



Town Council - Meeting Agenda

August 20th, 2024 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

ACCEPTANCE OF MINUTES:

Accept the minutes from the 8/6/2024 Regular Town Council Meeting.

Chair: Shawn O'Neill

PUBLIC HEARING – ORDINANCE AMENDMENTS:

Public Hearing: Shall the Town amend the Code of Ordinances, Chapter 54, Section 114, Milliken Street Parking Lot; Section 115, Memorial Park Parking Lot; Section 142, Parking at expired meters and overtime parking; Section 160, Motorcycles; Section 187, Restrictions and prohibitions, Town Hall, amending the effective date for parking permits and parking meters/kiosks from May 1st through Labor Day to the Friday before Memorial Day through Labor Day, and amending the \$300 overnight parking permit for the Milliken Street Parking Lot from May 1st through September 30th, to the Friday before Memorial Day through October 31st.

Chair: Shawn O'Neill

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

TBT Properties, LLC, Theo Tijssen, (311-15-8), 10 Prospect Street, one (1) year-round short-term rental.

Jenny Saufley, (314-14-5), 108 Ocean Avenue, one (1) year-round short-term rental.

KK + Kierstead Properties, LLC, Stephen Kierstead, (319-5-4-5), 17 Tunis Avenue, one (1) year-round short-term rental.

Fausto Gomez, (301-3-1), 189 East Grand Avenue Unit #305, one (1) year-round short-term rental.

Scott Development, LLC, Ethan Scott, (206-15-3), 38 Fern Park Avenue, one (1) year-round rental.

JL Cascade LLC, Jake Landry, (205-15-1), 2 Cascade Road, victular with prep and no alcohol.

Good Shepherd Parish, (206-30-1), 6 Saco Avenue, parking lot. (admin and license fee waived)

Old Orchard Beach Chamber of Commerce, (206-32-2), 11 First Street, parking lot. (admin and license fee waived)

Milestones Foundation Inc., (205-1-27), 28 Portland Avenue, retail. (admin and license fee waived)

Chair: Shawn O’Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

Sandy Bottom Investment Group, Michael Harris and Matthew Wolf, Myst Restaurant, (306-1-2), 1 East Grand Avenue, acoustical music on deck and patio, inside and outside, Sunday through Saturday, 11am to 11pm.

Chair: Shawn O’Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #8233

Discussion with Action: Approve the quote from Glidden Roofing in the amount of \$121,806.00 for the installation of a fully adhered EPDM roof system for the Fire Department from account # 52002-50813 CIP Facility Improvements Fire Department with a balance of \$396,672.24.

Chair: Shawn O'Neill

Glidden Roofing

121,806.⁰⁰



jgilboy

Old Orchard Beach Fire Dep_.pdf

12-08-2023 / 11:17AM

Recommend Glidden Roofing for \$121,806

GLIDDEN

ROOFING CORPORATION

Old Orchard Beach Fire Dep.
 Chief Gilboy III
 11/21/2023

BID: we hereby propose to furnish material and labor to complete the work outlined Herein for the sum of: **\$121,806.00**

Payments to be made as follows

Net 15 days

PROJECT: Fire house Roof **ARCHITECT:** N/A **SUBJECT:** New Roof

Glidden roofing will perform the following scope:

- (1) Mechanically Fasten new .5" HD Cover Board over the existing roof system**
- (2) Install a .060 Fully Adhered EPDM Roof System over the HD Cover Board**
- (3) Flash all existing roof penetration**
- (4) Install new roof drains into the existing plumbing**
- (5) Install new 24 gauge Edge Metal Flashing-Owner to choose Color**
- (6) Install all necessary wood blocking**
- (7) This system comes with a 20 Year Material and Labor Warranty from the Material Manufacture**
- (8) Alternate #1-Add R-20 To the Roof System for additional \$12,500.00**

Yours very truly
 GLIDDEN ROOFING CORP.
 William Cashman



<p style="text-align: center;">CONTRACTOR'S GUARANTEE</p> <p>We guarantee all material used in this contract to be as specified above And the entire job to be done in a neat, workmanlike manner. Any variations from plan or alterations requiring extra labor or material will Be per formed only upon written order and billed in addition to the sum Covered by this contract. Agreements made with workmen are not recognized</p>	<p style="text-align: center;">ACCEPTANCE OF BID</p> <p>The above specifications, terms and contract are satisfactory, And (I)(we) hereby authorize the performance of this work</p> <hr style="border-top: 1px dashed black;"/> <p>DATE _____</p> <hr/> <p>SIGNED _____</p>
<p>THIS CONTRACT IS VOID 30 DAYS FROM THIS DATE</p>	

WE COMPLY WITH ALL WORKSMAN'S COMPENSATION & PROPERTY DAMAGE LIABILITY INSURANCE LAWS

GLIDDEN ROOFING CORPORATION • 27 WASHINGTON AVENUE • SCARBOROUGH • MAINE 04074
 T 207.883.2608 F 207.885.5199 W WWW.GLIDDENROOFING.COM

G+E Roofing



\$198,985



jgilboy

OOB FD - PR111656.pdf
12-08-2023 / 06:19AM



Proposal

G&E ROOFING CO, INC

669 RIVERSIDE DR

AUGUSTA, ME 04330

(207)622-9503

FAX (207) 622-7697

Incorporated 1975

Norman S. Elvin, President

FOR: Town of Old Orchard Beach
1 Portland Ave
Old Orchard Bch ME 04064

PROPOSAL # PR111656

DATE: December 8, 2023

PROJECT: Old Orchard Beach Fire Dept
136 Saco Ave
Old Orchard Bch ME

ATTN: John Gilboy

After reviewing the roof at the above-referenced facility, we are pleased to present to you our observations and recommendations in the following proposal:

Area(s) Addressed by this Proposal

Roofs 1 and 2 as highlighted on attached G&E roof drawing #5476

Current Roof Observations

Section reference:	Roofs 1 & 2
Deck/understructure:	Metal
Vapor barrier:	None
Insulation:	1.5" polyisocyanurate
Roof system:	3 plies of felt set in asphalt, embedded gravel surface
Insulation:	1" polyisocyanurate
Roof system:	Fully adhered, .060" EPDM (Firestone) membrane
Condition/age:	Fair / 27 years (estimated)
Reported leakage:	In one area at edge of roof
Known issues:	Aging roof system; I-bolt improperly sealed with cut in membrane at wall above I-bolt near leak area (Roof 1); section of EPDM membrane near wall is un-adhered with the EPDM wall flashings starting to bridge (Roof 2)

Objective(s) of this Proposal

- Solution to known issues within the identified roof area

Recommended Solution and Specification(s)

Install a single-ply membrane roof system using the following specification:

- All work will be completed in accordance with applicable OSHA safety standards.
- Mobilize for project in area shown on enclosed roof drawing (see exclusions).

G&E ROOFING CO, INC

669 RIVERSIDE DR

AUGUSTA, ME 04330

(207)622-9503

FAX (207) 622-7697

- Remove the existing roofing materials down to the deck.
- Install new wooden nailers along perimeter as required.
- Install two layers of 2.6" polyisocyanurate insulation (R-30), mechanically fastened into the deck with roof system manufacturer approved screws and plates.
- Install tapered polyisocyanurate crickets between the drains, on Roof 1 only, mechanically fastened into the deck with roof system manufacturer approved screws and plates.
- Fully adhere a .060" EPDM membrane, manufactured by Carlisle SynTec or by Elevate (formerly Firestone Building Products), to the new insulation.
- Install new 24 gauge steel edge detail along perimeter (color by owner).
- Install new flashings at walls and roof penetrations per manufacturer's specifications.
- Install new Retrofit roof drains to replace existing drains.
- Install manufacturer-approved walkway pads at access panels of serviceable rooftop equipment.
- This work includes a 15-year limited membrane system warranty from the manufacturer.

Quote: \$173,828.00 (Roof 1)
\$25,157.00 (Roof 2)

ASBESTOS NOTE: With a signed contract, the roof felts and/or flashings will be tested for asbestos at no charge to the owner. Licensed G&E Roofing personnel will perform appropriate handling, air monitoring and disposal of any identified asbestos-containing materials at an additional cost of \$22,110.00, for Roof 1, and \$3,362.00 for Roof 2..

We wish to thank you for the opportunity to assist you with our recommendations in this proposal. If you have any questions or need additional information, please contact our office at (207) 622-9503. To authorize the specified work, please complete and sign the attached Contract Terms and Conditions. **If this proposal is not accepted within 60 days, G&E Roofing reserves the right to renegotiate the price.**

If, between the authorization and performance dates of this contract, material prices significantly increase through no fault of G&E Roofing, prices of affected materials will be equitably adjusted by change order and passed along to building owner by any amount reasonably necessary to cover any such increases.

