



Town Council - Meeting Agenda

Tuesday, July 16th, 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:

FY 23 Town Report dedication.

GOOD & WELFARE:

PRESENTATION:

Corvette Weekend group – presentation to Town Council

ACCEPTANCE OF MINUTES:

Accept the minutes from the 6/17/2024 Workshop, the 6/18/2024 Regular Meeting, and the 7/9/2024 Emergency Executive Session.

Chair: Shawn O'Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Michael Cannon, (211-4-1-2), 163 Temple Avenue, one (1) year-round short-term rental.

Michael Riley, (312-6-7), 27 West Old Orchard Avenue, one (1) year-round short-term rental.

Tracy Dunne, (206-27-5-9), 5 Sunset Drive #9, one (1) year-round short-term rental.

Tracy Dunne, (305-2-1-32), 31 East Grand Avenue #32, one (1) year-round short-term rental.

Billow House 2 LLC, Chris Kerrigan, (324-16-7), 2 Temple Avenue, sixteen (16) year-round rentals.

Moira Russell Rascati, (312-2-4), 26-28 Highland Avenue, one (1) seasonal rental.

Debra MacDonald, (301-7-3), 184 East Grand Avenue, one (1) seasonal rental.

Avesta Housing/Saco Housing Development, (208-3-1), 169 Saco Avenue, sixty six (66) year-round rentals.

Ian MacKenzie, (323-14-9), 61 Colby Avenue, one (1) seasonal rental.

Cynthia Swerdlove, (322-5-8), 42 Massachusetts Avenue, one (1) year-round short-term rental.

Maria Conway, (302-7-10), 176 East Grand Avenue, one (1) seasonal short-term rental.

Thomas Jackson, (302-7-4-101), 162 East Grand Avenue, one (1) year-round short-term rental.

Carla and Andrew Page, (313-4-5), 12 Camp Comfort Avenue, one (1) seasonal rental.

OKM Property Management LLC, William Martin, (303-1-6), 103 East Grand Avenue, one (1) seasonal short-term rental.

Spudcraft and Sandwich, Muhammed Ebiri, (307-2-1), 1 Old Orchard Street, victualers with prep and no alcohol.

Zheng Property Management LLC, Tong Zheng, (305-4-5), 45 East Grand Avenue, twelve (12) short-term rentals.

Anania Properties LLC, Peter Anania, (320-3-5-5), 44 Colby Avenue, one (1) year-round short-term rental.

Rent on the Sea LLC, Cheryl and Mark Ramsey, (306-3-5-5), 2 Kinney Avenue Unit #5, one (1) year-round rental.

Alice Osborn, (314-9-1), 50 Park Avenue, one (1) seasonal rental.

Tamarack Rentals, Maylor LLC, Tammy and Robert Behringer, (321-5-6), 11 Winona Avenue, one (1) seasonal short-term rental.

Summer Drive LLC, Tom Ouellette, (312-17-1), 80 First Street, one (1) year-round rental.

Mary George, (205-19-24-6), 2 Foote Street Unit #6, one (1) seasonal short-term rental.

Kaitlin Barata, (312-2-1-28), 1 Bay Avenue Unit #28, one (1) seasonal short-term rental.

Daniel Clark, (205-19-18-29), 47 Milliken Street Unit #29, one (1) year-round rental.

Viktorija Gladish, (206-24-38), 15 School Street, three (3) year-round rentals.

Summer Drive LLC, Tom Ouellette, (312-17-1), 80 First Street, one (1) year-round rental.

Lise Ouellette, (305-4-1), 1 Cleaves Street, one (1) year-round short-term rental.

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8196

Discussion with Action: Appoint Tim Fleury to the position of Temporary Town Manager per Town Charter section 503 starting on July 12, 2024, until Town Manager Asanza's return.

Chair: Shawn O'Neill

AGENDA ITEM #8197

Discussion with Action: Re-appoint Rickey Haskell as Code Enforcement Officer, Electrical Inspector and Licensed Plumbing Inspector; Timothy Nelson as Deputy Code Enforcement Officer; Zachary Heffernan as Deputy Code Enforcement Officer, Licensed Plumbing Inspector, and Electrical Inspector; Jennifer Leeman as Deputy Code Enforcement Officer, Licensed Plumbing Inspector, and Electrical Inspector, terms to expire 06/30/2025.

Chair: Shawn O'Neill

AGENDA ITEM #8198

Discussion with Action: To accept the proposal from Knowles Industrial Services Corporation in the amount of \$119,476.00 to recoat the garage bay floor and surrounding areas, including the replacement of the existing floor drain, from account # 52002-50813 CIP Facilities Improvements- Fire with a balance of \$396,672.24.

Chair: Shawn O'Neill

May 3, 2024

Mr. John Gilboy
OOB Fire Dept
136 Saco Ave.
Old Orchard Beach, ME 04064

RE: Truck Bay and Break area Flooring

Dear Mr. Gilboy:

Thank you for giving me the opportunity to provide you with our quotation for the flooring work we looked at. The following notes clarify what items are or are not included as part of our proposal.

Lump Sum Costs: \$119,476.00

Scope of Work:

- Mobilization and demobilization
- Set-up equipment
- Set up poly containment as needed and fan for ventilation to the closest outside door
-
- BREAK AREAS (Approx 1000 SF)
- Lightly grind all existing flooring for prep
- Prime the small area that has a moisture issue with a moisture mitigation primer.
- Roll Sherwin Williams Resuflor topcoat with Shark Grip non skid to provide an orange peel finish.
-
- TRUCK BAYS (Approx 5,500 SF)
- Install one new floor drain down the middle to replace the existing drain, including new heavy duty covers
- Grind and shotblast off existing coating to prep the concrete
- V-cut and seal and cracks in the floor
- Repair any unsound concrete areas

- Install a 3coat heavy duty Neogard traffic coating system
- Line stripe to match existing
- Clean up and demobilize

Notes:

- Foreman will be the safety officer
- Work to be complete on day shifts, Monday through Friday, 8 to 10 hours a day
- Truck bays to be complete in 2 Phases, so we will need full access to half of the areas at a time for approx. 1 ½ to 2 weeks at a time.
- Break area will take approx. 3 days to complete

Provided by Others:

1. Area to park a truck and equipment next to the entrance
2. Sanitary facilities
3. Removal of all equipment
4. 20-amp 110 V outlets for tools
5. Dumpster for debris and trash

As mentioned above, the items in this letter are to be considered part of our bid proposal. We look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to call.

Respectfully,

Timothy A. Rich, PE
President

John Gilboy

From: Tim Rich <trich@knowlesindustrial.com>
Sent: Thursday, May 2, 2024 9:53 AM
To: John Gilboy
Subject: Various pricing for Exterior and Truck Bay Floor repairs
Attachments: OOB Truck Bay Flooring.docx

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.

Hi John,

Sorry for the delay in getting these prices back to you. Attached please find a proposal for the new drain and floor coating work in the truck bay and the break areas. Pricing for the new truck bay lintels and Admin office window are below.

Admin Office Window Leak: \$12,500.00
(This is for staging access, removal and replacement of the shifted CMU block and installation of a new lintel above the window to stop the leaking issue in that room.)

Truck Bay Door Lintel Replacement: 4 @ \$24,850.00 each = \$99,400.00
(This is for mobilization, staging access, removal and replacement of the Steel Lintel system and CMU block replacement as needed for access to the steel.)

I hope this helps, please let me know if you need any more information.

Thanks

Tim Rich, PE
President – Business Development

TIM RICH, PE | President – Business Development | **Knowles Industrial Services**
(P) 207-854-1900 (F) 207-854-4996 (C) 207-329-3375
295 New Portland Road, Gorham, Maine 04038
www.knowlesindustrial.com

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INDUSTRIAL SERVICES

100% Employee-Owned & Operated

AGENDA ITEM #8199

Discussion with Action: To accept the proposal from Peter Petit Excavating, Inc. in the amount of \$48,200.00 to replace 180' of sewer lines on First St. between Union Ave and Ocean Ave., from account number 50002-50508 CIP Sewer Repairs, with a balance of \$1,204,150.52.

Chair: Shawn O'Neill

Council Information

Department: Wastewater

Meeting date: July 16, 2024

Subject: Repair sewer line on First Street

Commentary: PW staff discovered multiple sinkholes on First Street from Union Avenue to Ocean Avenue. CCTV indicated that this 180' section of clay pipe had multiple breaks and voids. On each end is PVC which makes the connection easier. This also includes 180' of full pavement.

Information included: Quote from Peter Petit for \$48,200

Recommendation: Approve quote from Peter Petit for \$48,200

Discussion with action:

Account #

Balance \$

Respectively submitted by,

Christopher White

Wastewater/Public Works Superintendent

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 #
6/24/2024	1777

Item	Description	Total
	Job: 1st Street	
Service	Change 180ft sewer to 8" pvc	22,500.00
Service	Tie in 1 lateral	1,500.00
Stone	Stone	1,200.00
Fill	Clean Fill to backfill	2,200.00
Gravel	Base, finish Gravel	2,800.00
Cut	Saw Cut, remove pavement	3,000.00
Paving	180 x 30 re-pave road	15,000.00
	Note: ledge unforeseen will be an extra	

Total	\$48,200.00
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AGENDA ITEM #8200

Discussion with Action: To accept the proposal from Musco Lighting for a new Ballpark B2 lighting pole to be installed by Island Lighting and Power Systems Inc. for the amount of \$108,294.00 from account #51002-50911 CIP Ball Park Improvements/Repair with a balance of \$626,837.38.

Chair: Shawn O'Neill



Memories Start *Here*

Town Of Old Orchard Beach
Recreation & Ballpark
7 Ballpark Way, Old Orchard Beach, ME 04064
207.934.0860
jwebber@oobmaine.com
www.oobmaine.com
www.OOBRec.com

FY25 CIP - Installation of the B Pole LED Stadium Light.

I am writing to recommend moving forward with the replacement of the stadium light that was taken down due to safety hazards. After careful consideration and evaluation of options, I propose that we proceed with Musco Lighting for this project, with installation services provided by Island Lighting.

Reasons for Recommendation:

- 1. Expertise and Reputation:** Musco Lighting has been a leader in stadium lighting for over 40 years. They were the original provider of the lights at our ballpark in 1983, demonstrating a longstanding commitment to quality and reliability.
- 2. Comprehensive Warranty and Support:** Musco offers a 25-year warranty that covers all aspects of the lighting system, including parts and labor. This warranty ensures that any issues will be promptly addressed by Musco's dedicated team of over 200 staff members. Their Control-Link system allows for remote monitoring and control of the lights, providing convenience and efficiency in management.
- 3. Installation Expertise:** Island Lighting, who previously removed the leaning light tower, has been selected to handle the installation. They have demonstrated their capability and familiarity with the project, ensuring a smooth and efficient installation process.

Scope of Island Lighting's Installation Work:

- Auger (1) new drilled shaft with concrete backfill
- Install (1) Musco precast base
- Assemble and Erect (1) new Musco B Pole
- Extend existing electrical conduits from new handhole
- Includes trenching and backfill
- Connect and energize

Cost Breakdown:

- Musco Lighting: \$76,083 (material)
- Island Lighting: \$32,211 (installation)

4. **Long-Term Cost Savings:** The proposed LED lights not only come with a 25-year warranty that eliminates maintenance costs but also promise significant immediate savings on electricity bills—estimated to reduce costs by 40%-76%. These savings contribute to our municipality's long-term financial health and sustainability goals.
5. **Quality and Performance:** Musco Lighting prioritizes factors critical to sports facilities, such as minimizing light spill and glare, enhancing playability, and ensuring optimal visibility for both players and spectators.

I believe that selecting Musco Lighting for this project, with installation by Island Lighting, aligns with our goals of safety, efficiency, and cost-effectiveness. Please let me know if you require any further information or if there are additional considerations to discuss before proceeding.

Thank you for your attention to this matter.

Jason Webber
Town of Old Orchard Beach
Recreation / Ballpark Director

April 28, 2023

Old Orchard Beach Ballpark
Old Orchard Beach, ME
Ref: 161839

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

Quotation Price – Materials Only Delivered to Job Site

Option 1: Baseball Field B2 Pole Only - 308'/400'/327'	\$ 76,083.00
Option 2: Baseball Field All New Poles– 308'/400'/327'	\$ 419,921.00
Option 3: Baseball Field with Retrofit - 308'/400'/327'	\$ 349,286.00

*Sales tax, bonding, labor, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50fc Infield & 30fc outfield and uniformity of 2:1 Infield & 2.5:1 Outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

Option 1

- (1) Pre-cast concrete bases with integrated lightning grounding
- (1) Galvanized steel poles

Option 2

- (6) Pre-cast concrete bases with integrated lightning grounding
- (6) Galvanized steel poles

Option 3

- (4) Pre-cast concrete bases with integrated lightning grounding
- (4) Galvanized steel poles

All Pole Options

- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years



Quote

- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Voltage and Phase require confirmation.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Alan Grady
Sales Representative
Musco Sports Lighting, LLC
Phone: 207-604-8748
E-mail: Alan.Grady@Musco.com



AGENDA ITEM #8201

Discussion with Action: Convey foreclosed property identified as 2 CAPTAINS ROAD, Parcel Number 00102-00003-00002 to owners of record GILMAN BETH E and BARTLETT SYLENA B, for the total amount of \$49,565.21 in outstanding taxes and accumulated interest, due on the effective date of conveyance, FY21, FY22, FY23, FY24, including estimated taxes for FY25, plus any legal costs incurred by the Town of Old Orchard Beach, and delegate to the Town Treasurer the authority to sign all documents and undertake all actions necessary to accomplish the same.

Chair: Shawn O'Neill

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Parcel: 00102-00003-00002

Location: 2 CAPTAINS RD

Owner:
 GILMAN BETH E
 BARTLETT SYLENA B
 2 CAPTAINS ROAD
 OLD ORCHARD BEACH ME 04064

Status:
 Total 17.880
 Deferr .000
 Land Valuation: 141,339
 Building Valuation: 600,300
 Exemptions: 0
 Taxable Valuation: 741,639
 Interest Per Diem: 6.01

Legal Description:

Deed Date: 09/23/2022

Book/Page: 19119/0249

Interest Date: 07/01/2024

Year	Type	Bill				
2024	RE-R	57				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	RE TAX AMT	4,227.34	4,227.34	131.57	4,358.91	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	MAIL	8.69	8.69	0.00	8.69	
		4,239.03	4,239.03	131.57	4,370.60	
2	RE TAX AMT	4,227.34	4,227.34	47.25	4,274.59	
	30 DAY FEE	0.00	0.00	0.00	0.00	
	MAIL	0.00	0.00	0.00	0.00	
		4,227.34	4,227.34	47.25	4,274.59	
Year Totals		8,466.37	8,466.37	178.82	8,645.19	

Year	Type	Bill				
2023	TL-R	9				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	8,391.13	8,391.13	455.19	8,846.32	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	MAIL	8.10	8.10	0.00	8.10	
	LIEN COST	51.00	51.00	0.00	51.00	
	INT.AT LIE	217.48	217.48	0.00	217.48	
		8,670.71	8,670.71	455.19	9,125.90	
Year Totals		8,670.71	8,670.71	455.19	9,125.90	

Year	Type	Bill				
2022	TL-R	47				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	10,821.07	10,821.07	1,238.05	12,059.12	
	30 DAY FEE	3.00	3.00	0.00	3.00	
	MAIL	7.23	7.23	0.00	7.23	
	INT.AT LIE	415.34	415.34	0.00	415.34	
		11,246.64	11,246.64	1,238.05	12,484.69	
Year Totals		11,246.64	11,246.64	1,238.05	12,484.69	

TOWN OF OLD ORCHARD BEACH



Real Estate Tax Statement

Year	Type	Bill				
2021	TL-R	2				
Inst	Charge	Billed	Principal Due	Interest Due	Total Due	
1	REAL ESTAT	8,820.24	8,820.24	1,881.01	10,701.25	
	MAIL	7.23	7.23	0.00	7.23	
	30 DAY FEE	3.00	0.00	0.00	0.00	
	LIEN COST	51.00	0.00	0.00	0.00	
	INT AT LIE	375.56	134.58	0.00	134.58	
		9,257.03	8,962.05	1,881.01	10,843.06	
Year Totals		9,257.03	8,962.05	1,881.01	10,843.06	
Grand Totals		37,640.75	37,345.77	3,753.07	41,098.84	

** End of Report - Generated by Thomas Dore **

FY25 + 8,466.37

 \$ 49,565.21

AGENDA ITEM #8202

Discussion with Action: To approve the (3) three-year contract with CAI Technologies to provide support services for the Town's Geographic Information Services (GIS) in the amount of \$ 57,600.00 for FY 25 from account number 20102-50809 GIS Program Expense with a balance of \$54,000.00, and for FY 26 in the amount of \$62,040.00 and for FY 27 in the amount of \$63,630.00.

Chair: Shawn O'Neill



PROFESSIONAL GIS SERVICES FOR THE TOWN OF OLD ORCHARD BEACH, MAINE

Submitted July 01, 2024 by,



11 Pleasant Street, Littleton, NH 03561
P (603) 444-6768 / (800) 322-4540
cai-tech.com



Special Achievement in GIS
2020 Award Winner



ArcGIS Online
Specialty

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LETTER OF TRANSMITTAL

Cartographic Associates, Inc.
Dba CAI Technologies
11 Pleasant Street, Littleton, NH 03561
Tel: 800-322-4540 Fax: 603-444-1366
cai-tech.com



The undersigned proposer acknowledges and accepts that all the terms and conditions set forth in this proposal are mandatory and agrees that they will be included in their entirety in any contract resulting from this proposal.

CAI Technologies warrants and certifies that the individual signing this proposal is a bona fide employee of the firm and has authority to solicit and secure any agreement resulting from this proposal. The proposal has been arrived at independently, without collusion, consultation or communication as to any other proposer or with any competitor. The proposal price was not disclosed by the proposer and was not knowingly discussed prior to the submission, directly or indirectly, to any other proposer or any other competitor. No attempt was made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

No elected official or appointed official or employee of the Town of Old Orchard Beach shall benefit financially or materially from any contract resulting from this proposal. This proposal shall remain in full force and effect for at least ninety (90) days from the date first shown herein.

PROPOSER: BY: 
Timothy Fountain, GISP, Vice President
Contracting Officer

COMPANY OVERVIEW AND QUALIFICATIONS

CAI BACKGROUND

Cartographic Associates Inc., dba CAI Technologies, located at 11 Pleasant Street, Littleton, New Hampshire, 1-800-322-4540, is a for profit Corporation, subchapter S, incorporated in the State of New Hampshire, since 1985. CAI's Federal Id is 02-0387285 and owners are Franco Rossi, Tim Fountain and Sean Fairhurst. CAI has been in business for more than 35 years in the Town of Littleton, NH. CAI is registered and authorized to do business in the States of New Hampshire, Maine, Rhode Island, New York, Connecticut, Vermont, Massachusetts, Mississippi, Georgia, Alaska, Colorado, Virginia and Pennsylvania.

Since Cartographic Associates, Inc. was founded in 1985, our mission has been to develop long-term, mutually beneficial relationships with our clients. As CAI Technologies, our mission has not changed. While technology, processes and virtually everything else in our world continues to change, our staff members' commitment to our clients' success has not. The CAI Technologies' team listens to our clients' needs, understands how to utilize technology and delivers optimal solutions for success. At CAI Technologies we are very proud to serve all our clients, large and small and we recognize that our success is tied directly to theirs.

EMPLOYEE RESOURCES

Our firm and more importantly our individual staff members, have the experience that will assure products and services delivered that are second to none. CAI currently employs 24 professional full time staff, one third of which have been employed at CAI for more than 20 years and most having cross training in several areas. Due to this cross training, our staff has experience in multiple disciplines which allows for seven AutoCAD technicians, ten GIS analysts, two GIS technicians, three application developers/programmers, four project mappers, three database technicians, three QA/QC specialists, three project managers, three reprographic technicians, two GPS field data collectors and three administrative staff. CAI has the qualified staff necessary to handle many projects of differing requirements at any given time, often working on dozens of projects at varying stages within a week. These include municipal-wide mapping, planning map development, annual maintenance for assessors/planning/street numbering mapping systems, software application development and support, browser GIS implementation, data conversion, software installation and training and GPS data collection/integration. Suffice to say, CAI has the staff resources, experience and qualifications required to deliver project results of nothing but absolute success.

QUALIFICATIONS AND RELEVANT EXPERIENCE

Originally a mapping and survey company, CAI began its move into the GIS arena in 1988. CAI is now a full service mapping and GIS consulting firm that provides high quality services to local, regional and state governments and maintains an ongoing professional relationship with nearly 700 local and regional governments. Our firm and more importantly, our individual staff members, have the experience that will assure products and services delivered are second to none.

CAI prides itself as an experienced ESRI silver tier Business and Cornerstone Partner with an ArcGIS Online Specialty Service Provider designation. CAI offers full service data development & management services, specializing in a multitude of geospatial implementation and solutions services. CAI's direct experience with the most current ESRI software includes the entire ArcGIS technology stack, including Desktop (at all license levels), ArcGIS Enterprise (at all license levels), SDE, ArcGIS Online and SQL Server. In 2020, CAI received a Special Achievement in GIS (SAG) Award for ArcGIS Enterprise Implementation in recognition of outstanding work with GIS technology. CAI was one of the few selected for this award out of more than 100,000 applicants.

Our application development services include those focused on Public Works Information Management, Assessing, Planning, Emergency Services, GPS data collection and full data integration services. CAI has years of experience hosting and provisioning open standards web-based mapping applications for cost effective data distribution solutions. The combination of more than thirty-five years of experience in municipal parcel mapping along with a solid understanding of and experience in successfully implementing GIS technologies in virtually all

municipal departments, provides us a unique advantage over our competitors. We listen to our clients, understand their needs and implement leading geospatial technologies to provide cost effective solutions.

The CAI Technologies team is highly skilled in the use of the latest client and server-side web technologies. This knowledge and experience allows the team to quickly build the most effective and efficient cloud-based solutions for clients.

Our unique approach to software development focuses on short, rapid delivery cycles, known as development sprints and continuous user feedback to ensure a tight meld between needs, expectations and results. CAI Technologies provides a full scope of development services including requirements analysis, functional design, development, installation, training and support. To ensure success, clients are integrally involved in each step of the development process.

GIS IMPLEMENTATION AND PLANNING

For over three decades CAI has been helping local governments harness the power of geospatial technologies through careful planning, information gathering and intelligent implementation. Mr. Tim Fountain, GISP, who brings over 25 years of experience in GIS and related technologies, manages the GIS Implementation projects for the firm.

The key to our success with GIS implementations is that CAI's focus is on the users' needs. We understand that every customer is a bit different. While the overall process for successful implementation maybe the same, the user's needs are different and therefore the data, application and methods used for implementation need to be catered to that customer.

A successful GIS Implementation plan needs to include the following components. First, an overall master plan that includes an organizational commitment and adequate funding. This serves as the guide for hardware and software purchases, data standards, training and a plan for appropriate staffing. Next there needs to be coordination between members of the GIS Steering group and the local government officials. This is a critical step that needs to be defined early in the process so that officials understand the planning process and overall implementation. Then there needs to be a comprehensive information gathering process. Through a series of interviews, each department needs to be queried to share their individual business processes, day to day challenges, available databases and workflows and goals for how they believe GIS can assist them.

Once the information gathering process is complete, CAI typically develops a Strategic Implementation Plan (SIP) document that outlines recommended tasks, priority and associated costs. Examples of tasks are development of data layers, software applications training sessions and the purchase of any necessary hardware and software. This document is designed to outline what was learned and agreed upon regarding the Client's needs and GIS development direction.

