



## Town Council - Meeting Agenda

**November 19, 2024 @ 6:30pm**  
**Council Chambers - 1 Portland Avenue**

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

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

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**ACKNOWLEDGEMENTS:**

**GOOD & WELFARE:**

**PRESENTATION:**

**ACCEPTANCE OF MINUTES:**

Chair: Shawn O'Neill

**PUBLIC HEARING – ORDINANCE AMENDMENTS:**

**Public Hearing:** Shall the Town Council Repeal and Replace the General Assistance Ordinance, last amended January 17<sup>th</sup>, 2017.

Chair: Shawn O’Neill

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

Biggah Guys Pizzah, Aaron Morrill, (206-26-4-C), 34 Saco Avenue Unit C, m-s-v in a restaurant.

Chair: Shawn O’Neill

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

Jacobus Kats, (210-1-7-55), 11 Smithwheel Road, Unit#55, one (1) year-round rental.

Amanda Hutchins DBA, (211-7-50), 13 MacArthur Avenue, one (1) year-round short-term rental.

Msuya LLC, Sarah Msuya, (311-16-15), 34 Washington Avenue, four (4) year-round rentals.

Reed Properties, Lisa McLeod, (314-8-7), 87 Seaview Avenue, three (3) year-round short-term rentals.

David Cynewshi, (105A-1-400-E2), 53 Wild Dunes Way Unit E2, one (1) year-round rental.

Beach Walk Bungalow LLC, Stephen Bean, (302-6-7-1), 165 East Grand Avenue Unit 1, one (1) seasonal short-term rental.

JCK Properties, John Dube, (305-4-1), 1 Cleaves Street, Unit 604, one (1) seasonal short-term rental.

Mary Pitre Estate, Bob Pitre, (301-5-1), 40 Wavelet Street, four (4) year-round short-term rentals.

Christopher Lessard, (211-7-47), 15 MacArthur Avenue, one (1) ADU year-round rental.

The Biggah Guys Pizzah LLC, Aaron Morrill, (206-26-4-C) 34 Saco Avenue Unit C, victualers with prep and alcohol.

Emlen Cote, (316-4-1), 1 Seacliff Avenue Unit 4B, one (1) year-round rental.



Kathleen Boisclair, (316-4-1) 1 Seacliff Avenue Unit 3A, one (1) year-round rental.

Kristine Sherman, (210-1-7-31), 11 Smithwheel Road Unit 31, one (1) year-round rental.

Globevell Capital LP Partnership, Marie Quintal, (319-8-1), 1 Tripoli Avenue, one (1) year-round short-term rental.

Fish Holdings LLC, Lindsay Fish, (206-28-20), 34 School Street, one (1) year-round short-term rental.

Chair: Shawn O'Neill

**PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:**

Patio Pub Inc. d/b/a Hooligan's Landing, Paul Golzbein (306-6-1), 2 Old Orchard Street, DJ, solo, duet, inside 12:00 pm to 1:00 am, Sunday through Saturday (no change).

Patio Pub Inc., Pier Patio Pub, Paul Golzbein, (306-6-1), 2 Old Orchard Street, DJ, solo, duet, band, comedy, inside and outside, 11:00 am to 1:00 am, inside and outside, Sunday through Saturday (no change).

TPR Inc. d/b/a Bull & Brew Winghouse, Paul Golzbein, (306-5-2), 6 East Grand Avenue, DJ, solo, duet, band, inside 12:00 pm to 1:00 am, Sunday through Saturday (no change).

TPR Inc. d/b/a Tequila Frogs Local Cantina (306-5-3), 8 East Grand Avenue, DJ, solo, duet, inside and outside, 12:00 pm to 12:30 am, Sunday through Saturday (no change).