Sincerely,



Stephen P LaPointe
Vice President of Sales & Business Development



Contract Terms and Conditions

PROPOSAL #PR111656

- Unless otherwise noted in this proposal, the recommended specification does not include deck replacement. If deteriorated deck is discovered, it will be replaced on a time and material basis with the owner's approval.
- If electrical conduits or other utilities are attached to the bottom of the existing deck, it will be the owner's responsibility to bring this condition to the contractor's attention and to perform any interior work required so that conduit locations can be communicated to contractor. Any damage to conduits or wiring caused by insulation fasteners penetrating the deck will be the owner's responsibility. Any additional work required to avoid damage to conduits will be performed at an additional cost.
- Unless otherwise noted in this proposal, the recommended specification is not designed to meet any specific insurance company (i.e., Factory Mutual) requirements and may not meet state/local building codes.
- If the roof is subject to the FM 1-52 Field Uplift (Bubble) Test, any work required associated with the test will be at an added cost to the building owner. Any additional work that FM requires as the result of this test are beyond the scope of the contract and will be negotiated at an additional cost as needed. FM may at any time require an independent roof observer, which is not included in this contract.
- Additional roof drains may be required if positive drainage does not occur and ponding water remains on the roof 48 hours after precipitation. Taking this action will ensure that the manufacturer's warranty remains in effect. The owner will be responsible for any additional costs if this action is necessary. Any interior plumbing will be the building owner's responsibility.
- The above quote is not based upon use of any state or federal wage scales (i.e., Davis Bacon).
- All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the proposed specification involving extra costs will become an extra charge over and above the quote. The owner will provide G&E Roofing with electricity during construction. G&E Roofing is fully covered by liability insurance and our workers are fully covered by workers' compensation insurance.
- This proposal includes the disposal of roof debris at an approved landfill. If, at the time of disposal, this facility has closed or increased its rates, any additional disposal costs will be the responsibility of the owner. G&E Roofing will notify the owner before any work is started if the landfill has closed, changed its policy on receiving roof debris, or increased its rates. This will give both parties the opportunity to renegotiate the cost change or void the contract.
- This contract is subject to credit approval. Payment will be 100% due and payable 10 days from invoice and with owner's acceptance of work performed. Monthly requisitions for a percentage of materials and labor may be issued and will be due and payable 10 days from the date of requisition. To help control risk from escalating material costs, the owner agrees to honor requisitions for payment of materials when G&E takes delivery. A certificate of insurance and right of entry will be provided to building owner upon request. An

Interest charge of 1.5% per month may be added to balances over 30 days. In the event of default, the owner agrees to reimburse G&E Roofing 10% of the contract amount or for all reasonable expenses, including attorney fees, incurred by G&E Roofing in enforcing its rights against the owner, whichever is greater.

DECK NOTE: An industry standard pull test, or insulation adhesive test, may be required prior to the start of this project. The test will reveal whether the roof deck meets manufacturer's warranty criteria for securing the proposed roof system. In the unlikely event of an unsuccessful test, the specification and quote must be revised for authorization prior to proceeding with this project.

STRUCTURAL NOTE: The proposed specification may add minimal weight to the roof structure. If there is any concern about this added weight or about a change additional insulation could create regarding snow loading, we recommend consulting a structural engineer before authorizing this project. G&E Roofing will not be responsible in the event of structural failure.

SNOW RESTRAINT NOTE: A snow restraint system is designed to reduce the amount of snow sliding off the roof. If there is any concern about the added weight of snow and ice on the roof structure, we recommend consulting a structural engineer before authorizing a snow restraint project.

CONDENSATION NOTE: For roofs over freezer/cooler areas, we recommend consulting an engineer to ensure potential condensation issues have been adequately addressed prior to installation of a new roof system.

ADHESION NOTE: Coating applications require an adhesion test to determine compatibility of the existing roof with the coating. A test application on the existing roof must cure a minimum of 10-14 days before the test can be completed. Our coating specification and quote are based on a successful adhesion test. In the event of an unsuccessful test, a proposal revision may be necessary prior to proceeding with this project. Should there be significant changes to the cost of the project, the owner may cancel this contract.

CONTRACT EXCLUSIONS (unless otherwise noted in proposal)

- Additional costs associated with project mobilization (including crane rental) if we cannot set up in the area identified on the attached roof drawing.
- Additional costs associated with any unplanned work stoppages as directed by owner's representative.
- Snow and ice removal should this project be scheduled in cold weather.
- Building owner will be responsible for utility disconnection/reconnection (gas, electrical, etc.) and raising/lowering of any rooftop equipment over 200 lbs. that may be necessary to complete this project. Ductwork modification will also be the responsibility of the building owner.
- Owner will be responsible for movement/realignment of any existing satellite dishes to accommodate this project.
- For drains less than 3" in diameter, a watertight connection at the drain is not possible without additional work being performed. We strongly recommend that a plumber inspect all roof drainage systems prior to reroofing to ensure their proper operation. G&E Roofing will not be liable if a restriction in the drain plumbing or a full drainage system creates water backup and leakage.
- When changing from a ballasted to an unballasted roof system, there will be an increased rate of water flow to the existing roof drains when it rains. As the water flow increases, so does the weight of the water in the drain pipes. If there is an obstruction of water flow in a drain pipe, weight will increase as water backs up and fills the pipe. If the drain pipes have been installed following local codes, there should be no issues with the additional weight of water in the pipes. If the pipes are not properly installed, the added weight of water

could cause them to disconnect from the roof drain or at other joints in the pipes. If the building owner has any concerns, it is the owner's responsibility to have the plumbing inspected for proper securement. Any failure from movement of the existing pipes is not the responsibility of G&E Roofing. The common issue is the lack of securement adjacent to the pipe elbow directly below the roof drain.

- A man lift or boom truck may be required on this project in order to perform the required work properly and safely. A man lift is a large, very heavy piece of equipment requiring special consideration with respect to access around the building. It is the owner's responsibility to notify us prior to the job starting of any underground water, sewer, or electrical lines or any other structures below the surface. We will take precautions to minimize damage to lawns or utilities buried beneath the work and access areas, and we will repair any lawn damage should it occur. G&E Roofing will not be responsible to repair any damage that may occur to surrounding pavement.
- For projects involving a warranted roof coating, the manufacturer's warranty excludes coverage for leakage caused by ponding water, which includes ice dams.
- Interior protection and cleaning will be the responsibility of the building owner.

BEFORE ACCEPTING THIS CONTRACT

Has a project mobilization area been discussed and agreed upon and has the potential for change due to internal customer demands been discussed? yes no

Have planned working hours for this project been discussed and agreed upon? yes no

Has the potential for construction noise and product odors been discussed and do you have a plan to address these potential issues within the facility? yes no

Have specific project scheduling needs been discussed and agreed upon? yes no

Has the work to be done by building owner been discussed and agreed upon? yes no

Do you understand the Contract Terms and Conditions, including payment? yes no

If the answer to any of these questions is no, we must discuss the project more before authorization. Working out these issues now is necessary to help avoid potential conflicts before and during construction.

CONTRACT AUTHORIZATION

If you accept the proposed specification(s), please complete, sign, and return one copy of this contract to our office. If you prefer, you may issue a purchase order reflecting the proposal number and contract amount. **NO WORK WILL BE SCHEDULED UNTIL THIS AUTHORIZATION IS RECEIVED.**

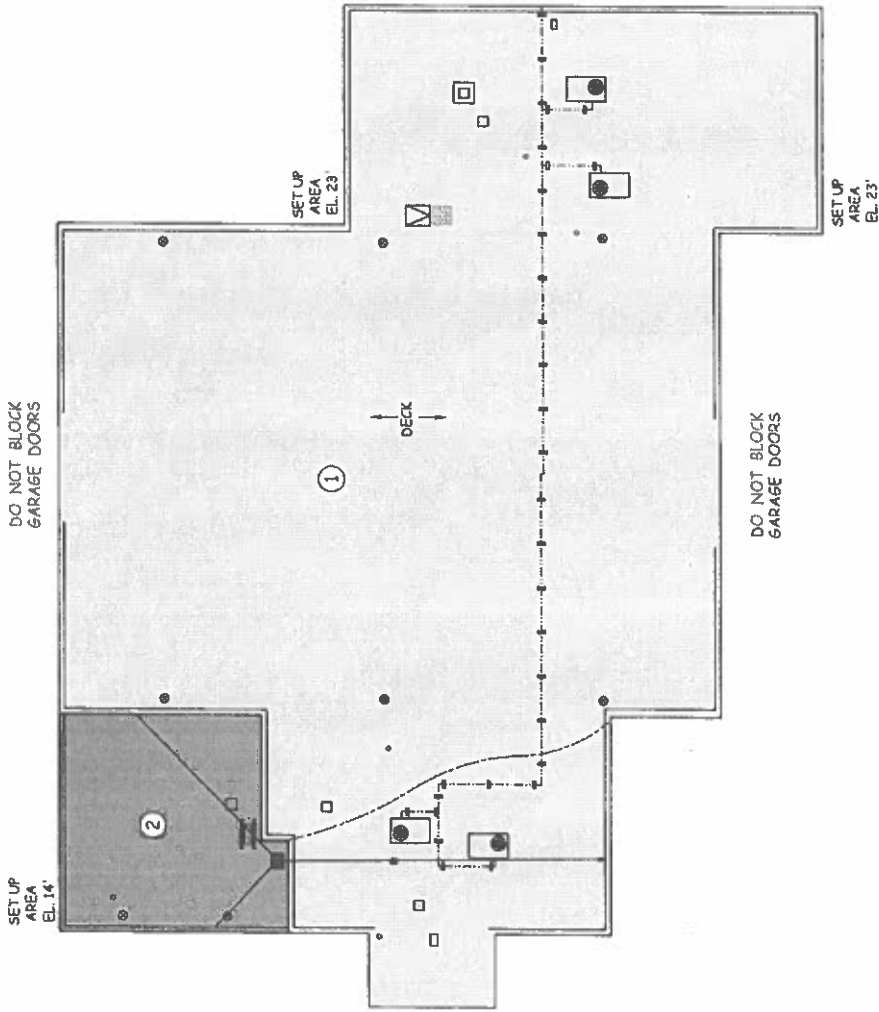
The proposed specification(s), quote(s), terms and conditions are satisfactory and are hereby accepted. G&E Roofing is authorized to perform the work as specified in the referenced proposal. The undersigned swears to have the authority to authorize work for the building owner.