The resulting SIP is often times the most important deliverable in developing a local government GIS. It is a tool that, as needs, technology and users change, will be edited over time.

Often times, the SIP results in implementing an Enterprise GIS that is designed to increase access to data by "breaking down the silos" of information stored and managed throughout the organization. Sharing information to support better decision making throughout the organization, without duplicating effort to manage existing workflows, is critical to the success of an Enterprise GIS implementation. Further, implementing an Enterprise GIS throughout the organization introduces challenges associated with data distribution, data editing and database triggers that feed the spatial data warehouse, as well as supports an information flow back to existing database management systems within the organization. During all phases of consulting, planning and GIS implementation, CAI stays focused on introducing geospatial technologies to support business practices and workflows in an organization or local government that are specifically based on user needs to increase productivity and efficiencies within the organization.

GIS DATA DEVELOPMENT AND MAINTENANCE

CAI is well versed in complete, town-wide parcel mapping projects as is evidenced by CAI's successful completion of over 180 such projects throughout New England, most of which included custom aerial photography. The majority of these have been remapping projects and were made necessary due to a lack of thorough record research and/or a horizontally controlled base map with the original project. CAI has employed the strict standards outlined in our proposal, including the thorough record research, for every municipal wide parcel remapping project we have ever completed. We have a long track record of delivering projects on time, within budget and to the highest standards.

CAI has a department within our firm dedicated solely to the ongoing annual maintenance of map/GIS data for over 600 local governments. Mr. Franco Rossi, President of the firm, has more than thirty-five years experience providing and managing municipal mapping/GIS database development and maintenance services for the firm. In addition to Mr. Rossi's oversight for parcel map maintenance services, he also manages CAI's GPS field data collection and development services to maintain building structures locations, emergency dispatch mapping and planning map development and maintenance.

Under Mr. Rossi's direction, CAI also provides map data conversion services that typically result in the foundation for ongoing municipal GIS service development. Our raster to vector conversion services, which have been provided to nearly one hundred municipal communities, include the development and delivery of GIS database products that meet State and local standards. Utilizing the latest geospatial technologies available, CAI's staff of highly trained drafting personnel understand the importance of converting map data and structuring it in a manner that supports cost effective maintenance practices and growth/development in the communities' information systems.

CAI has worked with both local governments, as well as private utility companies to create and maintain utility infrastructure data. Services have included database design (custom or using the ESRI Local Government Information Model) conversion, field data collection and QA/QC. Additionally, for those clients looking to collect and maintain data themselves, CAI provides training, custom application development, and ongoing technical support services.

Staff at CAI are very well versed in development and maintenance of a variety of GIS data. These may range from static maps displaying land use, zoning and voting, to dynamic maps that depict sales history, location of school enrollment or senior citizens throughout a community. CAI also has experience with road centerline and master address point data development and maintenance. Our address point development typically includes analyzing and scrubbing various address databases to ensure proper geocoding and conformance with third party systems.

GIS APPLICATION DEVELOPMENT

In 2011, CAI acquired Fairhurst Professional Services of Shelburne, VT. As part of the agreement, Sean Fairhurst joined CAI as Chief Technical Officer. Prior to joining CAI, Mr. Fairhurst had been the chief architect and programmer of CAI's highly successful AxisGIS (Software as a Service) GIS platform. Further, he has extensive experience in providing customized applications for clients ranging from various municipal departments to some of the largest, solely underground water utilities in the United States. This important step for CAI solidifies the services we have provided, as well as enhances our ability to be responsive to our clients' needs and requests. It also expands the services we can provide.

Our Application services department has a technical expertise that is focused around the Microsoft and ESRI blend of technologies. CAI has been designing and developing GIS applications for over 20 years. CAI has hundreds of successful installations of existing custom desktop and online GIS applications. These include Query Manager Desktop, Public Works Information Management (PWIM) Desktop, Power Manager, AxisGIS (formerly Query Manager OnLine), train station parking and in the field, collection of utility data. Each of these applications provides our users the ability to leverage leading GIS technologies to answer questions and increase productivity in their respective departments while capitalizing on the investments made in their GIS data.

WEB APPLICATION HOSTING

CAI offers a cloud based Software as a Service (SaaS) GIS application solution, developed using JavaScript/HTML5 technologies called AxisGIS. AxisGIS is an internet browser based solution that uses the Amazon Web Services cloud for communities and businesses that want to publish their GIS online. AxisGIS is a cost-effective option to distribute GIS data and utility to multiple staff in multiple physical locations as well as to the general public.

AxisGIS clients pay no software fees, no annual software maintenance fees and very low setup costs. AxisGIS even provides the web server. By relieving most of the expense, AxisGIS enables the people behind the data to focus on why their GIS is on the Internet in the first place.

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AxisGIS is contracted in over five hundred local and regional governments in the eastern United States (including Eliot) as well in Alaska, Mississippi, Colorado and Georgia.

SCOPE OF WORK

PROVIDE GEOGRAPHIC INFORMATION SERVICES TO SUPPORT CRITICAL BUSINESS FUNCTIONS

CAI shall provide the Town with Geographic Information Services (GIS) required to support critical business functions. Said services shall extend to the Departments of Planning, Codes, Assessing, Town Clerk and others.

GIS services shall include but are not be limited to:

1. Supporting existing spatial data layers that are hosted in the Town's AxisGIS site or ArcGIS Online (AGOL) account and are in wide use for a variety of business and economic functions.
2. Maintaining the Parcel Basemap for the Town. On a regular basis, update parcel ownership by mapping new subdivisions, parcel splits and integrating surveyed information provided to the Town for special projects.
3. Configure dynamic layers in the Town's AxisGIS service.
4. Administering the Town's AGOL account including setting up new users, configuring data/applications access for staff and the public.
5. Reviewing Site Plan surveys submitted to the Planning Department. These surveys provide authoritative data for several GIS composites including the Parcel Basemap, Sewer-and-Stormwater systems and other utilities.
6. Providing ongoing update and support for the official General Zoning map and the official Shoreland Zoning map.
7. Providing a third party GIS integration for the Town's iWorQs permitting application.
8. Providing assistance to the Planning Department for special studies.
9. Providing GIS services to support other Town departments from time-to-time, such as assisting the Town Clerk in matters of document voting map updates and GIS related requests from the public safety departments.
10. Create a public facing AGOL application showing the Town's Active Planning Projects.
11. Scan Town Clerk maps identified in the spreadsheet submitted to CAI on 1/25/24. Each PDF scan will be named with the corresponding tube number as indicated on the spreadsheet.

TOWN RESPONSIBILITIES

The Town shall appoint a contact person to serve as project liaison between the Town and CAI.

The Town shall provide to CAI all source documents required to create/maintain the Town's GIS including annual parcel updates of the Tax Maps current to March 31st, each year.

The Town shall provide comments and or changes to any preliminary data/maps within thirty (30) days of receipt.

The Town shall provide all Esri ArcGIS software licensing necessary to support the Town's GIS needs.

TIMING

Upon receipt of a fully executed contract, CAI shall provide the services described above for a three year period beginning July 1, 2024 through June 30, 2027.

COST AND PAYMENT TERMS

The costs for the services described in this agreement are outlined below. Invoicing for services shall be broken down, as follows:

• FY25 July 1, 2024 – June 30, 2025	\$ 49,500.00
• FY26 July 1, 2025 – June 30, 2026	\$ 53,940.00
• FY27 July 1, 2026 – June 30, 2027	<u>\$ 55,530.00</u>
Total	\$ 158,970.00

Payment shall be due within 30 days of invoicing. Said invoicing to be done as follows:

- Invoices shall be sent monthly beginning in July of each contract year.
- Monthly invoice amounts shall be as follows:
 - FY25 \$4,125.00
 - FY26 \$4,495.00
 - FY27 \$4,627.50

**PROFESSIONAL GIS SERVICES CONTRACT
FOR THE
TOWN OF OLD ORCHARD BEACH, MAINE**

July 01, 2024

This is a contract made this 1st day of July, 2024 between Cartographic Associates, Inc., doing business as CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI and the Town of Old Orchard Beach, a municipal corporation located at 1 Portland Avenue, Old Orchard Beach, ME 04064, hereinafter called the CLIENT, to provide Professional GIS Services according to the specifications, terms and conditions below written.

Witnesseth, the above parties agree as follows:

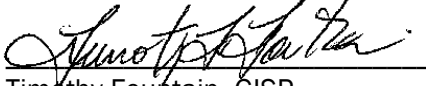
1. All work shall be done according to the Professional GIS Services Proposal, dated July 1, 2024, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The total consideration of this contract is \$158,970.00, per the specifications in the above referenced proposal.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested services.

This contract shall be construed under the laws of the State of Maine.

In Witness whereof, the parties hereto have executed this agreement as of the date first above written, by their duly authorized officers.

TOWN OF OLD ORCHARD BEACH, MAINE





Timothy Fountain, GISP
Vice President

PROFESSIONAL DATA MIGRATION SERVICES AGREEMENT FOR THE TOWN OF OLD ORCHARD BEACH, ME

July 01, 2024

This Agreement made this 1st day of July, 2024 between Cartographic Associates, Inc., doing business as CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI and the Town of Old Orchard Beach, a municipal corporation located at 1 Portland Avenue, Old Orchard Beach, ME 04064, hereinafter called the CLIENT, to provide professional GIS services according to the specifications, terms and conditions below written.

Witnesseth, the above parties agree as follows:

I. SCOPE OF SERVICES

- A. CAI shall setup and configure an ESRI v.10x standardized geodatabase maintenance schema.
- B. CAI shall convert the CLIENT's existing GIS data into CAI's geodatabase maintenance schema. The resulting digital product will support efficient standardized future tax map and GIS data maintenance services.
- C. CAI shall create a seamless parcel polygon layer with the necessary attributes needed in order to link it with the CLIENT's Assessment database.
- D. All annotation features existing in the current geodatabase data shall be converted into an annotation feature class. CAI shall review the text to ensure it is properly aligned and coded correctly.
- E. All text is set to conform to standard cartographic practices. Text will be added to the geodatabase using our standard templates to set the text size, font, color and symbol for each feature.
- F. CAI shall generate new tax maps matching the CLIENT's existing map grid layout.
 1. The CLIENT's existing tax map Index will be converted and used for tax map production to ensure that parcels are shown on the correct maps.
 2. CAI shall configure an ESRI ArcGIS v. 10 x tax map plotting .mxd document using Data Driven Pages. This document will be used to create PDF tax maps. The maps will contain standard map features such as a legend, north arrow, Town seal, adjacent sheet index, map disclaimer and date of revision.
 3. CAI shall configure an additional ESRI ArcGIS v. 10 x .mxd document designed for reproducing the CLIENT's index map. The index map will include features and labels for the tax map grid, roads, railroads, water and adjacent municipalities.
- G. CAI shall develop a preliminary tax map set in PDF format for review and acceptance prior to final delivery. Changes to the maps should be noted either in the PDF document or the CLIENT can print the PDF maps and note changes on the hard copies prior to sending them back to CAI. CAI staff will incorporate the changes noted by the CLIENT prior to final delivery.

II. CLIENT RESPONSIBILITIES

- A. The CLIENT shall appoint a contact person to serve as project liaison between the CLIENT and CAI.
- B. The CLIENT shall provide CAI all geodatabase source data to support the project current to March 31, 2024, (already provided).
- C. The CLIENT shall review and provide CAI changes/feedback on the preliminary maps within 30 days of delivery by CAI.

III. TIME OF COMMENCEMENT AND COMPLETION

- A. CAI shall deliver the preliminary PDF maps for CLIENT review within one hundred twenty (120) days of receipt of a fully executed contract.
- B. CAI shall deliver the final PDF Tax Maps along with geodatabase data within fifteen (15 days) of receipt of CLIENT's changes/feedback.

IV. COST

The CLIENT shall pay \$24,300.00 for the geodatabase conversion services described in this proposal.

V. DELIVERABLES

Upon receipt and incorporation of changes/feedback by the CLIENT, CAI shall produce:

- One complete set of final Tax Maps in PDF format
- One complete set of final full size hard copy Tax Maps
- Tax Map data in geodatabase format

VI. INVOICING & PAYMENT

Payment shall be made to CAI within 30 days of invoicing. \$8,100.00 shall be invoiced upon receipt of fully executed agreement. Remaining balance shall be invoiced as follows:

\$8,100.00 on July 1, 2025

\$8,100.00 on July 1, 2026

CAI agrees that this contract shall not be assigned, transferred, conveyed or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.

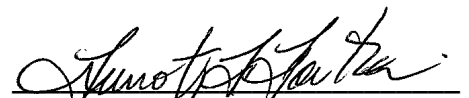
The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested consulting services.

This contract shall be construed under the laws of the State of Maine.

The parties hereto have executed this agreement as of the date first above written, by their duly authorized officers.

TOWN OF OLD ORCHARD BEACH, MAINE





Timothy Fountain, GISP
Vice President

AGENDA ITEM #8203

Discussion with Action: To approve the (3) three-year contract with CAI Technologies to provide support services for the Public Works Geographic Information Services (GIS) in the amount of \$40,000.00 for FY 25 from account # 20151-50300 Public Works Professional Engineering with a balance of \$100,000, and for FY 26 in the amount of \$42,000 and for FY 27 in the amount of \$44,100.00.

Chair: Shawn O'Neill



PROFESSIONAL GIS SERVICES PROPOSAL FOR THE TOWN OF OLD ORCHARD BEACH, MAINE

Submitted July 1, 2024 by,



11 Pleasant Street, Littleton, NH 03561
P (603) 444-6768 / (800) 322-4540
cai-tech.com



Special Achievement in GIS
2020 Award Winner



ArcGIS Online
Specialty

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LETTER OF TRANSMITTAL

Cartographic Associates, Inc.
Dba CAI Technologies
11 Pleasant Street, Littleton, NH 03561
Tel: 800-322-4540 Fax: 603-444-1366
cai-tech.com

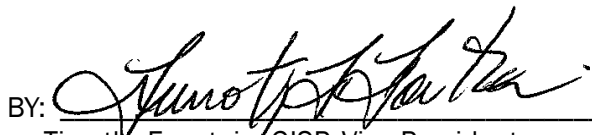


The undersigned proposer acknowledges and accepts that all the terms and conditions set forth in this proposal are mandatory and agrees that they will be included in their entirety in any contract resulting from this proposal.

CAI Technologies warrants and certifies that the individual signing this proposal is a bona fide employee of the firm and has authority to solicit and secure any agreement resulting from this proposal. The proposal has been arrived at independently, without collusion, consultation or communication as to any other proposer or with any competitor. The proposal price was not disclosed by the proposer and was not knowingly discussed prior to the submission, directly or indirectly, to any other proposer or any other competitor. No attempt was made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

No elected official or appointed official or employee of the Town of Old Orchard Beach shall benefit financially or materially from any contract resulting from this proposal. This proposal shall remain in full force and effect for at least ninety (90) days from the date first shown herein.

PROPOSER:

BY: 

Timothy Fountain, GISP, Vice President
Contracting Officer

COMPANY OVERVIEW AND QUALIFICATIONS

CAI BACKGROUND

Cartographic Associates Inc., dba CAI Technologies, located at 11 Pleasant Street, Littleton, New Hampshire, 1-800-322-4540, is a for profit Corporation, subchapter S, incorporated in the State of New Hampshire, since 1985. CAI's Federal Id is 02-0387285 and owners are Franco Rossi, Tim Fountain and Sean Fairhurst. CAI has been in business for more than 35 years in the Town of Littleton, NH. CAI is registered and authorized to do business in the States of New Hampshire, Maine, Rhode Island, New York, Connecticut, Vermont, Massachusetts, Mississippi, Georgia, Alaska, Colorado, Virginia and Pennsylvania.

Since Cartographic Associates, Inc. was founded in 1985, our mission has been to develop long-term, mutually beneficial relationships with our clients. As CAI Technologies, our mission has not changed. While technology, processes and virtually everything else in our world continues to change, our staff members' commitment to our clients' success has not. The CAI Technologies' team listens to our clients' needs, understands how to utilize technology and delivers optimal solutions for success. At CAI Technologies we are very proud to serve all our clients, large and small and we recognize that our success is tied directly to theirs.

EMPLOYEE RESOURCES

Our firm and more importantly our individual staff members, have the experience that will assure products and services delivered that are second to none. CAI currently employs 24 professional full time staff, one third of which have been employed at CAI for more than 20 years and most having cross training in several areas. Due to this cross training, our staff has experience in multiple disciplines which allows for seven AutoCAD technicians, ten GIS analysts, two GIS technicians, three application developers/programmers, four project mappers, three database technicians, three QA/QC specialists, three project managers, three reprographic technicians, two GPS field data collectors and three administrative staff. CAI has the qualified staff necessary to handle many projects of differing requirements at any given time, often working on dozens of projects at varying stages within a week. These include municipal-wide mapping, planning map development, annual maintenance for assessors/planning/street numbering mapping systems, software application development and support, browser GIS implementation, data conversion, software installation and training and GPS data collection/integration. Suffice to say, CAI has the staff resources, experience and qualifications required to deliver project results of nothing but absolute success.

QUALIFICATIONS AND RELEVANT EXPERIENCE

Originally a mapping and survey company, CAI began its move into the GIS arena in 1988. CAI is now a full service mapping and GIS consulting firm that provides high quality services to local, regional and state governments and maintains an ongoing professional relationship with nearly 700 local and regional governments. Our firm and more importantly, our individual staff members, have the experience that will assure products and services delivered are second to none.

CAI prides itself as an experienced ESRI silver tier Business and Cornerstone Partner with an ArcGIS Online Specialty Service Provider designation. CAI offers full service data development & management services, specializing in a multitude of geospatial implementation and solutions services. CAI's direct experience with the most current ESRI software includes the entire ArcGIS technology stack, including Desktop (at all license levels), ArcGIS Enterprise (at all license levels), SDE, ArcGIS Online and SQL Server. In 2020, CAI received a Special Achievement in GIS (SAG) Award for ArcGIS Enterprise Implementation in recognition of outstanding work with GIS technology. CAI was one of the few selected for this award out of more than 100,000 applicants.

Our application development services include those focused on Public Works Information Management, Assessing, Planning, Emergency Services, GPS data collection and full data integration services. CAI has years of experience hosting and provisioning open standards web-based mapping applications for cost effective data distribution solutions. The combination of more than thirty-five years of experience in municipal parcel mapping along with a solid understanding of and experience in successfully implementing GIS technologies in virtually all

municipal departments, provides us a unique advantage over our competitors. We listen to our clients, understand their needs and implement leading geospatial technologies to provide cost effective solutions.

The CAI Technologies team is highly skilled in the use of the latest client and server-side web technologies. This knowledge and experience allows the team to quickly build the most effective and efficient cloud-based solutions for clients.

Our unique approach to software development focuses on short, rapid delivery cycles, known as development sprints and continuous user feedback to ensure a tight meld between needs, expectations and results. CAI Technologies provides a full scope of development services including requirements analysis, functional design, development, installation, training and support. To ensure success, clients are integrally involved in each step of the development process.

GIS IMPLEMENTATION AND PLANNING

For over three decades CAI has been helping local governments harness the power of geospatial technologies through careful planning, information gathering and intelligent implementation. Mr. Tim Fountain, GISP, who brings over 25 years of experience in GIS and related technologies, manages the GIS Implementation projects for the firm.

The key to our success with GIS implementations is that CAI's focus is on the users' needs. We understand that every customer is a bit different. While the overall process for successful implementation maybe the same, the user's needs are different and therefore the data, application and methods used for implementation need to be catered to that customer.

A successful GIS Implementation plan needs to include the following components. First, an overall master plan that includes an organizational commitment and adequate funding. This serves as the guide for hardware and software purchases, data standards, training and a plan for appropriate staffing. Next there needs to be coordination between members of the GIS Steering group and the local government officials. This is a critical step that needs to be defined early in the process so that officials understand the planning process and overall implementation. Then there needs to be a comprehensive information gathering process. Through a series of interviews, each department needs to be queried to share their individual business processes, day to day challenges, available databases and workflows and goals for how they believe GIS can assist them.

Once the information gathering process is complete, CAI typically develops a Strategic Implementation Plan (SIP) document that outlines recommended tasks, priority and associated costs. Examples of tasks are development of data layers, software applications training sessions and the purchase of any necessary hardware and software. This document is designed to outline what was learned and agreed upon regarding the Client's needs and GIS development direction.

The resulting SIP is often times the most important deliverable in developing a local government GIS. It is a tool that, as needs, technology and users change, will be edited over time.

Often times, the SIP results in implementing an Enterprise GIS that is designed to increase access to data by "breaking down the silos" of information stored and managed throughout the organization. Sharing information to support better decision making throughout the organization, without duplicating effort to manage existing workflows, is critical to the success of an Enterprise GIS implementation. Further, implementing an Enterprise GIS throughout the organization introduces challenges associated with data distribution, data editing and database triggers that feed the spatial data warehouse, as well as supports an information flow back to existing database management systems within the organization. During all phases of consulting, planning and GIS implementation, CAI stays focused on introducing geospatial technologies to support business practices and workflows in an organization or local government that are specifically based on user needs to increase productivity and efficiencies within the organization.

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GIS services shall include but are not be limited to:

1. Supporting existing spatial data layers that are hosted in the Town's AxisGIS site or ArcGIS Online (AGOL) account and are in wide use for a variety of business and economic functions.
2. Administering the Town's AGOL account including setting up new users, configuring data/application access for staff and the public.
3. Creating and supporting AGOL mapping and inspection applications used by Public Works for asset inventory and management.
4. Maintaining the Sewer GIS infrastructure. CAI shall continue to provide GIS data updates as Sewer system features are replaced or added to the system. CAI shall also continue to provide AGOL application development and support for performing and tracking Sewer system inspections and maintenance.
5. Maintaining the Town's Stormwater infrastructure. The Town is an MS4 community meaning its Stormwater discharges are regulated by the Department of Environmental Protection which requires a renewable five-year permit. CAI shall provide AGOL application development and support to comply with the regulations and enabling renewal.

TOWN RESPONSIBILITIES

The Town shall appoint a contact person to serve as project liaison between the Town and CAI.

The Town shall provide to CAI all source documents required to create/maintain the Town's GIS.

The Town shall provide comments and or changes to any preliminary data/maps within thirty (30) days of receipt.

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• FY27 July 1, 2026 – June 30, 2027	<u>\$ 44,100.00</u>
Total	\$126,100.00

Payment shall be due within 30 days of invoicing. Said invoicing to be done as follows:

- Invoices shall be sent monthly beginning in July of each contract year.
- Monthly invoice amounts shall be as follows:
 - FY25 \$3,333.33
 - FY26 \$3,500.00
 - FY27 \$3,675.00

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FOR THE
TOWN OF OLD ORCHARD BEACH, MAINE**

July 01, 2024

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Witnesseth, the above parties agree as follows:

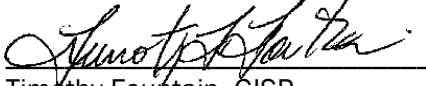
1. All work shall be done according to the Professional GIS Services Proposal, dated July 1, 2024, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.
2. The total consideration of this contract is \$126,100.00, per the specifications in the above referenced proposal.
3. CAI agrees that this contract shall not be assigned, transferred, conveyed or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.
4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested services.

This contract shall be construed under the laws of the State of Maine.

In Witness whereof, the parties hereto have executed this agreement as of the date first above written, by their duly authorized officers.

