



Town Council - Meeting Agenda

May 21st, 2024 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

PRESENTATION:

Recreation Department – Summer Offerings

Woodard and Curran – Waste Water Treatment Plant funding update.

ACCEPTANCE OF MINUTES:

Accept the minutes from the 5/2/2024 Budget Workshop, 5/7/2024 Town Council Regular Meeting, 5/8/2024 Workshops, and the 5/14/2024 Budget Workshop.

Chair: Shawn O'Neill

PUBLIC HEARING – ORDINANCE AMENDMENTS:

Public Hearing 1: Shall the Town Council of the Town of Old Orchard Beach amend section 54-187, Restrictions and Prohibitions, East Grand Avenue, by adopting the underscored language:

Sec. 54-187. - Restrictions and prohibitions.

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

Chair: Shawn O'Neill

Public Hearing 2: Take notice that a public hearing will be held on May 21st, 2024 at 6:30 p.m. at the Town Hall Council Chambers, 1 Portland Avenue, in the Town of Old Orchard Beach on the following Question, which will be the subject of a general municipal election vote on June 11th, 2024.

Question 1: Shall Order #2024-2 entitled, "Order to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount Not to Exceed \$9,800,000 to Pay Increased Costs to Complete Upgrades to the Waste Water Treatment Facility Equipment and Systems Project," be adopted?

TOWN OF OLD ORCHARD BEACH FINANCIAL STATEMENT

1. Total Town Indebtedness

Bonds outstanding and unpaid	\$ 27,919,200.02
Bonds authorized and unissued	\$ - 0 -
Bonds to be issued if this Question is approved	\$ 9,800,000.00
Total:	\$ 37,719,200.02

2. Estimated Costs of Bonds

At an estimated average annual interest rate of 3.53% for a 25-year term, the estimated costs of this bond issue will be:

Principal	\$ 9,800,000
Interest	\$ 4,974,894
Total Principal & Interest to be Paid at Maturity	\$ 14,774,894

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above Estimated Costs of Bonds. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

s/Jordan Miles Treasurer
Town of Old Orchard Beach

Town Council Recommends: Unanimous approval 5-0
Finance Committee Recommends: Unanimous approval 5-0

NOTICE OF PUBLIC HEARING

TO: Kim McLaughlin, Town Clerk of the Town of Old Orchard Beach:

In the name of the State of Maine you are hereby required to cause the voters of the Town of Old Orchard Beach to be notified of the Public Hearing described in this Notice of Public Hearing.

TO: The voters of the Town of Old Orchard Beach:

Take notice that a public hearing will be held on May 21st, 2024 at 6:30 p.m. at the Town Hall Council Chambers, 1 Portland Avenue, in the Town of Old Orchard Beach on the following Question, which will be the subject of a general municipal election vote on June 11th, 2024.

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s/Jordan Miles
Treasurer
Town of Old Orchard Beach

Town Council Recommends: Unanimous approval 5-0
Finance Committee Recommends: Unanimous approval 5-0

PUBLIC HEARING – LIQUOR LICENSE & APPROVALS:

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

Chair: Shawn O’Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Laura Albano, (208-1-1-6), 12 Summer Winds Drive, one (1) seasonal short-term rental.

Denamarie D'Eramo, (208-1-1-51), 15 Summer Winds Drive, one (1) seasonal short-term rental.

Anthony Rix, (319-5-2), 13 Tunis Avenue, one (1) seasonal short-term rental.

Michael and Jaime Vallee, (205-8-15), 30 Imperial Street, one (1) year-round short-term rental.

Brett Sawyer, (210-1-20), 39 Smithwheel Road #40, one (1) year-round rental.

Lindsay and Chad Mongeon, (302-2-7), 5 Seabreeze Avenue, one (1) seasonal short-term rental.

Jean McLean, (320-2-7), 40 Colby Avenue, one (1) seasonal short-term rental.

Bonnie Estabrook, (205-7-11), 3 Francis Street #2, one (1) year-round rental.

Wag LLC, Amy and Will Gray, (322-10-2), 77 Temple Avenue, one (1) seasonal short-term rental.

4 Union LLC, Chris Saucier, (316-13-16), 4 Union Avenue, one (1) year-round short-term rental.

Jason and Tanya Young, (310-6-1-250), one (1) year-round short-term rental.

Todd E. Shafer, (301-3-1-203), 189 East Grand Avenue #203, one (1) year-round short-term rental.

Mr. OOB Rentals LLC, Rich and Cindy Meoli, (313-2-1-7), 1 Bay Avenue #7, one (1) year-round short-term rental.

Diane LeBlanc, (202-2-4-7D), 205 East Grand Avenue #7D, one (1) year-round rental.

Shelby Kroll, (210-2-21-2), 10 Ocean Park Road #2, one (1) year-round rental.

Beau Gaudreau, (205-13-8), 31 Portland Road, one (1) year-round short-term rental.

Reed Asherman, (210-2-27), 12 Jeanette Avenue, one (1) seasonal short-term rental.

Lionel Bouffard, (304-7-7), 92-94 East Grand, four (4) seasonal short-term rentals.

Denise Reiff, (309-9-1-20), 7 Heath Street #20, one (1) seasonal short-term rental.

Coastal Maine Breeze LLC, (302-3-8), 4 Seabreeze Avenue, one (1) seasonal rental.

Reed Asherman, (322-3-2), 23 Massachusetts Avenue, one (1) year-round short-term rental.

Joel Golder, Poppers at Palace Playland, (307-2-1-L), 1 Old Orchard Street, victualers with prep and no alcohol.

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8164

Discussion with Action: Approve the quote from Peter Petit Excavating Inc. for 290ft of sewer and 120ft of storm water replacement on Evergreen Avenue in the amount of \$52,240.00 from account #50002-50508 CIP Public Works Sewer Maintenance and Improvements with a balance of \$908,630.52 and \$31,840.00 from account #50002-50831 CIP Public Works Stormwater Maintenance and Improvements with a balance of \$957,457.50.

Chair: Shawn O'Neill

Peter Petit Excavating, Inc.
 20 Forest Street
 Biddeford, ME 04005 - 3833
 Tel: 207 282-9305

ESTIMATE

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

Date	Estimate #
5/14/2024	1768

Item	Description	Total
	Job: Evergreen Ave	
Man Hole	2 manholes	9,500.00
Service	Tie in 4 laterals	4,800.00
Sewer	Change 290ft. sewer	34,800.00
Drain	Change 120ft. storm drain	14,400.00
Stone	Stone	1,500.00
Fill	Clean Fill to backfill	5,580.00
Gravel	Base & Finish Gravel	3,000.00
Paving	Paving trench back 380 x 10	10,500.00
	Note: ledge or anything unforeseen will be an extra	
Total		\$84,080.00

AGENDA ITEM #8165

Discussion with Action: Approve the quote from AC Electric for a wastewater pump rebuild in an amount not to exceed \$15,000.00 from account # 30181-50551 Sewer Reserve Operating Equipment with a balance of \$1,120,482.61.

Chair: Shawn O'Neill

A.C. Electric Corp.
Bangor Shop
PO Box 1508
Auburn ME 04211-1508
 Phone: 207/945-9487 Fax: 207/945-0114



Mail Repair Estimate To:

Job: 158194	Department: 10 AUBURN MOTOR SHOP	Job Desc: 3 75 6 460 360T 95.7 60 Type: P3 PUMP (OVER HAUL)
Cust #: OLD500 OLD ORCHARD BEACH WASTE WATER CWHITE@OOBMAINE.COM 24 MANOR RD OCEAN PARK, ME 04063	Ship To #: 000099 OLD ORCHARD BEACH WASTE WATER CWHITE@OOBMAINE.COM 24 MANOR RD OCEAN PARK, ME 04063	Job Rcvd: 05/15/24

Cust P.O.#	P.O. Rel#	Misc #	Terms Cd	Slm
			NET 30 DAYS	ACL

Nameplate Data:

PHASE:3, HORSEPOWER:75, POLES:6, VOLTAGE:460, FRAME:360T, AMPS:95.7, HERTZ:60, S.F.:1.15, DESGN CODE:B, MODEL:U100D236602V1H31A, MFG:FAIRBANKS MORSE, SERIAL #:1948340, EXP GROUP:C D, EXP CLASS:CLASS 1 DIV1, KVA CODE:J, INSUL CLAS:H, AMB TEMP:40, RPM:1183

Special Instructions:

RUSH

Description	Price
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AC Electric will overhaul your 75hp pump to AC spec.

Work scope:

Disassemble, clean and inspect, check all bearing fits for tolerance, dynamically balance rotor, replace all seals, replace all bearings, reassemble and final testing.

Further testing is needed for an accurate quote.

Price for repairs is not to exceed \$15,000.00

Total:

 .00

Repair estimate valid for 15 calendar days from the above date.

Plus Freight, Tariffs, Duties and Sales Taxes, If Applicable.

By: _____ **Date:** _____
 Based Upon Our Standard Terms And Conditions.

AGENDA ITEM #8166

Discussion with Action: Approve the EMS Clinical Partnership Memorandum of Understanding (MOU) between the Town of Old Orchard Beach Fire Department and the U.S. Border Patrol – Houlton Sector and authorize the Town Manager to sign the MOU.