AUTHORIZED BY _____ **DATE** _____

PRINTED NAME _____ **TITLE** _____

CONTRACT AMOUNT (including any applicable alternates) _____

LEGAL NAME OF BUILDING OWNER to whom any proposed warranty will be issued:



ROOF 1 - AREA OF WORK
 ROOF 2 - AREA OF WORK

ALL WORK TO BE PERFORMED UNDER PROPOSAL #PR - 111656

LEGEND:

- UNIT
- HATCH
- CHIMNEY
- ROOF JACK
- VENT STACK
- ROOF DRAIN
- CAPPED UNIT
- WALKWAY PAD
- ROOF SECTION
- SEALER POCKET
- EL. = ROOF ELEVATION

OLD ORCHARD BEACH FIRE DEPARTMENT 136 SACO AVE. OLD ORCHARD BEACH, MAINE		DRAWN BY: J.E.R. © REVISED: 11/18/23
SCALE: N.T.S. DATE: 11/15/23	APPROVED BY: G&E ROOFING CO., INC. 669 RIVERSIDE DRIVE AUGUSTA, MAINE	
THIS DRAWING IS THE SOLE PROPERTY OF G&E ROOFING CO., INC. AND SHALL NOT BE REPRODUCED OR USED IN ANY MANNER OTHER THAN IN NEGOTIATIONS WITH THE OWNERS OR OTHER REPRESENTATIVES AND G&E ROOFING CO., INC.		
		DRAWING NUMBER: 5476

IRC

INDUSTRIAL
ROOFING COMPANY

Proposal and Contract

IN PARTNERSHIP WITH:

Town of Old Orchard Beach Fire Department

December 8, 2023



**INDUSTRIAL
ROOFING COMPANY**

9 Ferry Rd
Lewiston, ME 04240
www.ircmaine.com
207-784-4551

December 8, 2023

**John Gilboy
Town of Old Orchard Beach Fire Department
136 Saco Avenue
Old Orchard Beach, Maine 04064**

Project: Roof Replacement

Hi John,

Thanks for taking the time to meet with me! We are excited to partner with the **Town of Old Orchard Beach Fire Department** to provide long-term solutions for the whole health of your roof. We work tirelessly to inspect, design, build, and service all of your building, roofing, siding and solar needs in order to enhance and simplify our client's lives.

Please see quote below for a roof replacement.

Let me know your thoughts and if you have any questions!

Thank you!

Erich Mitchell
Account Manager
(207) 520-0296
Erich.Mitchell@ircmaine.com
www.ircmaine.com

ROOF MAINTENANCE SERVICES

COMMERCIAL ROOFING & SIDING

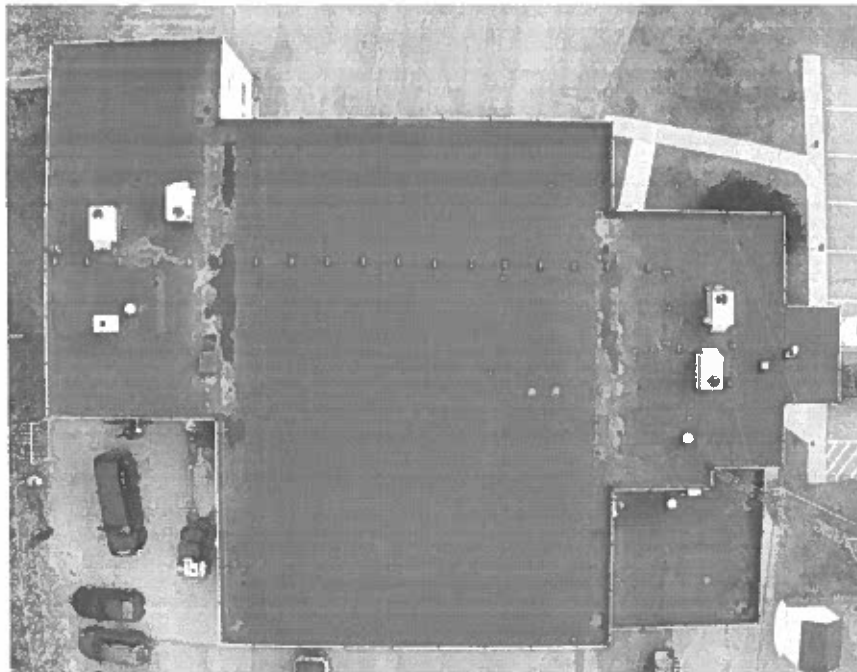


**INDUSTRIAL
ROOFING COMPANY**

IRC SOLUTION PROPOSED:

1. Set up safety to meet or exceed OSHA standards.
2. Remove existing edge metal and roofing.
3. Dispose of all debris properly.
4. Install layer of 1.5" ISO insulation over entire roof.
5. Install (8) new roof drain inserts.
6. Install .060 EPDM membrane as per manufacturer's specifications.
7. Install base flashing and surface terminations on all walls, penetrations, curbs, etc.
8. Install new shop formed edge metal.
9. Clean premises upon completion.
10. 20 Year Manufacturer's Warranty.

IRC SOLUTION PRICE: \$137,286



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Exclusions:

1. Power company will be needed to properly protect power lines during roofing work.
2. Snow removal.
3. Interior protection.
4. Mechanical and electrical disconnects and reconnects.

***Asphalt products, isocyanurate insulation, steel products and other roofing products are sometimes subject to unusual and severe price volatility and availability due to political and other conditions that are beyond the control of IRC. If there is an increase in these or other roofing products of more than 5% between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to obtain the materials, upon advance notice and submittal of written documentation to Client. IRC will supply you with written evidence that includes the original quotation sheet from IRC's vendor and the vendor's subsequent invoice for the material.*

****This document and any and all other documents, of any kind, including those in electronic form, prepared by IRC® or its agents or consultants for purposes of this proposal are Instruments of Service for use solely with respect to this proposal. IRC® shall be considered the author and owner of this document and all other Instruments of Service and retains all common law, statutory and other rights, including copyrights, with respect to this document and all other Instruments of Service. Proposal is valid for 30 days.**

****WORK TO BE PERFORMED BY "INDUSTRIAL ROOFING COMPANY" — PLEASE MAKE OUT ALL CONTRACTS, PURCHASE ORDERS, AND PAYMENTS TO INDUSTRIAL ROOFING COMPANY.**

PAYMENT TERMS: 30% due upon start of project, monthly progress billing thereafter with Net 30 Day terms. (A finance charge of 1.5% per month will be charged on unpaid balances)

ACCEPTED BY/TITLE: _____

COMPANY: _____

DATE: _____



**INDUSTRIAL
ROOFING COMPANY**

About Us

Industrial Roofing Company provides the Northeast with comprehensive commercial roof management, siding, and solar consultation services to building owners and public institutions. From design to implementation, we partner with and advise our clients, committing to exceptional, long-lasting solutions and results.

Our mission is to empower our valued employees to deliver exceptional roofing and siding solutions. With an employee-first commitment, we grow and improve together.

Roof Maintenance Services

IRC currently provides protection and maintenance to over five million square feet of roofs across the Northeast. These cost-effective services define our business philosophy: provide proactive management of your roof assets that reduce the life-cycle cost and achieve maximum lifespan. While the average lifespan of most commercial roofs is around 16 years, our RPP and SAM programs are specifically designed to extend the life of your roof, often achieving lifespans over 35 years! Depending on the current condition of your roof(s) and your specific goals, we'll determine which program would best meet your needs.

Commercial Roofing & Siding

We work as trusted advisors and long-term consultants to deliver award-winning industrial roofing and siding solutions for every type of project. Our highly skilled team partners closely with you to determine and recommend a roof system with the best life-cycle in mind. The goal of every project is to save you time and money by solving the right problems with quality workmanship. No challenge is too big and the result is long-lasting work with a long-term partner at your side.

Solar Consulting

With over 75 years of commercial roofing experience and several years in the solar business, our team can provide thorough consultation and guidance on your next Photovoltaic system project. Our portfolio of previously completed projects includes dozens of solar systems throughout New England, ranging from 10 kW arrays to over 2 MW in size, giving us insight into best practices and management of those systems. There is a wide range of approaches to solar investments, and we would be happy to advise you as you begin this journey. We will also help make sure you protect your roof along the way!