Chair: Shawn O'Neill

**PUBLIC HEARING:**

**Public Hearing:** Shall the Town consider a request from Homewood Park Road Association to accept title and to accept and establish as town ways those developed portions of Homewood Blvd, Kapok St, and Juniper St together with all rights appurtenant thereto and all improvements situated therein or thereon, including, without limitation, any and all stormwater runoff systems, electrical, water, sewer, gas, or other utility infrastructure, bollards, lamp posts, lights and lighting facilities; expressly including any and all stormwater infrastructure shown on a plan entitled "Plan of Street Rights of Way Homewood Park, Portions of Homewood Boulevard, Juniper Street, and Kapok Street, Old Orchard Beach, Maine" prepared by Jones and Associates, last revised February 21, 2018, except the ponds shown on "Pond #1 Easement Area" located on Lots 14, 15, 17 and 18 and "Pond #2 Easement Area" located on Lots 7, 8 and 9. As described in the Quitclaim Deed Without Covenant from Homewood Park Road Association to the Town of Old Orchard Beach, Maine, dated, \_\_\_\_\_.

Chair: Shawn O'Neill

# TOWN MANAGER REPORT

**NEW BUSINESS:**

**AGENDA ITEM #8636**

**Discussion with Action:** Approve the estimate from TB Earthworks for the replacement of the Town Hall retaining wall including proper drainage and security fencing in the amount of \$63,500 from account # 51002-50901 CIP Town Building Reserve with a balance of \$337,054.11.

Chair: Shawn O'Neill



**TOWN OF OLD ORCHARD BEACH  
REQUEST FOR PROPOSAL**

**Town Hall Retaining Wall**

The Town of Old Orchard Beach is soliciting bids to replace the retaining wall located in the Town Hall lower-level parking lot located at 1 Portland Ave. in Old Orchard Beach Maine 04064.

Bids must be submitted on the Bidding Form (see Exhibit B) in a sealed envelope marked "Town Hall Retaining Wall".

Bids will be accepted until **2:00 pm September 30, 2024**, at the Town Manager's Office, Town of Old Orchard Beach, 1 Portland Ave, Old Orchard Beach, Maine, 04064. There will be a public opening of all bids received at that time. Bid specifications and scope of work can be found as Exhibit A. Any questions regarding the bid specifications or to schedule a site visit please contact:

Tim Fleury at [tfleury@oobmaine.com](mailto:tfleury@oobmaine.com) , or by calling (207) 937-5626.

The Town of Old Orchard Beach reserves the right to accept or reject any or all bids, or negotiate with particular bidders following the opening without right or recourse by bidders, if it is in the best interest of the Town to do so.

## **Town of Old Orchard Beach Town Hall Retaining Wall**

### **Bid Specifications**

Project Area – See Exhibit C

Work should be completed by May 9, 2025.

The scope of work includes:

- Removing the existing concrete retaining wall and chain link fence.
- Replace the retaining wall, security fencing, and provide proper drainage.
- Prepare the area for pavement.

Bid Alternate: Install new pavement and concrete curbing.

Bid form should be filled out by person authorized to commit work and should include:

1. Materials to be used for retaining wall
2. Material to be used for drainage
3. Total project cost
4. At least three (3) references of similar work
5. Schedule of work to include substantial completion and final completion date.
6. List how long the proposal is valid.

Bid Alternate: Paving and concrete curbing of work area as noted in Exhibit C.

# Town of Old Orchard Beach Town Hall Lower Level Retaining Wall

## Bid Form

1. Provide description of work: Attach a separate sheet of paper with the detailed description of the work.
2. Total Project Cost for Replacing Retaining Wall, Install proper Drainage, and security fencing.