Chair: Shawn O'Neill



Old Orchard Beach Fire Department

136 Saco Avenue • Old Orchard Beach, ME 04064

John H. Gilboy III
Fire Chief

Phone: (207) 934-7790

Fax: (207) 934-1750

To: Diana Asanza, Town Manager
From: Clif Whitten, Deputy Fire Chief
Date: May 15, 2024
Re: Border Patrol MOU

Diana,

The U.S. Border Patrol – Houlton Sector has proposed a Memorandum of Agreement with the Old Orchard Beach Fire Department to establish an EMS clinical partnership. This agreement aims to create a mutually beneficial relationship focused on medical assistance and training. Under this arrangement, Border Patrol Agents from the Houlton Sector who hold national EMS certification would be afforded the opportunity to work alongside Fire Department EMTs and Paramedics in delivering emergency medical care. In return, these agents would gain additional training and experience. These agents would participate as federal employees, with the scope of their federal employment, and as such are covered by the Federal Tort Claims Act and their own workers' compensation protection.

This agreement is similar to those we hold with various EMS training entities, including the Community College System, where Old Orchard Beach provides opportunities for EMT and Paramedic trainees to complete their clinical internships.

I support the ratification of this Memorandum of Agreement. It continues the tradition of Old Orchard Beach partnering with our public safety neighbors to promote a well-trained and experienced emergency medical workforce.

CHW

MEMORANDUM OF AGREEMENT

Between

U.S. BORDER PATROL, HOULTON SECTOR

And

OLD ORCHARD BEACH, MAINE FIRE DEPARTMENT

I. Parties: The Parties to this Memorandum of Agreement (Agreement) are as follows:

1. **U.S. Border Patrol (USBP), Houlton Sector (Houlton Sector):** USBP is the primary law enforcement agency between all U.S. land border ports of entry. USBP's mission is to prevent the entry of terrorists and their weapons of terrorism, enforce U.S. immigration laws, and apprehend those who attempt to illegally enter or smuggle persons or contraband across our nation's borders. Houlton Sector is one of twenty (20) USBP Sectors located throughout the U.S. Houlton Sector also provides law enforcement support for the State of Maine when necessary.

Houlton Sector maintains a unit of Border Patrol Agents that are nationally certified Emergency Medical Technicians (EMTs) and licensed by the Department of Homeland Security and the State of Maine. Houlton Sector EMTs provide emergency medical care in the prehospital setting throughout the State of Maine, but do not have the capability to provide medical transport services.

2. **OLD ORCHARD BEACH, MAINE FIRE DEPARTMENT (OOBFD):** OOBFD provides emergency medical and transportation services for the town of Old Orchard Beach and surrounding communities.

II. Purpose: The purpose of this Agreement is to facilitate a mutually beneficial arrangement between the Parties for assistance and training purposes. Houlton Sector will provide trained and certified EMTs to assist OOBFD in providing emergency medical care and OOBFD will provide Houlton Sector EMTs with the opportunity to receive additional and diverse experience with patients and emergencies.

III. Authority: Houlton Sector is authorized to enter into this Agreement under the provisions of 6 U.S.C. § 112(b)(2) and DHS Directive No. 0450.1, Memoranda of Understanding and Memoranda of Agreement (January 24, 2003). To the extent applicable, medical services rendered under this Agreement will be performed pursuant to the Maine Emergency Medical Services Act of 1982, 32 M.R.S.A. § 86. Otherwise, this Agreement shall be governed by, and be construed in accordance with, federal law.

IV. Responsibilities: The responsibilities of the Parties are outlined below. For further information regarding these responsibilities, please refer to the Appendix, attached.

1. **Responsibilities of Houlton Sector:**

- a. Houlton Sector Border Patrol Agents with national EMT certification will be available to assist OOBFD in responding to emergencies and providing medical services as needed;
 - i. Participating Houlton Sector EMTs will attend any orientation and review any materials provided by OOBFD, prior to engaging in services with OOBFD.
- b. At all times, Houlton Sector EMTs are required to wear the prescribed Agency uniform, to include the identification badge issued by Houlton Sector;
- c. Houlton Sector will communicate and coordinate with OOBFD regarding the work schedules of Houlton Sector EMTs to ensure that they are available for OOBFD;
- d. Houlton Sector will supervise the performance of its EMTs at OOBFD as practicable; and
- e. Houlton Sector will provide OOBFD with written information on the educational goals and objectives for all assistance provided under this Agreement.

2. **Responsibilities of OOBFD:**

- a. OOBFD will provide Houlton Sector EMTs access to OOBFD's ambulances, facilities, and other conveyances as it pertains to providing medical care and/or assistance in emergencies;
- b. OOBFD will provide reasonable opportunities for Houlton Sector EMTs to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or OOBFD operations, as determined by OOBFD in its sole discretion;
- c. OOBFD will coordinate Houlton Sector EMT assignments with its own schedule. OOBFD will, at all times, retain ultimate control of the medical scene and responsibility for patient care;
- d. Upon the request of Houlton Sector, OOBFD will provide feedback as to Houlton Sector EMTs' performance in providing treatment and responding to emergencies while assisting OOBFD. Houlton Sector will remain solely responsible for the evaluation of its EMTs;
- e. OOBFD may request that Houlton Sector withdraw or dismiss a Houlton Sector EMT when his/her clinical performance or behavior is unsatisfactory, disruptive or detrimental to OOBFD or its patients, as determined solely by OOBFD. In that event, the specified EMT shall be immediately suspended from providing assistance to OOBFD as part of this Agreement pending conference and further action, as necessary, between Houlton Sector and OOBFD; and
- f. OOBFD will provide all necessary training, materials and/or orientation to participating Houlton Sector EMTs prior to commencement of assistance by Houlton Sector EMTs in responding to emergencies and providing medical treatment as needed.

V. Effective Date and Execution of the Agreement: This Agreement will become effective upon full execution below by all Parties.

VI. Termination: Either Party may terminate this Agreement at any time upon at least 60 days' written notice. The Agreement will continue in full force and effect unless one of the Parties terminates the Agreement.

VII. Modification: This Agreement and its accompanying Appendix and Exhibit set forth the entire Agreement between the Parties relating to the subject matter. This Agreement will not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations will survive the expiration or termination of this Agreement.

VIII. Points of Contact and Notice:

1. **Houlton Sector Points of Contact:**

- a. David Cruse, Border Patrol Agent, Fort Fairfield Border Patrol Station
200 Limestone Rd., Fort Fairfield, ME 04742
Telephone: 830-319-1906
Email: david.m.cruse@cbp.dhs.gov
- b. George Ferland, Supervisory Border Patrol Agent, Fort Fairfield Border Patrol Station
200 Limestone Rd., Fort Fairfield, ME 04742
Telephone: 207-476-5125
Email: george.h.ferland@cbp.dhs.gov

2. **OOBFD Points of Contact:**

- a. John Gilboy, Chief, Old Orchard Beach Fire Department
136 Saco Avenue, Old Orchard Beach, Maine 04064
Telephone: 207-934-7790 Ext. 201
Email: jgilboy@oobmaine.com

3. **Notices:** All notices of actions taken will be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight delivery as necessary. These notices shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Houlton Sector:	If to OOBFD:
U. S. Border Patrol	Old Orchard Beach Fire Department
Houlton Sector	136 Saco Avenue
96 Calais Road	Old Orchard Beach, Maine 04064
Hodgdon, Maine 04730	
Attention:	Attention: John Gilboy

IX. Financial Responsibilities: Each Party is responsible for its own costs in implementing the Agreement.

X. Liability:

- 1. The Parties shall be responsible for any liability arising from its own conduct and retains immunity and all defenses available to them pursuant to federal law. Neither Party agrees to insure, defend, or indemnify the other Party.

2. The Parties shall cooperate in the investigation and resolution of administrative actions and/or litigation arising from conduct related to the responsibilities and procedures addressed herein.
3. The Parties shall remain responsible, to the extent provided by law, for the workers compensation claims of its employees who may be injured in the course of performing mutual aid activities under this Agreement.
4. The Parties shall be responsible for the negligent acts or omissions of its agents and employees, to the extent provided by the Maine Tort Claims Act and the Federal Tort Claims Act, as appropriate and applicable.
5. Any and all claims made for negligence arising from participation or support pursuant to this Agreement shall be made under the Federal Tort Claims Act.

XI. Non-Discrimination: There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or disability in either the selection of Houlton Sector EMTs to provide assistance to patients for OOBFD, or as to any aspect of this Agreement; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the Houlton Sector EMT's effective participation in providing assistance to patients for OOBFD.

XII. Confidentiality: Houlton Sector and its EMTs agree to keep strictly confidential and hold in trust all confidential information of OOBFD and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of OOBFD. Houlton Sector will not disclose the terms of this Agreement to any person who is not a party to this Agreement except as required by law or as authorized by OOBFD. Unauthorized disclosure of confidential information or of the terms of this Agreement will be a material breach of this Agreement and will provide OOBFD with the option of immediately terminating this Agreement upon written notice to Houlton Sector.

XIII. Privacy: Houlton Sector agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.* ("HIPAA"), and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal security and privacy regulations contained in 45 C.F.R. Parts 160, 162, and 164, and the federal standards for electronic transactions regulations, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." Houlton Sector agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. § 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. Houlton Sector will direct its EMTs to comply with the regulations governing the use and disclosure of individually identifiable health information under federal law, including 45 C.F.R. parts 160 and 164.

XIV. Severability: If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement will remain in full force and effect in accordance with its terms, disregarding the unenforceable or invalid provision.

See attached Appendix for additional provisions of the Agreement.