ROOF MAINTENANCE SERVICES

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**INDUSTRIAL
ROOFING COMPANY**

Terms & Conditions

General: This proposal is contingent upon the understanding that when accepted, it shall become a contract between the owner hereinafter referred to as "Owner," and Industrial Roofing & Siding Co., hereinafter referred as "IRC," and that the terms and conditions stated herein shall supersede and replace any conflict, understanding, agreements or documentation written or oral, unless so stated in the body of this contract.

- 1. Insurance:** IRC agrees to carry sufficient Workman's Compensation and Public Liability insurance to protect the owner against any claims arising due to IRC's operations. IRC will provide an insurance certificate upon request. IRC shall carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. IRC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by IRC, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to IRC shall not be withheld by reason of any damage or claim against IRC covered by liability or property damage insurance maintained by IRC or claims covered under builder's risk insurance.
- 2. Additional Insured:** If Customer requires and IRC agrees to name Customer or others as additional insureds on IRC's liability insurance policy, Customer and IRC agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of IRC and is not intended to make IRC's insurer liable for claims that are due to the fault of the additional insured.
- 3. Trash Removal:** IRC shall clean up and haul away from the project site all trash and debris resulting from the work under this contract.
- 4. Project Structural Integrity:** The owner is responsible for determining the effect, if any, of the new roofing work on the roof deck, roof deck support system and structural integrity of the building. IRC, at the owners written direction, will remove and replace any defective substrate which is disclosed as the work progresses on a time-and-material basis as an extra to this contract.
- 5. Limitations:** Repair of preexisting interior or exterior damage is not part of this contract unless specifically included in our scope.
- 6. Facilities:** Owner agrees to provide IRC without charge proper working space, sufficient storage room for all materials and reasonable use of such facilities as elevators, toilets, parking, electricity and water. The owner further agrees to permit IRC use of driveways and paved areas leading to or adjacent to the project for equipment and material storage without liability to IRC occasioned by such use.
- 7. Force Majeure:** IRC shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control.
- 8. Additional Charges:** Additions to or deviations from the scope of work outlined on the reverse side, repair of damage to our work by others and any labor required to be done other than during regular working hours shall be considered an addition to the contract price and charged on a time-and-material basis. IRC will not accept any charges or back charges unless submitted with a previously signed authorization from IRC.
- 9. Terms of Payment:** Requisitions shall be paid covering value of material and labor furnished. If payments are not made when due, interest, costs, incidental to collection and attorneys' fees (if an attorney is retained for collection)

ROOF MAINTENANCE SERVICES

COMMERCIAL ROOFING & SIDING



INDUSTRIAL ROOFING COMPANY

shall be added to the unpaid balance. Interest shall accrue at the rate of 1 1/2% per month (18% per annum) on the unpaid balance. Non-payment in accordance with the above shall be caused for terminating performance.

10. **Right to Stop Work:** The failure of Customer to make proper payment to IRC when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle IRC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which IRC shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid IRC shall be increased by the amount of IRC's reasonable costs of shut-down, delay and start-up.
11. **Interior Protection:** Customer acknowledges that such activities on an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. IRC shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of the project and the need to provide protection underneath areas being worked on. Customer agrees to hold IRC harmless from claims of occupants and tenants who were not so notified and did not provide protection.
12. **Back Charges:** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to IRC shall be valid unless previously authorized in writing by IRC and unless written notice is given to IRC within five (5) days of the event, act or omission which is the basis of the back charge.
13. **Wind Loads or Uplift Pressures:** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. IRC is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, IRC's proposal is based solely on manufacturer's printed test results. IRC itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
14. **Safety:** IRC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topline of the roof deck upon which IRC will be installing the new system. Owner will indemnify IRC from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to IRC personnel or resulting from the presence of concealed electrical conduit and live electrical power. IRC is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves when IRC is working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold IRC and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. IRC is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold IRC harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.
15. **Flammable Products / Fumes – Working near Roof Top Units:** HVAC units and air intakes should be temporarily shut down and closed off when roofing work is being performed in the vicinity of where the unit or intake is located to reduce the risk of fire and avoid fumes from roofing operations from circulating within the building, particularly when flashing at units is performed. Customer acknowledges that some roofing materials are flammable and fumes and odors from roofing products will be released as part of the roofing operations to be performed by IRC. Customer is responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows and doors and other openings to prevent fumes and odors from entering the building. Some people are more sensitive to these emissions than others. Customer shall hold IRC harmless from claims resulting from failure by Customer to shut-down roof-top units and claims relating to fumes and odors that are emitted during the normal roofing process.



INDUSTRIAL ROOFING COMPANY

16. **Availability of Site:** IRC shall be provided with direct access to the work site for the passage of trucks, sufficient storage space for materials and equipment and reasonable use of such facilities as elevators, electricity, water, toilets and parking, and direct access to the roof. IRC shall not be required to begin work until underlying areas are ready and acceptable to receive IRC's work and sufficient areas of roof deck are clear and available and free from water or debris to allow for continuous full operation. The expense of any extra trips by IRC to and from the job as a result of the job not being ready for the Work after IRC has been notified to proceed will be charged as an extra.
17. **Warranty:** IRC's work will be warranted by IRC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of IRC's standard warranty is attached or, if not, will be furnished upon request. IRC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against IRC. IRC makes no guarantee as to the system performance, savings, or environmental benefits. These system benefits are modeled using industry accepted tools, however, system management and use, site conditions, and other factors may affect the performance of the system. There are no other guarantees or warranties, expressed or implied. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.
18. **Existing Conditions:** IRC is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by IRC.
19. **Mold:** Owner will inspect regularly for signs of water intrusion and promptly notify IRC if Owner believes there are roof leaks. Upon receiving notice, IRC will make roof repairs. Owner is responsible for monitoring for leaks and indoor air quality. IRC is not responsible for indoor air quality. Owner shall hold harmless and indemnify IRC from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless IRC from claims brought by tenants and third parties arising from mold growth.
20. **Roof Drainage:** This maintenance and service contract does not include an evaluation for code compliance or adequacy of existing roof drainage. If roof drains or scuppers are clogged at the time IRC performs its maintenance inspection and work, IRC will unclog the drains at that time. IRC is not responsible if and when drains become clogged at other times. Owner should regularly inspect roof drains to see that flow through drains is not impeded. IRC shall not be liable for claims or damages arising from or related to deficiencies in roof drainage and consequences of water accumulating on the roof. Owner should retain an Architect, Mechanical Engineer or other design professional to evaluate and determine proper drainage design and compliance with applicable plumbing codes, including secondary drainage. IRC's work does not include evaluation of drainage, proper location or size of roof drains, or code compliance. It is the Building Owner's responsibility to maintain drains so that they are not clogged and function properly. IRC is not responsible for ponding, standing or accumulation of water on the roof.
21. **Dispute Resolution:** If a dispute shall arise between IRC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, IRC and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against IRC alleging any breach of this contract or negligence by IRC must be initiated no later than two (2) years after IRC performed the installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of IRC.

IRC Industrial
Roofing Company



jgilboy

**Town of Old Orchard Beach Fire Department -
12-08-2023 / 11:14AM**

XEROX® and the sphere of connectivity design are trademarks of Xerox Corporation in the United States and/or other countries.

The logo for Industrial Roofing Company (IRC) consists of the letters "IRC" in a bold, sans-serif font, enclosed within a thin white rectangular border. The background of the entire page is a grayscale photograph of a modern building with a complex, multi-level facade featuring balconies and various architectural details.

IRC

INDUSTRIAL
ROOFING COMPANY

Proposal and Contract

IN PARTNERSHIP WITH:
Town of Old Orchard Beach Fire Department

December 8, 2023



**INDUSTRIAL
ROOFING COMPANY**

9 Ferry Rd
Lewiston, ME 04240
www.ircmaine.com
207-784-4551

December 8, 2023

**John Gilboy
Town of Old Orchard Beach Fire Department
136 Saco Avenue
Old Orchard Beach, Maine 04064**

Project: Roof Replacement

Hi John,

Thanks for taking the time to meet with me! We are excited to partner with the Town of Old Orchard Beach Fire Department to provide long-term solutions for the whole health of your roof. We work tirelessly to inspect, design, build, and service all of your building, roofing, siding and solar needs in order to enhance and simplify our client's lives.

Please see quote below for a roof replacement.

Let me know your thoughts and if you have any questions!

Thank you!

**Erich Mitchell
Account Manager
(207) 520-0296
Erich.Mitchell@ircmaine.com
www.ircmaine.com**

ROOF MAINTENANCE SERVICES

COMMERCIAL ROOFING & SIDING



**INDUSTRIAL
ROOFING COMPANY**

IRC SOLUTION PROPOSED:

1. Set up safety to meet or exceed OSHA standards.
2. Remove existing edge metal and roofing.
3. Dispose of all debris properly.
4. Install layer of 1.5" ISO insulation over entire roof.
5. Install (8) new roof drain inserts.
6. Install .060 EPDM membrane as per manufacturer's specifications.
7. Install base flashing and surface terminations on all walls, penetrations, curbs, etc.
8. Install new shop formed edge metal.
9. Clean premises upon completion.
10. 20 Year Manufacturer's Warranty.