\$ \$63,500

3. Bid Alternate: Paving lower lot and upper lot and install concrete curbing in project area.

\$ n/a


4. List any/all exceptions to the specifications:

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Company Name: TB Earthworks

Address/City/Zip: 21 Adirondack Drive Hollis ME 04042

Telephone: 207-294-2650

Authorized Signer: 

Print Name: Brandon Pooler

Date: 9/26/24





PLEASE NOTE: BOUNDRIES OF PROJECT SHOWN ON MAP ARE APPROXIMATE.  
A SITE VISIT IS RECOMMENDED FOR MORE DETAILS

Remove existing concrete retaining wall and existing block retaining wall. Prep sub grade with engineered crushed stone. 4" perforated pipe pitched toward road will ensure proper drainage behind new wall. All crushed stone back fill will be encased in commercial grade filtration fabric to ensure 4" perforated pipe functionality. Gagne Mega Wall block will be installed with staggered seems and geogrid between each layer stretching into parking area 10' to assure no sag or shift of new wall in the future. Wall will include drain pipes and GeoGrid for structure and drainage. Blocks will also be glue on high stress areas such as corners and ends. Install 4' chain link fence on inside of wall to prevent falls.

**AGENDA ITEM #8637**

**Discussion with Action:** Approve the estimate from Fire Tech & Safety for the purchase of one (1) Circul-Air PPE Express 6 Gear Drying Cabinet for the Fire Department in the amount of \$9,775.00 from account #52002-50895 CIP Fire Equipment and gear with a balance of \$53,856.38.

Chair: Shawn O'Neill



## Old Orchard Beach Fire Department

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### INTEROFFICE MEMORANDUM

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TO: DIANA ASANZA, TOWN MANAGER  
JORDAN MILES, FINANCE DIRECTOR

FROM: JOHN GILBOY III, FIRE CHIEF

SUBJECT: REPLACEMENT OF PERSONAL PROTECTIVE GEAR DRYER

DATE: NOVEMBER 7, 2024

CC: CLIFTON WHITTEN, DEPUTY CHIEF

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**Background:** This request is for the appropriation of funds to purchase (1) Circul-Air PPE Express 6 Gear Drying Cabinet at a cost of \$9,775.00 from vendor Fire Tech & Safety. Our current gear dryer was purchased 15 years ago and no longer meets the recommendations of NFPA 1851 Advanced Cleaning Verification for Personal Protective Equipment (PPE). Extensive research was performed in the determination to purchase the Circul-Air PPE Gear Dryer. The Fire Department obtained 7 different quotes from multiple vendors. We considered the footprint of the gear cabinet, the CFM's and watts of heating, the warranties of all the products and the drying time for PPE and hose. The department also spoke with 3 other departments that currently operate this exact gear dryer. The Circul-Air PPE Express 6 Gear Dryer was far more superior than that of its competitors.

**Process:** The Department met with 4 different vendors regarding the purchase of a PPE Gear Drying Cabinet. Four Gear Dryers were evaluated, one of which was immediately disqualified due to cost and size of the unit. The other 3 gear dryers were as follows:

1. Circul-Air PPE Express 6 Gear Drying Cabinet (10-year warranty, includes 6 gear hangers, 6 glove hangers, 3 wire racks, 1 boot rack, and shipping)
  - a. Fire Tech & Safety - \$9,775.00
  - b. Bergeron Protective Clothing - \$10,438.00
2. Staber 6 Gear PPE Drying Cabinet (5-year warranty, includes 4 coat hangers, 1 glove rack, 2 boot hangers, and shipping)
  - a. HSE Fire/Safety Equipment - \$11,435.00
  - b. Bergeron Protective Clothing - \$11,813.00
3. ADC EcoDry ADFG-6 Gear Drying Cabinet (3-year warranty, 5 coat/pant hangers, shipping and installation extra)
  - a. IPS - \$14,928.00

**Recommendation:** We recommend the purchase of the Circul-Air PPE Express 6 Gear Drying Cabinet at a cost of \$9,775.00 from vendor Fire Tech & Safety.

**Discussion with Action:** Award a contract to Fire Tech & Safety in the amount of \$9,775.00 for the purchase of (1) Circul-Air PPE Express 6 Gear Drying Cabinet from CIP account XXXX-XXXXX.