TOWN OF OLD ORCHARD BEACH, MAINE





Timothy Fountain, GISP
Vice President

AGENDA ITEM #8204

Discussion with Action: Approve the quote from Setronics Security Integrators in the amount of \$42,324.00 for the purchase and installation of Upgraded Wireless CCTV System from account #52002 – 50865 CIP Police Department Security Cameras and equipment with a balance of 91,672.36.

Chair: Shawn O'Neill



We have prepared a quote for you

Upgrade of the CCTV Wireless System

Quote # 24-005202
Version 1

Prepared for:

Old Orchard Beach Police Department

David Hemingway
dhemingway@oobmaine.com

Monday, January 22, 2024

Old Orchard Beach Police Department
David Hemingway
16 E. Emerson Cummings Blvd.
Old Orchard Beach, ME 04064
dhemingway@oobmaine.com

Dear David,

Thank you for the opportunity to present the following Proposal # 24-005202.

The following proposal outlines the details for the sale and installation of Upgraded Wireless CCTV System for Old Orchard Beach Pier, Victorian Hotel, Veterans & Dog Park, Top of Old Orchard/Saco Ave location, Library, and Police Station.

Scope of Work:

- Provide and install (1) Wireless Antenna set up at Top of Old Orchard Street and Saco Ave.
- Provide and install (1) Wireless Antenna set up in the Middle of Old Orchard Street
- Provide and install (1) Wireless Antenna set up on the end of the PIER last building
- Provide and install (1) Wireless Antenna set up at the round about at the bottom of Old Orchard Street
- Provide and install (1) Wireless Antenna set up with multiple feeds at the Victorian Hotel on the 5th Floor in Bell tower
- Provide and install (1) Wireless Antenna set up the Dog Park that will take in the Veterans Memorial area as well
- Provide and install (1) Wireless Antenna set up at the Library
- Provide and install (1) Wireless Antenna set up at the Gazebo
- Provide and install 200' of underground cable for the feed from the Pole in Veteran's Memorial Park to the Dog Park to eliminate an unnecessary wireless feed.
- Program in the new Wireless software and connect all the IP cameras to the Police Station for continuous Recording and Viewing

Customer Responsibilities:

- Provide username and passwords for existing devices.
- Work with Old Orchard Beach Police and IT Depts (Contracted Vendor) to get all systems up and working properly

Sincerely,



Andy Wilder
Senior Sales Executive
Setronics Corp.

COVID-19 & Other Hazardous Conditions

COVID-19 & Other Hazardous Conditions

In response to the COVID-19 pandemic, Setronics has implemented certain protocols to better protect the safety of our employees, customers, and others with whom we come in contact while performing installations and service at customer locations. Following guidelines issued as by the US CDC and other state regulatory authorities, all Setronics employees will arrive at customer locations wearing masks and gloves (as required).

In addition, all equipment and tooling will be sanitized for use. All Setronics employees have been directed to maintain social distancing and to monitor their personal health. Setronics employees will excuse themselves from work should they be exposed to COVID-19, develop a temperature, or experience any flu-like symptoms. Setronics is prepared to review and implement additional safety processes in response to specific customer requirements.

For the safety of all, Setronics encourages and expects all customers to require their staff and others visiting their locations to adapt these safety procedures as outlined above.

Please see Section 1.B.2. of our Terms and Conditions for information on identification of any other potentially hazardous job site conditions.

▶ Payment Terms

Weekday Labor Rates - 50% Deposit - NET30

This proposal is valid for thirty (30) days.

Labor charges assume regular weekday labor rates. Applicable shipping charges are not included. Customer has advised Setronics, in writing, of any special circumstances associated with completing the proposed work (e.g. hazardous materials, presence of asbestos, etc.), if applicable.

Any changes to project scope or unplanned project delays may result in additional charges for which you will be notified in advance.

Setronics shall invoice this proposal as follows:

Upon Proposal Acceptance - 50% - Due Upon Receipt
Upon Commencement of Installation - 40% - Due Upon Receipt
Upon Completion - 10% - Due Net 30 Days

Customer is responsible for all applicable state sales tax.

terms and conditions of this proposal are as outlined on Exhibit A.

Signed approval of this proposal, applicable purchase order, and receipt of deposit is required by Setronics to purchase materials and schedule installation resources. Delayed receipt of initial deposit could cause significant delays to the project.

Project Price

Qty	Description
1	Siklu Wireless MultiHaul TG Node 90 1900Mbps Full Duplex
2	MultiHaul TG TU 90 1000Mbps 2 RJ-45 PoE injector
8	MultiHaul TG LR TU with Antenna Port port includes two radios POE injectors
1	MultiHaul TG Point to Point bundle
8	0.5 ft. V-Band Antenna (FCC/ETSI)
8	Siklu Mounting Kit for 0.5 Antenna
9	PoE Injector 60W, EL VI 10Gbps
13	10 GbE Ethernet/PoE Surge Protector
1	Cable, Materials and Labor

Subtotal: **\$36,412.00**

Maintenance Plan

* Contains Optional Items

Description	Total
2-Year Extended Warranty	\$5,184.00
3-Year Extended Warranty	\$6,912.00
4-Year Extended Warranty	\$0.00
5-Year Extended Warranty	\$0.00

* Optional Subtotal: **\$12,096.00**

CLM

Upgrade of the CCTV Wireless System

Prepared by:

Setronics Corp.

Andy Wilder
978-835-9571
Fax 978-6715448
awilder@setronics.com

Prepared for:

Old Orchard Beach Police Department

16 E. Emerson Cummings Blvd.
Old Orchard Beach, ME 04064
David Hemingway
(207) 937-5803
dhemingway@oobmaine.com

Quote Information:

Quote #: 24-005202

Version: 1
Delivery Date: 01/22/2024
Expiration Date: 02/18/2024

Quote Summary

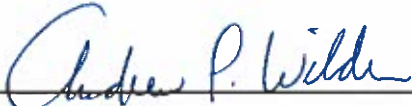
Description	Amount
Project Price	\$36,412.00
Total: \$36,412.00	

*Optional Expenses

Description	One-Time
Maintenance Plan	\$12,096.00
Optional Subtotal: \$12,096.00	

The information contained herein may be privileged and confidential and protected from disclosure by any parties other than the recipients of this document. If the reader of this document is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication to any vendor, supplier or any other party is strictly prohibited.

Setronics Corp.

Signature: 
Name: Andy Wilder
Title: Senior Sales Executive
Date: 01/22/2024

Old Orchard Beach Police Department

Signature: _____
Name: David Hemingway
Date: _____

▶ Terms and Conditions

I. SERVICES

A. Setronics Corp shall provide the following services under the Proposal.

1. Supply all materials required for performance of the proposal, purchase order, or other form of the parties' agreement(s) in compliance with all terms therein;
2. Install products in accordance with the proposal, purchase order, or other form of agreement(s) in accordance with the scope of same, in a good and workmanlike fashion, using Setronics personnel or persons who may be arranged by Setronics on an as-needed basis;
3. Test any systems installed and ensure that all operate in accordance with industry standards for the purposes agreed upon by the parties;
4. Maintain a reasonably clean and safe working environment at all times, removing all debris from the job site upon completion of the work and keeping all areas reasonably neat/clean during the performance of the work.

B. Customer shall provide the following services under the Proposal.

1. Cooperate fully with all planning and performance of the work, ensuring that Setronics and its personnel have appropriate access to all areas where work is to be performed during times and on schedules as may be reasonably agreed by Setronics for performance of work;
2. Prior to the start of any work, inform Setronics of any and all known hazards or potential hazards in the work area that may be relevant to Setronics' performance under the Proposal, along with any other conditions that might materially affect Setronics in the performance of agreed work, wherever located and of any nature whatsoever, including but not limited to conditions of construction and orders of any local or other governmental authority.

II. PAYMENTS

Timing of invoices and related terms are as outlined in the proposal cover letter. Any invoice that is not timely paid shall be subject to interest at the rate 12% per annum, compounded monthly. Setronics reserves the right to cease all work in the event any invoice is not timely paid. If invoices for work performed or products purchased are not paid on time and in full, Setronics may institute legal proceedings to collect same, in which case Customer shall pay, in addition to prior assessments, interest at the statutory rate along with all costs and legal fees Setronics may incur to collect any amount owed.

III. INDEMNIFICATION

The Customer shall indemnify, defend and hold Setronics harmless from any claim, suit, cause of action or legal action that arises from Customer's negligent conduct; from any hazardous condition that may exist at property where services are performed by Setronics; from the failure to inform Setronics about material or hazardous conditions that it will or may encounter during performance of work; and from any breach of any condition agreed upon by the parties. This indemnification shall include but not be limited to all financial losses suffered by Setronics along with any and all costs or legal fees it may incur in connection with any matter covered by this indemnification.

IV. TERM AND TERMINATION

Work shall commence on the date and under terms agreed by the Parties as same may be specified in the proposal, purchase order, or other agreement(s), written or oral, between the parties. Work shall continue for so long as all conditions of same and of these terms/conditions are complied with.

V. VENUE AND ENFORCEMENT

Any agreement between the parties shall be subject to and enforceable under the laws of the Commonwealth of Massachusetts. All disputes under any agreement or these terms/conditions shall be settled by binding arbitration in accordance with the rules and procedures of JAMS in Boston, Massachusetts. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached by him or her and shall deliver same to each party to this Agreement along with a signed copy of the award. Costs of arbitration shall be shared equally by the parties and shall be subject to reasonable reapportionment by the arbitrator who, in the event he/she finds that Customer breached any substantive term of its agreement(s) with Setronics or the term/s conditions herein, shall require that Customer reimburse Setronics for all arbitration fees along with all costs and legal fees it may incur during the arbitration process. Nothing in this paragraph shall preclude Setronics from applying to a court of competent jurisdiction for injunctive relief in the event Setronics deems such relief necessary or appropriate.

VI. ADDITIONAL TERMS

Failure by Setronics at any time or from time to time to enforce any of the provisions of the parties agreement(s) or these terms/conditions shall not be construed to be a waiver of such provision or of its right to thereafter enforce same.

- 6.1 Failure by Setronics at any time or from time to time to enforce any of the provisions of the parties agreement(s) or these terms/conditions shall not be construed to be a waiver of such provision or of its right to thereafter enforce same.
- 6.2 Setronics shall at all times retain complete discretion and control over its business operations; workforce; and decisions as to implementation of the terms of the parties' agreement(s) and these terms/conditions.
- 6.3 These terms and conditions shall form an integral part of the parties' agreement(s) and they along with such agreement(s) represent the entire agreement between the parties. No term, condition or agreement shall be amended, altered or changed except by written agreement signed by both parties. These terms and conditions supersede any and all prior and contemporaneous communications, representations and agreements, whether written or oral.

In the event any condition encountered during the work requires an expansion of the scope of work agreed to by the parties, or if Customer opts during the work to expand the scope, any such additional work required or desired shall be agreed upon by written change order that specifies the agreed additional work, time for performance, and price to be paid by Customer. Setronics shall not be obligated to perform any work or provide any service that is not included in the proposal, purchase order or other agreement(s) except by written change order. If any such condition makes continued performance by Setronics impracticable, or if same occurs due to a force majeure, Setronics may terminate this agreement by delivering written notice. Any amounts then owed to Setronics shall be paid upon delivery of the final invoice by Setronics.

Terms and Conditions

- 6.5 Any and all notices and other communications permitted or required to be given hereunder shall be validly given or made in writing if (a) personally delivered, (b) delivered and confirmed by telecopies or like instantaneous transmission service, (c) delivered by reputable overnight courier delivery service or (d) deposited in the United States mail, first class, postage prepaid, addressed to the Customer at the address set forth in the proposal, purchase order, or other form of agreement between the parties.
- 6.6 Customer represents that it has read these terms/condition and fully understands all terms. It recognizes and agrees that all terms herein shall form an integral part of any and all agreement(s) between the parties, regardless of form. Customer materially represents that it will comply in good faith with all terms and conditions stated herein.

AGENDA ITEM #8205

Discussion with Action: Renew the liquor license for Atlantic Property Services, Inc., Jeff Corbin, James Albert, Soho Oceanic Inn Lounge, (310-6-3), 43 West Grand Avenue, m-s-v in a hotel, food optional.

Chair: Shawn O'Neill

AGENDA ITEM #8206

Discussion with Action: Shall the Council approve an amended Contract Zone Agreement between MAKKA Builders LLC and the Town of Old Orchard Beach, for the property located at 60 Saco Ave., Map 206, Block 10, Lot 1 in the GB2 district, pursuant to 30A M.R.S.A., Section 4352 (8), Chapter 78, Section 78-31 and Chapter 78, Article IX of the Old Orchard Beach Zoning Ordinance, and Section 410 of the Old Orchard Beach Charter. The purpose of the amended Contract Zone is to amend an approved Contract Zoning Agreement for a 6-unit residential condominium building.

Chair: Shawn O'Neill

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

FROM: Planning Department

SUBJECT: Revised Contract Zoning Agreement, 60 Saco Ave

DATE: 16 July 2024

The Council previously considered this agenda item at the 18 June meeting. In addition to the public hearing held at that meeting, Council discussed the proposal and identified several items they'd like to see the applicant address in future submissions. These items include:

- Removal of the proposed sidewalk along Fern Park Ave
- Prohibiting business uses in the contract zone
- Prohibiting short-term rentals
- Parking along Fern Park Ave
- Dumpster location

This month, the applicant followed up with submission of a revised contract zone agreement (CZA) and plans. The applicant's submission addresses the above items as follows:

- Fern Park Ave sidewalk removal. The sidewalk has been removed from the plans as well as associated language in the CZA. Removal of the sidewalk caused removal of one of the public benefits. In order to replace the benefit, the applicant is proposing to convey to the Town a portion of their land at the Fern Park Ave/Saco Ave intersection (see plan C101). The purpose of the conveyance is to improve the exit from Fern Park Ave to Saco Ave which benefits the public by helping to improve safety and supports a comprehensive plan transportation policy (H.3) which states "the Town should correct the safety deficiencies in the existing roadway intersections..." Note: Council may want to consider requiring the applicant to fund and build the road improvements in the conveyance area. This should be coordinated with Public Works.
- Business use prohibition. The CZA has been amended to prohibit business (i.e., nonresidential) uses that are normally allowed in the base zoning district (GB2). CZA page 2, # 2 is amended to state: "Establishment of any nonresidential use including those identified as a Permitted Use or Conditional Use in Exhibit B is prohibited." Exhibit B, permitted and conditional uses, are identified on pages 7 and 8 of the CZA. Note: any nonresidential use not identified as a permitted or conditional use is already prohibited by function of OOB Ordinances Sec. 78-178 Omitted uses.
- Prohibit short-term rentals. The CZA has been amended to prohibit short-term rentals. New language in the CZA (page 2, # 3) states: "The rental of any unit within the property or portion thereof for a term of less than 30 consecutive days is prohibited."
- Fern Park Ave parking. Council discussed requiring the applicant to prohibit parking along Fern Park Ave. I advised the applicant to not include language in the CZA for this because a private entity can't prohibit parking on a public street. If the Town wants to prohibit parking on a public street the Town must adopt ordinance language to do this.
- Dumpster location. Council questioned trash removal plan including location of a dumpster if one is used. Revised plan C101 includes a dumpster on the southwest side of the parking lot. Note: the dumpster must be shielded.

Next Steps

If the Council feels the applicant acceptably addressed items mentioned at the 18 June meeting Council can approve the amended CZA. To approve the CZA, Council must find the amended CZA meets all three factors of the contract zone ordinance which are:

1. Is consistent with the comprehensive plan;
2. Is consistent with, but not limited to, the existing uses and allowed uses within the original zone; and
3. Is subject to conditions sufficient to achieve the purposes described in Section 78-2131.

If all three factors are met, Council can motion to approve the amended CZA. Possible motion: *I make a motion to approve the Amended Contract Zone Agreement between MAKKA Builders, LLC and the Town of Old Orchard Beach, for the property located at 60 Saco Ave., Map 206, Block 10, Lot 1 in the GB2 district, pursuant to 30A M.R.S.A., Section 4352 (8) and Chapter 78, Article IX of the Old Orchard Beach Code of Ordinances.*

If Council determine the amended CZA does not meet the contract zone ordinance, including at least one of the three factors, Council can deny the amended CZA. If Council denys, I recommend Council identify specific items the CZA does not meet. Possible motion: *I make a motion to deny the Amended Contract Zone Agreement between MAKKA Builders, LLC and the Town of Old Orchard Beach, for the property located at 60 Saco Ave., Map 206, Block 10, Lot 1 in the GB2 district, pursuant to 30A M.R.S.A., Section 4352 (8) and Chapter 78, Article IX of the Old Orchard Beach Code of Ordinances.*

In my opinion, the amended CZA meets all factors and Council can approve.

THE SEASHORE CONDOMINIUM CONTRACT ZONE

CONTRACT ZONING AGREEMENT
BETWEEN MAKA BUILDERS LLC and THE TOWN OF OLD ORCHARD BEACH

This Contract Zoning Agreement amends and restates in its entirety the Franklin Contract Zone Agreement, dated December 12, 2023, and recorded in the York County Registry of Deeds in Book 19362, Page 256.

This Contract Zoning Agreement is made this ____ day of _____, 2024 by and between the **TOWN OF OLD ORCHARD BEACH**, a body corporate and politic located in the County of York and State of Maine (hereinafter the "Town") and **MAKA BUILDERS LLC**, a Maine limited liability company with a principal place of business in Saco, Maine, (hereinafter "Property Owner").

WHEREAS, by virtue of the deed given by Clifton E. Temm II and Suzanne M. Temm, Maka Builders LLC is the owner of the parcel of real estate located at 60 Saco Avenue, Town of Old Orchard Beach, Maine (Tax Map 206, Block 10, Lot 1) and which address shall be changed to 9 Fern Park Avenue, Town of Old Orchard Beach, Maine, as depicted on the *Trillium Engineering Group boundary survey (the "Boundary Survey")* and attached hereto as **Exhibit A** and incorporated herewith (hereinafter the "Property").

WHEREAS, the Property is currently located in the General Business District 2 (GB-2) ("GB-2"), under the Old Orchard Beach Zoning Ordinance ("OOBZO").

WHEREAS, the Property consists of approximately **0.325 acres (14,176 sq/ft)** and is located at the corner of Saco Avenue and Fern Park Avenue.

WHEREAS, the Property is not currently in use having previously housed a branch of the U.S. Post Office and is built in the style of a commercial office building.

WHEREAS, Property Owner wishes to further develop and make use of the Property as a six (6) unit residential condominium so as to revitalize the Property and make use of it in conformity with the Town of Old Orchard Beach Comprehensive Plan ("OOB Comp Plan").

WHEREAS, Property Owner and the Town wish to create a separate zone known as The Seashore Condominium Contract Zone which will enable above-described uses to exist on the Property.

WHEREAS, the Town has the authority to enter into a contract re-zoning for the Property pursuant to 30-A M.R.S.A. §4352 and Article IX "Contract Zoning", et seq., of the OOBZO.

WHEREAS, after notice and hearing and due deliberation on the re-zoning phase, the Old Orchard Beach Planning Board recommended re-zoning of the Property.

WHEREAS, pursuant to Section 78-2138 and 30-A M.R.S.A. § 4352(8), the Planning Board and the Town Council have determined that: the re-zoning is consistent with the Town's Comprehensive Plan; and, that the re-zoning is consistent with existing uses and allowed uses within the original zone; and, that the conditions described in this Agreement and in the Seashore Condominium Contract Zone are sufficient to achieve the purposes described in Section 78-2131.

WHEREAS, the re-zoning has been adopted by the Town Council.

NOW THEREFORE, in consideration of the mutual promises made to each other, the parties covenant and agree as follows:

1. The Town will amend the Zoning Ordinance and map to create and make reference to this Agreement and the Seashore Condominium Contract Zone as depicted on Exhibit A.

2. Subject to final Planning Board approval and after public hearing, of the Site Plan, the Property Owner and/or its heirs, successors and assigns shall be authorized to use the Property for any of the Residential uses set forth in the description of The Seashore Condominium Contract Zone attached hereto as **Exhibit B** and incorporated herewith. Establishment of any nonresidential use including those identified as a Permitted Use or Conditional Use in Exhibit B is prohibited.

3. The rental of any unit within the property or portion thereof for a term of less than 30 consecutive days is prohibited.

4. In reviewing the Site Plan, the Planning Board will apply the standards set forth in the Old Orchard Beach Ordinance except as modified by the description of the Seashore Condominium Contract Zone attached hereto as Exhibit B and incorporated herewith. The project shall be developed substantially conforming with the layout shown on the Site Plan, Exhibit A. The Planning Board may make modifications of the Site Plan without amendment of this Agreement.

5. Property Owner agrees to convey to the Town such portion of the Property located at the easterly most corner and the intersection of Fern Park Avenue and Saco Avenue which may be necessary or convenient to create a wider turning radius for vehicular traffic and to facilitate safer access to and from Fern Park Avenue; provided however, that the location and size of such portion of the Property to be conveyed to the Town shall not (i) reduce the number of dwelling units Property Owner is able to develop on the Property, or (ii) otherwise cause the Property to become non-conforming with respect to setbacks or other dimensional standards.

6. Property Owner shall record the Contract Zoning Amendment in the York County Registry of Deeds and shall submit proof of recording to the Town's Code Enforcement Officer and Planner.

7. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property and shall be amended only upon further written agreement of the Town and Property Owner and/or its heirs, successors and assigns to the Property.

8. The above restrictions, provisions and conditions are an essential part of the re-

zoning, shall run with the Property and shall bind Property Owner and/or its heirs, successors and assigns of the Property or any party in possession or occupancy of the Property or any part thereof and shall inure to the benefit of and be enforceable by the Town.

9. If any of the restrictions, provisions, conditions or portions of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portions shall be deemed as separate, distinct and independent provisions and such determination shall not affect the validity of the remaining portions hereof.

10. Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Town of Old Orchard Beach Zoning Ordinance.

11. In the event that Property Owner and/or its successors and assigns fail to develop or operate the Property in accordance with this Agreement or in the event of any other breach of any conditions set forth in this Agreement, the Town Council shall have the authority, after written notice to Property Owner and/or its successors and assigns, and reasonable opportunity to cure, to terminate this Agreement or to re-zone the Property to the current zone or any successor zone. In the event of such a re-zoning, the Property shall then be used for only such uses or otherwise allowed by law. The Town shall also have the ability to enforce any breach of this Agreement or any other violation of the Zoning Ordinance through the provisions of 30-A M.R.S .A. § 4452.

(Signature Blocks on Next Page.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____ 2024.

TOWN OF OLD ORCHARD BEACH

Witness

By: _____
Connor Rague, Town Council

Witness

By: _____
Michael Tousignant, Town Council

Witness

By: _____
Shawn O'Neill, Town Council

Witness

By: _____
V. Louise Reid, Town Council

Witness

By: _____
Kenneth Blow, Town Council

MAKA BUILDERS, LLC

Witness

By: _____
Fran Pelletier, Member
Thereunto duly authorized

STATE OF MAINE
YORK, ss.

_____, 2024

Personally appeared the above-named Connor Rague, Councilor, Michael Tousignant, Councilor, Shawn O'Neill, Councilor, V. Louise Reid, Councilor, Kenneth Blow, Councilor, of the Town of Old Orchard Beach and acknowledged the foregoing instrument to be their free act and deed in said capacity on behalf of said Town.

Before me, _____
Notary Public

STATE OF MAINE
YORK, ss.

_____, 2024

Personally appeared the above-named Fran Pelletier as Member of Maka Builders, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity on behalf of said Maka Builders, LLC.