IRC SOLUTION PRICE: \$137,286



ROOF MAINTENANCE SERVICES

COMMERCIAL ROOFING & SIDING



**INDUSTRIAL
ROOFING COMPANY**

Exclusions:

1. Power company will be needed to properly protect power lines during roofing work.
2. Snow removal.
3. Interior protection.
4. Mechanical and electrical disconnects and reconnects.

***Asphalt products, isocyanurate insulation, steel products and other roofing products are sometimes subject to unusual and severe price volatility and availability due to political and other conditions that are beyond the control of IRC. If there is an increase in these or other roofing products of more than 5% between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to obtain the materials, upon advance notice and submittal of written documentation to Client. IRC will supply you with written evidence that includes the original quotation sheet from IRC's vendor and the vendor's subsequent invoice for the material.*

****This document and any and all other documents, of any kind, including those in electronic form, prepared by IRC® or its agents or consultants for purposes of this proposal are Instruments of Service for use solely with respect to this proposal. IRC® shall be considered the author and owner of this document and all other Instruments of Service and retains all common law, statutory and other rights, including copyrights, with respect to this document and all other Instruments of Service. Proposal is valid for 30 days.**

****WORK TO BE PERFORMED BY "INDUSTRIAL ROOFING COMPANY" — PLEASE MAKE OUT ALL CONTRACTS, PURCHASE ORDERS, AND PAYMENTS TO INDUSTRIAL ROOFING COMPANY.**

PAYMENT TERMS: 30% due upon start of project, monthly progress billing thereafter with Net 30 Day terms. (A finance charge of 1.5% per month will be charged on unpaid balances)

ACCEPTED BY/TITLE: _____

COMPANY: _____

DATE: _____



**INDUSTRIAL
ROOFING COMPANY**

About Us

Industrial Roofing Company provides the Northeast with comprehensive commercial roof management, siding, and solar consultation services to building owners and public institutions. From design to implementation, we partner with and advise our clients, committing to exceptional, long-lasting solutions and results.

Our mission is to empower our valued employees to deliver exceptional roofing and siding solutions. With an employee-first commitment, we grow and improve together.

Roof Maintenance Services

IRC currently provides protection and maintenance to over five million square feet of roofs across the Northeast. These cost-effective services define our business philosophy: provide proactive management of your roof assets that reduce the life-cycle cost and achieve maximum lifespan. While the average lifespan of most commercial roofs is around 16 years, our RPP and SAM programs are specifically designed to extend the life of your roof, often achieving lifespans over 35 years! Depending on the current condition of your roof(s) and your specific goals, we'll determine which program would best meet your needs.

Commercial Roofing & Siding

We work as trusted advisors and long-term consultants to deliver award-winning industrial roofing and siding solutions for every type of project. Our highly skilled team partners closely with you to determine and recommend a roof system with the best life-cycle in mind. The goal of every project is to save you time and money by solving the right problems with quality workmanship. No challenge is too big and the result is long-lasting work with a long-term partner at your side.

Solar Consulting

With over 75 years of commercial roofing experience and several years in the solar business, our team can provide thorough consultation and guidance on your next Photovoltaic system project. Our portfolio of previously completed projects includes dozens of solar systems throughout New England, ranging from 10 kW arrays to over 2 MW in size, giving us insight into best practices and management of those systems. There is a wide range of approaches to solar investments, and we would be happy to advise you as you begin this journey. We will also help make sure you protect your roof along the way!

ROOF MAINTENANCE SERVICES

COMMERCIAL ROOFING & SIDING



**INDUSTRIAL
ROOFING COMPANY**

Terms & Conditions

General: This proposal is contingent upon the understanding that when accepted, it shall become a contract between the owner hereinafter referred to as "Owner," and Industrial Roofing & Siding Co., hereinafter referred as "IRC," and that the terms and conditions stated herein shall supersede and replace any conflict, understanding, agreements or documentation written or oral, unless so stated in the body of this contract.

- 1. Insurance:** IRC agrees to carry sufficient Workman's Compensation and Public Liability insurance to protect the owner against any claims arising due to IRC's operations. IRC will provide an insurance certificate upon request. IRC shall carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. IRC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by IRC, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to IRC shall not be withheld by reason of any damage or claim against IRC covered by liability or property damage insurance maintained by IRC or claims covered under builder's risk insurance.
- 2. Additional Insured:** If Customer requires and IRC agrees to name Customer or others as additional insureds on IRC's liability insurance policy, Customer and IRC agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of IRC and is not intended to make IRC's insurer liable for claims that are due to the fault of the additional insured.
- 3. Trash Removal:** IRC shall clean up and haul away from the project site all trash and debris resulting from the work under this contract.
- 4. Project Structural Integrity:** The owner is responsible for determining the effect, if any, of the new roofing work on the roof deck, roof deck support system and structural integrity of the building. IRC, at the owners written direction, will remove and replace any defective substrate which is disclosed as the work progresses on a time-and-material basis as an extra to this contract.
- 5. Limitations:** Repair of preexisting interior or exterior damage is not part of this contract unless specifically included in our scope.
- 6. Facilities:** Owner agrees to provide IRC without charge proper working space, sufficient storage room for all materials and reasonable use of such facilities as elevators, toilets, parking, electricity and water. The owner further agrees to permit IRC use of driveways and paved areas leading to or adjacent to the project for equipment and material storage without liability to IRC occasioned by such use.
- 7. Force Majeure:** IRC shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control.
- 8. Additional Charges:** Additions to or deviations from the scope of work outlined on the reverse side, repair of damage to our work by others and any labor required to be done other than during regular working hours shall be considered an addition to the contract price and charged on a time-and-material basis. IRC will not accept any charges or back charges unless submitted with a previously signed authorization from IRC.
- 9. Terms of Payment:** Requisitions shall be paid covering value of material and labor furnished. If payments are not made when due, interest, costs, incidental to collection and attorneys' fees (if an attorney is retained for collection)

ROOF MAINTENANCE SERVICES

COMMERCIAL ROOFING & SIDING



INDUSTRIAL ROOFING COMPANY

shall be added to the unpaid balance. Interest shall accrue at the rate of 1 1/2% per month (18% per annum) on the unpaid balance. Non-payment in accordance with the above shall be caused for terminating performance.

10. **Right to Stop Work:** The failure of Customer to make proper payment to IRC when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle IRC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which IRC shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid IRC shall be increased by the amount of IRC's reasonable costs of shut-down, delay and start-up.
11. **Interior Protection:** Customer acknowledges that such activities on an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. IRC shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of the project and the need to provide protection underneath areas being worked on. Customer agrees to hold IRC harmless from claims of occupants and tenants who were not so notified and did not provide protection.
12. **Back Charges:** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to IRC shall be valid unless previously authorized in writing by IRC and unless written notice is given to IRC within five (5) days of the event, act or omission which is the basis of the back charge.
13. **Wind Loads or Uplift Pressures:** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. IRC is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, IRC's proposal is based solely on manufacturer's printed test results. IRC itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
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15. **Flammable Products / Fumes – Working near Roof Top Units:** HVAC units and air intakes should be temporarily shut down and closed off when roofing work is being performed in the vicinity of where the unit or intake is located to reduce the risk of fire and avoid fumes from roofing operations from circulating within the building, particularly when flashing at units is performed. Customer acknowledges that some roofing materials are flammable and fumes and odors from roofing products will be released as part of the roofing operations to be performed by IRC. Customer is responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows and doors and other openings to prevent fumes and odors from entering the building. Some people are more sensitive to these emissions than others. Customer shall hold IRC harmless from claims resulting from failure by Customer to shut-down roof-top units and claims relating to fumes and odors that are emitted during the normal roofing process.



INDUSTRIAL ROOFING COMPANY

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21. **Dispute Resolution:** If a dispute shall arise between IRC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, IRC and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against IRC alleging any breach of this contract or negligence by IRC must be initiated no later than two (2) years after IRC performed the installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of IRC.

AGENDA ITEM #8234

Discussion with Action: Approve the quote from Fire Tech and Safety for \$11,500.00 for the purchase of ten (10) Scott Safety 30-minute cylinders from account #52002-50861 CIP Public Safety SCBA Equipment with a balance of \$18,874.86.

Chair: Shawn O'Neill



Quote

Quote Nbr.: Q301438
 Quote Date: 8/14/2024
 Expiration Date: 7/31/2024
 Customer ID: C002084

Fire Tech & Safety
 100 Business Park Dr #6
 Tyngsborough, MA, 01879
 Phone: (978) 649-6800
<https://firetechusa.com/>

BILL TO:	SHIP TO:
OLD ORCHARD BEACH FIRE DEPT.-ME	OLD ORCHARD BEACH FIRE DEPT.-ME
FIRE DEPT. COMPLEX	FIRE DEPT. COMPLEX
136 SACO AVE	136 SACO AVE
OLD ORCHARD BEACH ME 04064	OLD ORCHARD BEACH ME 04064

CUSTOMER P.O. NO.	TERMS	CONTACT
email	Net 30 Days	Chief John Gilboy

SHIP VIA
 Salesman

ITEM	QTY.	PRICE	EXT PRICE
SCOTT-CARBON CYL.& VALVE 4500 30 MIN	10.00	1,150.00	11,500.00
SHIPPING & HANDLING TO BE INVOICED ADDITIONALLY AT TIME OF DELIVERY	0.00	0.00	0.00

Sales Total:	11,500.00
Freight & Misc.:	0.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	11,500.00

*NOTICE...One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.
 Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>*

AGENDA ITEM #8235

Discussion with Action: Renew the liquor license for Sandy Bottom Investment Group, Michael Harris and Matthew Wolf, Myst Restaurant (306-1-2), 1 East Grand Avenue, m-s-v in a restaurant/lounge.

