of a restroom.

Client and Engineer in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional Engineering services by Engineer with respect to the Project and the payment for those services by Client as set forth in Section 2 below. Execution of this Agreement by Engineer and Client constitutes Client's written authorization to Engineer to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

**SECTION 1 - SCOPE OF SERVICES/SCHEDULE**

**I. Data Collection**

- A. Attend a kick-off meeting with Client to discuss project details, general coordination of the project and schedule, and design deliverables. For the purposes of this proposal, we have assumed this will be an in-person meeting. Engineer will develop and distribute meeting minutes following the meeting.
- B. Conduct one site visit to evaluate site conditions, design and layout constraints, and the existing electrical service capacity. It is assumed the site visit will be conducted by two (2) Wright-Pierce staff.
- C. Conduct utility coordination with Central Maine Power to assess known electrical services within the project area that may impact design of the proposed restroom facility.
- D. Perform outreach to prefab restroom vendors and provide recommended options based on Client input. Once selected, Engineer will coordinate with vendor and confirm electrical requirements for preliminary design.

## **II. Preliminary and Final Design Phase**

- A. Prepare Preliminary Design documents based on Client input and existing data collected during Phase I. The preliminary design will be compiled and depicted on an engineering plan set. Preliminary engineering plans are anticipated to include the follow sheets:
1. (1) Existing Conditions/Demolition
  2. (1) Site Layout Plan Sheet
  3. (1) Site Grading and Drainage Plan Sheet
  4. (1) Cross Section Sheet
  5. (1) Civil Detail Sheet
  6. (1) Erosion and Sedimentation Control and Details Sheet
  7. (1) Electrical Notes, Legends, and General Requirements
  8. (1) Electrical Site Plan
  9. (1) Electrical Single Line Diagram and Details
- B. Prepare an engineer's opinion of probable construction costs (OPCC) to assist with the Client's budgeting process. While not final, we expect the estimate to be appropriate for budgeting purposes and will advise the Town on appropriate levels of conservatism in the OPCC. The estimate will be tied to the latest ENR Cost Index for use in future adjustments as needed.
- C. Conduct a meeting with Client to review the preliminary design drawings and details. For this proposal, we have assumed one in-person meeting with Client.
- D. Upon receipt of comments from Client, refine and prepare final design document package acceptable for bidding including Drawings and Specifications, along with the updated Engineer's OOPC. The final plan set is anticipated to include the following sheets:
1. Cover Sheet
  2. (1) General Notes
  3. (1) Existing Conditions/Demolition
  4. (1) Site Layout Plan Sheet
  5. (1) Site Grading and Drainage Plan Sheet
  6. (1) Cross Section Sheet
  7. (1) Civil Detail Sheet
  8. (1) Erosion and Sedimentation Control and Details Sheet
  9. (1) Electrical Notes, Legends, and General Requirements
  10. (1) Electrical Site Plan
  11. (1) Electrical Single Line Diagram and Details

## **III. Additional Services**

During Engineer's work on the Project, it may become apparent to either Client or Engineer that Additional Services not included in the basic Scope of Services are desired. Engineer will undertake to provide such Additional Services upon Client's written authorization.

#### **IV. Schedule**

- A. Wright-Pierce is available to begin coordination immediately upon approval. The first step will be to schedule a kick-off meeting to review project scope and approach. A schedule for design work and deliverables will be discussed and agreed upon during the kick-off meeting.

#### **V. Exclusions and Assumptions**

- A. It's understood there is an existing sewer and water service connection for the proposed restroom location. It's assumed the existing service connections are sufficient in size for the proposed restroom and do not need to be replaced.
- B. It is assumed the Client will install a permanent restroom facility. As part of the data collection phase, Wright-Pierce will conduct outreach to various vendors and provide recommendations to the Client.
- C. Bidding and construction phase services and construction oversight are not included as part of this scope. These services can be provided upon request for a negotiated scope and fee.
- D. Based on the National Wetlands Inventory Mapper, a freshwater wetland is located northwest of the railroad and within 75-feet of the project site. However, following initial wetland consultation, it's assumed the wetland characteristics will not trigger Maine DEP permitting.
- E. Client has obtained a boundary survey for the property. We assume the survey will be available for use during the design phase.
- F. It is assumed available LiDAR information through NOAA National Geodetic Survey will be used for preliminary and final design. Additional survey has been excluded from the scope.
- G. It's understood the client would like to pave the existing parking lot with no anticipated significant changes to profile or drainage patterns; therefore, it's assumed run-off will drain as overland flow and, if needed, any proposed drainage can be sized using the rational method. Hydraulic modeling of existing and proposed drainage has been excluded from the scope.
- H. Subsurface explorations and geotechnical recommendations have been excluded.
- I. It's assumed all work will be within the Client's property boundaries and not encroach on the railroad right-of-way; therefore, railroad permitting has been excluded from the scope.
- J. Assumed scope for lighting design includes fixture layout oriented inward toward parking spaces, photometric considerations, and dusk-to-dawn control (photocell or equivalent). Parking lot lighting is assumed to be pole-mounted LED.
- K. Electrical scope for the restroom assumes design of power distribution to the restroom structure, including disconnects and grounding. It is assumed the existing electrical service can be reused without major upgrades.

L. Electric vehicle infrastructure has been excluded from the scope.

SECTION 2 - COMPENSATION

**I. Payments to Engineer**

Engineer’s fee for the services defined in the Scope of Services section of this Agreement is indicated below. Client’s responsibilities related to invoices are identified in Exhibit A Article 10.4.

For Scope Items I through II, a lump sum fee of \$41,800.

SECTION 3 – AUTHORIZED PROJECT REPRESENTATIVES

Client shall designate a specific individual to fulfill its responsibilities under Section 2.1 of Exhibit A - Schedule of Terms and Conditions. Engineer has designated its authorized project representative below.

Engineer Representative (name, title):

Client Representative (name, title):

Jaime Wallace, Project Manager

\_\_\_\_\_

This Agreement (consisting of pages 1 to 5 plus Exhibit A) constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

ENGINEER:

CLIENT:

  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

By: Ryan T. Wingard, PE

Title: \_\_\_\_\_

Title: Senior Vice President

Date: \_\_\_\_\_

Date: February 11, 2026

\_\_\_\_\_

Address for giving notices:

Address for giving notices:

WRIGHT-PIERCE

\_\_\_\_\_

11 Bowdoin Mill Island, Suite 140

\_\_\_\_\_

Topsham, Maine 04086

\_\_\_\_\_

## 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.