Before me, _____
Notary Public

EXHIBIT A

EXHIBIT B

THE SEASHORE CONDOMINIUM CONTRACT ZONE

A. Purpose

The Seashore Condominium Contract Zone ("SCCZ") shall be located at 9 Fern Park Avenue, Town of Old Orchard Beach, Maine (Tax Map 206, Block 10, Lot 1)(the "Property").

The purpose of the SCCZ is to allow for the demolition of the current structure(s) located on the Property and the development and construction of a new residential condominium with up to six (6) units, each unit to have a maximum of three (3) bedrooms.

The Seashore Condominium Contract Zone is consistent with the Old Orchard Beach Comprehensive Plan ("Comprehensive Plan") goal of encouraging private property owners to upgrade the physical condition and appearance of their property, through the demolition of the structurally unsound brick commercial office building and the construction of a new residential building. The improvement of the Property with a new building and landscaping will enhance the aesthetics to the surrounding community, consistent with Policy A.26 and B4 of the Comprehensive Plan. The design and architectural futures of the new building will be harmonious with neighboring properties and will remove the blight of the former U.S. Post Office, an unsightly brick commercial office building which has fallen into disrepair. The footprint of the existing structure shall not be enlarged and the building height will be no taller than thirty-five (35') feet.

Consistent with the Comprehensive Plan, The Seashore Condominium Contract Zone includes the installation of landscaping, and seating, along the southwesterly side of Fern Park Avenue, which shall improve pedestrian safety.

Consistent with the Comprehensive Plan, Policy A.3, The Seashore Condominium Contract Zone conforms to the predominately residential nature of the GB-2 District and the surrounding neighborhood and will add up to six (6) moderately priced residential condominium units, with rental term(s) of less than thirty (30) days prohibited, to the Town's housing stock, which is in conformity with the Comprehensive Plan Policy A.3 to assure opportunities for affordable housing while allowing the proper workings of the real estate marketplace.

Consistent with the Comprehensive Plan, The Seashore Condominium Contract Zone will improve the visual character of the Property which is prominently situated on Saco Avenue, the major gateway to the Town center. It will have no negative impact on traffic on Saco Avenue nor will it add any additional traffic to Fern Park Avenue.

Consistent with the Comprehensive Plan, the Seashore Condominium Contract Zone will

not place additional burden upon the Town to provide municipal services as electric, telecommunication, water and sewer services already exist upon the Property, and the Seashore Condominium Contract Zone shall provide private carting services for trash removal and the removal of waste. Snow removal within the Seashore Condominium Contract Zone will be effectuated by private contractor.

Consistent with the Comprehensive Plan, Policy A.42, ample on-site parking will be provided for residents and guests consistent with Policy A 42 and in conformity with the existing on- site requirements of the Town.

Consistent with the Comprehensive Plan, Policy H.3, the conveyance of Seashore Condominium property to the Town at the Fern Park Ave. and Saco Ave. intersection for the purpose of improving vehicle turns will help correct safety deficiencies in existing roadway intersections.

B. Permitted Uses

The following uses shall be permitted in The Seashore Condominium Contract Zone (SCCZ):

- (1) Single-family detached, two-family, and multifamily dwellings;
- (2) Accessory buildings, structures, or uses.
- (3) Business, professional, and governmental offices.
- (4) Retail uses of less than 5,000 square feet of gross leasable area.
- (5) Artist and craftsman studios.
- (6) Lodges and fraternal organizations.
- (7) Lodging establishments.
- (8) Municipal uses.
- (9) Community living arrangements.
- (10) Residential Condominium. For purposes of the SCCZ "Residential Condominium" shall mean a residential condominium project, which units are individually owned, one hundred (100%) percent of which are used for residential purposes and not for transient use as short-term rentals.

C. Conditional Uses

The planning board may authorize the following uses in the SCCZ provided that the conditions of Article VII, Chapter 78, OOBZO are met:

- (1) Automotive service and/or repair.
- (2) Retail uses in excess of 5,000 square feet of gross leasable area.
- (3) Public/private utility facility.
- (4) Wireless telecommunication facilities: architectural siting only
- (5) Home occupations.
- (6) Cafes.

D. Prohibited Uses

Prohibited uses in the SCCZ are as follows:

- (1) Truck terminals/motor freight business.
- (2) Drinking establishments.
- (3) Mobile homes.
- (4) Contractor storage yard 1 and 2.

E. Space and Bulk Requirements

Space and bulk requirements for the SCCZ are as follows:

Standard	Residential Uses	Nonresidential Uses
<u>Minimum lot area</u>	2,300 sq. ft. NDD*	<u>5,000 sq. ft. NDD*</u>
Minimum lot area per unit	<u>2,300 sq. ft.</u>	<u>.500sqft. _____</u>
Minimum lot frontage	60 feet	60 feet
Minimum lot width	50 feet	<u>50 feet</u>
Minimum front yard setback, all structures	15 feet	15 feet
<u>Minimum side yard setback, all structures</u>	10 feet	10 feet
Minimum rear yard setback, all structures	15 feet	15 feet
Commercial use abutting a residential property	NA	25 feet
Maximum building coverage	35%	<u>50%</u>
Maximum building height	35 feet	35 feet

*NDD = Net development density

F. Performance Standards

- (a) *Parking.* In addition to parking standards specified in Division 4, Article VIII, Chapter 78, OOBZO, all uses in the SCCZ shall conform to the following parking requirements:

- (1) Where the town establishes parallel parking on Saco Avenue, properties fronting such facilities may reduce the required amount of on-site parking, specified under Division 4, Article VIII, Chapter, OOBZO, in the following manner:

Use Size	Required Off-Street Parking
<500 square feet net leasable area	None
500-1,500 square feet net leasable area	50% of required
1,500+ square feet net leasable area	100% of required

- (2) All required off-street parking shall be located in the side or rear yards of a property and not in the front yard fronting Saco Avenue.

(b) *Driveway locations.* Notwithstanding driveway location standards specified in Division 4, Article VIII, Chapter 78, OOBZO, corner lots with less than 100 feet of frontage on Saco Avenue shall establish driveways on side streets and not access Saco Avenue directly. The combined frontage of two adjacent parcels shall be applied to the 100-foot frontage requirement, provided that the parcels share a single curb cut and driveway.

(c) *Site improvements.* Site improvements are as follows:

(1) *Curbs and sidewalks.* Where nonresidential development or multifamily residential development or apartment houses in excess of five units fronts a public street, the property owner shall construct a public sidewalk and street curb within the street right-of-way for the length of the property frontage. All sidewalks and curb designs shall conform to specifications as established by the Planning Board.

(2) *Lighting.* Notwithstanding the standards for parking lot lighting specified in Division 4, Article VIII, Chapter 78, OOBZO, all freestanding site lighting shall:

- a. Not exceed the height of the principal building or 14 feet, whichever is less.
- b. From a nonresidential use, not shed more than 0.5 footcandle onto surrounding residential or nonresidential properties.
- c. Be shielded to prevent point source glare.

(3) *Street trees.* Where nonresidential development or multifamily residential development in excess of five units fronts a public street, the property owner shall install street trees within the highway right-of-way or within a conservation easement fronting the property as specified by the planning board.

(d) *Signage.* All signs in the SCCA must conform to the following standards in addition to

those of Division 5, Article VIII, Chapter 78, OOBZO:

- (1) *Materials.* All proposed signage shall be constructed of either wood, metal, or fabric.
- (2) *Lighting.* All proposed signs may be illuminated by one or more shielded external light fixtures affixed to the building, the sign, or uplights emanating from the ground. Internally illuminated signs shall be permitted.
- (3) *Area and dimensions.* Area and dimensions are as follows:
 - a. Total aggregate signage located on the site, displayed on retractable awnings, affixed to the building, and displayed in the windows shall not exceed one square foot of signage for every two linear feet of building or storefront frontage on a public street.
 - b. Maximum aggregate signage for any business shall not exceed 40 square feet. Freestanding signs shall not exceed 15 feet in height and shall not exceed the allowable square footage. Square footage of signage allocated for the freestanding sign shall be subtracted from the maximum allowable square footage.
 - c. Permitted sign area is not transferable between sides of the building located on a corner lot.

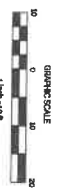
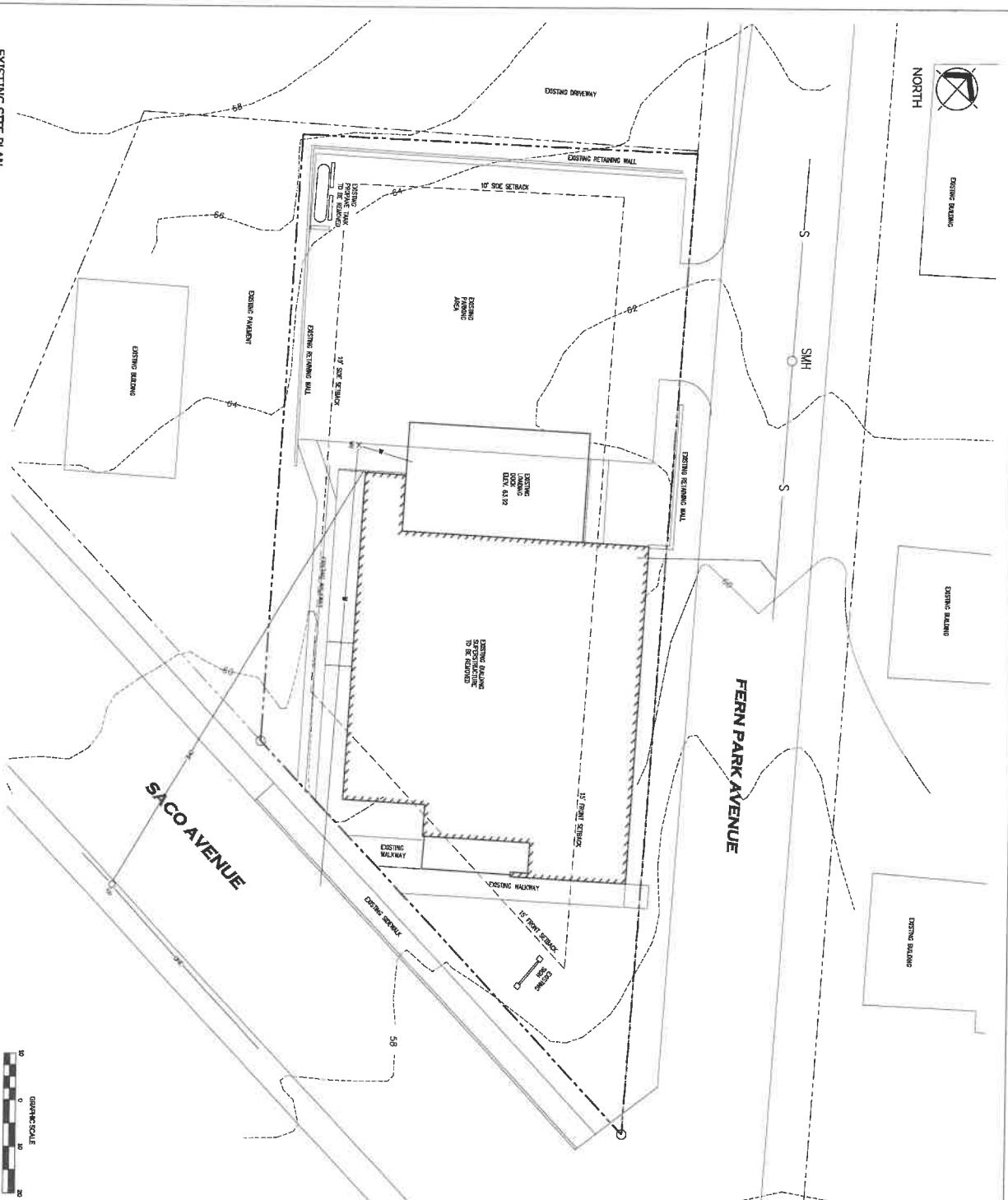
G. Flood Plains

Any construction or development within a flood plain, as defined by the Old Orchard Beach Flood Plain Management Ordinance, shall additionally comply with the terms of that Ordinance.

H. Site Plan Review

Any proposals as described in Chapter 78, Article IV (Site Plans), of the OOBZO shall be subject to site plan review and approval by the Planning Board prior to receipt of a building permit or plumbing permit.

EXISTING SITE PLAN



- GENERAL NOTES**
- 1) CONSULT AND CONSIDER ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
 - 2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 4) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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 - 9) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 10) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 11) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 12) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 13) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 14) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 15) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 16) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 17) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 18) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 19) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - 20) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

ISSUED	
NO.	DESCRIPTION
1	ISSUED FOR PLANNING PERMIT
2	REVISED FOR PLANNING REVIEW
3	
4	
5	

SEASHORE CONDOMINIUMS
60 SACO AVENUE
OLD ORCHARD BEACH MAINE

PROPOSED RENOVATION

MAVA BUILDERS, LLC
318 WINE AVE
SACO MAINE 04072

TECHNITUM
ENGINEERING GROUP
200 WASHINGTON ST
PORTLAND ME 04101



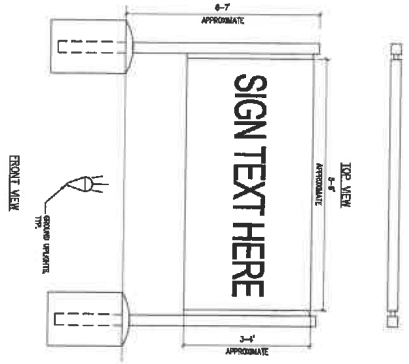
C100

EXISTING SITE PLAN

PROJECT NUMBER: 2520

DATE: 09/20

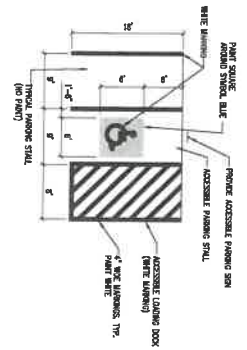
SCALE: 1" = 10'-0"



1. SIGN MATERIAL TO BE ALUM.
2. SIGN SHALL BE MOUNTED ON 2\"/>

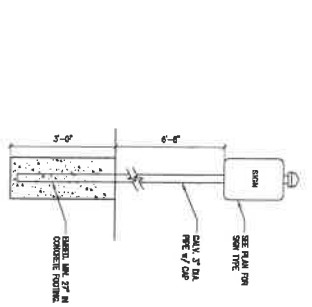
SIGNAGE DETAILS

SCALE: NTS



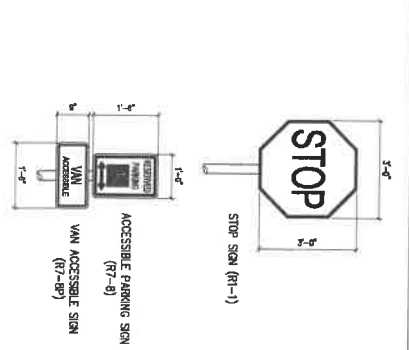
PARKING STALL DETAILS

SCALE: NTS



SIGN POST DETAIL

SCALE: NTS



1. ALL SIGNS SHALL HAVE TYPE III HIGH INTENSITY REFLECTIVE SHEETING ON 0.08\"/>

SIGNAGE DETAILS

SCALE: NTS

TRI LAMIN

 ENGINEERING GROUP

 25 WILSON STREET, SUITE 200

 WILMINGTON, MA 01897

MAKA BUILDERS LLC

 2 BILF WALKER LANE

 3000 WALKER COURT

SEAHORSE CONDOMINIUMS

 60 SACO AVENUE OLD ORCHARD BEACH MAINE

 PROPOSED RENOVATION

ISSUED			
NO.	DESCRIPTION	CHK. BY	DATE
A	REVISED FOR PLANNING REVIEW	ED	08-11-24

SHEET TITLE

SITE DETAILS

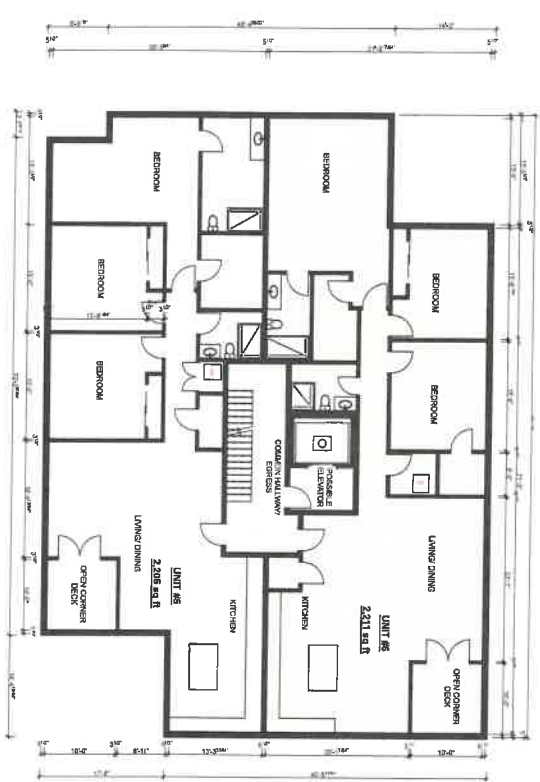
 DESIGNED: CJ

 DRAWN: RMD

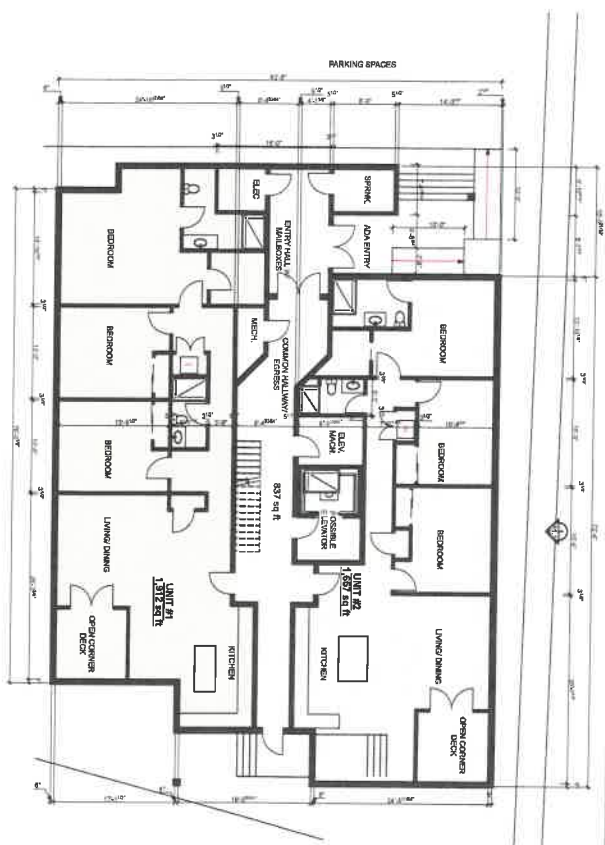
 DATE: JANESHA

 PROJECT NUMBER: 24-02

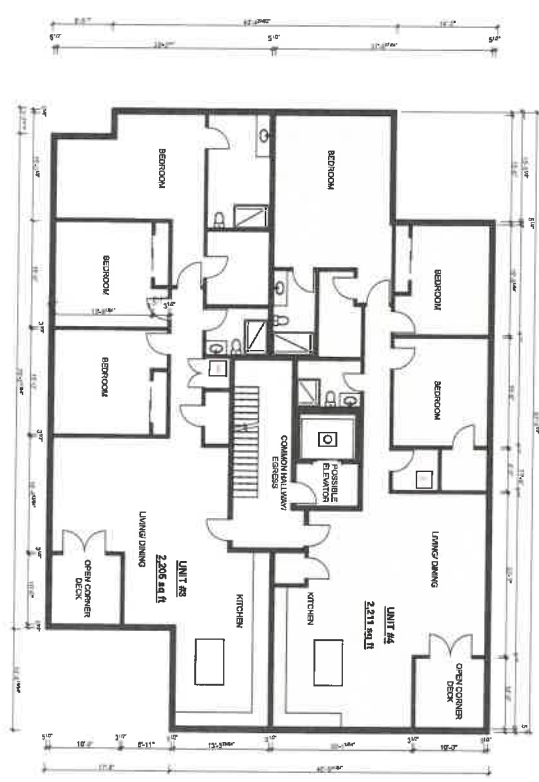
C200



3 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

12.27.22 PLANNING SUBMITTAL
THE DRAWING REPRESENTS AN APPROXIMATE LAYOUT OF THE PROPOSED CONDOMINIUM UNIT. THE DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF WHIPPLE CALLENDER ARCHITECTS.

A1.1

FLOOR PLANS & ELEVATIONS

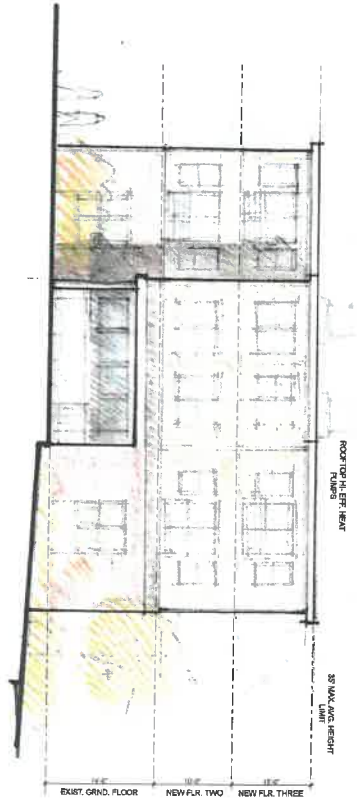
NO.	DATE	DESCRIPTION
1	12/27/22	ROOF WITH EGRESS & ROOF ACCESS REVISIONS

WHIPPLE CALLENDER ARCHITECTS

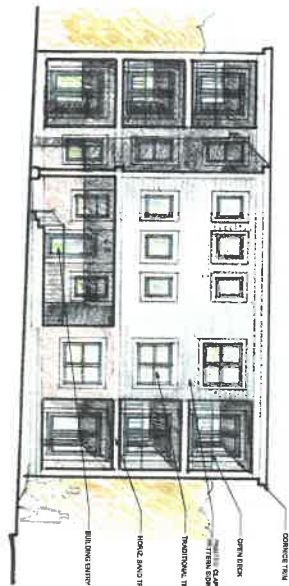
110 BROADWAY
SUITE 200
PORT KNOX, MAINE 04068
TEL: 603.883.1111
WWW.WHIPPPECALLENDRARCHITECTS.COM



SEASHORE CONDOMINIUMS
60 SAGO AVENUE, OLD ORCHARD BEACH, MAINE



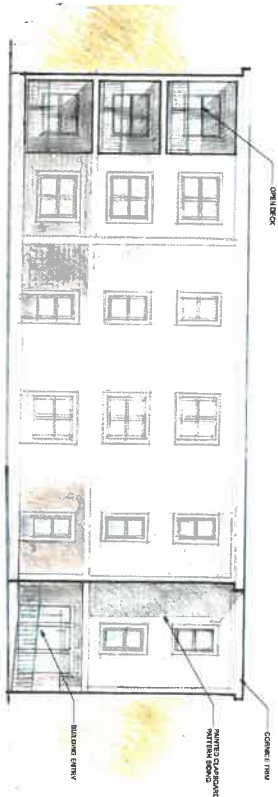
2 PREVIOUS SACO AVE ELEVATION
SCALE: 1/4" = 1'-0"



9 SACO AVE. ELEVATION
SCALE: 1/4" = 1'-0"



4 PREVIOUS FERN PARK AVE. ELEVATION
SCALE: 1/4" = 1'-0"



10 FERN PARK AVE. ELEVATION
SCALE: 1/4" = 1'-0"

12.11.13 REVISED: PERIOD OF RECORD OF 2000 TO 2010 FOR THE PURPOSES OF THE PERIODIC INSPECTION REPORT FOR THE PERMANENT RECORD DRAWING. THE PERMANENT RECORD DRAWING SHALL BE THE PERMANENT RECORD DRAWING.