JOHN GILBOY
Chief
Old Orchard Beach Fire Department

Date

JUAN G. BERNAL
Chief Patrol Agent
U.S. Border Patrol, Houlton Sector

Date

APPENDIX

I. Description of Parties:

1. **USBP, Houlton Sector**: USBP maintains an Emergency Medical Program (EMP), which is comprised of certified EMTs and paramedics who provide medical response in various emergency situations, such as medical illnesses and traumatic injuries. Personnel in the EMP are trained in emergency medicine and treat injuries of BPAs, illegal aliens, and people in local communities.
2. **OOFD** operates a transporting ambulance service licensed by the State of Maine's Emergency Medical Services.

II. Further Responsibilities of Houlton Sector:

1. **Insurance**: Houlton Sector EMTs will be federal employees acting within the scope of their employment and will be covered by the Federal Tort Claims Act. Therefore, they will not require professional liability/malpractice insurance.
2. **Statements**: Houlton Sector will require each of its EMTs to sign a Statement of Confidentiality in the form attached as Exhibit A.

III. Mutual Responsibilities of the Parties: The Parties shall cooperate to fulfill the following mutual responsibilities:

1. Houlton Sector EMTs shall be treated as trainees who have no expectation of receiving compensation or future employment from OOFD.

EXHIBIT A

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected, and the patient has a right to the confidentiality of his or her patient care information, whether this information is in written, electronic or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient’s name, account number, birthdate, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for Houlton Sector EMTs’ learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
- Houlton Sector EMTs enrolled in programs or other OOBFD activities are given access to patient information. Houlton Sector EMTs are exposed to PHI during their time of participation.

Initial each to accept the policy

Initial	Policy
	1. It is the policy of Houlton Sector to keep PHI confidential and secure.
DDW	2. Any or all PHI, regardless of medium (paper, verbal, electronic, image, or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring, or directly related to the learning activity.
DDW	3. Houlton Sector EMTs are not to discuss PHI, in general or in detail, in public or non-public areas where unauthorized people or those who do not have a need-to-know may overhear, under any circumstances.
DDW	4. Unauthorized removal of any part of original medical records is prohibited. Houlton Sector EMTs may not release or display copies of PHI. Case presentation material will be used in accordance with Houlton Sector and OOBFD policies.
DDW	5. Houlton Sector EMTs shall not access data regarding patients, including patients’ PHI, for whom they have no responsibilities or a need-to-know.
DDW	6. Houlton Sector EMTs agree to follow OOBFD’s privacy policies.
DDW	7. Breach of patient confidentiality by disregarding the policies governing PHI is a ground for dismissal from participating in the benefits of this Agreement.

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT (continued)

- I agree to abide by the above privacy policies and other OOBFD privacy policies. I further agree to keep PHI confidential.

-
- I understand that failure to comply with these policies will result in disciplinary actions.
 - I understand that Federal laws govern the confidentiality of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Derek Wilcox C-52

Signature of Houlton Sector EMT

4/22/2024

Date

AGENDA ITEM #8167

Discussion with Action: Accept funds in the amount of \$71,962.26 from the Maine EMS Stabilization Grant to be used by the Old Orchard Beach Fire Department to supplement activities that support recruitment and retention and to further develop the Field Training and Evaluation Programs.

Chair: Shawn O'Neill



Old Orchard Beach Fire Department

136 Saco Avenue • Old Orchard Beach, ME 04064

John H. Gilboy III
Fire Chief

Phone: (207) 934-7790

Fax: (207) 934-1750

To: Diana Asanza, Town Manager
From: Clif Whitten, Deputy Fire Chief
Date: May 16, 2024
Re: EMS Sustainability Grant

On July 11, 2023, Governor Mills signed a budget that allocated \$31 million dollars to support the Maine Emergency Medical Services Stabilization and Sustainability Fund grant program. The funding became available last October, and in December the EMS Board passed an emergency rule enabling Maine EMS to proceed with the \$12 million dollar Stabilization component of the grant program.

The Fire and Finance Departments collaborated to create a grant application that demonstrated financial need in line with the grant criteria. The award documents before you are the result of that process.

Old Orchard Beach Fire Department is awarded \$71,962.26 under this grant.

The scope of use for these funds is primarily focused on activities that support recruitment and retention. We intend to use these funds to further develop our Field Training and Evaluation Program, support training initiatives directly related clinical care, leadership, and EMS management, and investments in equipment that directly support clinical care training initiatives.

It is important to note that this grant funding may *supplement* these programs but may not *supplant* existing budget lines.

We are grateful for this opportunity to continue our work in recruiting qualified employees and providing meaningful professional development opportunities for our existing workforce without adding an additional burden to the Old Orchard Beach taxpayers.

cc: John Gilboy, Fire Chief
Jordan Miles, Finance Director

State of Maine Department of Public Safety
Maine EMS Stabilization Program
Grant Agreement
32 M.R.S. § 98

State of Maine Department of Public Safety

Department: Department of Public Safety
Address: 45 Commerce Drive, Suite 1
Augusta, Maine 04333-0104

Old Orchard Beach Town Of

Provider: Old Orchard Beach Town Of
Address: 1 Portland Ave
Old Orchard Beach, ME 04064

Provider's Vendor
Customer: VC1000069554
Contract Number: STAB0159
Contract Amount: \$71,962.26

Remittance Address

Name: Old Orchard Beach Town Of
Address: 1 Portland Ave,
Address 2: Old Orchard Beach, ME 04064
City, State, Postal Code

Purpose:

EMS Stabilization Grant awards are only to be used for the purposes outlined in the Grant Application. Written Approval by the Director of Maine EMS is required prior to any changes in the scope or purpose funds may be used. Failure to obtain prior approval may result in voiding the grant and require immediate repayment of grant funds in part or in whole.

Grant Term/Period of Performance:

All funded projects must be completed by December 31, 2024.

Grant Distribution:

Old Orchard Beach Town Of has requested \$71,962.26 from the State of Maine Department of Public Safety to assist in the stabilization of their agency for continuity of emergency medical services. Funds are anticipated to be released within three weeks of receiving this executed agreement and will be mailed via USPS to the address listed above under the remittance address section. State of Maine checks are mailed with instruction to not forward; updated forms are the responsibility of the awardee. DPS reserves the right to

request funds in whole or in part if determined that the funds were not used for the intended purpose, as described in the application (or through a formal amendment to the project filed with and approved by DPS). Grant recipients will be required to return unspent funds.

Grant Reporting Requirements:

Recipients of all funded projects are required to:

- a. Report periodically within fifteen (15) days of the completion of each calendar quarter for the period between the execution of this contract and the completion of the undertaken project(s) utilizing funding received.
- b. Report on the completion of the project within the earlier of thirty (30) days of the completion of the projects utilizing funding received or April 1, 2025.
- c. Upon request by the State of Maine Department of Public Safety, provide documentation and justification to support project expenses, including but not limited to invoices and receipts for approved expenses, signed contracts, quotes, and work orders within 30 days.
- d. Provide a project budget to your assigned contract/grant specialist that meets the standards for use of the funding.
- e. All Recipients shall submit a sustainability plan within 180 calendar days of receiving the funds detailing how they intend to sustain the programming and projects initiated using the funds afforded by this grant.

Failure to complete reporting requirements will jeopardize recipients' ability to retain grant funds.

Periodic reporting requirements for eligible uses:

1. Supplementing wages, benefits, stipends, and incentives for actively licensed emergency medical services persons
 - a. The number of personnel who received supplemental pay
 - b. The amount of pay provided
 - c. The impact of the supplemental pay on the agency's ability to recruit and retain qualified personnel
 - d. Any changes in the number of personnel
 - e. The quality of care provided as a result of the supplemental pay
2. Supporting training directly related to the provision of clinical care, leadership, or management of EMS
 - a. Provide documentation of the training provided
 - b. The number of personnel who received training
 - c. The impact of the training on the quality of care provided by the agency
 - d. The quality of care provided as a result of the training
3. Supplementing wages, benefits, stipends, and incentives for administrative support staff

- a. The number of administrative support staff who received supplemental pay
 - b. The amount of pay provided
 - c. The impact of the supplemental pay on the agency's ability to recruit and retain qualified personnel
 - d. Any changes in the number of administrative support staff
 - e. The quality of support provided as a result of the supplemental pay
4. Implementation of programming directly related to the Maine EMS Plan for a Sustainable EMS System in the State of Maine: A Vision for 2035
- a. Which Domain the expected use of the funds impacted
 - b. The amount of funding dedicated to each domain
 - c. The impact to the EMS agency regarding their ability to continue to fund daily EMS operations or to recruit and retain qualified personnel
5. Investment in capital expenditures not to exceed \$50,000 in the aggregate
- a. Documentation of the capital expenditures made
 - b. The purpose of the expenditures
 - c. The impact of the expenditures on the agency's ability to provide quality care
 - d. Any changes in the quality of care provided as a result of the capital expenditures

Completion reporting requirements for eligible uses:

1. Supplementing wages, benefits, stipends, and incentives for actively licensed emergency medical services persons
 - a. The number of personnel who received supplemental pay
 - b. The amount of pay provided
 - c. The impact of the supplemental pay on the agency's ability to recruit and retain qualified personnel
 - d. Any changes in the number of personnel
 - e. The quality of care provided as a result of the supplemental pay
2. Supporting training directly related to the provision of clinical care, leadership, or management of EMS
 - a. Provide documentation of the training provided
 - b. The number of personnel who received training
 - c. The impact of the training on the quality of care provided by the agency
 - d. The quality of care provided as a result of the training
3. Supplementing wages, benefits, stipends, and incentives for administrative support staff
 - a. The number of administrative support staff who received supplemental pay
 - b. The amount of pay provided
 - c. The impact of the supplemental pay on the agency's ability to recruit and retain qualified personnel
 - d. Any changes in the number of administrative support staff
 - e. The quality of support provided as a result of the supplemental pay

4. Implementation of programming directly related to the Maine EMS Plan for a Sustainable EMS System in the State of Maine: A Vision for 2035
 - a. Which Domain the expected use of the funds impacted
 - b. The amount of funding dedicated to each domain
 - c. The impact to the EMS agency regarding their ability to continue to fund daily EMS operations or to recruit and retain qualified personnel
5. Investment in capital expenditures not to exceed \$50,000 in the aggregate
 - a. Documentation of the capital expenditures made
 - b. The purpose of the expenditures
 - c. The impact of the expenditures on the agency's ability to provide quality care
 - d. Any changes in the quality of care provided as a result of the capital expenditures

Reporting instructions will be provided to recipients by the Department. Any award funds that are not used to complete the approved scope of work outlined in the application will be returned to the State within 30 days of the final report.