Chair: Shawn O'Neill

AGENDA ITEM #8236

Discussion with Action: Renew the liquor license for Port Georgia LLC, Devid Begin and Eric Begin, Lazy Days Restaurant, (206-31-19), 4 First Street, m-s-v in a restaurant.

Chair: Shawn O'Neill

AGENDA ITEM #8237

Discussion with Action: Approve the Special Event Permit application from Kylie Copland to hold a wedding on the beach, in front of 2 Roussin Street, with a DJ for ceremony music, on Saturday, September 7th, 2024, from 11 a.m. to 5 p.m., including set-up and takedown.

Chair: Shawn O'Neill



Town of Old Orchard Beach Special Event Permit application

Application for Special Event Permit

Please read the following:

- All applications must be thoroughly completed. Failure to fully complete an application may result in a delay in the processing.
- This application is to be completed by the individual or authorized representative of the organization regulating the event and requesting the permit. Submission of an application does not guarantee the event will be approved. Do not publicize or promote your event until your notification of acceptance has been issued.
- All applications must be received by the Town Clerk's Office not less than thirty (30) calendar days prior to the date on which the person proposes to conduct such special event. If not received by that date, the application may be subject to non-approval for that reason.
- Special Event Permit applications require a \$50 (per day, including dates of set up/take down) **non-refundable fee** to be paid at the time application is received.
- A Special Event Permit Application will be deemed "received" on the date the Town Clerk's Office receives:
 - A completed application
 - Appropriate Insurance, listing the Town of Old Orchard Beach as additionally insured (if event is within 30 days)
 - Application fee
- Once you have completed the application, please return to the Town Clerk's Office:

Town Clerk's Office
1 Portland Avenue
Old Orchard Beach, ME 04064

If you have any questions, please contact the Town Clerk's Office at 207-934-4042 or e-mail the Town Clerk, Kim McLaughlin, at kmclaughlin@oobmaine.com

APPLICATION INFORMATION

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

1. Name of applicant Kylie Copland

Address of applicant 10 Waterfall Drive Saw, ME 04072
City State Zip

Phone number of applicant (978) 505 3618 Fax () n/a

Cell phone () " " E-mail akprogin@gmail.com

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

n/a

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

Type of Event:

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

wedding ceremony

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

Wedding ceremony

coordinator - Kaileiah Drake

DJ/MC - The ~~Man~~ ^{Music} Man (shawn Nicholson) - ceremony music w/ portable mic

Will you be using tents? _____ YES NO

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

Will you be using staging? _____ YES X 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 Kaileigh Drake Work Phone (207) 651 0989

Address _____
City State Zip

Cell phone (207) 651 0989 Fax () _____

E-mail weddingsbykaileigh@gmail.com

4. SET-UP Date for Event 9/7/24 Day of Week Saturday from 11:00 am to 3:00 pm

Date of Event 9/7/24 Day of Week Saturday from 3:45pm to 4:30 pm

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

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

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

TAKE-DOWN date 9/7/24 Day of Week Saturday from 4:30pm to 5:00 pm

RAIN DATE(s) n/a Times n/a
(if rain date listed, insurance must list rain date)

5. Location of the Event beach in front of The Beach House (2 Roussin St
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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

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

n/a

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

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

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

Description of merchandise _____

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

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

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

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

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

n/a

12. List any Event Sponsors:

n/a

Will admission be charged for the event? _____ YES NO

Will participants be charged for parking? _____ YES NO

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

YES (if yes, please list dates): other wedding ceremonies

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) :

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).

portable mic 4:00pm - 4:30 pm

decibels will be reviewed

Where will the event attendees/participants park? at their hotels or public parking (street and lot)

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:

OOB 365 (shari MacDonaid) - Trolley brings guest to and from beach (3 trips)

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

If yes, give details: n/a

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

there will not be any waste

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

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? no

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

If yes, explain: _____

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

"Welcome to the wedding of Kylie + Andrew"
wooden driftwood sign to welcome guests

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: n/a Sold; _____ Given away; _____ Both

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

n/a

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

24. Is the applicant requesting the use of the RSU #23 school property (schools, parking lots, playing fields)? _____ YES _____ ~~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, Kylie Copland on behalf of Kylie + Andrew's Wedding
(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. KC (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: Kylie Copland Date: 7/3/24
(authorized representative)

Print name: Kylie Copland

Print Organization Name (if applicable): n/a

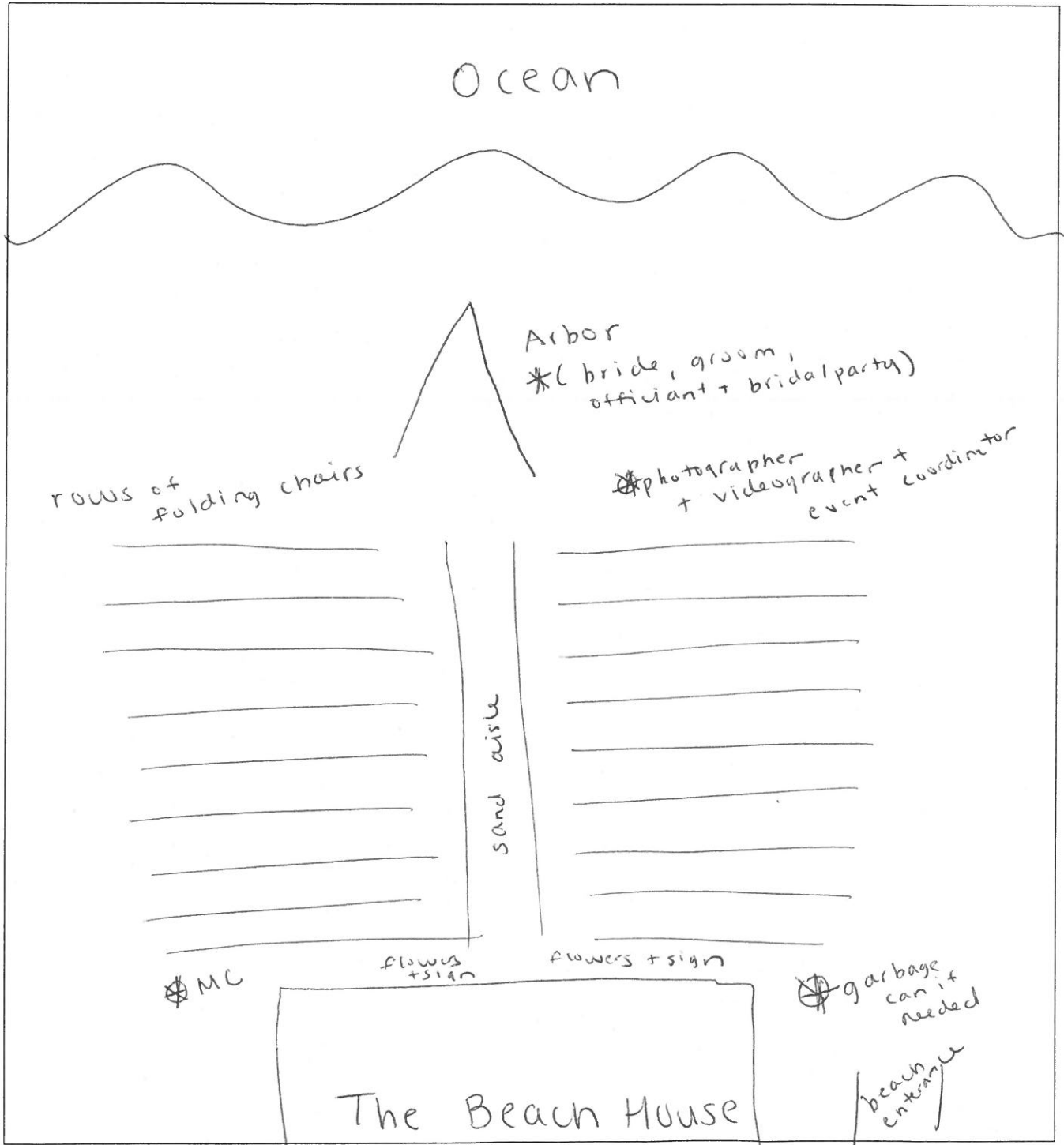
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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



* trolley drop/pick up site

CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE (MM/DD/YYYY)

07/15/2024

PRODUCER

Affinity Insurance Services, Inc.
900 Stewart Avenue
Garden City, NY 11530

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

INSURED

Kylie Copland
10 Waterfall Drive, Unit 318
Saco, ME 04072

Event Date: 09/07/2024

INSURERS AFFORDING COVERAGE

INSURER A: Markel American Insurance Company

HONOREE(S)

Kylie Copland
Andrew Progin

COVERAGE

CERTIFICATE NUMBER: WS00805091

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ABOVE NAMED INSURED FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF 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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	M2WPL0000458424300	09/07/2024 12:01 AM EDT	09/08/2024 12:01 AM	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	Included
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$2,500
	<input checked="" type="checkbox"/> HOST LIQUOR INCL				PERSONAL INJURY	Included
	<input checked="" type="checkbox"/> TPPD				GENERAL AGGREGATE	\$1,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER:				DAMAGE TO RNTD PROP	Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each Accident)	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT	
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC	
	GARAGE LIABILITY				AUTO ONLY AGG	
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	
	EXCESS LIABILITY				AGGREGATE	
	<input type="checkbox"/> OCCUR CLAIMS MADE					
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU	OTHER
					E.L. EACH ACCIDENT	
					E.L. DISEASE-EA EMPLOYEE	
					E.L. DISEASE-POLICY LIMIT	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Event Type: A wedding ceremony, reception and/or rehearsal; Wedding Couple: Kylie Copland, Andrew Progin; Event Date: 09/07/2024; Location: Town of Old Orchard Beach

If the event continues past 12:00 am at the location named on the Declarations Page, such continuation shall be considered as the event date. Event includes set up and break down and the scheduled rehearsal or rehearsal dinner scheduled within 48 hours of the event if the event is a wedding. Set up and Break down means decoration and removal of decoration at the event location that occurs no more than 24 hours prior to the event and 24 hours after the event.