# Quote

Quote Nbr.: Q303040  
 Quote Date: 10/28/2024  
 Expiration Date: 11/12/2024  
 Customer ID: C002084

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

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

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

**CUSTOMER P.O. NO.** verbal  
**TERMS** Net 30 Days

**CONTACT** Chief John Gillboy

**SHIP VIA**  
 Best Way

ITEM	QTY.	PRICE	EXT PRICE
CIRCULAIR CIRCUL-AIR PPE EXPRESS DRYING CABINET - 6 GEAR - E612 - 240/1/60 Size / Capacity 6 GEAR CAPACITY	1.00	9,775.00	9,775.00

NOTE: Need to order correct Electrical Config- single phase or 3 phase and 208 or 240- Need OOB Electrician to advise which model to order

Sales Total: 9,775.00  
 Freight & Misc.: 0.00  
 Less Discount: 0.00  
 Tax Total: 0.00  
 Total (USD): 9,775.00

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>



1024 Suncook Valley Hwy., Unit 5-D  
Epsom NH, 03234  
TEL: 603.736.8500  
www.BergeronProtectiveClothing.com

## QUOTATION

No. : 215360

Doc. Date : 09/25/2024  
Payment Terms : NET30  
Valid Until : 12/31/2024  
Customer PO:  
Salesperson : Dale Doughty  
Page : Page 1 of 1

**Bill To**

Old Orchard Beach Fire Dept.  
Chief Fred LaMontagne  
1 Portland Ave  
Old Orchard Beach ME 04064

**Ship To :**

Chief John Gilboy  
136 Saco Ave  
Old Orchard Beach ME 04064

**Gear Drying Cabinets**

Quantity	Style	Description	Your Cost
1	PPE-2201	Staber 6 Gear Electric Gear Drying Cabinet Staber 6-Gear Drier 4 Coat Hangers 1 Glove Rack (26 Gloves) 2 Boot Hangers (12 Boots)	11,813.00
1	E612-240/1	Optional: Additional Hangers, Hose Drying Shelf Circul-Air 6 Gear PPE-Express Drying Cabinet, 55" W x 38" D x 82" H Circul-Air Corporation E612-240/1 PPE Express Drying Cabine 6 Gear 55" W x 38" D x 82" H • 6 Gear Hangers • 6 Glove Hangers • 3 Wire Racks • 1 Boot Rack	10,438.00

**Subtotal** 22,251.00  
**Total** 22,251.00

\*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification, pursuant to NH Law 154:8-c Firefighting PPE. Financing options available on turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices, subject to change by Manufacturer without notice. TERMS NET 30 Days. Add 3% fee when paying via credit card. Exchanges may incur additional handling charges. Late fee 2% per mo. \$25 returned check fee MC/ Visa /Discover accepted.



# Quotation

**HSE**  
 475 Pleasant Street. Suite 14  
 Lewiston, Me 04240  
 207-241-0325 Fax: 207-553-2288  
[www.hsefiresafety.com](http://www.hsefiresafety.com)

Date: 9/27/2024	Submitted By: Bill Shrader
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**Quotation For:**

Old Orchard Beach FD

Old Orchard Beach, ME.

CONTACT:	EST. SHIP DATE	SHIP VIA	TERMS
		Best way	Net 30 days

QUANTITY	DESCRIPTION		EXT. PRICE
1	Milnor Washer #MWT18X4 45LB Washer Extractor		\$ 14,345.00
1	Staber #IDC-2200-6-PPE Drying Cabinet (Drys Up To 6 Sets At Once) Includes: 3-Coat Hangers, 2-Glove Racks, 1-Boot Hanger, 1-Multi Purpose Hanger, 1-Hise Drying Shelf.  Free Shipping Pricing Includes Placement & Set Up Of Machines  Plumbing & Electrical Work Must Be Provided By A Licensed Plumber /Electrician		\$ 11,435.00
		<b>Total</b>	<b>\$ 25,780.00</b>
SIGNATURE:		ABOVE PRICING WILL BE HONORED FOR:	