Failure to comply with the rules, requirements and restrictions as outlined in this grant application may result in recoupment of funds.

Eligible Activities

It is the recipient's responsibility to ensure that funding is used for approved expenses only.

The funding shall only be utilized for the following activities:

- a. Supplementing wages, benefits, stipends, and incentives for actively licensed emergency medical services persons
- b. Supporting training directly related to the provision of clinical care, leadership, or management of EMS
- c. Supplementing wages, benefits, stipends, and incentives for administrative support staff (e.g., service-level medical director, quality assurance and improvement officer, infection control officer, and training officer)
- d. Implementation of programming directly related to the Maine EMS Plan for a Sustainable EMS System in the State of Maine: A Vision for 2035, with this incorporated by reference and available for download online from <https://www.maine.gov/ems/sites/maine.gov.ems/files/inline-files/20230522-Maine-EMS-Vision-and-Plan.pdf>
- e. Investment in capital expenditures not to exceed \$50,000 in the aggregate

Ineligible Activities and Expenses:

The following are unauthorized uses of the funding:

- a. Expenses or losses reimbursed from any other source(s) or that other sources are obligated to repay

- b. Expenses related to staffing needs that exceed an annual salary of \$76,500, as prorated over the applicable period. This limit does not include standard employee benefit offerings (i.e., the cost of a staff member may be higher because the cost of benefits and salary exceeds \$76,500)
- c. Construction, renovation, purchase, or acquisition costs for facilities
- d. Payment for existing indebtedness
- e. Payment on obligations incurred prior to the award of funds
- f. Supplanting existing local subsidies or funding sources except if they replace volunteer labor, donated services, donated goods, or funds raised through community fundraising efforts (e.g., bake sales, dinners, etc.)
- g. Funds cannot be used for entities engaged in illegal activity under federal or state law or regulation
- h. Expenses that have been or will be reimbursed by insurance
- i. Working capital expenses (i.e., cash for daily business operations)
- j. The recipient is not receiving indirect costs

Record Retention Requirements:

Records shall be maintained for a period of three (3) years following State expenditure of EMS Stabilization monies and subsequent required reporting.

Please be prepared to justify and/or provide documentation to support project expenses, including but not limited to invoices and receipts for approved expenses, signed contracts, quotes, and work orders.

Agency Signature:

The signatory below represents that the person has the requisite authority to enter into this Contract.

I have read and understood the requirements and expectations outlined in this agreement.

Signature: _____

Name: Diana Asanza, Town Manager

Date: _____

Department of Public Safety Signature:

The signatory below represents that the person has the requisite authority to enter into this Contract.

I have read and understood the requirements and expectations outlined in this agreement.

Signature: _____

Name: Wil O'Neal, Director, Maine EMS

Date: _____

AGENDA ITEM #8168

Discussion with Action: Approve and grant an abatement in the amount of \$114.70 for FY22 and \$149.33 for FY23 and a credit of \$249.07 for interest and fees charged to John Allen because he was not the owner of the parcel located at 20 Fifteenth St, parcel number 00311-00026-00001, for FY22, & FY23.

Chair: Shawn O'Neill

**Town of Old Orchard
Beach**

Memo

To: Town Council

From: Karen L. Fortier, CMA, Assessor

cc: Jordan Miles

Date: May 21, 2024

Re: 20 Fifteenth Street – Map/Block/Lot: 311/26/1

After the March 15, 2024 meeting when the Council approved the conveyance of the foreclosed property identified as 20 Fifteenth St, parcel number 00311-00026-00001 to owners of record John Allen for the total amount of \$663.58 in outstanding taxes and accumulated interest due on the effective date of conveyance, FY22, FY23, FY24, including estimated taxes for FY25, I discovered that John Allen was not the owner of record for FY22, FY23 nor FY24.

The subject property is a 900-sf parcel with a 1-car garage. The Deed description for this parcel is included within the Deed for the parcel located at 11 Sixteenth St, Map/Block/Lot: 311/8/1. This parcel has a 3-family building. Tenants use the parcel at 20 Fifteenth St for parking. See enclosed map for the location of both parcels.

John Allen sold both parcels to Peter A. Flood on 12/4/2015, per Deed book 17146 page 501 as recorded in the York County Registry of Deeds (YCRD). However, assessing only transferred ownership for the 11 Sixteenth St parcel and not the subject property.

Over the years, the tax bills for both parcels were paid through FY21. The properties were then sold two more times without this error being discovered.

Peter A. Flood sold the parcels to Bret C. Kilcollins on 6/30/2021, per Deed book 18720 page 1 as recorded in the YCRD. However, Peter A. Flood was the owner of the subject property on April 1, 2021, and is therefore responsible for the FY22 taxes.

Bret C. Kilcollins sold the parcels to Charles T. Berg on 7/15/2022, per Deed book 19072 page 86 per YCRD. However, Bret C. Kilcollins was the owner of the subject property on April 1, 2022, and is therefore responsible for the FY23 taxes.

Charles T. Berg is the current owner and was the owner as of April 1, 2023, and is therefore responsible for the FY24 taxes.

Because the abatement to John Allen is after one year but within three years from commitment (FY22 tax commitment date was 8/15/2021), the Town Council, as the municipal officers, can issue the abatement pursuant 36 M.R.S §841(1) Abatement Procedures.

Therefore, it is recommended that the Council take action to approve and grant an abatement in the amount of \$114.70 for FY22 and \$149.33 for FY23 and a credit of \$249.07 for interest and fees charged to John Allen because he was not the owner of the parcel located at 20 Fifteenth St, parcel number 00311-00026-00001, for FY22, & FY23.

(Note: John Allen was charged \$668.58 = \$114.70 (FY22) + \$149.33 (FY23) + \$249.07 (interest & fees) + \$150.48 (FY24))

As the Assessor, I will issue an abatement in the amount of \$150.48 to John Allen for FY24 as he was not the owner of the subject property as of April 1, 2023.

I will also issue a supplemental tax to the following owners of the parcel Map/Block/Lot: 311/26/1 located at 20 Fifteenth St.

1. Peter A. Flood for FY22 in the amount of \$114.70 for the assessment of \$8,100 as the owner on April 1, 2021.
2. Bret C. Kilcollins for FY23 in the amount of \$149.33 for the assessment of \$12,200 as the owner on April 1, 2022.
3. Charles T. Berg for FY24 in the amount of \$150.48 for the assessment of \$13,200 as the owner as of April 1, 2023.