12.27.22: TRAINING SUBMITTAL. THE PERIODIC INSPECTION REPORT FOR THE PERIODIC INSPECTION REPORT FOR THE PERMANENT RECORD DRAWING SHALL BE THE PERMANENT RECORD DRAWING.

SEASHORE CONDOMINIUMS

60 SACO AVENUE, OLD ORCHARD BEACH, MAINE



WHIPPLE
CALLENDER
ARCHITECTS

110 STATE STREET
SUITE 200
PORTLAND, ME 04101
TEL: 603.733.1100
WWW.WHIPPLECALLENDER.COM

MARK	DATE	DESCRIPTION
1	05/23/22	ROOF WITH EDGAR & ROOF ACCESS READY
2		
3		
4		
5		
6		
7		
8		
9		
10		

DESIGNED BY: JAO
CHECKED BY: CJC
DATE: 05/23/22
SCALE: AS SHOWN

A2.1
ELEMENTS

AGENDA ITEM #8207

Discussion with Action: To award the contract to Gorham Sand and Gravel for the Saco Ave, Goodwin Ave., MacArthur Ave, and Holland Ave. sewer and water utility replacement project, in the amount of \$1,173,633.00, to be funded as follows: \$939,978.69 from account number 50002-50508 CIP Sewer Repairs with a balance of \$1,204,150.52, and \$119,938.10 from account number 50002-50506 CIP Road Improvements with a balance of \$1,045,849.42, and \$113,716.21 to be funded by Maine Water for their portion of the water utility improvements for a total of \$1,173,633.00.

Chair: Shawn O'Neill

June 27, 2024

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

SUBJECT: Saco & Goodwin Ave Sewer and Water Improvements
Evaluation of Bids

Dear Diana,

We have completed our review of the bids that were received on June 20, 2024, for the Saco and Goodwin Avenue Sewer and Water Improvements Project. This letter represents a summary of our findings.

Four bids were received and reviewed. A tabulation of the bids is attached. The project includes replacement of existing sewer on a portion of Saco Avenue, Goodwin Avenue, and Macarthur Avenue and installation of new water main on a portion of Goodwin Avenue. The project also includes a Bid Alternate A for the replacement of sewer on an additional portion of Saco Avenue and on Holland Avenue.

Gorham Sand & Gravel of Buxton, Maine submitted the low bid of \$1,173,633.00, including the Base Bid and Bid Alternate A. The next low bid was Dearborn Construction, with a bid of \$1,339,663.50, including the Base Bid and Bid Alternate A, approximately 14.1% higher than the low bid.

The received bids were reviewed to confirm the minimum bid information required was included. The apparent low bidder, Gorham Sand & Gravel was determined to have a complete bid package, meeting the requirements stated in the bid documents. Based on the current resume of work and past experience, Gorham Sand & Gravel appears to be capable of performing a project of this nature.

Based on the above, we are not aware of any reason why this contract should not be awarded to Gorham Sand & Gravel as the low responsive and responsible bidder. It is important to understand that Wright-Pierce makes no guarantee that the contractor will perform the work within the bid amount and in accordance with the contract, specifications, and drawings. As with any contract of this nature, the Town should anticipate the possibility of minor changes in the cost of the work associated with change orders and variation in estimated quantities as the project progresses.

Upon concurrence and approval of the award by the Town Council, the next step would be to issue the Notice of Award to Gorham Sand & Gravel. As stated in the Instruction for Bidders in the Contract Documents, you should return Bid Bonds to Bidders whom you believe do not have a reasonable chance of receiving the award. Typically, the Bid Bonds are returned to all Bidders except the lowest bidders at this time. We recommend

6/27/2024

Ms. Diana Asanza, Town Manager

Page 2 of 2

holding the Bid Bonds for Dearborn Construction and Shaw Brothers until the Agreement is signed. After the Agreement has been executed, Wright-Pierce will return the bid bonds of all the bidders.

Sincerely,
WRIGHT-PIERCE



Jaime C. Wallace, PE

Project Manager

jaime.wallace@wright-pierce.com

Enclosures:

- *Bid Tabulation*

Cc:

Chris White – Old Orchard Beach Public Works and Wastewater Superintendent

Project Name/No.: Saco & Goodwin Ave Sewer & Water/21566/21631
 Bid Opening: 6/20/2024 2:00 PM
 Location: Old Orchard Beach, ME
 PM/Engineer: J. Wallace/B. Springer
 Engineer's Estimate: \$1,058,517.00

Issuing Office: Topsham Office
 11 Bowdoin Mill Island, Ste 140
 Topsham, ME 04086

BID QUANTITIES			BIDDER'S NAME										Engineers Estimate	
Item	Qty.	UNIT	Gorham Sand & Gravel		Dearborn Construction		Shaw Bros		Gordon Contracting		Engineers Estimate			
			UNIT AMT	BID	UNIT AMT	BID	UNIT AMT	BID	UNIT AMT	BID	UNIT AMT	BID		
BASE BID														
1	Mobilization/Demobilization (10% Max of Total Amount of Bid)	1	LS	\$ 57,513.00	\$ 57,513.00	\$ 106,393.00	\$ 106,393.00	\$ 109,494.00	\$ 109,494.00	\$ 218,400.00	\$ 218,400.00	\$ 80,817.00	\$ 80,817.00	
2	Traffic Control and Regulation	1	LS	\$ 75,805.00	\$ 75,805.00	\$ 112,800.00	\$ 112,800.00	\$ 161,770.00	\$ 161,770.00	\$ 277,000.00	\$ 277,000.00	\$ 32,000.00	\$ 32,000.00	
3	Erosion and Sedimentation Control	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 55,160.00	\$ 55,160.00	\$ 15,975.00	\$ 15,975.00	\$ 125,000.00	\$ 125,000.00	\$ 4,000.00	\$ 4,000.00	
4	Ledge Excavation, Disposal, and Replacement Backfill – Town	125	CY	\$ 0.01	\$ 1.25	\$ 293.00	\$ 36,625.00	\$ 275.00	\$ 34,375.00	\$ 425.00	\$ 53,125.00	\$ 350.00	\$ 43,750.00	
4A	Ledge Excavation, Disposal, and Replacement Backfill – Water	25	CY	\$ 300.00	\$ 7,500.00	\$ 293.00	\$ 7,325.00	\$ 275.00	\$ 6,875.00	\$ 425.00	\$ 10,625.00	\$ 350.00	\$ 8,750.00	
5	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill – Town	100	CY	\$ 28.70	\$ 2,870.00	\$ 24.00	\$ 2,400.00	\$ 30.00	\$ 3,000.00	\$ 150.00	\$ 15,000.00	\$ 50.00	\$ 5,000.00	
5A	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill – Water	50	CY	\$ 28.70	\$ 1,435.00	\$ 24.00	\$ 1,200.00	\$ 30.00	\$ 1,500.00	\$ 150.00	\$ 7,500.00	\$ 50.00	\$ 2,500.00	
6	Earth Excavation Below Grade and Replacement Backfill – Town	100	CY	\$ 53.90	\$ 5,390.00	\$ 51.00	\$ 5,100.00	\$ 55.00	\$ 5,500.00	\$ 150.00	\$ 15,000.00	\$ 50.00	\$ 5,000.00	
6A	Earth Excavation Below Grade and Replacement Backfill – Water	25	CY	\$ 53.90	\$ 1,347.50	\$ 37.00	\$ 925.00	\$ 55.00	\$ 1,375.00	\$ 150.00	\$ 3,750.00	\$ 50.00	\$ 1,250.00	
7	Removal of Existing Pavement – Town	1,600	SY	\$ 7.66	\$ 12,256.00	\$ 5.50	\$ 8,800.00	\$ 6.50	\$ 10,400.00	\$ 20.00	\$ 32,000.00	\$ 15.00	\$ 24,000.00	
7A	Removal of Existing Pavement – Water	300	SY	\$ 7.66	\$ 2,298.00	\$ 5.50	\$ 1,650.00	\$ 6.50	\$ 1,950.00	\$ 20.00	\$ 6,000.00	\$ 15.00	\$ 4,500.00	
8	Removal and Disposal of Asbestos Cement Pipe	1,300	LF	\$ 68.60	\$ 89,180.00	\$ 9.75	\$ 12,675.00	\$ 28.00	\$ 36,400.00	\$ 45.00	\$ 58,500.00	\$ 80.00	\$ 104,000.00	
9	Abandon Sewer Pipe with Flowable Fill	1	LS	\$ 4,630.00	\$ 4,630.00	\$ 9,454.00	\$ 9,454.00	\$ 2,500.00	\$ 2,500.00	\$ 36,000.00	\$ 36,000.00	\$ 3,750.00	\$ 3,750.00	
10	Supply & Installation of 8" PVC Sewer	1,360	LF	\$ 233.29	\$ 317,274.40	\$ 182.00	\$ 247,520.00	\$ 292.50	\$ 397,800.00	\$ 185.00	\$ 251,600.00	\$ 150.00	\$ 204,000.00	
11	Supply & Installation of Sewer Service Connections	425	LF	\$ 159.84	\$ 67,932.00	\$ 257.00	\$ 109,225.00	\$ 179.00	\$ 76,075.00	\$ 145.00	\$ 61,625.00	\$ 120.00	\$ 51,000.00	
12	Supply & Installation of 4' Sewer Manholes	48	VF	\$ 1,000.00	\$ 48,000.00	\$ 1,260.00	\$ 60,480.00	\$ 1,125.00	\$ 54,000.00	\$ 1,600.00	\$ 76,800.00	\$ 800.00	\$ 38,400.00	
13	Supply & Installation of 5' Sewer Manholes	12	VF	\$ 1,100.00	\$ 13,200.00	\$ 1,540.00	\$ 18,480.00	\$ 1,260.00	\$ 15,120.00	\$ 3,600.00	\$ 43,200.00	\$ 1,000.00	\$ 12,000.00	
14	Supply & Installation of 6' Sewer Manholes	8	VF	\$ 2,000.00	\$ 16,000.00	\$ 3,120.00	\$ 24,960.00	\$ 1,819.00	\$ 14,552.00	\$ 4,800.00	\$ 38,400.00	\$ 1,200.00	\$ 9,600.00	
15	SMH-242 Re-mortar Joints and Raise Frame and Cover to Grade	1	LS	\$ 2,900.00	\$ 2,900.00	\$ 4,075.00	\$ 4,075.00	\$ 2,500.00	\$ 2,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00	
16	Aggregate Base (Type A Gravel) – Town	140	CY	\$ 84.76	\$ 11,866.40	\$ 44.00	\$ 6,160.00	\$ 70.00	\$ 9,800.00	\$ 95.00	\$ 13,300.00	\$ 80.00	\$ 11,200.00	
16A	Aggregate Base (Type A Gravel) – Water	20	CY	\$ 84.76	\$ 1,695.20	\$ 44.00	\$ 880.00	\$ 70.00	\$ 1,400.00	\$ 95.00	\$ 1,900.00	\$ 80.00	\$ 1,600.00	
17	Aggregate Subbase (Type D Gravel) – Town	480	CY	\$ 53.47	\$ 25,665.60	\$ 25.00	\$ 12,000.00	\$ 60.00	\$ 28,800.00	\$ 88.00	\$ 42,240.00	\$ 60.00	\$ 28,800.00	
17A	Aggregate Subbase (Type D Gravel) – Water	115	CY	\$ 53.47	\$ 6,149.05	\$ 25.00	\$ 2,875.00	\$ 60.00	\$ 6,900.00	\$ 88.00	\$ 10,120.00	\$ 60.00	\$ 6,900.00	
18	Binder Paving (19.0 mm HMA) – Town	130	TON	\$ 152.40	\$ 19,812.00	\$ 240.00	\$ 31,200.00	\$ 225.00	\$ 29,250.00	\$ 400.00	\$ 52,000.00	\$ 165.00	\$ 21,450.00	
18A	Binder Paving (19.0 mm HMA) – Water	35	TON	\$ 152.40	\$ 5,334.00	\$ 240.00	\$ 8,400.00	\$ 225.00	\$ 7,875.00	\$ 400.00	\$ 14,000.00	\$ 200.00	\$ 7,000.00	
19	Surface Paving (12.5 mm HMA) – Town	110	TON	\$ 181.92	\$ 20,011.20	\$ 240.00	\$ 26,400.00	\$ 225.00	\$ 24,750.00	\$ 400.00	\$ 44,000.00	\$ 180.00	\$ 19,800.00	
19A	Surface Paving (12.5 mm HMA) – Water	25	TON	\$ 181.92	\$ 4,548.00	\$ 240.00	\$ 6,000.00	\$ 225.00	\$ 5,625.00	\$ 400.00	\$ 10,000.00	\$ 200.00	\$ 5,000.00	
20	Surface Paving (9.5 mm HMA) on Saco Ave Sidewalk	20	TON	\$ 181.92	\$ 3,638.40	\$ 240.00	\$ 4,800.00	\$ 225.00	\$ 4,500.00	\$ 550.00	\$ 11,000.00	\$ 300.00	\$ 6,000.00	
21	Supply & Installation of Bituminous Curbing	330	LF	\$ 17.60	\$ 5,808.00	\$ 40.00	\$ 13,200.00	\$ 20.00	\$ 6,600.00	\$ 25.00	\$ 8,250.00	\$ 20.00	\$ 6,600.00	
22	Loam and Seed	1	LS	\$ 10,650.00	\$ 10,650.00	\$ 17,530.00	\$ 17,530.00	\$ 19,900.00	\$ 19,900.00	\$ 48,000.00	\$ 48,000.00	\$ 12,350.00	\$ 12,350.00	
23	Driveway Pavement (9.5 mm HMA)	15	TON	\$ 187.50	\$ 2,812.50	\$ 240.00	\$ 3,600.00	\$ 225.00	\$ 3,375.00	\$ 550.00	\$ 8,250.00	\$ 300.00	\$ 4,500.00	
24	Test Pit Excavation and Backfill – Town	6	EA	\$ 1,620.00	\$ 9,720.00	\$ 1,910.00	\$ 11,460.00	\$ 1,000.00	\$ 6,000.00	\$ 750.00	\$ 4,500.00	\$ 1,000.00	\$ 6,000.00	
24A	Test Pit Excavation and Backfill – Water	2	EA	\$ 1,620.00	\$ 3,240.00	\$ 1,910.00	\$ 3,820.00	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	
25	Install 12-inch Ductile Iron Water Main	20	LF	\$ 196.07	\$ 3,921.40	\$ 192.00	\$ 3,840.00	\$ 611.00	\$ 12,220.00	\$ 98.00	\$ 1,960.00	\$ 250.00	\$ 5,000.00	
26	Install 8-inch Ductile Iron Water Main	260	LF	\$ 128.14	\$ 33,316.40	\$ 288.00	\$ 74,880.00	\$ 165.00	\$ 42,900.00	\$ 92.00	\$ 23,920.00	\$ 110.00	\$ 28,600.00	
27	Install 6-inch Ductile Iron Water Main	10	LF	\$ 126.10	\$ 1,261.00	\$ 180.00	\$ 1,800.00	\$ 784.00	\$ 7,840.00	\$ 90.00	\$ 900.00	\$ 200.00	\$ 2,000.00	
28	Install 1-inch Copper Service Pipe	40	LF	\$ 85.78	\$ 3,431.20	\$ 152.00	\$ 6,080.00	\$ 100.00	\$ 4,000.00	\$ 84.00	\$ 3,360.00	\$ 140.00	\$ 5,600.00	
29	Install 12-inch Gate Valve and Valve Box	2	EA	\$ 1,213.00	\$ 2,426.00	\$ 2,115.00	\$ 4,230.00	\$ 1,500.00	\$ 3,000.00	\$ 5,500.00	\$ 11,000.00	\$ 2,000.00	\$ 4,000.00	
30	Install 8-inch Gate Valve and Valve Box	2	EA	\$ 915.00	\$ 1,830.00	\$ 1,700.00	\$ 3,400.00	\$ 1,000.00	\$ 2,000.00	\$ 3,800.00	\$ 7,600.00	\$ 1,500.00	\$ 3,000.00	
31	Install 1-inch Corporation Stop and Tap	2	EA	\$ 750.00	\$ 1,500.00	\$ 1,220.00	\$ 2,440.00	\$ 1,500.00	\$ 3,000.00	\$ 1,950.00	\$ 3,900.00	\$ 500.00	\$ 1,000.00	
32	Install 1-inch Curb Stop and Box	2	EA	\$ 600.00	\$ 1,200.00	\$ 730.00	\$ 1,460.00	\$ 750.00	\$ 1,500.00	\$ 1,750.00	\$ 3,500.00	\$ 500.00	\$ 1,000.00	
33	Install Hydrant Assembly	1	EA	\$ 2,580.00	\$ 2,580.00	\$ 3,650.00	\$ 3,650.00	\$ 5,000.00	\$ 5,000.00	\$ 7,200.00	\$ 7,200.00	\$ 3,000.00	\$ 3,000.00	
34	Temporary Pavement (2" Min. Thick Asphalt)	110	TON	\$ 167.82	\$ 18,460.20	\$ 320.00	\$ 35,200.00	\$ 225.00	\$ 24,750.00	\$ 375.00	\$ 41,250.00	\$ 180.00	\$ 19,800.00	
34A	Temporary Pavement (2" Min. Thick Asphalt)	35	TON	\$ 167.82	\$ 5,873.70	\$ 320.00	\$ 11,200.00	\$ 225.00	\$ 7,875.00	\$ 375.00	\$ 13,125.00	\$ 180.00	\$ 6,300.00	
TOTAL BASE BID AMOUNT ITEMS (1 THROUGH 34A)					\$ 945,283.00		\$ 1,121,752.00		\$ 1,222,021.00		\$ 1,724,800.00		\$ 857,817.00	
BID ALTERNATE A														
1.A1	Traffic Control and Regulation	1	LS	\$ 18,400.00	\$ 18,400.00	\$ 15,000.00	\$ 15,000.00	\$ 27,167.00	\$ 27,167.00	\$ 165,000.00	\$ 165,000.00	\$ 5,500.00	\$ 5,500.00	
2.A1	Erosion and Sedimentation Control	1	LS	\$ 6,050.00	\$ 6,050.00	\$ 1,950.00	\$ 1,950.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 1,100.00	\$ 1,100.00	
3.A1	Ledge Excavation, Disposal, and Replacement Backfill	10	CY	\$ 300.00	\$ 3,000.00	\$ 293.00	\$ 2,930.00	\$ 275.00	\$ 2,750.00	\$ 425.00	\$ 4,250.00	\$ 350.00	\$ 3,500.00	
4.A1	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill	40	CY	\$ 28.70	\$ 1,148.00	\$ 24.00	\$ 960.00	\$ 30.00	\$ 1,200.00	\$ 150.00	\$ 6,000.00	\$ 50.00	\$ 2,000.00	
5.A1	Earth Excavation Below Grade and Replacement Backfill	40	CY	\$ 53.90	\$ 2,156.00	\$ 51.00	\$ 2,040.00	\$ 55.00	\$ 2,200.00	\$ 150.00	\$ 6,000.00	\$ 50.00	\$ 2,000.00	
6.A1	Removal of Existing Pavement	350	SY	\$ 7.66	\$ 2,681.00	\$ 5.50	\$ 1,925.00	\$ 6.50	\$ 2,275.00	\$ 20.00	\$ 7,000.00	\$ 15.00	\$ 5,250.00	
7.A1	Removal and Disposal of Asbestos Cement Pipe	510	LF	\$ 47.23	\$ 24,087.30	\$ 9.75	\$ 4,972.50	\$ 28.00	\$ 14,280.00	\$ 44.00	\$ 22,440.00	\$ 80.00	\$ 40,800.00	
8.A1	Supply & Installation of 8" PVC Sewer	510	LF	\$ 192.23	\$ 98,037.30	\$ 150.00	\$ 76,500.00	\$ 292.50	\$ 149,175.00	\$ 175.00	\$ 89,250.00	\$ 150.00	\$ 76,500.00	
9.A1	Supply & Installation of Sewer Service Connections	140	LF	\$ 155.30	\$ 21,742.00	\$ 282.00	\$ 39,480.00	\$ 179.00	\$ 25,060.00	\$ 135.00	\$ 18,900.00	\$ 120.00	\$ 16,800.00	
10.A1	Supply & Installation of 4' Sewer Manholes	4	VF	\$ 1,484.08	\$ 5,936.32	\$ 2,085.00	\$ 8,340.00	\$ 1,125.00	\$ 4,500.00	\$ 1,600.00	\$ 6,400.00	\$ 800.00	\$ 3,200.00	
11.A1	Supply & Installation of 5' Sewer Manholes	6	VF	\$ 1,595.09	\$ 9,570.54	\$ 2,900.00	\$ 17,400.00	\$ 1,260.00	\$ 7,560.00	\$ 3,600.00	\$ 21,600.00	\$ 1,000.00	\$ 6,000.00	
12.A1	Aggregate Base (Type A Gravel)	40	CY	\$ 84.76	\$ 3,390.40	\$ 44.00	\$ 1,760.00	\$ 70.00	\$ 2,800.00	\$ 95.00	\$ 3,800.00	\$ 80.00	\$ 3,200.00	
13.A1	Aggregate Subbase (Type D Gravel)	120	CY	\$ 53.47	\$ 6,416.40	\$ 25.00	\$ 3,000.00	\$ 0.60	\$ 72.00	\$ 88.00	\$ 10,560.00	\$ 60.00	\$ 7,200.00	
14.A1	Binder Paving (19.0 mm HMA)	35	TON	\$ 152.40	\$ 5,334.00	\$ 240.00	\$ 8,400.00	\$ 225.00	\$ 7,875.00	\$ 400.00	\$ 14,000.00	\$ 160.00	\$ 5,600.00	
15.A1	Surface Paving (12.5 mm HMA)	30	TON	\$ 181.92	\$ 5,457.60	\$ 240.00	\$ 7,200.00	\$ 225.00	\$ 6,750.00	\$ 400.00	\$ 12,000.00	\$ 180.00	\$ 5,400.00	
16.A1	Supply & Installation of Bituminous Curbing	160	LF	\$ 17.60	\$ 2,816.00	\$ 40.00	\$ 6,400.00	\$ 20.00	\$ 3,200.00	\$ 25.00	\$ 4,000.00	\$ 20.00	\$ 3,200.00	
17.A1	Loam and Seed	1	LS	\$ 5,217.54	\$ 5,217.54	\$ 7,654.00	\$ 7,654.00	\$ 5,686.00	\$ 5,686.00	\$ 22,000.00	\$ 22,000.00	\$ 5,050.00	\$ 5,050.00	
18.A1	Driveway Pavement (9.5 mm HMA)	10	TON	\$										

AGENDA ITEM #8208

Discussion with Action: To accept the proposal from Stantec Consulting Services, Inc. for the Saltmarsh Vegetative Assessment of the Randall Park, Ancona, and Jordan Park Saltmarshes, in the amount of \$5,900.00 from account number 20173-50300, Conservation Commission Professional Engineering Services with a balance of \$9,000.00.