125 John Roberts Rd  
South Portland, ME 04106  
PH: 207-847-3313  
Jon Usher-Maine Sales  
jusher@ipp-ips.com

**PRICE QUOTE FOR:**  
Old Orchard Beach Fire Department  
Chief John Gilboy  
136 Saco Ave  
Old Orchard Beach, ME 04064

**DATE**  
9/18/2024

<b>Product/Description</b>	<b>Price Ea.</b>
<b>ADC 5 Set Gear Dryer-1 Or 3 Phase p/n ADFG5</b>	<b>\$11,436.00</b>
<b>ADC Boot Hanger</b>	<b>\$1,046.00</b>
<b>ADC Glove Hanger</b>	<b>\$1,046.00</b>
<b>Shipping</b>	<b>\$600.00</b>
<b>Install</b>	<b>\$800.00</b>



## **AGENDA ITEM #8638**

**Discussion with Action:** Approve the estimate from Shaw Brothers Construction for the MPI Paving Project of Old Orchard Road at Saco Avenue and extending to the Saco town line in the amount of \$332,400.00, with a local share in the amount of \$157,400 from account #50002-50506 Public Works Road Maintenance and Improvement CIP with a balance of \$912,186.22, and the balance of \$175,000 paid by PACTS.

Chair: Shawn O'Neill

OLD ORCHARD ROAD MPI PAVING PROJECT BIDS

ITEM NO.	DESCRIPTION	UNIT	QTY	SHAW BROS	
1	mobilization/demobilization	lump sum	1	31,500.00	31,500.00
2	traffic control and regulations	lump sum	1	65,000.00	65,000.00
3	bill pavement (2-inch depth)	sy	8400	3.35	28,140.00
4	pavement butt joint	sy	10	45.00	450.00
5	hot mix asphalt, 9.5 mm (shim)	ton	240	129.00	30,960.00
6	hot mix asphalt, 9,5 mm (surface)	ton	700	108.50	75,950.00
7	driveway pavement , 9.5 mm (hand placed)	ton	45	200.00	9,000.00
8	raise and lower manhole and catch basin structures	ea	22	1,200.00	26,400.00
9	remove and replace bituminous curbing	lf	2500	20.00	50,000.00
10	loam & seed	sy	600	20.00	12,000.00
11	pavement markings	ls	1	3,000.00	3,000.00
	<b>TOTAL BASE BID</b>				<b>332,400.00</b>

GLIDDEN EXCAVATING & PAVING, INC.	
34,000.00	34,000.00
80,000.00	80,000.00
3.00	25,200.00
30.00	300.00
137.00	32,880.00
117.00	81,900.00
215.00	9,675.00
1,735.00	38,170.00
12.25	30,625.00
13.00	7,800.00
5,300.00	5,300.00
	<b>345,850.00</b>

COASTAL ROAD REPAIR	
80,000.00	80,000.00
62,000.00	62,000.00
3.25	27,300.00
22.50	225.00
125.00	30,000.00
125.00	87,500.00
225.00	10,125.00
1,400.00	30,800.00
13.00	32,500.00
17.50	10,500.00
2,415.00	2,415.00
	<b>373,365.00</b>

SECTION 00410BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

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

**Old Orchard Road M.P.I. Paving Project**

**WIN 027768.00**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Contractor's Maine DOT prequalification status for paving;

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES***Base Bid Items*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum, unit price and allowance items.
- B. Bidder acknowledges that:
  1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents (estimated "\*\*").