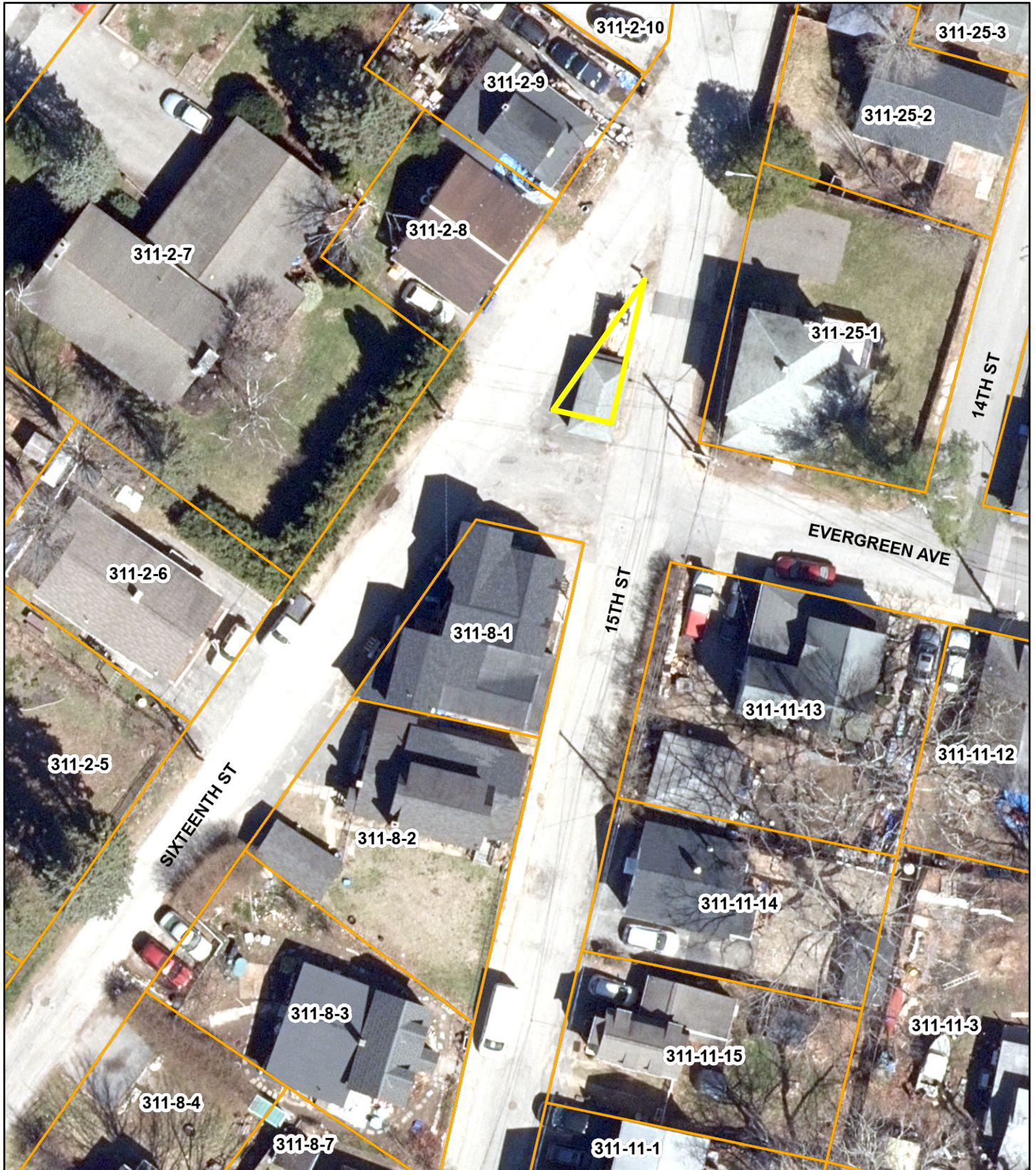


20 Fifteenth Street

Old Orchard Beach, ME

1 inch = 35 Feet

May 15, 2024



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

CURRENT OWNER		TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				4521 OLD ORCHARD BEACH, ME				
ALLEN JOHN E		1	Level	1	All Public	1	Paved	2	Suburban	Description	Code	Assessed	Assessed					
P O BOX 210										RES LAND	1060	7,900	7,900					
OLD ORCHARD ME 04064										RESIDNTL	1060	5,300	5,300					
SUPPLEMENTAL DATA														VISION				
Alt Prcl ID						MH MBL'S												
NOTES 1						BUS LIC												
NOTES 2						NOTES 8												
NOTES 3						PFTC												
NOTES 4						MVR EXE												
ACCESS																		
GIS ID 3340						Assoc Pid#												
										Total		13,200	13,200					
RECORD OF OWNERSHIP				BK-VOL/PAGE		SALE DATE		Q/U V/I		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)				
ALLEN JOHN E				15525	0099	11-24-2008		U	I	138,000		Year	Code	Assessed	Year	Code	Assessed	
JORDAN EDWIN & STACY				11264	0019	01-03-2002		U	V	0		2024	1060	7,900	2023	1060	6,900	
BERUBE LEO & ELIZABETH (1/2)				5092	0318	06-16-1989		U	I	1		00	1060	5,300	2022	1060	5,300	
										Total		13,200	Total	12,200	Total	8,100		
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description		Amount		Code	Description	Number	Amount	Comm Int								
				Total		0.00												
ASSESSING NEIGHBORHOOD										APPRAISED VALUE SUMMARY								
Nbhd	Sub	Nbhd Name		B		Tracing		Batch		Appraised Bldg. Value (Card) 0								
1	A									Appraised Xf (B) Value (Bldg) 0								
										Appraised Ob (B) Value (Bldg) 5,300								
										Appraised Land Value (Bldg) 7,900								
										Special Land Value 0								
										Total Appraised Parcel Value 13,200								
										Valuation Method C								
										Total Appraised Parcel Value 13,200								
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY								
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result			
										06-28-2022	WD	03	6	11	Assessor Review			
										05-10-1990	LS			0	0			
										06-21-1989	55	R		00	Measur+Listed			
LAND LINE VALUATION SECTION																		
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes		Location Adjustment		Adj Unit P	Land Value	
1	1060	AC LND IMP	R-2		900 SF	44.08	1.00000	4	0.20	1	1.000	ACCESSARY USE			1.0000	8.82	7,900	
Total Card Land Units					900 SF	Parcel Total Land Area					0.02	Total Land Value					7,900	

CONSTRUCTION DETAIL							CONSTRUCTION DETAIL (CONTINUED)						
Element	Cd	Description					Element	Cd	Description				
Style:	94	Outbuildings											
Model:	00	Vacant											
Grade:													
Stories:													
Occupancy							CONDO DATA						
Exterior Wall 1							Parcel Id		C		Ownr	0.0	
Exterior Wall 2										B		S	
Roof Structure:							Adjust Type	Code	Description			Factor%	
Roof Cover							Condo Flr						
Interior Wall 1							Condo Unit						
Interior Wall 2							COST / MARKET VALUATION						
Interior Flr 1							Building Value New					0	
Interior Flr 2							Adjusted Base Rate						
Heat Fuel							Year Built					0	
Heat Type:							Effective Year Built					0	
AC Type:							Depreciation Code						
Total Bedrooms							Remodel Rating						
Total Bthrms:							Year Remodeled						
Total Half Baths							Depreciation %						
Total Xtra Fixtrs							Functional Obsol					0	
Total Rooms:							External Obsol					0	
Bath Style:							Trend Factor					1	
Kitchen Style:							Condition						
							Condition %					0	
							Percent Good						
							Cns Sect Rcnld						
							Dep % Ovr						
							Dep Ovr Comment						
							Misc Imp Ovr						
							Misc Imp Ovr Comment						
							Cost to Cure Ovr						
							Cost to Cure Ovr Comment						

No Sketch

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)												
Code	Descript	Sub	Sub Ty	L/B	Units	Unit Pric	Yr Blt	Cond. C	% Gd	Grade	Grade A	Appr. V
FGR1	GARAG			L	200	30.00	2010		89		0.00	5,300

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
Ttl Gross Liv / Lease Area		0	0	0		0



6.28.2022 14:56

CURRENT OWNER				TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT					
BERG CHARLES T				1 Level	1 All Public	1 Paved	2 Suburban	Description	Code	Assessed	Assessed	4521 OLD ORCHARD BEACH, ME	
11 16TH STREET								RES LAND	1060	7,900	7,900		
OLD ORCHARD ME 04064				SUPPLEMENTAL DATA					RESIDNTL	1060	5,300	5,300	VISION
Alt Prcl ID NOTES 1 NOTES 2 NOTES 3 NOTES 4 ACCESS GIS ID 3340				MH MBL'S BUS LIC NOTES 8 PFTC MVR EXE Assoc Pid#									
								Total		13,200		13,200	

RECORD OF OWNERSHIP							BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
BERG CHARLES T							19072	86	07-15-2022	U	V		1	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
KILCOLLINS BRET C							18720	1	06-30-2021	U	V		1	2024	1060	7,900	2023	1060	6,900	2022	1060	5,300
FLOOD PETER A							17146	501	12-04-2015	U	V		1		1060	5,300		1060	5,300		1060	2,800
ALLEN JOHN E							15525	0099	11-24-2008	U	I	138,000										
JORDAN EDWIN & STACY							11264	0019	01-03-2002	U	V	0	1									
								Total					13,200	Total		12,200	Total		8,100			

EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor												
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int												
			Total	0.00																

ASSESSING NEIGHBORHOOD						APPRAISED VALUE SUMMARY					
Nbhd	Sub	Nbhd Name	B	Tracing	Batch	Appraised Bldg. Value (Card)	0				
1	A					Appraised Xf (B) Value (Bldg)	0				
						Appraised Ob (B) Value (Bldg)	5,300				
						Appraised Land Value (Bldg)	7,900				
						Special Land Value	0				
						Total Appraised Parcel Value	13,200				
						Valuation Method	C				
						Total Appraised Parcel Value	13,200				

NOTES												VISIT / CHANGE HISTORY					
GARAGE - REHAB 2022 PROPERTY SOLD WITH 311-8-1 NO HEAT OR ELECTRICITY.												Date	Id	Type	Is	Cd	Purpost/Result
												03-20-2024	KLF			11	Assessor Review
												06-28-2022	WD	03	6	11	Assessor Review
												05-10-1990	LS			0	0
												06-21-1989	55	R		00	Measur+Listed

BUILDING PERMIT RECORD												LAND LINE VALUATION SECTION													
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
									1	1060	AC LND IMP	R-2		900 SF	44.08	1.00000	4	0.20	1	1.000	ACCESSARY USE		1.0000	8.82	7,900