The certificate holder is included as an insured under the Hosting Facility Liability Coverage, but only in respects to claims arising out of the negligence of the Named Insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

Scott Furbush

MISCELLANEOUS PAYMENT RECPT#: 630971
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 07/26/24 TIME: 10:36:57
CLERK: jeff DEPT:
CUSTOMER#:

COMMENT: SPEC EVENT PERMIT

CHG: TCREC TOWN CLERK RECE 50.00

AMOUNT PAID: 50.00

PAID BY: COPLAND, KYLIE
PAYMENT METH: CHECK
 258

REFERENCE:

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

AGENDA ITEM #8238

Discussion with Action: Approve the Special Event Permit application from Pier Leasing to hold their annual Jeep Fest in the Square on Saturday, September 7th, 2024 from 8 a.m. to 10 p.m. Request to close the square during the event.

Chair: Shawn O'Neill

APPLICATION INFORMATION

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

1. Name of applicant PIER LEASING COMPANY

Address of applicant 2 OLD ORCHARD STREET ME 04064
City State Zip

Phone number of applicant (207) 934-3595 Fax () _____

Cell phone (207) 468-6490 E-mail PAULSCOBPIER@GMAIL.COM

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

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

Type of Event:

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

JEOP FEST

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

PARKING IN THE SQUARE

Will you be using tents? _____ YES NO

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

... 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 _____ Work Phone () _____

Address _____
City State Zip

Cell phone () _____ Fax () _____

E-mail _____

4. SET-UP Date for Event 9/7/24 Day of Week SATURDAY from 8:00 AM to 10:00 AM

Date of Event 9/7/24 Day of Week SATURDAY from 10:00 AM to 10:00 PM

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

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

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

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

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

5. Location of the Event SQUARE
(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.

N/A

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)
- Professional Catering
- Non-Profit Food Vendors
- Pot Luck Items
- Retail Food Vendors

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

Description of merchandise _____

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

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

If this event a Regional School Unit #23 event? _____ Yes NO
(The request for a waiver can only be requested if the event is a RSU #23 event or sponsored or co-sponsored by the Town of Old Orchard Beach).

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

12. List any Event Sponsors:

Will admission be charged for the event? _____ YES NO
Will participants be charged for parking? _____ YES NO

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

YES (if yes, please list dates): _____
 NO

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

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

PIER SECURITY AND O.O.B. POLICE DEPT

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

Times: _____ How many? 15

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

Name: _____ Phone Number: _____

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

N/A

Will audible devices be used at this event? YES NO
If yes, what type of devices will be used? What time will they be used? (Decibel level limits are in Chapter 26 of the Code of Ordinances).

Where will the event attendees/participants park? THE SQUARE

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.

THE PIER WILL REMOVE TRASH

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

If yes, number needed and location 6 TO 8 CONES TO BLOCK OFF THE SQUARE

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

YES NO If yes, please describe:

Is any other public works assistance needed? NO

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

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

N/A

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 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.

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

When will the applicant receive approval?

SPECIAL EVENT PERMIT AGREEMENT

I, PAUL L GOIZBEIN on behalf of PIER LEASING COMPANY
(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. PLG (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.

...venue/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: Paul L Goizbein
(authorized representative)

Date: 7/29/2024

Print name: PAUL L GOIZBEIN

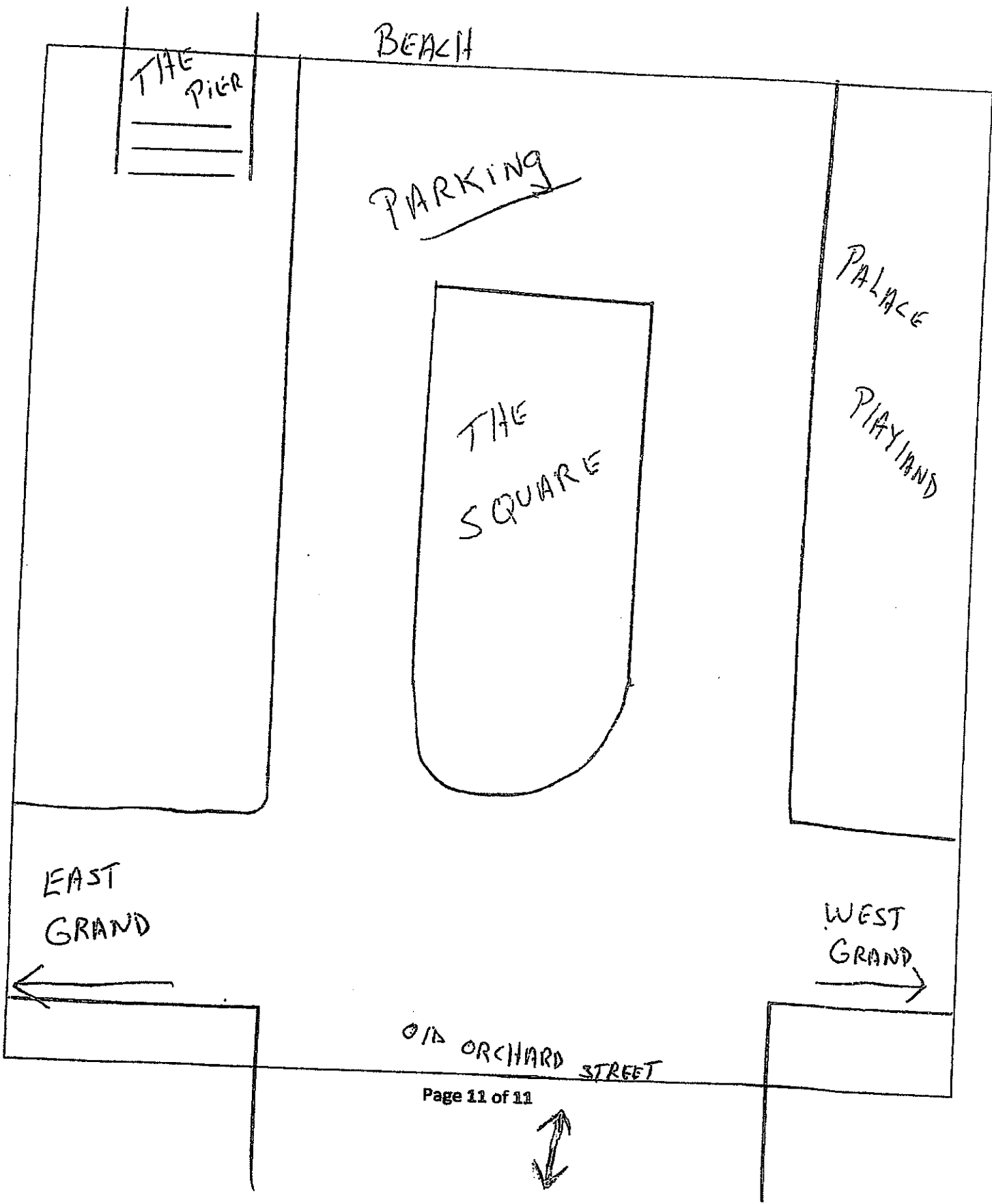
Print Organization Name (if applicable): PIER LEASING COMPANY

DESCRIPTION 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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2024

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).

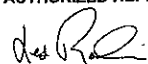
PRODUCER RIG Insurance Services, LLC 2209 Main Street Colchester, VT 05446	CONTACT NAME: Cory Cootware PHONE (A/C, No, Ext): (802) 861-3345 210 E-MAIL ADDRESS: Cory@RigProtect.com	FAX (A/C, No): (802) 861-4440
	INSURER(S) AFFORDING COVERAGE	
INSURED Pier Patio Pub P.O. Box 261 Old Orchard Beach, ME 04064	INSURER A: Nautilus Insurance Company	NAIC # 17370
	INSURER B: Mount Vernon Fire Insurance Company	NAIC # 26522
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		NN1694550	5/21/2024	5/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
B	Liquor Liability			CL2759314D	5/21/2024	5/21/2025	Aggregate 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder shown below is named additional insured on the above general liability policy.