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	Lump Sum	1	\$ 31,500. <sup>00</sup>	\$ 31,500. <sup>00</sup>
2	Traffic Control and Regulation	Lump Sum	1	\$ 65,000. <sup>00</sup>	\$ 65,000. <sup>00</sup>
3	Mill Pavement (2-inch depth)	SY	8400	\$ 3. <sup>35</sup>	\$ 28,140. <sup>00</sup>
4	Pavement Butt Joint	SY	10	\$ 45. <sup>00</sup>	\$ 450. <sup>00</sup>
5	Hot Mix Asphalt, 9.5 mm (Shim)	TON	240	\$ 129. <sup>00</sup>	\$ 30,960. <sup>00</sup>
6	Hot Mix Asphalt, 9.5 mm (Surface)	TON	700	\$ 108. <sup>50</sup>	\$ 75,950. <sup>00</sup>
7	Driveway Pavement, 9.5 mm (Hand Placed)	TON	45	\$ 200. <sup>00</sup>	\$ 9,000. <sup>00</sup>
8	Raise and Lower Manhole and Catch Basin Structures	EA	22	\$ 1,200. <sup>00</sup>	\$ 26,400. <sup>00</sup>
9	Remove and Replace Bituminous Curbing	LF	2500	\$ 20. <sup>00</sup>	\$ 50,000. <sup>00</sup>
10	Loam & Seed	SY	600	\$ 20. <sup>00</sup>	\$ 12,000. <sup>00</sup>
11	Pavement Markings	LS	1	\$ 3,000. <sup>00</sup>	\$ 3,000. <sup>00</sup>
Total Base Bid					\$ 332,400. <sup>00</sup>

**ARTICLE 4—DELETED**

**ARTICLE 5—DELETED**

**ARTICLE 6—TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

**7.01 Bid Acceptance Period**

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**7.02 Instructions to Bidders**

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
# 1	9/27/24

**ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all Domestic Preference requirements.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

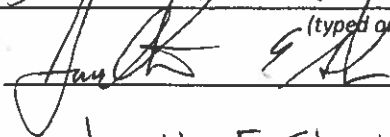
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Shaw Brothers Construction, Inc.  
(typed or printed name of organization)

By:

  
(individual's signature)

Name:

Jonathan E. Shaw  
(typed or printed)

Title:


President  
(typed or printed)

Date:

10/10/24  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

  
(individual's signature)

Name:

Mitch Elliott  
(typed or printed)

Title:

Estimator  
(typed or printed)

Date:

10/10/24  
(typed or printed)

Address for giving notices:

PO Box 69  
341 Mosher Rd. Gorham, ME 04038

Bidder's Contact:

Name:

Mitch Elliott  
(typed or printed)

Title:

Estimator  
(typed or printed)

Phone:

207-839-2552

Email:

melliott@ShawBrothers.com

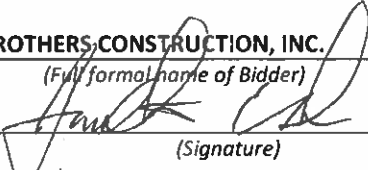

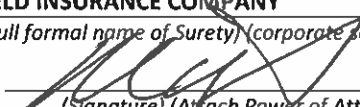
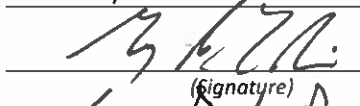
Address:

341 Mosher Rd  
Gorham, ME 04038

Bidder's Contractor License No.: (if applicable) N/A

END OF SECTION

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>SHAW BROTHERS CONSTRUCTION, INC.</b> Address <i>(principal place of business)</i> : P.O. Box 69, 341 Mosher Road Gorham, ME 04038	<b>Surety</b> Name: <b>WESTFIELD INSURANCE COMPANY</b> Address <i>(principal place of business)</i> : Agency: P.O. Box 511 Concord, NH 03302-0511
<b>Owner</b> Name: <b>TOWN OF OLD ORCHARD BEACH</b> Address <i>(principal place of business)</i> : 1 Portland Avenue Old Orchard Beach, ME 04064	<b>Bid</b> Project <i>(name and location)</i> : <b>Old Orchard Road MPI Paving Project, WIN No. 027768.00</b>  Bid Due Date: <b>October 3rd, 2024</b>
<b>Bond</b> Penal Sum: <b>FIVE PERCENT OF AMOUNT BID (5% OF AMOUNT BID)</b> Date of Bond: <b>October 3rd, 2024</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <b>SHAW BROTHERS CONSTRUCTION, INC.</b> <i>(Full formal name of Bidder)</i> By:  <i>(Signature)</i> Name: <u>Jonathan E. Shaw</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest:  <i>(Signature)</i> Name: <u>Mitch Elliott</u> <i>(Printed or typed)</i> Title: <u>Estimator</u>	<b>Surety</b> <b>WESTFIELD INSURANCE COMPANY</b> <i>(Full formal name of Surety) (corporate seal)</i> By:  <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Michael P. O'Brien</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest:  <i>(Signature)</i> Name: <u>Gary P. Laticone</u> <i>(Printed or typed)</i> Title: <u>Asst. V.P.</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/27/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2835562 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DANIEL E. CHURCH, MICHAEL P. O'BRIEN, MATTHEW R. BLAISDELL, RYAN M. STEVENS, PAULA J. CANTARA, CHRISTINE M. HOSMER, GARY P. LAPIERRE, MARK J. STEVENS, JOINTLY OR SEVERALLY

of CONCORD and State of NH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of APRIL A.D., 2020.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 27th day of APRIL A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of October A.D., 2020

Handwritten date: October 30, 2020



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

## CONTRACTOR PREQUALIFICATION STATUS

	M = MARINE		P = PAVING		T/L = TRAFFIC SIGNALS/LIGHTING		Bldg = BUILDING		NOTE: "Specialty" contractors are not included in this list.			
	ADDRESS				EXPIRATION	YRS	DATE					
<u>VENDOR NAME</u>	<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>CATEGORY</u>	<u>YRS</u>	<u>DATE</u>					
A H GROVER, INC.	P.O. BOX 307	CUMBERLAND CENTER	ME	04021-0307	H	3	3/1/2025					
ALL STATES CONSTRUCTION, INC	PO BOX 91, 325 AMHERST ROAD	SUNDERLAND	MA	01375	P	3	3/1/2027					
BENCHMARK CONSTRUCTION	34 THOMAS DRIVE	WESTBROOK	ME	04092	Bldg	3	3/1/2027					
BOWMAN CONSTRUCTORS	552 MOOSEHEAD TRAIL / PO BOX 156	NEWPORT	ME	04953	Bldg	3	3/1/2027					
CHESTERFIELD ASSOCIATES INC	PO Box 1229	WESTHAMPTON BEACH	NY	11978	H, B, M	1	3/1/2025					
CIANBRO CORPORATION	PO BOX 1000 101 CIANBRO SQUARE	PITTSFIELD	ME	04967	B, M, Bldg, T/L	3	3/1/2025					
COASTAL ROAD REPAIR	590 BRIDGTON ROAD	WESTBROOK	ME	04092	P	1	3/1/2025					
CONSIGLI CONSTRUCTION CO, INC	15 FRANKLIN STREET	PORTLAND	ME	04101	BLDG	3	3/1/2025					
C P M CONSTRUCTORS	PO BOX B / 30 BONNEY STREET	FREEPORT	ME	04032	H, B, M	3	3/1/2027					
CROOKER CONSTRUCTION LLC	P.O. BOX 5001	TOPSHAM	ME	04086-5001	H, P	3	3/1/2027					
DAGLE ELECTRICAL CONSTRUCTION CORP	68 IINDUSTRIAL WAY	WILMINGTON	MA	01887	H, T/L	1	3/1/2025					
DAYTON SAND & GRAVEL	928 GOODWIN MILLS ROAD	DAYTON	ME	04005	P	1	3/1/2025					
DEARBORN BROTHERS CONSTRUCTION, INC.	999 NARRAGANSETT TRAIL	BUXTON	ME	04093	H	3	3/1/2027					
DOTEN'S CONSTRUCTION INC	396 US ROUTE 1, SUITE 1	FREEPORT	ME	04032	BLDG	3	3/1/2027					
D P PORTER CONTRACTORS INC	144 POND HILL ROAD	BROOKS	ME	04921	BLDG	3	3/1/2027					