												Total Card Land Units	900 SF	Parcel Total Land Area	0.02	Total Land Value	7,900
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CONSTRUCTION DETAIL							CONSTRUCTION DETAIL (CONTINUED)						
Element	Cd	Description					Element	Cd	Description				
Style:	94	Outbuildings											
Model:	00	Vacant											
Grade:													
Stories:													
Occupancy							CONDO DATA						
Exterior Wall 1							Parcel Id		C		Owne	0.0	
Exterior Wall 2										B		S	
Roof Structure:							Adjust Type	Code	Description	Factor%			
Roof Cover							Condo Flr						
Interior Wall 1							Condo Unit						
Interior Wall 2							COST / MARKET VALUATION						
Interior Flr 1							Building Value New						0
Interior Flr 2							Adjusted Base Rate						
Heat Fuel							Year Built						0
Heat Type:							Effective Year Built						0
AC Type:							Depreciation Code						
Total Bedrooms							Remodel Rating						
Total Bthrms:							Year Remodeled						
Total Half Baths							Depreciation %						
Total Xtra Fixtrs							Functional Obsol						0
Total Rooms:							External Obsol						0
Bath Style:							Trend Factor						1
Kitchen Style:							Condition						
							Condition %						0
							Percent Good						
							Cns Sect Rcld						
							Dep % Ovr						
							Dep Ovr Comment						
							Misc Imp Ovr						
							Misc Imp Ovr Comment						
							Cost to Cure Ovr						
							Cost to Cure Ovr Comment						

No Sketch

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)												
Code	Descript	Sub	Sub Ty	L/B	Units	Unit Pric	Yr Blt	Cond. C	% Gd	Grade	Grade A	Appr. V
FGR1	GARAG			L	200	30.00	2010		89		0.00	5,300

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
Ttl Gross Liv / Lease Area		0	0	0		0





(space above reserved for recording information)

WARRANTY DEED

Joint Tenancy

Maine Statutory Short Form

Maine R.E. Transfer Tax Paid

KNOW ALL MEN BY THESE PRESENTS, That I, **JOHN E. ALLEN** of Old Orchard Beach, York County, Maine, for consideration paid, grant to **PETER A. FLOOD** having a mailing address of 7 Oregon Avenue, Old Orchard Beach, Maine, with **WARRANTY COVENANTS**, the land in Old Orchard Beach, in the County of York and State of Maine, described as follows:

A certain lot or parcel of land together with any buildings thereon, situated in Old Orchard Beach (formerly Old Orchard), York County, Maine, on the Northwesterly side of Fifteenth Street, so-called and being part of lot numbered Eight (8) on said street, bounded and described as follows:

BEGINNING at an iron pipe on the Easterly side of Sixteenth Street, so-called, and the corner of Evergreen Avenue, so-called, and running in a Southwesterly direction Fifty-six and Fifty-eight hundredths (56.58) feet parallel with said Sixteenth Street to an iron pipe;

THENCE running in a Southeasterly direction to an iron pipe on Fifteenth Street;

THENCE parallel with said Fifteenth Street Fifty-two and Sixty-seven hundredths (52.67) feet to the corner of said Fifteenth Street and Evergreen Avenue;

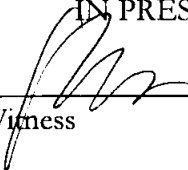
THENCE in a Northwesterly direction parallel with said Evergreen Avenue Twenty-seven and Twenty-seven hundredths (27.27) feet to the point of beginning, together with the irregular piece of land Easterly of said Lot eight (8), bounded by said Fifteenth Street, Sixteenths Streets and Evergreen Avenue.

ALSO including herewith, all of grantors right, title and interest in and to those certain parcels or strips of land described in deed of the Inhabitants of the Municipality of Old Orchard Beach, Maine to Emma Matheson dated July 16, 1986 and duly recorded in the York County Registry of Deeds in Book 3926, Page 18, and being conveyed subject to and together with the terms, conditions and limitations contained therein.

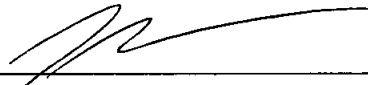
BEING the same premises conveyed to John E. Allen by virtue of a deed from Edwin J. Jordan and Stacy E. Jordan recorded on November 24, 2008 and recorded in the York Registry of Deeds in Book 15525, Page 99.

WITNESS my hand this 4th day of December, 2015.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:



Witness



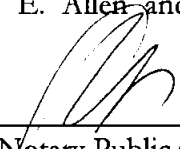
John E. Allen

STATE OF MAINE
County of York, ss.

December 4, 2015

Personally appeared the above named John E. Allen and acknowledged the foregoing instrument to be his free act and deed.

Before me,



~~Notary Public~~/Attorney-At-Law

Print Name: **Reid Hayton-Hull**

My Commission Expires: **Attorney at Law**

Deed/forms/z-dir/clients/meg968

After Recording Return to:
Peter A. Flood
7 Oregon Avenue
Old Orchard Beach, Maine 04005 ← EP

DLN: 1002140151285

After recording return to:

Bret C. Kilcollins
115 Saco Avenue
Old Orchard Beach, ME 04064

WARRANTY DEED
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS, That Peter A. Flood, having a mailing address of 11A Sixteenth Street, Old Orchard Beach, Maine 04064, for consideration paid, grants to Bret C. Kilcollins, having a mailing address of 115 Saco Avenue, Old Orchard Beach, Maine 04064, with **WARRANTY COVENANTS**, the land in Old Orchard Beach, in the County of York and State of Maine, described as follows:

A certain lot or parcel of land together with any buildings thereon, situated in Old Orchard Beach (formerly Old Orchard), York County, Maine, on the Northwesterly side of Fifteenth Street, so-called and being part of lot numbered Eight (8) on said street, bounded and described as follows:

BEGINNING at an iron pipe on the Easterly side of Sixteenth Street, so-called, and the corner of Evergreen Avenue, so-called, and running in a Southwesterly direction Fifty-six and Fifty-eight hundredths (56.58) feet parallel with said Sixteenth Street to an iron pipe;

THENCE running in a Southeasterly direction to an iron pipe on Fifteenth Street;

THENCE parallel with said Fifteenth Street Fifty-two and Sixty-seven hundredths (52.67) feet to the corner of said Fifteenth Street and Evergreen Avenue;

THENCE in a Northwesterly direction parallel with said Evergreen Avenue Twenty-seven and Twenty-seven hundredths (27.27) feet to the point of beginning, together with the irregular piece of land Easterly of said Lot eight (8), bounded by said Fifteenth Street, Sixteenths Streets and Evergreen Avenue.

ALSO including herewith, all of grantors right, title and interest in and to those certain parcels or strips of land described in deed of the Inhabitants of the Municipality of Old Orchard Beach, Maine to Emma Matheson dated July 16, 1986 and duly recorded in the York County Registry of Deeds in Book 3926, Page 18, and being conveyed subject to and together with the terms, conditions and limitations contained therein.

Being the same premises conveyed to Peter A. Flood by virtue of a deed from John E. Allen dated December 4, 2015 and recorded in York Registry of Deeds in Book 17146, Page 501.

Maine R.E. Transfer Tax Paid

WITNESS my hand this 30~~th~~ day of June, 2021.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

[Signature]
Witness

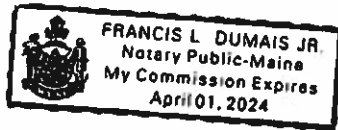
[Signature]
Peter A. Flood

STATE OF MAINE
York, ss.

June 30, 2021

Personally appeared the above named Peter A. Flood and acknowledged the foregoing instrument to be his free act and deed.

Before me,



[Signature]
Notary Public/Attorney-At-Law

Print Name

My Commission Expires

DLN#1002240202150

WARRANTY DEED
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS that I, **Bret C. Kilcollins** of Old Orchard Beach, County of York and State of Maine, for consideration paid, grant to **Charles T. Berg**, having a mailing address of 147 Woodman Avenue, Saco, ME 04072, with **WARRANTY COVENANTS**, a certain lot or parcel of land in Old Orchard Beach, County of York, and State of Maine, bounded and described as follows:

PARCEL I: The land in Old Orchard Beach, in the County of York and State of Maine, described as follows:

A certain lot or parcel of land together with any buildings thereon, situated in Old Orchard Beach (formerly Old Orchard), York County, Maine, on the Northwesterly side of Fifteenth Street, so-called and being part of lot numbered Eight (8) on said street, bounded and described as follows:

BEGINNING at an iron pipe on the Easterly side of Sixteenth Street, so-called, and the corner of Evergreen Avenue, so-called, and running in a Southwesterly direction Fifty-six and Fifty-eight hundredths (56.58) feet parallel with said Sixteenth Street to an iron pipe;

THENCE running in a southeasterly direction to an iron pipe on the Fifteenth Street;

THENCE parallel with said Fifteenth Street Fifty-two and Sixty-seven hundredths (52.67) feet to the corner of said Fifteenth Street and Evergreen Avenue;

THENCE in a Northwesterly direction parallel with said Evergreen Avenue Twenty-seven and Twenty-seven hundredths (27.27) feet to the point of beginning, together with the irregular piece of land Easterly of said Lot eight (8), bounded by said Fifteenth Street, Sixteenths Streets and Evergreen Avenue.

PARCEL II: The following described real estate situated in the Town of Old Orchard Beach, County of York, State of Maine, being certain parcels or strips of land bounded and described as follows:

Beginning at an iron pin buried in the ground located at the Westerly corner of the intersection of 15th Street and Evergreen Avenue, said pin being on the boundary line of said street and avenue and land owned by Grantee herein and described more particularly at the York County Registry of Deeds in Book 916, Page 113;

Thence, Northeasterly along the Northerly sideline of said 15th Street a distance of two (2) feet to a point;

Maine R.E. Transfer Tax Paid

Thence, Northwesterly along a line parallel to the Southerly sideline of Evergreen Avenue a distance of thirty (30) feet to a point situated in 16th Street;

Thence, Southwesterly along a line parallel to the Southerly sideline of 16th Street a distance of fifty six and fifty-eight one hundredths (56.58) feet to a point;

Thence in a Southerly direction a distance of two (2) feet more or less to an iron pin in the ground located on the Southerly sideline of said 16th Street which pin designates the Westerly corner of the said lot owned by Grantee herein.