Chair: Shawn O'Neill



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

July 9, 2024

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

Dear Ms. Asanza,

Reference: Proposal for Saltmarsh Vegetative Assessment of Randall Park, Ancona, and Jordan Park Saltmarshes, Old Orchard Beach, Maine

Thank you for the opportunity to present this proposal for saltmarsh vegetation assessments in the Ocean Park area of Old Orchard Beach, Maine. Our previous experience in this area includes saltmarsh vegetation monitoring of the New Salt Road saltmarsh (2011–2014, 2016, 2021) and invasive species control and restoration of areas dominated by common reed (*Phragmites australis*) in the Randall Park, Jordan Park, and Ancona saltmarshes (2018, 2019, 2021, 2023). Our understanding of the requested tasks is based on our recent correspondence with Jaime Wallace of Wright-Pierce and our past involvement with these saltmarsh sites. If this approach does not meet your project needs, or if we have misunderstood your requirements, please contact Matt Arsenault.

Project Understanding

Our understanding is that the Town of Old Orchard Beach (Town) is interested in assessing the current conditions of four tidal saltmarshes within the Town to evaluate how existing tidal gate function along with sea level rise and climate change scenarios may affect the overall health of the saltmarshes. The four saltmarshes include New Salt Road, Randall Park, Ancona, and Jordan Park saltmarshes, totaling approximately 20 acres (see Figure 1). The four saltmarshes are hydraulically connected, and tidal inundation of the saltmarshes is influenced by tide gates installed under New Salt Road in 1997 as a way to control flooding. We understand that Wright-Pierce intends to lead the effort to analyze how the hydrodynamics of the saltmarshes are influenced by the tidal gates and how the tidal gates can be best managed in the future to optimize overall saltmarsh function relative to climate change and sea level rise scenarios. We will support the Town and Wright-Pierce with these efforts through establishing and assessing the existing vegetative conditions of the saltmarshes. The purpose of the vegetative assessment is to provide data to the Town and to inform Wright-Pierce's analysis of tide gate settings on New Salt Road with the goal of finding the balance between saltmarsh health and flooding mitigation. The scope of services provided below outlines the work Stantec Consulting Services Inc. (Stantec) will perform in 2024 relative to saltmarsh vegetation assessments and associated reporting.

Reference: Proposal for Saltmarsh Vegetative Assessment of Randall Park, Ancona, and Jordan Park Saltmarshes, Old Orchard Beach, Maine

Scope of Services

Task 1 – Saltmarsh Vegetation Assessment

Beginning in late-summer to early-fall 2024, Stantec will characterize the existing saltmarsh vegetation zones within the Randall Park, Ancona, and Jordan Park saltmarshes. These efforts will include a delineation of the low marsh and upper marsh zones based on the observed transition between low marsh species such as smooth cordgrass (*Spartina alterniflora*) and upper marsh species such as saltmeadow cordgrass (*Spartina patens*). Stantec will characterize the diversity of vegetation and overall species spatial abundance within each saltmarsh zone. Colonies of non-native invasive species, such as common reed and narrow-leaved cat-tail (*Typha angustifolia*), will also be delineated within the saltmarsh areas and a qualitative assessment of overall saltmarsh health will be made based on the findings of the field work. The delineation of the saltmarsh vegetation zones and non-native invasive plant colonies will be done using a GPS capable of submeter accuracy.

A narrative report will be prepared following the field work. The report will include a summary of the methods and results of the saltmarsh vegetation assessments. It will include figures of the saltmarsh vegetation zones and representative photographs. The report will also conceptually discuss the possible changes to saltmarsh vegetation as a result of anticipated changes in sea level as well as precipitation and surface water runoff as a result of climate change scenarios. The discussion will be largely based on predictive hydrodynamic modeling that we understand Wright-Pierce intends to conduct.

Assumptions

- The New Salt Road marsh has been studied extensively by Stantec and others, including as recently as 2021. These assessments have included delineation of the upper and low marsh zones as well as quantification of saltmarsh species through fixed-area plot sampling. It is anticipated that the data available from these past studies will be utilized for the saltmarsh assessments and further vegetation assessments of the New Salt Road marsh are not included in Stantec's scope of services.
- Establishment of long-term monitoring plots or transects in the Jordan Park, Randall Park, and Ancona saltmarshes is not included in this scope of services.
- Saltmarsh vegetation is closely tied to surface elevations, and we assume Wright-Pierce will provide surface elevation data to Stantec to support the vegetation assessments and potentially correlate elevation ranges to saltmarsh vegetation zones.
- We understand that Wright-Pierce anticipates conducting hydrodynamic modelling to evaluate hydrological changes to the saltmarshes under various sea level rise and climate change as well as tidal gate function scenarios. We assume that the results of such hydrodynamic modeling will be made available for Stantec to support our report discussion relative to possible future changes to the saltmarsh habitat.
- We've included up to 2 hours of staff time to participate in meetings with project stakeholders and we assume the meetings will be held virtually.

Reference: **Proposal for Saltmarsh Vegetative Assessment of Randall Park, Ancona, and Jordan Park Saltmarshes, Old Orchard Beach, Maine**

Schedule

Upon receipt of this signed proposal, Stantec expects that field work for Task 1 will be conducted in late-summer to early-fall 2024. We will notify the Town at least two weeks in advance of our anticipated schedule. The report will be provided upon a schedule mutually agreeable to Stantec, the Town, and Wright-Pierce.

Terms and Conditions

Stantec will perform the work described in this proposal on a time-and-expense basis in accordance with our Professional Services Terms and Conditions, which are enclosed as a part of this proposal, or another set of mutually agreeable terms and conditions. We anticipate we can perform Task 1 for **\$5,900**. This cost estimate is valid for 90 days. We will not perform any work that would result in exceeding the estimated cost without your prior authorization.

Invoices and correspondence will be directed to:

Diana Asanza, Town Manager
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064
dasanza@oobmaine.com
(207) 934-5714

If you wish to proceed with this effort, please sign and return this proposal at your earliest convenience. Please call Matt with any questions. We look forward to continuing to work with you on the Old Orchard Beach saltmarshes.

Regards,

Stantec Consulting Services Inc.



Matt Arsenault Ecologist, PWS, NHCWS
Associate
Phone: 207 798 2135
matt.arsenault@stantec.com



Eben Baker Ecologist, PWS
Associate
Phone: 207 747 9407
eben.baker@stantec.com

Reference: Proposal for Saltmarsh Vegetative Assessment of Randall Park, Ancona, and Jordan Park Saltmarshes, Old Orchard Beach, Maine

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

This proposal is accepted and agreed on the _____ day of _____, 2024.

Per: Town of Old Orchard Beach

Print Name & Title

Signature

Attachment: Figure 1: Ocean Park Saltmarshes
Professional Services Terms and Conditions

July 9, 2024
Diana Asanza, Town Manager
ATTACHMENTS

Reference: Proposal for Saltmarsh Vegetative Assessment of Randall Park, Ancona, and Jordan Park Saltmarshes, Old Orchard Beach, Maine

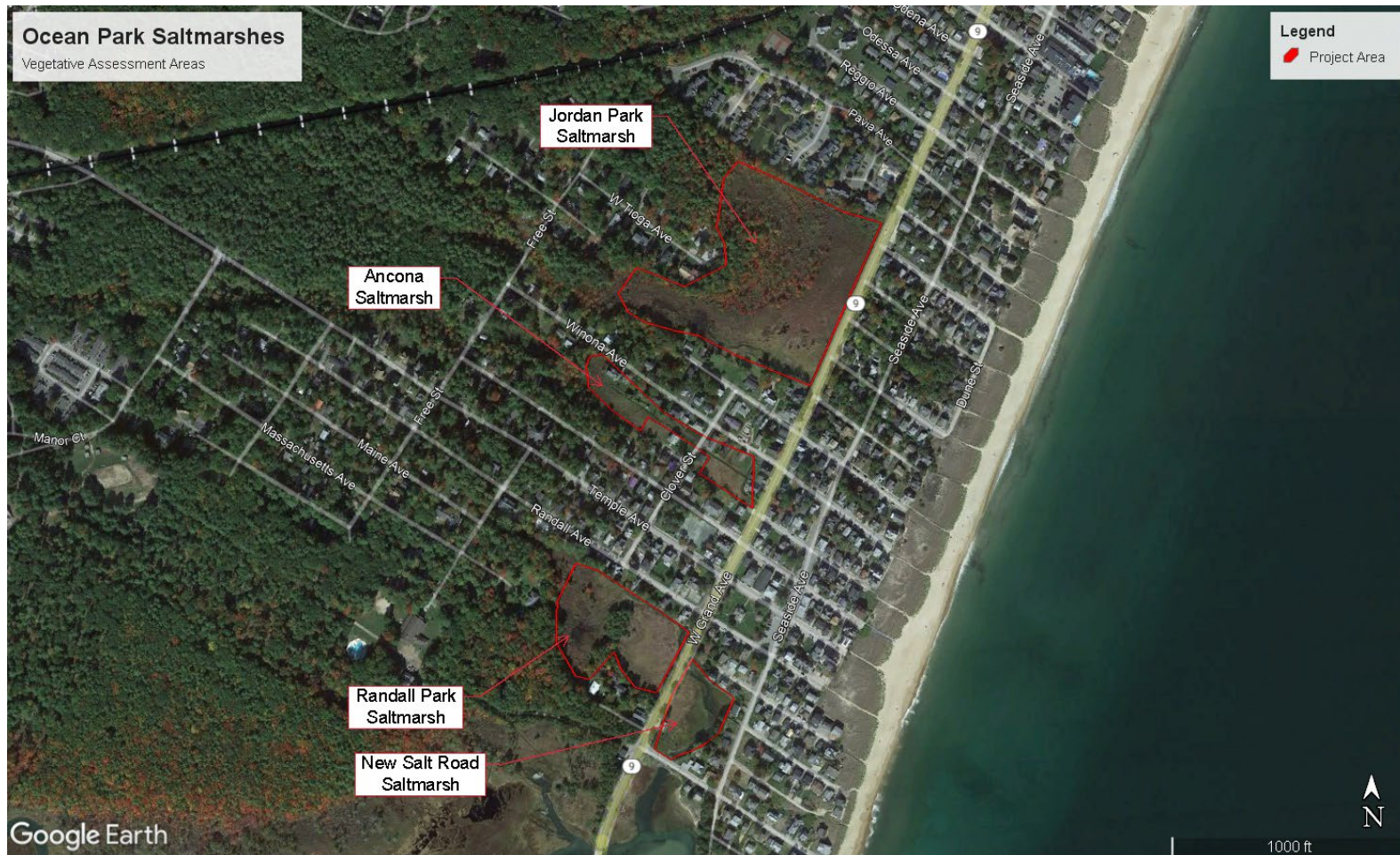


Figure 1: Ocean Park Saltmarshes

Design with community in mind

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

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

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

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

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

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

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

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

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

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

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

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

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

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

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

AGENDA ITEM #8209

Discussion with Action: To amend the agreement between the Town of Old Orchard Beach and Multivision Investments LLC for the temporary placement of a portable bathroom on property at Union Ave identified in the Old Orchard Beach Assessor's map as MBL 315-16-01 from May 25th, 2024 through May 24th, 2025 for the total amount of \$6,000.00 from account number 20151-50511 Public Works Grounds Maintenance with a balance of \$93,844.96.

Chair: Shawn O'Neill

**AGREEMENT BETWEEN THE TOWN OF OLD ORCHARD BEACH AND
MULTIVISION INVESTMENTS LLC FOR USE OF PROPERTY ON UNION AVE.**

WHEREAS: MultiVision Investments LLC (hereinafter "Owner") is the owner of property on Union Avenue and Ocean Avenue, identified in the Old Orchard Beach Assessor's map as property 315-16-01, and

The Town wishes to locate and manage a seasonal public restroom in the proximity of Union Ave. and W. Grand Ave. on the Property for the purpose of providing a needed convenience to people using the Town's nearby beach properties, as shown as Exhibit A;

NOW THEREFORE: The Town and Owner wish to enter into a written agreement to allow placement by Town of a seasonal public restroom structure (hereafter "Restroom") on a portion of Owner's property subject to the following conditions:

1. Permission to Use the Property. The Owner hereby permits the Town to use the Property for the Restroom, subject to the terms and conditions set forth in this Agreement. No other use of the Property is hereby permitted under this Agreement. This is a limited license and not a lease.
2. Fee. The Town will pay the Owner \$6,000 yearly during the term of this Agreement. All costs and expenses associated with locating, operating, and maintaining the Restroom are the responsibility of the Town. The Owner shall have no responsibility for the operation and maintenance of the Restroom or for any related costs and expenses.
3. Condition, Use, and Work on the Property.
 - a. The Town shall inspect the Property and accept it "as is" prior to placing the Restroom on the Property. The Town may prepare the area on which the Restroom will be located. Such preparation may include but is not limited to excavation, grading and paving. All expenses associated with such preparation shall be the exclusive responsibility of the Town.
 - b. Town and Owner agree to locate Restroom at the boundary of property with Union Avenue, at the W. Grand Ave. end of the property, as more particularly shown on Exhibit A.
 - c. Town will, at its own expense, connect the Restroom to Town sewer and water. Owner will not be responsible for any use for sewer or water use by the Restroom facility. Utility improvements will remain

at the termination of this agreement, and will then be available for use by Owner.

- d. Town will post No Parking signs in front of the premises and will enforce violations of no parking.
4. Term and Termination. The term of the agreement shall begin May 25, 2024 and shall continue until October 31, 2026. Either of the Town or the Owner may terminate this Agreement at any time upon at least sixty (60) days written notice to the other; and, upon such termination, the Town shall, at the Town's sole cost and expense, immediately remove the Restroom from the Property and leave the Property in as close to original condition as possible, ordinary wear and tear only excepted.
5. Indemnity. The Town, to the fullest extent permitted by law, will indemnify and hold harmless the Owner against any and all legal claims and proceedings of any description that may be asserted, directly or indirectly, including damages, costs and attorneys' fees, resulting from the Town's use of the Restroom on the property, provided, however, that nothing herein shall, nor is intended to waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.
6. Miscellaneous. This instrument contains the entire agreement between the parties with respect to the Property and shall be modified only by a written agreement. If any provision of this Agreement (or the application thereof to any person or circumstance) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (and the application of such provision to other persons or circumstances) shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
7. Notice. All notices and other communications required or permitted to be delivered hereunder shall be in writing and delivered in hand or mailed postage prepaid, by United States mail, or by electronic mail, to the parties or their agents, with evidence of receipt by the primary addressee, at the following addresses or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above:

AGENDA ITEM #8210

Discussion with Action: Approve the quote from Motorola Solutions in the amount of \$37,455 for the purchase and installation of a new Watchguard Cruiser and Body Camera Server from account #52002-50865 CIP Police Security Cameras and Equipment with a balance of \$91,672.36.

Chair: Shawn O'Neill



OLD ORCHARD BEACH POLICE DEPARTMENT

11/20/2023

11/20/2023

OLD ORCHARD BEACH POLICE DEPARTMENT
1 PRTLAND AVE
OLD ORCHARD BEACH, ME 04064

Dear ,

Motorola Solutions is pleased to present OLD ORCHARD BEACH POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide OLD ORCHARD BEACH POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Christopher Drake at Christopher.Drake@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Christopher Drake
Regional Sales Manager



Billing Address:
 OLD ORCHARD BEACH POLICE
 DEPARTMENT
 1 PRTLAND AVE
 OLD ORCHARD BEACH,
 ME 04064
 US

Shipping Address:
 OLD ORCHARD BEACH POLICE
 DEPARTMENT
 1 PRTLAND AVE
 OLD ORCHARD
 BEACH, ME 04064
 US

Quote Date:11/20/2023
Expiration Date:02/18/2024
Quote Created By:
 Christopher Drake
 Regional Sales Manager
 Christopher.Drake@
 motorolasolutions.com
 603-205-1845

End Customer:
 OLD ORCHARD BEACH POLICE
 DEPARTMENT

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
		VideoManager EL & EX: Video Evidence Management				
1	WGA00421-117	SVR 16 HDD RAID 6 3U 11-25 5CAL GEN 4	1		\$8,295.00	\$8,295.00
2	WGA00422-1650	HD VIDEOMANAGER EL ON- PREM 16TB 6GB/S 7200 RPM 256MB ENT 4KN	6		\$995.00	\$5,970.00
3	WGS00160-2016	SOFTWARE, SQL SERVER 2016, STD. W /5 CAL	1		Included	Included
4	WGW00122-400	ON-SITE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$5,000.00	\$5,000.00
5	WGP02400-500	LICENSE,VIDEOMANAGER EL ON-PREM SITE LICENSE KEY	1		\$1,000.00	\$1,000.00
6	WGW00140	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,-217) FULL SERVICE ON SITE, 5- YEAR	1	5 YEAR	\$1,175.00	\$1,175.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
7	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE & SUPPORT FEE*	40	5 YEAR	\$975.00	\$39,000.00
8	WGP02400-510	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE & SUPPORT FEE	9	5 YEAR	\$975.00	\$8,775.00
9	WGW00166-100	EL4 TO VIDEOMANAGER EL DATA MIGRATION SERVICE, PER TB OF DATA	17		\$435.30	\$7,400.03

Grand Total **\$76,615.03(USD)**

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$37,455.03	\$0.00 *
Year 2 Subscription Fee	\$9,790.00	\$0.00
Year 3 Subscription Fee	\$9,790.00	\$0.00
Year 4 Subscription Fee	\$9,790.00	\$0.00
Year 5 Subscription Fee	\$9,790.00	\$0.00
Grand Total System Price	\$76,615.03	\$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

AGENDA ITEM #8211

Discussion with Action: Purchase of a 2024 Chevrolet Tahoe Police Package from Quirk Ford of Augusta for the sum of \$52,990.00 from account # 52002 - 50849 CIP Police Department Vehicle Expense with a balance of \$102,544.84.

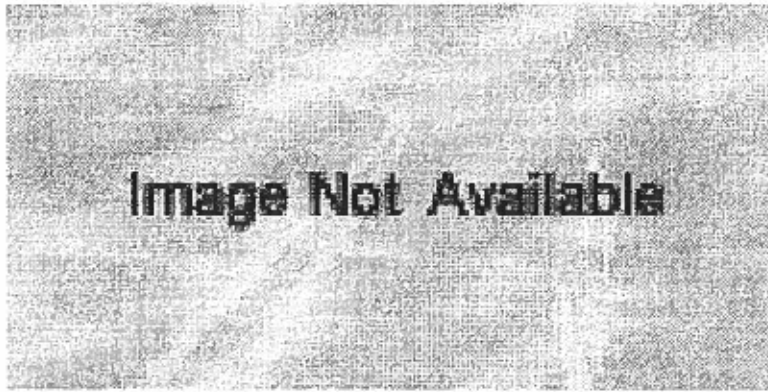
Chair: Shawn O'Neill



QUIRK AUTO GROUP
LEO CHICOINE | 207-430-1621

Prepared For: STOCK SPEC'S 2024

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial



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

\$52,990⁰⁰⁰



QUIRK AUTO GROUP

LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (⚠ Incomplete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	\$53,450.00

COLORS

CODE	DESCRIPTION
GXD	Sterling Gray Metallic

SUSPENSION PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

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Data Version: 21391. Data Updated: Jan 4, 2024 6:42:00 PM PST.



QUIRK AUTO GROUP

LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (⚠ Incomplete)

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (Included and only available with (9C1) Police Package. 4WD model only.)	0.00 lbs	0.00 lbs	Inc.

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GXD	Sterling Gray Metallic	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (⚠ Incomplete)

WX7	Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers. (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$60.00
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ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
6C7	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$170.00
7X3	Spotlamp, left-hand Not available with SEO (7X2) left and right-hand spotlamps. Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$800.00
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
V53	Luggage rack side rails, delete (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*	0.00 lbs	0.00 lbs	Inc.
VK3	License plate front mounting package (Included on orders with ship -to-states that require a front license plate.)	0.00 lbs	0.00 lbs	\$0.00
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

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Data Version: 21391. Data Updated: Jan 4, 2024 6:42:00 PM PST.



QUIRK AUTO GROUP

LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (⚠ Incomplete)

AX2	Key, unique included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
BTV	Remote start	0.00 lbs	0.00 lbs	\$300.00
UTQ	Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$50.00
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$50.00

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VQK	LPO, Molded splash guards (dealer-installed)	0.00 lbs	0.00 lbs	\$250.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Included and only available with (ATZ) rear seat delete.)	0.00 lbs	0.00 lbs	Inc.

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Data Version: 21391. Data Updated: Jan 4, 2024 6:42:00 PM PST.



QUIRK AUTO GROUP

LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (⚠ Incomplete)

SHIP THRU CODES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	0.00 lbs	0.00 lbs	\$0.00
Options Total		0.00 lbs	0.00 lbs	\$1,927.00

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 Data Version: 21391. Data Updated: Jan 4, 2024 6:42:00 PM PST.

AGENDA ITEM #8212

Discussion with Action: Purchase and installation of police cruiser interior equipment to include lighting, interior components, and installation of all interior electronic components from 2-Way Communication Service, Inc. DBA NEVO (New England Vehicle Outfitters) for the sum of \$15,535.00 from account # 52002 – 50849 CIP Police Department Vehicle Expense with an account balance of \$102,544.84.