CERTIFICATE HOLDER Town of Old Orchard Beach Town Hall 1 Portland Avenue Old Orchard Beach, ME 04064	CANCELLATION 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 
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MISCELLANEOUS PAYMENT RECPT#: 631330
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 08/02/24 TIME: 07:44:19
CLERK: jeff DEPT:
CUSTOMER#:

COMMENT: SPEC EVENT PERMIT

CHG: TCREC TOWN CLERK RECE 50.00

AMOUNT PAID: 50.00

PAID BY: PIER LEASING COMPANY
PAYMENT METH: CHECK
 21446

REFERENCE:

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

AGENDA ITEM #8239

Discussion with Action: Approve the Special Event Permit application from New England Parkinson's Ride for the annual NE Parkinson's Ride starting at the Ballpark. Set-up is September 5th from 11 a.m. to 3 p.m.; event at the Ballpark September 6th from 4 p.m. to 9 p.m.; the ride is on Saturday, September 7th, 2024, from 5 a.m. to 5 p.m.; takedown same day, by 10 p.m.

Chair: Shawn O'Neill

ADJOURNMENT

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 Axi Wechter

Address of applicant PO Box 1124, Merrimack, NH 03054
City State Zip

Phone number of applicant () 407-466-0880 Fax () _____

Cell phone () 434-841-7985 E-mail axi@neparkinsonsride.org

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

New England Parkinson's Ride

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

Type of Event:

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

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

Cycling event to raise funds for The Michael J. Fox Foundation. Friday night pre-ride dinner and Saturday ride includes a post-Ride celebration with entertainment and sponsor booths.

Will you be using tents? X YES _____ NO

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

A+ Party Rentals handles the tents, which are secured by state guidelines. Tents will cover picnic tables used for seating on both days.

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 Axi Wechter Work Phone (____) 407-466-0880

Address PO Box 1124, Merrimack, NH 03054
City State Zip

Cell phone (____) 434-841-7985 Fax (____) _____

E-mail axi@neparkinsonside.org

4. SET-UP Date for Event 9/5/24 Day of Week Thursday from 11am to 3pm

Date of Event 9/6/24 Day of Week Friday from 4 pm to 9 pm

Date of Event 9/7/24 Day of Week Saturday from 5 am to 5pm

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

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

TAKE-DOWN date 9/7/24 Day of Week Saturday from 5pm to 10pm

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

5. Location of the Event The Ballpark at Old Orchard Beach
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

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

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

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

Beer and wine sales handled by BP. Food purchases provided by BP and food trucks.

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

Description of merchandise New England Parkinson's Ride branded gear.

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:

The Michael J. Fox Foundation

12. List any Event Sponsors:

BlueRock

Cantor Colburn

Barclay's

Maloney Associates

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): 2008-2023

NO

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

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

We will have over 150 volunteers to do various jobs like directing traffic, helping with parking, directing people in and out of the Ballpark. We have also enlisted several police in the surrounding areas to aid difficult intersections.

Additional Uniformed presence provided by: 4 Off-Duty Police Officers; Private Security;
10 Volunteers

Times: _____ How many? _____

If you have already made contact with someone about security, provide the contact name and number: We will be in touch with Capt Elise Chard regarding the OOB area.

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)

Supplies, tents, and chairs will be stored within the Ballpark.

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 microphone and portable speakers will be used for presentations. Friday 5-9pm and Saturday 7am - 6pm.

Where will the event attendees/participants park? Ballpark 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: We will have a trailer that we use to transport supplies and our tracking company will have a trailer.

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

All desposal is handled under contract with the Ballpark.

Is the use of barricades necessary/requested for this event? Only within the Ballpark parking lot

If yes, number needed and location 6-10 at the Ballpark

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? _____

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

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

YES NO

If yes, explain: Grills will be used for BP concessions. Propane burners will be used on Friday to heat soup.

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.

Route signage will be places along the routes. All signs will be taking down following the Ride.

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:

Friday Night - alcohol is donated and distributed by trusted 21+ volunteers from 5-9pm

Saturday - alcohol is donated and distributed by trusted 21+ volunteers from 5-9pm. BP will also be selling beer.

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

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

I, Axi Weehnter on behalf of New England Parkinson's Ride
(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. AW (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: Axi Wechte Date: 7/10
(authorized representative)

Print name: Axi Wechte

Print Organization Name (if applicable): New England Parkinson's Ride

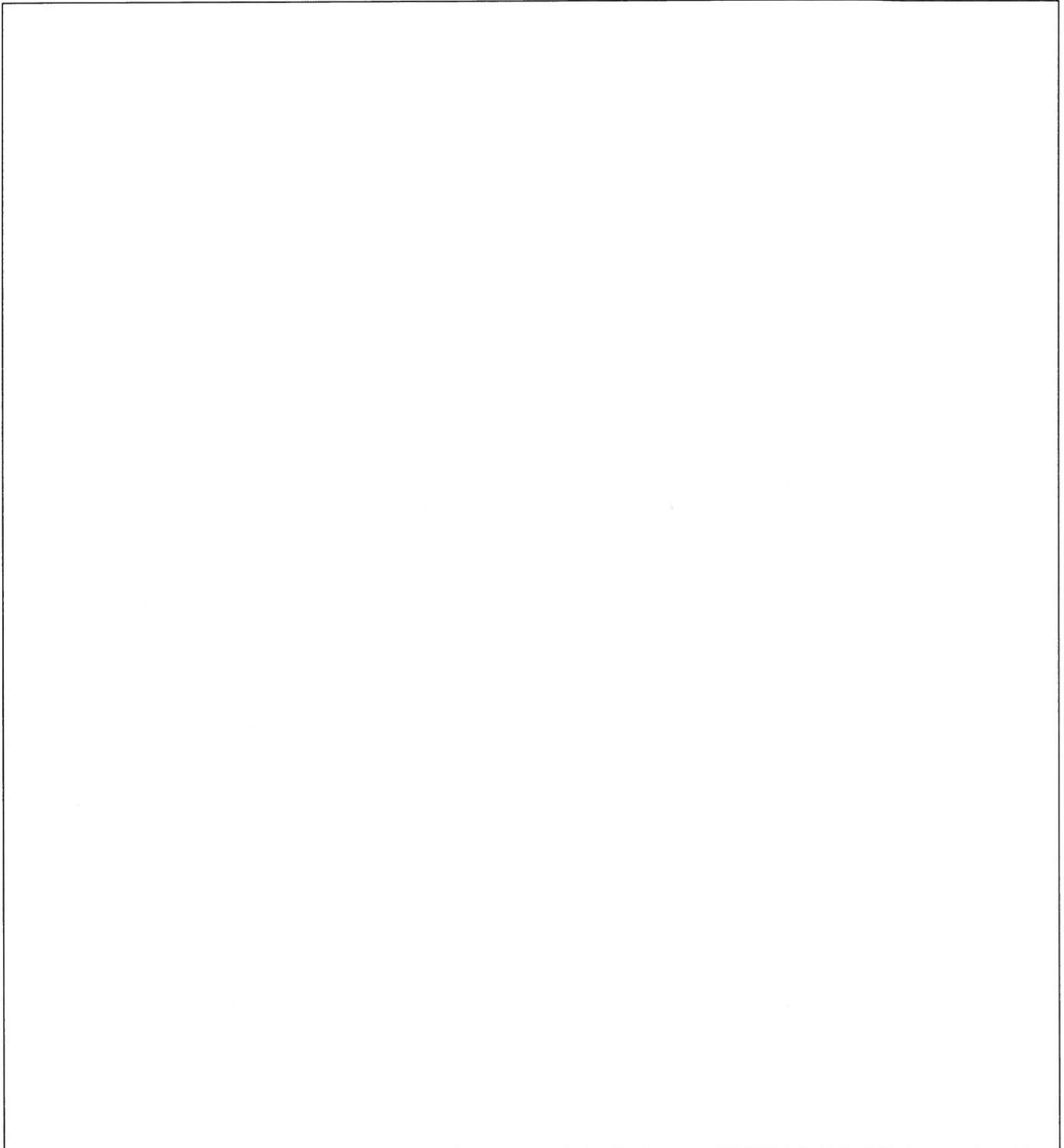
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2024

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.

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PRODUCER Advantage Insurance 393 Daniel Webster Highway Merrimack NH 03054	CONTACT NAME: Tammy LaBarre PHONE (A/C, No, Ext): 603-277-9519 FAX (A/C, No): E-MAIL ADDRESS: tammy@abinh.com														
INSURED New England Parkinson's Ride PO Box 1124 Merrimack NH 03054	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Johnson & Johnson Insurance</td> <td></td> </tr> <tr> <td>INSURER B : Ohio Security Insurance Company</td> <td style="text-align: center;">24082</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Johnson & Johnson Insurance		INSURER B : Ohio Security Insurance Company	24082	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES CERTIFICATE NUMBER: 79609968 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The town of Old Orchard Beach is additional insured as required by written contract.

CERTIFICATE HOLDER Town of Old Orchard Beach 1 Portland Ave. Old Orchard Beach ME 04064	CANCELLATION 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 <i>Tammy LaBarre</i>
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4 Same as last year!

2023 NEPR LAYOUT