Also conveying an easement to certain portions of said 15th Street, 16th Street and Evergreen Avenue abutting and bounding a triangular parcel of land described at said Book 916, Page 113, upon which parcel currently is located a one car garage certain parts of which garage protrude and encroach into said streets and said avenue, such that said encroachments shall be situated on said easements.

Being the same premises conveyed to Bret C. Kilcollins, by virtue of a deed from Peter A. Flood dated June 30, 2021 and recorded in the York County Registry of Deeds in Book 18720, Page 1.

WITNESS my hand this 15th day of July, 2022.

Witness



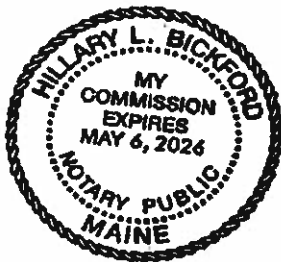
Bret C. Kilcollins

STATE OF MAINE
COUNTY OF CUMBERLAND

July 15, 2022

Personally appeared the above-named Bret C. Kilcollins and acknowledged the foregoing instrument to be his free act and deed.

Before me,





Notary Public or Attorney at Law

After recording return to:

Charles T. Berg
11 16th Street, Old Orchard Beach, ME 04064

AGENDA ITEM #8169

Discussion with Action: Renew the liquor license for Old Orchard Beach Inn LLC, (205-1-23), 6 Portland Avenue, m-s-v in a bed and breakfast Class V.

Chair: Shawn O'Neill

AGENDA ITEM #8170

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

Chair: Shawn O'Neill

AGENDA ITEM #8171

Discussion with Action: Approve the Special Event Permit application for the Veteran's Memorial Park Flag Raising Committee to hold their annual "Veterans Flag Raising" at 6 p.m, Memorial Day, May 27th, and every Saturday until August 31st, 2024. Additional days of September 9th, 6 p.m., September 20th, 6 p.m., November 11th, 11 a.m., and December 7th, 7:50 a.m., 2024.

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 Dennis Robillard

Address of applicant 12 Banks Brook Road, Old Orchard Beach, ME 04064
City State Zip

Phone number of applicant (207) 468-0443 Fax ()

Cell phone () E-mail risc@maine.rr.com

On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)
Old Orchard Beach Flag Raisers.

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

Type of Event:

- Festival/Fair
- Race/Walk/Bike Ride
- Concert
- Parade/March
- Other – Please specify Flag raising ceremony once per week, most likely Saturday plus additional requested days.

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

None

Will you be using tents? _____ YES XXX 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 ~~XXX~~ NO

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

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

Other: _____

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

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

Name Dennis Robillard Work Phone (207) 468-0443

Address 12 Banks Brook Road Old Orchard Beach, ME 04064
City State Zip

Cell phone (207) 468-0443 Fax () _____

E-mail risc@maine.rr.com

4. SET-UP Date for Event _____ Day of Week Saturdays from 5:45PM to 6:00PM

Date of Event _____ Day of Week Saturday from 6:00PM to 6:30PM

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

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

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

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

RAIN DATE(s) _____ Times _____

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

5. Location of the Event In front of Flag

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

6. The estimated number of participants in the event

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

*Saturdays thru 8-31
always
w/ 9-9-24
9-20-24
& 11-11-24 11am
12-7-24
7:50
am*

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

No roadway will be used

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 XXX NO

Description of merchandise _____

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

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

If this event a Regional School Unit #23 event? _____ Yes XXX 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:

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

Will participants be charged for parking? _____ YES XXX NO

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

XXX YES (if yes, please list dates): Every year since 2011

 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) :

No security plan, normally less than 25 people attend

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

Times: How many?

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

Name: Phone Number:

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

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

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

Where will the event attendees/participants park? On the street or in the library parking lot.

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

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

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

If yes, give details: _____

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

N/A

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 XXX 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 XXX NO

If yes, explain: _____

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

No signage

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

Will the alcohol be: No Sold; No Given away; No 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 N/A

20. Will the event involve professional fireworks? _____ YES XXX 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? N/A

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

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

22. Piping Plovers are state and federally protected birds that nest on beaches. There are mandatory beach management guidelines from April 1st through August 31st of each year. Will this event occur on the beach? _____ YES XXX 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. We do not have insurance

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

SPECIAL EVENT PERMIT AGREEMENT


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

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

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

Signature: 
(authorized representative)

Date: 4/30/24

Print name: Dennis P Robillard

Print Organization Name (if applicable): Old Orchard Beach Flag Raisers

First Street

Gazebo

Events will be held
in front of Flag with a
Speaker on the gazebo

Flag Pole



Kim McLaughlin

From: Dennis Robillard <risc@maine.rr.com>
Sent: Monday, May 13, 2024 12:14 PM
To: Kim McLaughlin
Subject: RE: special permits application

EXTERNAL

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

All at 6PM except Nov. 11 at 11am and 7:50AM on Pearl Harbor Day.

From: Kim McLaughlin <kmclaughlin@oobmaine.com>
Sent: Monday, May 13, 2024 11:44 AM
To: Dennis Robillard <risc@maine.rr.com>
Subject: RE: special permits application

Are they all at the same time, 5:45 p.m. to 6:30 p.m.

Kim

From: Dennis Robillard <risc@maine.rr.com>
Sent: Monday, May 13, 2024 11:26 AM
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: RE: special permits application

EXTERNAL

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

The last Saturday is August 31 along with September 9, September 20, Veterans Day and December 7.

Dennis

From: Kim McLaughlin <kmclaughlin@oobmaine.com>
Sent: Thursday, May 9, 2024 1:21 PM
To: Dennis Robillard <risc@maine.rr.com>
Subject: FW: special permits application

Dennis,

Kim at the Chamber of Commerce forwarded me your Special Event Application. Are these starting Memorial Day on Saturdays throughout the summer? What is the end date?

Thank you.

Kim

From: Kim McLaughlin <circ2@ooblibrary.org>
Sent: Thursday, May 9, 2024 9:19 AM
To: Kim McLaughlin <kmclaughlin@oobmaine.com>
Subject: FW: special permits application

EXTERNAL

This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe. If in doubt, please use an alternate method to the individual who claims to be sending the email.

I think Dennis meant to send this to you. Sorry it didn't get to you before now. I was out from April 27 until yesterday. This is my first day back.

Kim

From: risc@maine.rr.com <risc@maine.rr.com>
Sent: Tuesday, April 30, 2024 4:06 PM
To: 'Kim McLaughlin' <circ2@ooblibrary.org>
Subject: special permits application

Kim

Attached is the application for special events for the flag raising events, thank you for your help

Dennis Robillard
Flag Raiser
Veterans Memorial Park
Old Orchard Beach, ME 04064
207-468-0443
Facebook <https://www.facebook.com/OOB-Memorial-Flag-Raising-171597916232828/>



AGENDA ITEM #8172

Discussion with Action: Approve the Special Event Permit application for Lexine Anastos to hold her wedding on the beach between the Sandpiper Motel and Crest Motel, to include a wooden arbor, beach runner at beach entry point, directional signage, and folding chairs, on June 8th, 2024, from 1:00 p.m. to 5:30 p.m. including set-up and takedown. Applicant to check with Public Works before the event, reference federally protected Piping Plovers. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be submitted to the Town Clerk's Office at least two weeks prior to the event.

Chair: Shawn O'Neill

APPLICATION INFORMATION

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

1. Name of applicant Lexine Anastos
- Address of applicant 1200 Pleasant St, Weymouth MA 02189
City State Zip
- Phone number of applicant (813) 504-4456 Fax ()
- Cell phone () ↙ E-mail Dixon682024@gmail.com

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

self

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

Type of Event:

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

wedding ceremony

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

30 min ceremony on the beach with music
and a microphone provided by bride and groom

Will you be using tents? _____ YES NO

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

Will you be using staging? _____ YES NO

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

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

Other: _____

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

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

Name Lexine Anastos Work Phone (813) 504-4456

Address 1200 Pleasant St, Weymouth, MA 02189
City State Zip

Cell phone (813) 504-4456 Fax () _____

E-mail Dixon682024@gmail.com

4. SET-UP Date for Event 6/8/2024 Day of Week Sat from 1 pm to 3 pm

Date of Event 6/8/24 Day of Week Saturday from 4 pm to 5 pm

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

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

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

TAKE-DOWN date 6/8/24 Day of Week Saturday from 5 pm to 5:30 pm

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

5. Location of the Event Old Orchard Beach, on the beach (.25 mile from pier)
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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

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

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

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

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

Description of merchandise _____

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

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

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

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

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

12. List any Event Sponsors:

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) :

N/A

Additional Uniformed presence provided by: ___Off-Duty Police Officers; ___ Private Security;
___Volunteers

Times: _____ How many? _____

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

Name: _____ Phone Number: _____

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

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? Cash lot or their hotel

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

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

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

If yes, give details: _____

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

There will not be any trash

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

If yes, number needed and location _____

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

_____ YES NO If yes, please describe:

Is any other public works assistance needed? NO

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

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

If yes, explain: _____

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.

on location: wooden arbor, 20 folding chairs, beach runner
upon beach entry: directional signage (wooden stakes in sand)