Chair: Shawn O'Neill

New England Vehicle Outfitters
40 Old Dover Road
Suite 12
Newington, NH 03801



Proposal
2157
 Date: 2/5/2024

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Police
 16 E Emerson Cummings Blvd
 Old Orchard Beach, ME
 4064

E-mail us : automotivetailors@ne-vo.com

P.O. No.:	Terms	Rep:
D. Hemingway	Net 30	753

Qty	Item	Description	Total
		2024 Chevy Tahoe: Provide & Install Emergency Equipment	
2	TLIB	Front Lighting ION T-SERIES LINEAR LT BLUE	270.00
2	TLIB	Side/Intersection Lighting ION T-SERIES LINEAR LT BLUE	270.00
2	IONB	ION™ Series Super-LED Universal Light , w/Universal Mount, Scan-Lock™ Flash Patterns and a 4-wire Pig Tail (BLUE) Black Housing	270.00
1	VTX609B	Rear Lighting Vertex Super-LED HAW Lamp. Self Contained. Blue (Single Unit)	115.00
1	VTX609B	Vertex Super-LED HAW Lamp. Self Contained. Blue (Single Unit)	115.00
2	TLIB	Rear Hatch Up Lighting ION T-SERIES LINEAR LT BLUE	270.00
2	Wedge	TIONWEDG - MOUNTING WEDGES ION-T-SERIES	40.00
		Low Profile Lighting Package	
1	BW54UFX	(Special Order) WCX DUO IE 12-LT 2021 TAHOE Blue/White	3,850.00
1	BS584	(Special Order) I-E RST WCX 8-LT S/D '21 TAHOE Blue/Amber	0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	0.00
1	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD	0.00
1	C399K6	OBD II CANPORT KIT TAHOE/SUB	0.00
1	SA315U	SA315U SPEAKER, BLACK PLASTIC (Replaces SA315P)	0.00
1	SAK70	SA-315 Mount Kit - 2021 Chevy Tahoe	0.00
		Promo Subtotal	3,850.00
1	Siren	Whelen CHOWLER Siren Amplifier with Two Speakers, Optional Vehicle Specific Mounting Brackets, No Charge When Purchased with Howler System	650.00
1	Lighting	Spotlight Whelen P46S2B3 PAR-46, 12 VDC, Replacement, 8° Spotlight with Blue Warning. For Unity® Spotlight Mounting. One Wire Color Control for Spot, Warning and Alternate Flash of Spot/Warning	300.00
1	C-VSW-2000-TAH-2	Console 12.5" Wide 20" Vehicle-Specific Console For 2015-2020 Chevrolet Tahoe Police Pursuit Vehicle (PPV) & 2015-2020 Chevrolet Tahoe & Suburban	1,050.00
1	Console	Havis C-EB30-KCH-1P Kenwood Mounting Bracket	0.00

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days

****Freight cannot be estimated at this time and will be added to the final invoice once product ships****

A 3.00% card service fee will be added to any credit/debit card transactions

Subtotal

Sales Tax (0.0%)

Total

New England Vehicle Outfitters
40 Old Dover Road
Suite 12
Newington, NH 03801



Proposal
2157
 Date: 2/5/2024

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Police
 16 E Emerson Cummings Blvd
 Old Orchard Beach, ME
 4064

E-mail us : automotivetailors@ne-vo.com

P.O. No.:	Terms	Rep:
D. Hemingway	Net 30	753

Qty	Item	Description	Total
1	C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket, 4' Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	0.00
1	C-ARM-102	Side Mount Arm Rest	95.00
1	CUP2-1001	Self-Adjusting Double Cup Holder	70.00
1	MMCLIP	Magnetic Mic Clip	45.00
1	C-MCB	Mic-clip Bracket	15.00
1	C-APW-1390	13" Inch Accessory Pocket, 9" Deep For 3.3" W Section Of Wide Consoles	80.00
1	C-AP-0625-1	Havis 6" Accessory Pocket, 2.5" Deep	65.00
1	Ticket Light	60CREGCS - 12V WHT/RED 6' COMPARTMENT LT	200.00
1	Prisoner Transport	Prisoner Transport ProGard P1000T21AOSB Single Prisoner Compartment With 1/3 Cage, Window Barriers, Plastic Transport Seat, Poly Center Divider & Outboard Seat Belts SPECIAL ORDER	3,200.00
1	Gun Lock	Weapon Locks BlacRac 4810-20013 Dual Kit Dual KIT-WRS 1082-E & 4130-E, Electronic, 8-second delay, Dual 18" T-Channel (25020), Trigger Guard (25035), Upper Bracket (27600), Lower bracket (27610), Buttstock Boot (27620), with 4 MA209 keys	950.00
1	PB57T21HD	Exterior Accessories 2021 - C Tahoe HD Push Bumper - Includes Wire Covers (price includes shipping)	750.00
1	60605	Antenna System Heavy Duty 1/4 w/Spring 132-525MHz .	60.00
1	3080384M48	NMO Mount 17' Antenna Cable	30.00
1	PL259 UHF	2880324A75 - Crimp on PL259/UHF Male connector	10.00
1	6-Split Distro	Installation & Materials ATO Fuse Panel, 6 Outputs (100 Amp), with Screw Terminals with Ground Bus.	75.00
1	12-Split Distro	ATO Fuse Panel, 12 Outputs Split: 6 (100 Amp), and 6 (100 Amp) with Screw Terminals and Ground Bus.	115.00
1	HP4	Hardware Package, Wire, Loom, ZipTies, Fuses, Fuse Holders, Fasteners, etc.	150.00
1	Wiring Harness	Whelen Core Main Lighting Harness	425.00
1	SUV Upfit - Mid Size	Labor Frontline Mid Size SUV Upfit	1,750.00
1	Add WatchGuard	Installation Of WatchGuard Camera System / Axon Camera System At Time Of Original Vehicle Build	250.00

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days

****Freight cannot be estimated at this time and will be added to the final invoice once product ships****

A 3.00% card service fee will be added to any credit/debit card transactions

Subtotal

Sales Tax (0.0%)

Total

New England Vehicle Outfitters
40 Old Dover Road
Suite 12
Newington, NH 03801



<h1>Proposal</h1>
<h2>2157</h2>
Date: 2/5/2024

Name / Address:

Phone : 603-436-2954

Old Orchard Beach Police
 16 E Emerson Cummings Blvd
 Old Orchard Beach, ME
 4064

E-mail us : automotivetailors@ne-vo.com

P.O. No.:	Terms	Rep:
D. Hemingway	Net 30	753

Qty	Item	Description	Total
	Terms and Conditions	<p>TERMS AND CONDITIONS:</p> <p>By signing this proposal, you agree to the following terms and conditions:</p> <ul style="list-style-type: none"> •Special Order items: All special-order items will be invoiced out to the customer when the order is placed. Please be sure the PO for this job will allow for multiple payments. If you need the special-order items quoted on a separate proposal, let us know and we will be happy to accommodate that request. •Please note that special order items may take 12-16 weeks for delivery from the manufacturer. This includes but is not limited to; Lightbars (interior & exterior), Command/Storage Cabinets, Non-Inventory Light heads, Partitions, and Vinyl Graphics. •There are NO RETURNS or CANCELLATIONS on special-order items. •The remaining non-special-order equipment will be invoiced to the customer as soon as all items are here and staged for this job; regardless of when the vehicle is expected to be delivered. •Labor and Installation Materials will be invoiced upon completion of work. •Payments for invoices are due in the timeframe established in the customers terms, this is notated on the invoice as well. Beginning at 30 days past-due, unpaid invoices will incur 5% late fee every 30 days. • Returned goods and/or canceled orders may be subject to a restocking fee of up to 50%. •Additional products or services provided outside of the original scope of this proposal will be subject to additional charges. •Customer shall have any vehicles, and/or equipment requiring service accessible for their scheduled appointment time. Delays due to unavailability may incur additional labor charges •Delays caused by other vendors, including vehicle manufacturers and delivery delays may affect the scheduling and completion timeframe of your vehicle. •Services will be performed during NEVO's normal business hours (Mon-Fri 8:00am-4:30pm). •Due to the current market causing major fluctuation in raw material costing, material shortages, etc., "Hardware Package" pricing is subject to change without notice. •NEVO will not store customer supplied or customer owned equipment; before or after vehicle upfit is complete. •Equipment purchased from other vendors should be shipped to the customers location. •Items purchased from other vendors can be delivered to NEVO no more than 30 days prior to the scheduled build date. •Customer supplied equipment left at NEVO longer than 30 days will be subject to a monthly storage fee of \$100 per month •Customer Signature _____ Date _____ 	0.00

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days

****Freight cannot be estimated at this time and will be added to the final invoice once product ships****

A 3.00% card service fee will be added to any credit/debit card transactions

Subtotal \$15,535.00

Sales Tax (0.0%) \$0.00

Total **\$15,535.00**

AGENDA ITEM #8213

Discussion with Action: Purchase of one GETAC Computer Tablet and mounting components from Glacier Computer for the sum of \$6,018.40 from CIP Account # 52002 -50849 Police Department Vehicle Expense with an account balance of \$102,544.84.

Chair: Shawn O'Neill

QUOTATION



Sales Contact: Ryan Garofano
 Phone: 401-741-8361
 Email: sales@northeast-mdt.com
 Quote #: 849031G

Date: 11/22/23

Customer: Old Orchard Beach
 Contact: DC Dave Hemmingway
 Phone:

BASE DEVICE CONFIGURATION

QTY	Glacier Code	Category	Description			Extended
1	7119056	Barcode + LTE	K120 G2 - Intel Core i5-1135G7 Processor, W/Windows Hello Webcam, Microsoft Windows 10 Pro x64 with 16GB RAM, 256GB PCIe SSD, Sunlight Readable Full HD LCD + Touchscreen + Rear Camera + Hard Tip stylus, US Power cord, (Without Keyboard Dock), Wifi + BT + 4G LTE (EM7511) w/ integrated GPS/Glonass + Passthrough, Barcode Reader, 3 Year B2B Warranty	\$3,916.00	\$3,629.00	\$3,629.00
Total Discounted Price Base Configuration						\$3,629.00

ACCESSORIES & ADDITIONAL SERVICES

QTY	Glacier Code	Category	Description			Extended
1	4686785	Charger	GETAC : Getac 11-16V, 22-32V DC Vehicle adapter / Charger (120W for Docking Station)	\$109.99	\$109.99	\$109.99
1	2725276	Havis Charge Guard	Havis Charge Guard- Vehicle Timer	\$101.97	\$101.97	\$101.97
1	5526170	K120 Dock	GETAC : K120 (Tablet) - Havis Vehicle Docking w/ RF	\$1,159.18	\$1,159.18	\$1,159.18
1	EF-8C3G-26	Antenna- Low Pro Cell Only	2G/3G/4G Easy-Fit Antenna	\$100.00	\$100.00	\$100.00
1	500-0001	Hint Mount: TM-5502UDB-UNIB-E	Tablet and Keyboard Mount with Two Telescopic Posts. 12" Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket with VESA 75, VESA 100 & 2X4 Patterns (UDB-01). 10" Keyboard Post with G.R.I.P. Tilt/Swivel and Double Arm with Triple Pivot and Adjustable Tray for 12" Keyboard. Telescopic Mid Section with the Next Generation Under the Seat UNIBASE EVOLUTION (See list of vehicles)	\$720.00	\$720.00	\$720.00
1	4887618	Kybd	KBA-BLTX-UCNNR-US BLTX Keyboard, USB, Coiled cord. Non-biometric, No logo, Red backlighting, US legends	\$198.26	\$198.26	\$198.26
Discount		0.00%	Total Discounted Price Accessories			\$2,389.40

WARRANTY OPTIONS

QTY	Glacier Code	Category	Description			Extended
					\$0.00	\$0.00
Discount		0.00%	Total Discounted Price Selected Warranty Items			\$0.00

\$6,018.40

NOTES:
 FREE SHIPPING
 QUOTE EXPIRES IN 60 DAYS
 TERMS ARE NET 30 PENDING PROPER CREDIT APPROVALS
 ALL ORDERS SUBJECT TO GLACIER TERMS & CONDITIONS
 LEAD TIME IS APPROXIMATELY 4-6 WEEKS
 VICES ARE BUILT TO ORDER - NO RETURNS/EXCHANGES

Glacier Computer
 46 Bridge St.
 New Milford, CT 06776

AGENDA ITEM #8214

Discussion with Action: Approve the Special Event Permit applications for the 2024 annual Ocean Park Association events, as follows: 1) the Ocean Park 5k Race on Friday, July 26th, set up from 3-5 p.m., event and take down from 5-8 p.m. in Ocean Park; 2) Illumination Night, Saturday, August 3rd, event set-up 2-5 p.m., event and takedown, 5-10:30 p.m., candles removed from beach early morning of August 4th; 3) Kids Fun Run, back streets of Ocean Park, Saturday, July 27th, set-up from 9-10 a.m., event and takedown from 10-11 a.m.

Chair: Shawn O'Neill

APPLICATION INFORMATION

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

1. Name of applicant OCEAN PARK ASSOCIATION

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

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

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

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

Ocean Park Association

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

Type of Event:

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

Road Race

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

Ocean Park 5K Race

Will you be using tents? _____ YES ___X___ NO

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

Will you be using staging? _____ YES _____ NO

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

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

Other: _____

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

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

Name Scott Belanger Work Phone (____) _____

Address PO Box 7088 27 Mass Ave Olean Park ME 04065
City State Zip

Cell phone 207 233 8982 Fax (____) _____

E-mail SBELANGE@MAINE.RR.COM

4. SET-UP Date for Event 7/26/2024 Day of Week FRI from 3PM to 5PM

Date of Event 7/26/2024 Day of Week FRIDAY from 5PM to 8PM

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

6. The estimated number of participants in the event

____ 0-150; ____ 150-500; X 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.

See Attached Map

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

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

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

Description of merchandise _____

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

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

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

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

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

Ocean Park Association

12. List any Event Sponsors:

Ocean Park Association

Saco-Biddeford Savings Inst.

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

Will participants be charged for parking? _____ YES X NO

YES (if yes, please list dates): For the past 20 plus years on the last Friday of July
 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) : As is our custom, prior arrangements will be made with the OOB Police Department to stop traffic and position officers to aid in the smooth flow of the race. There have been no crowd control issues in the past and none are expected this year. There is a police presence and pre-arranged road closures to address any safety issues that may arise.

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

Times: _____ How many? _____

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

Name: _____ Phone Number: _____

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

N/A

Will audible devices be used at this event? YES NO

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

A portable megaphone will be used during the event

Where will the event attendees/participants park? _____

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

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

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

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

If yes, give details: _____

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

We clean up any items associated with the event and OPA-supplied trash receptacles are located throughout the village square. 8 cans are located as follows: Two at Temple Ave. with the remaining six on Temple Ave. between West Grand Ave. and Seaside Ave. and on Seaside Ave. between Colby Ave. and Randall Ave.

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

If yes, number needed and location _____

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

_____ YES NO If yes, please describe:

Is any other public works assistance needed? _____ **No** _____

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

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

If yes, explain: _____

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

Simple posters announcing the event in our kiosks, privately owned sign boards (to be placed on the Library lawn and at the entrance to Ocean Park on Temple Ave at the edge of Guild Park near the railroad tracks – both OPA properties). An A Frame sign will be placed in front of the administration building. We request that day of event signage be allowed to be posted on selected telephone poles near the village square on the day of the event.

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

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

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

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

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

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

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. However, projects must be reviewed by MDIFW before Town approval. If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines. Page 9 of 12 The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

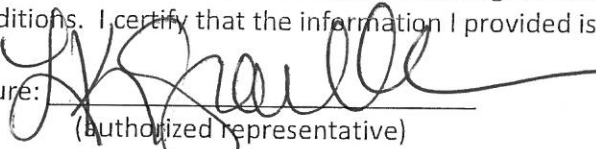
I, Lori K Gramlich on behalf of Ocean Park Association
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature:  Date: June 20, 2024
(Authorized representative)

Print name: LORI K GRAMLICH

Print Organization Name (if applicable): Ocean Park Association

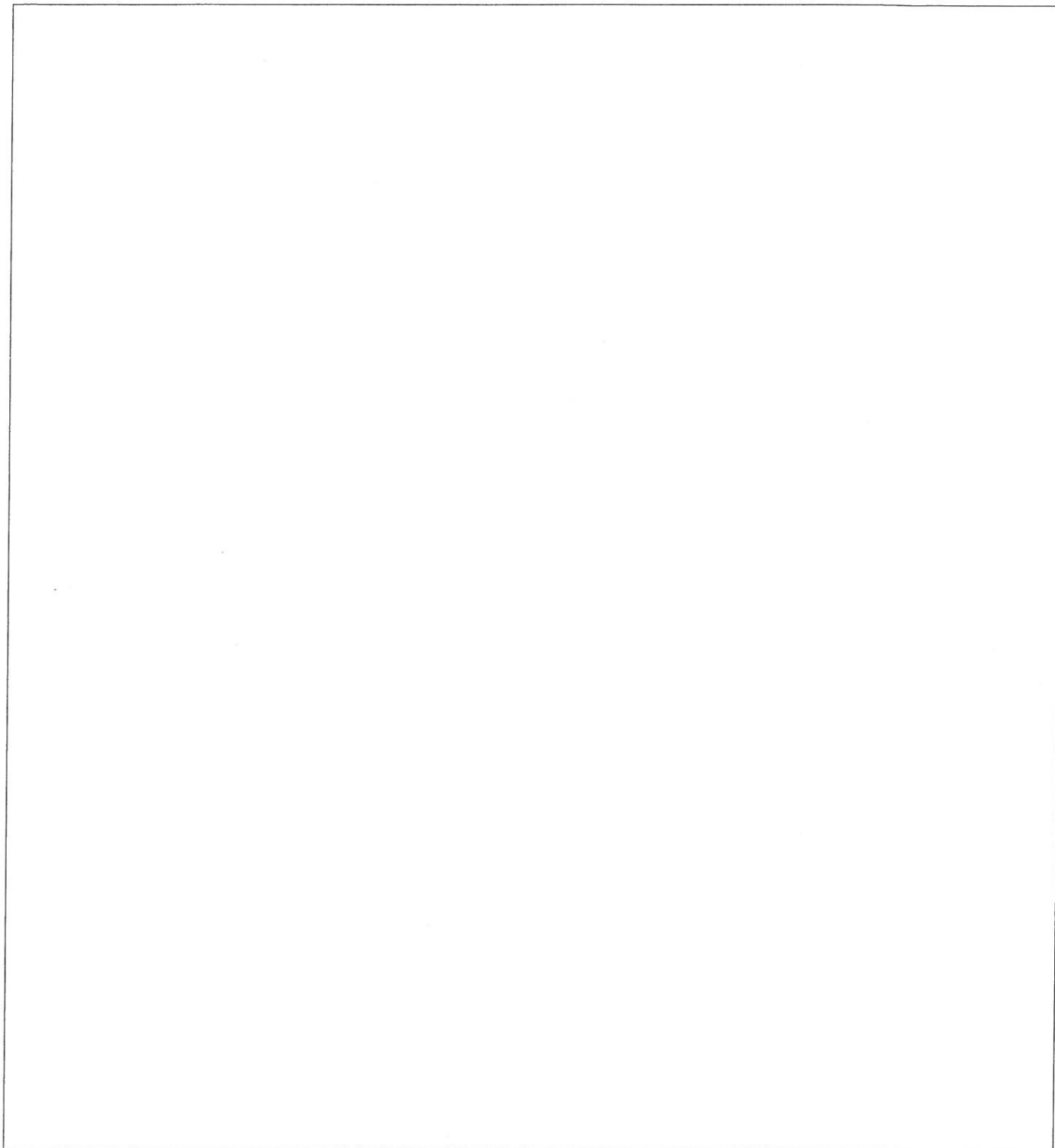
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



5K RACE ROAD CLOSURES

Friday, July 26, 2024:

- Temple Ave. will be closed 6:50 pm through 7:15 pm, then limited traffic is able to pass
- West Grand from the Laundromat to the Pump Station is closed 6:50 pm - 7:45 pm
- The Village Square is closed 6:55 pm - 7:45 pm

1K KIDS' FUN RUN

Saturday, July 27:

- Very limited access and temporary closures 9:45 am - 10:30 am on Colby (between Free and Fern)
- Closed on Fern between Colby and Winona 10:00 am - 10:20 am
- Closed on Winona between Free and Fern 10:00 am - 10:20 am
- Closed on Free between Temple and Winona 10:00 am - 10:20 am

2024 Ocean Park 5K

Ocean Park, Maine

Start marked with yellow paint and a P-K nail. Finish and Miles marked with a spot of yellow paint (UP = Utility Pole).

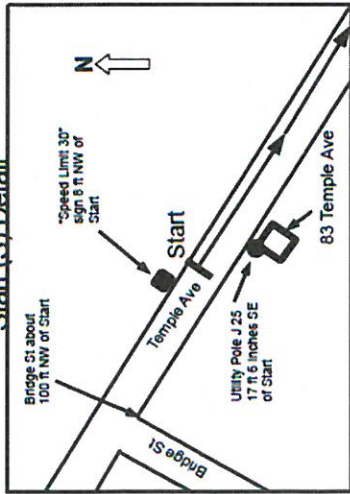
Start: On northeast side of Temple Ave 8 ft SE of a "Speed Limit 30" sign & 17 ft 6 inches NW of UP J.25 on opposite side just NW of 83 Temple Ave. About 100 ft SE of Bridge St.

Mile 1: On northwest side of Seaside Ave about even with northwest side of Seaciff Ave & 10 ft SW of a Sewer Manhole Cover on the north corner of Seaside and Seaciff.

Mile 2: On southwest side of Temple Ave 33 ft NW of center of Trail Covered Bridge (War Memorial 1944) on opposite side

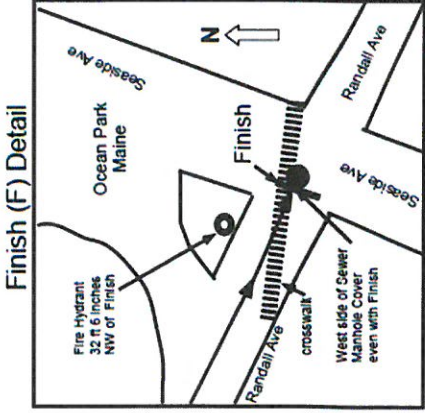
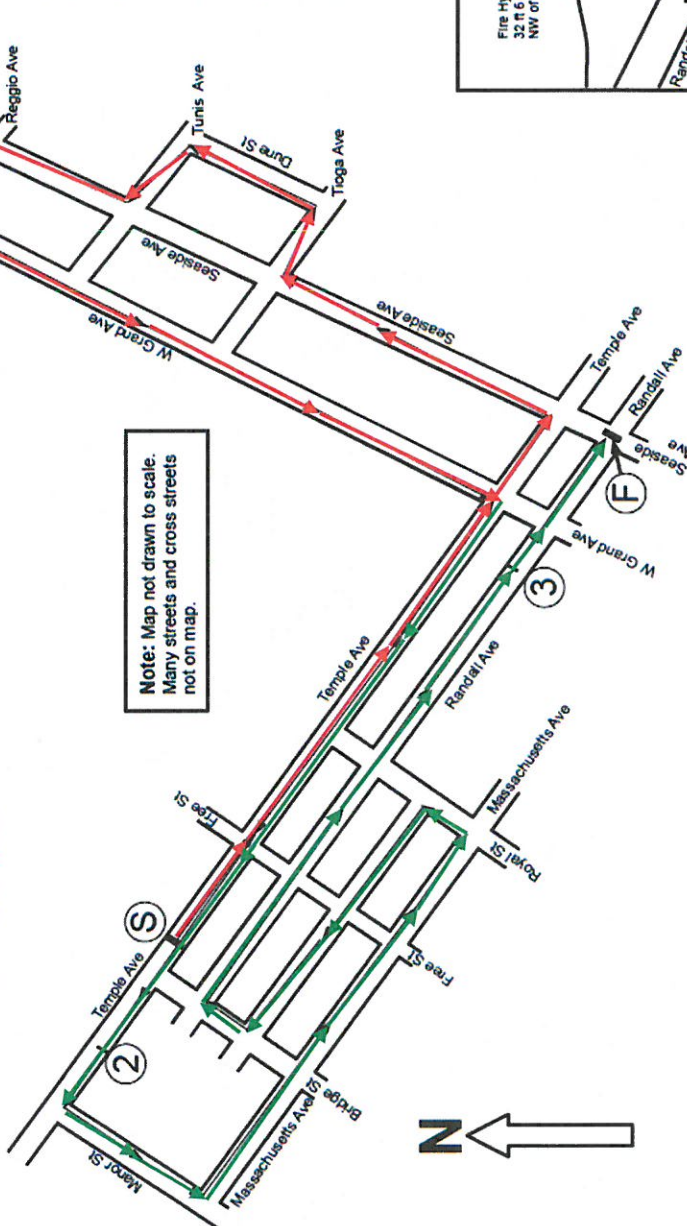
Mile 3: On north side of Randall Ave 2 ft NW of UP 7 with "No Parking This Side" sign.

Finish: At the west edge of a Sewer Manhole Cover located in the middle of the intersection with Randall Ave and Seaside Ave & at the south edge of the crosswalk, & 32 ft 6 inches SE of the Fire Hydrant in the island at northwest side of the intersection.



Note: This course was measured using the full width of the road and the Shortest Possible Route (SPR).

Note: Map not drawn to scale. Many streets and cross streets not on map.





OCEAPAR-05

SKARAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

INSURED

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BKS58132684	10/15/2023	10/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58132684	10/15/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58132684	10/15/2023	10/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1810103861	10/15/2023	10/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2024 Events/ The Certificate holder (Town of Old Orchard Beach) is additional insured with regards to Commercial General Liability for ongoing operations if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Henry Johnson

APPLICATION INFORMATION

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

1. Name of applicant OCEAN PARK ASSOCIATION

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

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

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

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

Ocean Park Association

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

Type of Event:

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

Illumination Night

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

Annual Illumination Night activities: OP Band Concert, Strawberry Shortcake Sale, Illumination Displays throughout Ocean Park, a Bagpipe concert, and a Candles on the Beach Memorial Event at the Foot of Sandpiper Rd.

Will you be using tents? _____ YES ___X___ NO

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

Will you be using staging? _____ YES _____ NO

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

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

Other: _____

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

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

Name Lori Gramlich Work Phone 207 934 9068
Address 14 Temple Ave Olean Park ME 04063
City State Zip

Cell phone 207 232 1067 Fax () _____

E-mail DIRECTOR@OLEANPARK.ORG

4. SET-UP Date for Event 8/3/2024 Day of Week SAT from 2pm to 5pm
Date of Event 8/3/2024 Day of Week SATURDAY from 5am to 1030pm
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) AUGUST 4th For Canada only Sunday Early
(if rain date listed, insurance must list rain date) Times _____ Morn!

5. Location of the Event 11-14 Temple Ave, Olean Park / Beach at
(if applicable, a map or diagram showing the area to be used, or parade route) foot of

6. The estimated number of participants in the event

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

_____ 0-150; _____ 150-500; _____ 500-1000; ___X___ 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.

As in past years, Temple Ave. between W. Grand and Seaside would be closed to allow people to mingle safely.

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

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

Strawberry Shortcake

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

Description of merchandise _____

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

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

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

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

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

Ocean Park Association

12. List any Event Sponsors:

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

Will participants be charged for parking? _____ YES ___X___ NO

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

YES (if yes, please list dates): First Saturday in August over the last 30+ years

NO

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

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) : Following the event a few years ago we have become more proactive in getting the word out that this is a family friendly event and that it is illegal to consume alcohol on public streets and walkways. We will continue to work closely with the OOB Police Department to ensure this remains a safe and fun event.

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

Times: _____ How many? _____

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

Name: _____ Phone Number: _____

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

N/A

Will audible devices be used at this event? YES NO

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

A PA system will be used for the OP band concert at the bandstand on the library green.

Where will the event attendees/participants park? _____

Many of the participants and spectators are from Ocean Park and walk to the village square and throughout Ocean Park during the evening. Others use on-street parking or public transportation.

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

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

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

If yes, give details: _____

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

We clean up any items associated with the event and OPA-supplied trash receptacles are located throughout the village square. 6 cans are located as follows: Temple Ave. between West Grand Ave. and Seaside Ave. and on Seaside Ave. between Colby Ave. and Randall Ave. Extra trash cans will be deployed to collect the plates and plastic forks to be used with the strawberry shortcake sale.

In addition, OPA is inheriting a traditional event held by a private family where candles and prayer cards are distributed to people at the foot of Sandpiper Rd. The participants then proceed onto the beach, light their candles, and have their own individual private time together to remember loved ones who have passed or offer moments of reflection for individual or familial concerns. It is estimated that 1,600 candles will be distributed. We will also embed stakes in the sand on the beach with caution tape to protect the dunes.

When this event was previously held, private family members would go to the beach at sunrise the following morning to rake and remove all remnants of the candles and melted wax and return the beach to its original condition. OPA will follow suit and return the beach to its original condition early in the morning of August 6.

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

If yes, number needed and location:

As with other events that happen in the village square, DPW provides us with four barricades at the beginning of the summer season to close off Temple Ave. between West Grand and Seaside.

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:

As is custom, no parking signs are placed on the telephone poles in the village square earlier in the day to notify them the street will be closed at 5:00 pm until the end of the festivities around 10:30 pm.

Is any other public works assistance needed? No

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

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

If yes, explain: _____

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

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

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

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

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

Will the alcohol be: Sold; Given away; Both

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

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

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. However, projects must be reviewed by MDIFW before Town approval. If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines. Page 9 of 12 The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

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

___ **X** ___ 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 ___ **X** ___ NO. If yes, has the applicant received approval from RSU #23 or the date the applicant will receive approval?

SPECIAL EVENT PERMIT AGREEMENT

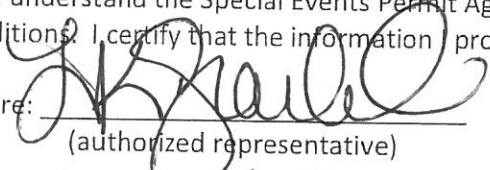
I, LORI K GRAMLICH on behalf of Ocean Park Association
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature: 
(authorized representative)

Date: June 20, 2024

Print name: LORI K GRAMLICH

Print Organization Name (if applicable): Ocean Park Association

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

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to draw a site plan sketch for a special event, detailing the locations of various elements listed in the text above.



AREA WHERE ILLUMINATION NIGHT ACTIVITIES WILL BE HELD

Candle DISTRIBUTION

AREA WHERE CIT CANDLES WILL BE PLACED IN THE SAND

OPA Administrative Office/ Jakeman Hall

GARBAGE CANS

Kinney Shores, View, Ferry Beach, Camp Ellis

THE BEACH

APPLICATION INFORMATION

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

1. Name of applicant OCEAN PARK ASSOCIATION

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

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

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

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

Ocean Park Association

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

Type of Event:

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

Kids Fun Run Road Race

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

Kids Fun Run Race

Will you be using tents? _____ YES ___X___ NO

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

Will you be using staging? _____ YES NO

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

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

Other: _____

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

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

Name Scott Belanger Work Phone (____) _____
Address PO Box 7088 27 Mass Ave Olean Park ME
City _____ State _____ Zip 04063
Cell phone 207-233-8982 Fax (____) _____
E-mail SBELANGE@maine.vv.com

4. SET-UP Date for Event 7/27/2024 Day of Week SAT from 9am to 10am
Date of Event 7/27/2024 Day of Week SAT from 10am to 11am
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 See Attached Route
(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.

See Attached Map

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

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

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

Description of merchandise _____

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

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

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

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

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

Ocean Park Association

12. List any Event Sponsors:

Ocean Park Association

Will admission be charged for the event? YES X NO

Will participants be charged for parking? YES X NO

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

____ YES (if yes, please list dates): _____

X NO

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

Please describe your security plan (including your plans for controlling ingress/egress of all persons, vehicles, equipment, and Emergency Medical Services) : This simple race will take place on the back streets of Ocean Park (Colby Ave, Clover Ave, Winona Ave, and Free St.) on a Saturday Morning. Volunteers will be stationed at all intersections and the impact on traffic will be minimal. Therefore, a police presence will not be necessary. And, in reality, once the kids complete a turn at an intersection, the area will once again be open to vehicular traffic. No additional security will be needed and there will be unfettered access to the streets for emergency vehicles should they be called to the area

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

Times: _____ How many? _____

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

Name: _____ Phone Number: _____

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

N/A

Will audible devices be used at this event? YES NO

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

A portable megaphone will be used during the event

Where will the event attendees/participants park? _____

The great majority of the participants and spectators are from Ocean Park and walk to the race. Others use on-street parking.

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

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

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

If yes, give details: _____

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.

Waste disposal will not be an issue for this event. Any trash generated will be disposed using existing OPA garbage cans located at the Temple.

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

If yes, number needed and location _____

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

YES NO If yes, please describe:

Is any other public works assistance needed? _____ **No** _____

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

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

Simple posters announcing the event in our kiosks and OPA-owned sign boards will be used to announce this event

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

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

18. Alcohol is not allowed on public property, except as outlined in the liquor license for the Ballpark. If this is a Ballpark event, will there be alcohol available for consumption? Note, if alcohol is being served,

the Town requires additional Liquor Liability Insurance (minimum \$2,000,000, listing Town of Old Orchard Beach as additionally insured): YES NO

Will the alcohol be: Sold; Given away; Both

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

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

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

Piping Plover Essential Habitat: The Maine Department of Inland Fisheries and Wildlife (MDIFW) has designated two areas on Old Orchard Beach as "Essential Habitat" for nesting piping plovers. By statute, a state agency or municipal government shall not permit, license, fund, or carry out projects that will significantly alter an Essential Habitat or violate protection guidelines adopted by MDIFW. This rule is not a prohibition of all projects within areas designated as Essential Habitat. However, projects must be reviewed by MDIFW before Town approval. If the event is located partly or wholly within a mapped Essential Habitat the applicant will need to coordinate with municipal staff to submit a "Request for Project Evaluation" to MDIFW. MDIFW will evaluate the final project proposal per review standards established for Essential Habitats and determine if the project would significantly alter the habitat or violate protection guidelines. Page 9 of 12 The applicant is encouraged to obtain MDIFW guidance during project planning and design. Early involvement of MDIFW will help to minimize or avoid potential conflicts, facilitate cooperation between all parties, and enable quick turnarounds on project evaluations.

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

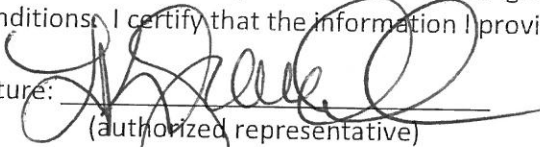
I, Lore K Gramlich on behalf of Ocean Park Association
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature:  Date: June 20, 2024
(authorized representative)

Print name: Lori K Gramlich

Print Organization Name (if applicable): Ocean Park Association

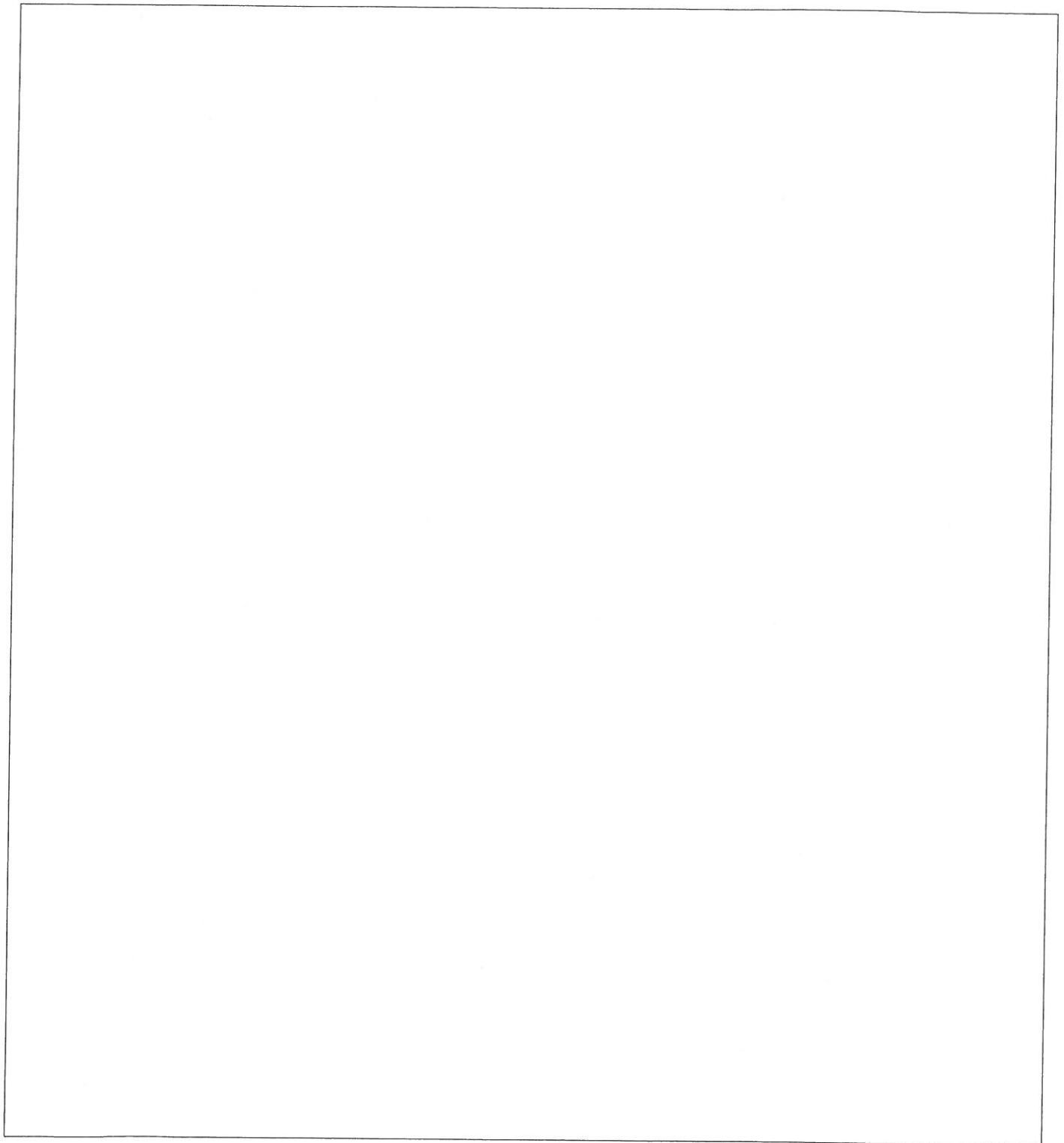
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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

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

Vendor Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



5K RACE ROAD CLOSURES

Friday, July 26, 2024:

- Temple Ave. will be closed 6:50 pm through 7:15 pm, then limited traffic is able to pass
- West Grand from the Laundromat to the Pump Station is closed 6:50 pm - 7:45 pm
- The Village Square is closed 6:55 pm - 7:45 pm

1K KIDS' FUN RUN

Saturday, July 27:

- Very limited access and temporary closures 9:45 am - 10:30 am on Colby (between Free and Fern)
- Closed on Fern between Colby and Winona 10:00 am - 10:20 am
- Closed on Winona between Free and Fern 10:00 am - 10:20 am
- Closed on Free between Temple and Winona 10:00 am - 10:20 am

AGENDA ITEM #8215

Discussion with Action: Approve Change Order #2 for the Wastewater Treatment Facility and Pump Station Upgrade previously awarded to Apex Construction Inc. Change Order #2 adds previously removed work items from Change Order #1 in the amount of \$9,804,100.00 to bring the total contracted price to \$28,299,125.00. This additional amount was approved by the voters at the June 11th, 2024 Special Municipal Referendum Election.

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill

Old Orchard Beach MAINE

6/17/2024

Chris Daigle
Apex Construction, Inc.
361 Rte. 108, Unit 1
Somersworth, NH 03878

Re: Town of Old Orchard Beach, ME – WWTF & Pump Station Upgrades Phase 2 Approval

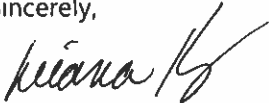
Dear Chris,

A special referendum vote was held on Tuesday June 11, 2024, to authorize the Town of Old Orchard Beach to issue general obligation bonds in the principal amount not to exceed \$9,800,000.00 to fund the remaining project scope items for the Wastewater Treatment Facility and Pump Station Upgrades project. The referendum vote was successful and allows the Town to grant approval to Apex Construction to proceed with remaining scope items, inclusive of the scope items removed from the project via Change Order #1, as well as the 5 Bid Alternative items, for a revised total project cost of \$28,299,125.00 per Apex Constructions Bid date October 31, 2023.

Woodard & Curran (Engineer) is currently preparing the proposed Change Order #2 to include the remaining scope items and revise the total project cost, as detailed above. The proposed Change Order #2 will be presented to Town Council at the next Town Council Meeting on July 16, 2024, to approve the formal issue and execution of the proposed Change Order #2.

Please utilize this letter as formal notification of the Town's intent to issue Apex Construction the proposed Change Order #2 to allow Apex to execute the required change orders and revised purchase orders with their sub-contractors and suppliers to maintain project schedule and revised total project cost of \$28,299,125.00, as previously agreed to.

Sincerely,



Diana Asanza, Town Manager

cc: Heath Todd - Apex Construction, Inc.
Chris White – Director of Public Works - Town of Old Orchard Beach, ME
Brent Bridges, P.E. & Tom Herer, P.E. – Woodard & Curran

W&C PN: 0232616.01

Office of the Town Manager | One Portland Avenue | Old Orchard Beach, Maine 04064

Phone: (207)937-5626 | Fax: (207) 934-0755 | dasanza@oobmaine.com

Form C-00 63 63

CHANGE ORDER NO.: 002

Owner: Town of Old Orchard Beach, ME
Engineer: Woodard & Curran, Inc.
Contractor: Apex Construction, Inc.
Project: Town of Old Orchard Beach WWTF & Collection
System Upgrades
Contract Name: WWTF & Pump Stations Upgrades
Date Issued: July 16, 2024

Owner's Project No.: N/A
Engineer's Project No.: 0232616.01
Contractor's Project No.: N/A

Effective Date of Change Order: July 16, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Add the scope of Work items removed per Change Order #1 including Work for the Halfway Pump Station (Area 2), Primary Clarifiers (Area 3), Secondary Clarifiers (Area 6), Effluent Pump Station (Area 9), Ross Road Pump Station (Area 30), Portland Ave Pump Station (Area 40), Milliken St Pump Station (Area 50), Comfort Pump Station (Area 60), and East Grand Pump Station Bypass Connection (Area 70) in accordance with the below:
 - a. The following new Drawings and Specification Sections have been added inclusive of Bid Alternative Items A1-A5:
 - i. New Drawings Added:
 1. Civil Drawings: CD-30-1, CD-40-1, CD-50-1, CD-60-1, C-30-1, C-40-1, C-50-1, C-60-1, and C-70-1.
 2. Architectural Drawings: A-002, A-003, A-006, A-008, A-2-1, A-2-2, A-2-3, A-2-4, A-2-5, A-2-6, A-3-1, and A-4-1.
 3. Structural Drawings: SD-2-1, SD-2-2, SD-2-3, SD-2-4, SD-3-1, S-2-1, S-2-2, S-2-3, S-2-4, S-2-5, S-3-1, S-3-2, S-3-3, S-6-1, S-6-2, S-9-1, S-15-1, S-50-1, S-50-2, S-60-1, and S-70-1.
 4. Process Drawings: P-020, P-030, P-040, P-050, P-060, P-100, P-110, P-130, and P-180.
 5. Mechanical Drawings: MD-2-1, MD-3-1, MD-3-2, MD-3-3, MD-3-4, MD-4-1, MD-6-1, MD-9-1, MD-30-1, MD-40-1, MD-60-1, M-2-1, M-2-2, M-3-1, M-3-2, M-3-3, M-3-4, M-3-5, M-6-1, M-6-2, M-9-1, M-30-1, M-40-1, M-50-1, M-50-2, and M-60-1.
 6. HVAC Drawings: H-002, HD-2-1, HD-2-2, HD-3-1, HD-9-1, H-2-1, H-2-2, H-3-1, H-3-2, H-9-1, H-15-1, and H-20-1.
 7. Plumbing Drawings: LD-2-1, L-2-1, and L-2-2.
 8. Electrical Drawings: ED-2-1, ED-2-2, ED-3-1, ED-3-2, ED-6-1, ED-9-1, ED-050, ED-051, ED-053, E-2-1, E-2-2, E-2-3, E-3-1, E-3-2, E-4-1, E-6-1, E-9-1, E-15-1, E-20-1, E-30-1, E-30-2, E-40-1, E-40-2, E-50-1, E-50-2, E-60-1, E-60-2, E-60-3, E-70-1, E-105, E-301, and E-302.
 9. Instrumentation Drawings: I-002, I-501, I-502, I-601, and I-602.
 - ii. New Specification Sections Added:
 1. Division 02: Section 02 82 33.
 2. Division 12: Section 12 30 00.
 3. Division 21: Section 21 13 13.
 4. Division 23: Sections 23 21 13 and 23 21 23.
 5. Division 28: Section 28 31 11.
 6. Division 31: Section 31 66 15.
 7. Division 32: Sections 32 31 11, 32 31 13, and 32 31 29.
 8. Division 41: Section 41 22 03.
 9. Division 43: Sections 43 21 40, 43 21 41, and 43 23 15.
 10. Division 44: Section 44 42 25.
 11. Division 46: Sections 46 43 11, 46 43 21, and 46 43 23.

- b. The following Drawings and Specifications have been modified to include scope removed per Change Order #1, see attached:
 - i. Modified Drawings:
 - 1. General Drawings: G-001 and G-002.
 - 2. Civil Drawings: CD-1-2, CD-1-3, C-1-3, C-1-4, C-1-5, C-1-6, C-99-2, C-99-3, C-99-4, and C-99-5.
 - 3. Architectural Drawings: A-004.
 - 4. Structural Drawings: S-002 and S-100.
 - 5. Process Drawings: P-002.
 - 6. Mechanical Drawings: M-99-2, M-99-4, M-99-5, and M-99-7.
 - 7. HVAC Drawings: H-004, H-005, H-006, H-101, H-102, and H-103.
 - 8. Plumbing Drawings: L-15-1, L-101 and L-102.
 - 9. Electrical Drawings: ED-1-1, ED-1-2, E-050, E-051, E-054, E-1-1, E-1-2, E-14-1, E-101, E-102, E-103, E-104, E-202, E-203, E-306, E-308, and E-404.
 - 10. Instrumentation Drawings: I-001, I-100, and I-300.
 - ii. Modified Specification Sections:
 - 1. Division 00: Sections 00 01 10 and 00 01 15.
 - 2. Division 01: Sections 01 11 00, 01 15 20, 01 20 25, 01 51 40, and 01 91 15.
 - 3. Division 10: Sections 10 14 00
 - 4. Division 26: Sections 26 32 13.13.
 - 5. Division 40: Sections 40 05 59, 40 61 01A, 40 61 01B, 40 67 00, 40 70 00, 40 81 00, 40 81 35, and 40 92 14.
 - 6. Division 41: 41 22 13.
 - 7. Division 43: Section 43 21 16.
- 2. Minor revisions to Drawings to incorporate submitted and approved equipment for the project. Revised drawings include the following:
 - a. Civil Drawings:
 - i. C-01-04 & C-01-06 (civil/site plans incorporating revised WWTF generator pad dimensions per approved WWTF generator submittal).
 - b. Structural Drawing:
 - i. S-13-3 (structural generator pad plan and section revisions incorporating WWTF generator pad dimensions per approved WWTF generator submittal).
 - c. Electrical Drawings:
 - i. E-1-2, E-1-4, E-13-1, E-104 (electrical site plan, electrical ground plan, generator systems & lighting plan, and panel drawing revisions incorporating WWTF generator pad dimensions and electrical revisions per approved WWTF generator submittal).
 - ii. E-203 (electrical control wiring revisions incorporating DO, Temp, pH analytical instrumentation probe wiring per approved instrumentation submittal)
- 3. Update the Heavy Davis Bacon Wage Rate Schedules to May 2024
 - a. Replaces Specification Section 00 73 76 – Wage Rate Requirements – Attachment E2 - Davis Bacon Heavy Wage Rate Schedule.

Attachments:

- 1. New Drawings per Item 1.a.i above.
- 2. New Specifications per Item 1.a.ii above.
- 3. Modified Drawings per Item 1.b.i above.
- 4. Modified Specification Sections per Item 1.b.ii above.
- 5. Updated Davis-Bacon Heavy Wage Rate Schedule – York County ME – May 2024

Change in Contract Times
[State Contract Times as either a specific date or a number of days]

Change in Contract Price:

Original Contract Price: \$ <u>28,299,125.00</u>	Original Contract Times: Substantial Completion: <u>670 days</u> Ready for final payment: <u>730 days</u>
[(Increase)] [Decrease] from Original Contract Price to previously approved Change Order No. 1: \$ <u>9,804,100.00</u>	[(Increase)] [(Decrease)] from Original Contract Price to previously approved Change Order No. 1: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>18,495,025.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>670 days</u> Ready for final payment: <u>730 days</u>
[Increase] [(Decrease)] this Change Order: \$ <u>9,804,100.00</u>	[(Increase)] [(Decrease)] this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>28,299,125.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>670 days</u> Ready for final payment: <u>730 days</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: _____
 Title: _____
 Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