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 1st through August 31st of each year. Will this event occur on the beach? YES _____ NO

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

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

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

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

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

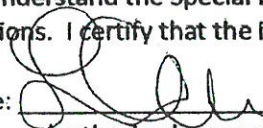
I, Lexine Anastos on behalf of myself
(Print Applicant Contact Name) (Print Organization/Group Name)

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

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

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

Signature: 
 (authorized representative)

Date: 5/5/24

Print name: Lexine Anastos

Print Organization Name (if applicable): _____

wedding coordinator contact: (if needed)
 Brianna Lewis
 (603) 205-0911
 brianna.lewis548@gmail.com

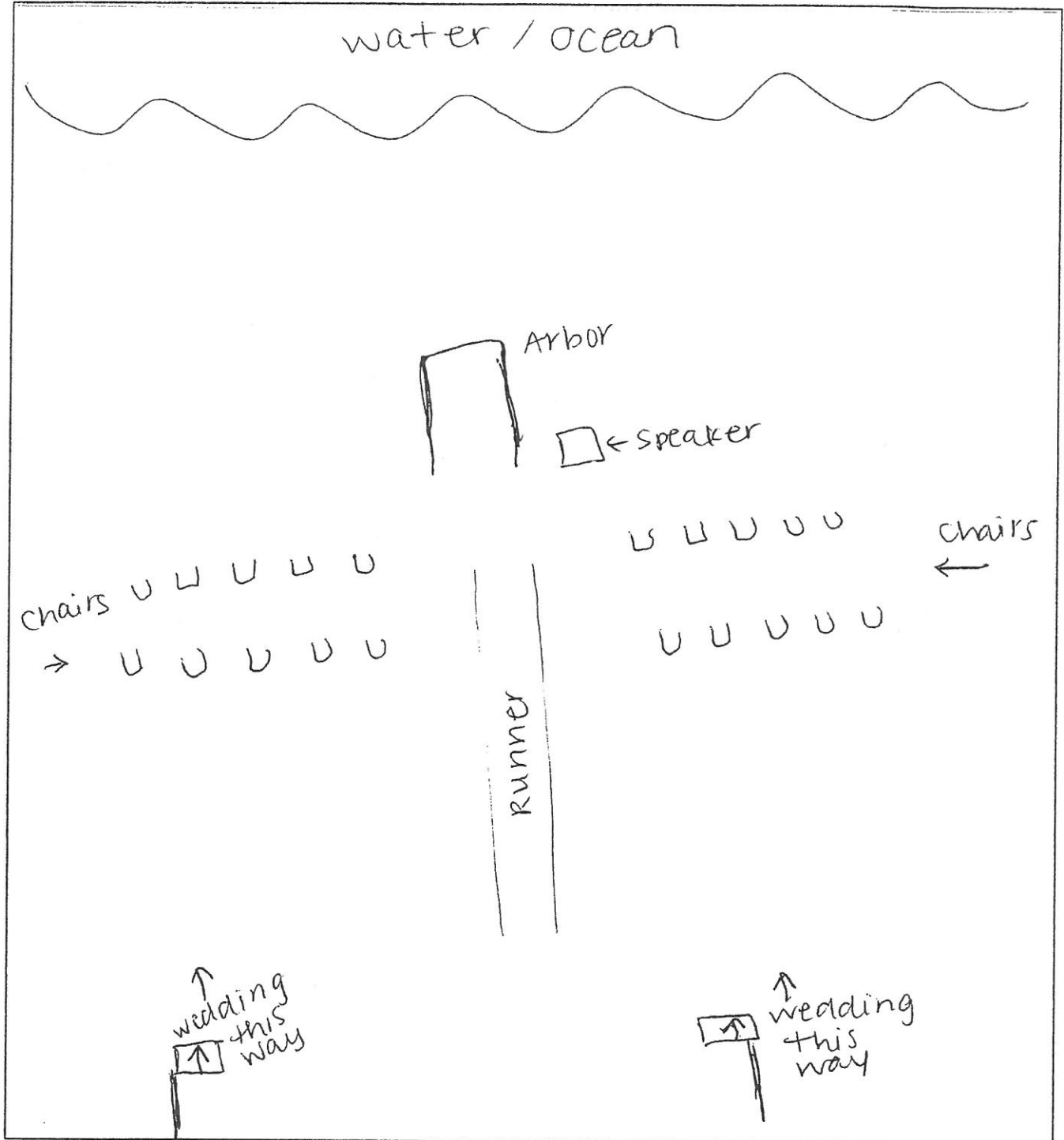
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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





doors
ard
owntown

Landry's
Shop 'N Save

Beach Walk
Oceanfront Inn

11 min

Alouette
Beach Resort

Abellona
Inn & Suites

Old Orchard
Beach

Green Dolphin
Motel

The Sandpiper
Beachfront Motel

PORTLAND AVE

FOOTE ST

Sea Shell Events

Crest Motel

Life 64

Beach Bagels

Copley
LaReine Motel

Jungle Adventure
3D Mini Golf

Old Orchard
Beach Pier

Saco Bay

Big Shots

Palace Playland

ST

Old Orchard
Beach

The Brunswick

FIRST ST

AGENDA ITEM #8173

Discussion with Action: Approve the Special Event Permit application for the Chamber of Commerce to hold their Annual Beach Olympics on Thursday, August 15th, delivery of flatbed to square after midnight, and the event from 5:00 p.m. to 9:00 p.m., Friday, August 16th, 10:00 a.m. to 9:00 p.m., and Saturday, August 17th, 10:00 a.m. to 9:00 p.m., 2024, to include activities and music on the beach, the Square, and Memorial Park Basketball Courts. Request to close the Square for the event, and to have voluntary tolls at the intersection of East and West Grand Avenues. Insurance, listing the Town as additionally insured, to be submitted to the Town Clerk's Office at least two weeks prior to the event. Applicant to check with Public Works before the event, reference federally protected Piping Plovers.

Chair: Shawn O'Neill

ADJOURNMENT

APPLICATION INFORMATION

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

1. Name of applicant Old Orchard Beach Chamber of Commerce

Address of applicant 11 First St, Old Orchard Beach, ME 04064
City State Zip

Phone number of applicant (207) 934-2500 Fax (207) 934-4994

Cell phone (417) 743-3605 E-mail kimh@oldorchardbeachmaine.com

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

Special Olympics Maine

Website address (if an Organization, Firm or Corporation) www.oldorchardbeachmaine.com

Type of Event:

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

Events in Town Square, on the beach & basketball courts - Memorial Park

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

Opening Ceremony w/ torch lighting, live music & ^{voluntary} talls - 8/15/24

Children's Activities, live music & voluntary talls - 8/16/24

Children's Activities, on the beach, Town Square & ^{basketball} Courts
& live music & voluntary talls - 8/17/24

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.

One canopy in Town Square for 8/15-8/17/24;
set up by Special Olympics Maine.

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) - Flatbed Truck

Other: _____

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

Town Square - 8/15 - 8/17/24

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 Howard Work Phone (207) 934-2500

Address 11 First St, Old Orchard Beach, ME 04064
City State Zip

Cell phone (477) 3-3605 Fax (207) 934-4994

E-mail Kimh@oldorchardbeachmaine.com

4. SET-UP Date for Event 8/15/24 Day of Week Thursday from Delivery of flatbed after 12am to _____

Date of Event 8/15/24 Day of Week Thursday from 5:00pm to 9:00pm

Date of Event 8/16/24 Day of Week Friday from 10:00am to 9:00pm

Date of Event 8/17/24 Day of Week Saturday from 10:00am to 9:00pm [Ⓢ] Will work w/ MAPS

Date of Event _____ Day of Week _____ from _____ to _____ ^{Breakaway 5K}

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

5. Location of the Event OOB Town Square, Beach East/West Grand Ave,
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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

Basketball Courts
Memorial Park

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.

Will occupy Town Square

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

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

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

Description of merchandise Silent Auction

10. Is the event a Charitable event? YES NO

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

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

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

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

Special Olympics of Maine

12. List any Event Sponsors:

Saco Biddeford Savings

OOB Chamber of Commerce

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): past 40 years
 NO

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

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

OOB Police presence in Town Square, barricades for Entrance to Town Square

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

Times: 8/15 - 8/17/24 How many? ≈ 30 volunteers

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)

Flatbed stage w/ canopy; chairs & tables

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).

Speakers & microphones for Opening Ceremony on 8/15; & live music on 5/16 & 5/17

Where will the event attendees/participants park? Public lots & side streets; volunteers will need parking passes

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: Flatbed stage in Town Square

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

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

If yes, number needed and location Entrance & exit of Town Square - barricades; 4 PW cones on basketball courts

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:

No parking in Town Square from 8/15/24 @ 12pm through 8/19/24 @ 8am for Flatbed removal

Is any other public works assistance needed? Cones at basketball courts,
barricades at entrance/exit for Town Square

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: Olympic butane torch in Town Square

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.

Chamber & Special Olympics banners in Town
Square on Flatbed; A-frame signs on East/West
Grand Avenues.

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 1st through August 31st of each year. Will this event occur on the beach? YES _____ NO

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

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

SPECIAL EVENT PERMIT AGREEMENT

I, Kim Howard on behalf of Old Orchard Beach Chamber of Commerce
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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3. To develop a comprehensive security plan in conjunction with the Old Orchard Beach Police Department.
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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 Howard*
(authorized representative)

Date: 5/3/2024

Print name: Kim Howard

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

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

Ⓟ Same set up as previous years.