<u>VENDOR NAME</u>	<u>ADDRESS</u>						<u>EXPIRATION DATE</u>
	<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>CATEGORY</u>	<u>YRS</u>	
ED PELLETIER & SONS, CO.	PO BOX 475 17 SIDING ROAD	MADAWASKA	ME	04756	H	3	3/1/2027
E L VINING & SON INC.	PO BOX 250, (563 TOWN FARM ROAD)	WEST FARMINGTON	ME	04938	H	3	3/1/2027
ELECTRIC LIGHT COMPANY INC	ONE MORGAN WAY	CAPE NEDDICK	ME	03902	T/L	1	3/1/2025
ENTERPRISE ELECTRIC, INC	46 CAPITOL AVE	LISBON FALLS	ME	04252	T/L	1	3/1/2025
EUROVIA ATLANTIC COAST	PO BOX 31635	CHARLOTTE	NC	28231	H, B, P	3	3/1/2025
F C WORKS & SONS, INC.	774 MOOSEHEAD TRAIL	JACKSON	ME	04921	H	1	3/1/2025
FRAZIER SIGNAL TECHNOLOGIES LLC	1506 STATE STREET, SUITE 106	VEAZIE	ME	04401	T/L	1	3/1/2025
GANNESTON CONSTRUCTION CORP	P O BOX 27 / 3025 NORTH BELFAST AVENUE	AUGUSTA	ME	04332- 0027	Bldg	3	3/1/2026
GENDRON CORP dba GENDRON & GENDRON INC.	PO BOX 1913 50 Alfred Plourde Parkway	LEWISTON	ME	04241- 1913	H	3	3/1/2027
GENERAL CONTRACTOR VAUGHN D THIBODEAU III	924 ODLIN ROAD	BANGOR	ME	04401	P	3	3/1/2026
GEORGE HARMS CONSTRUCTION GLIDDEN EXCAVATING & PAVING, INC.	PO BOX 817	FARMINGDALE	NJ	07727	H, B, P, M, T/L, Bldg	1	3/1/2025
GORDAN CONTRACTING	326 NEW PORTLAND ROAD	GORHAM	ME	04038	H, P	3	3/1/2025
GORHAM SAND & GRAVEL, INC.	627 NORTH DEXTER ROAD	SANGERVILLE	ME	04479	H	1	3/1/2025
GREAT FALLS BUILDERS, INC.	20 MECHANIC STREET	GORHAM	ME	04038	Bldg	3	3/1/2027
HAGAR ENTERPRISES	53 BISCAY ROAD	DAMARISCOTTA	ME	04543	H, P	1	3/1/2025
H E CALLAHAN CONSTRUCTION CO	PO BOX 677	AUBURN	ME	04212	Bldg	3	3/1/2027
HIGHWAY REHABILITATION CORP	2258 ROUTE 22	BREWSTER	NY	10509	P	1	3/1/2025
HOPKINS PAVING LLC	800 COLDBROOK ROAD	HERMON	ME	04401	P	1	3/1/2025

<u>VENDOR NAME</u>	<u>ADDRESS</u>						<u>YRS</u>	<u>EXPIRATION DATE</u>
	<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>CATEGORY</u>			
HUGHES BROTHERS INC.	719 MAIN ROAD NORTH	HAMPDEN	ME	04444	H	3	3/1/2025	
JORDAN EXCAVATION	479 MAIN STREET	KINGFIELD	ME	04947	H	1	3/1/2025	
KIEWIT INFRASTRUCTURE CO.	1550 MIKE FAHEY STREET	OMAHA	NE	68102	B, P, M	1	3/1/2025	
KNOWLES INDUSTRIAL SERVICES CORP.	295 NEW PORTLAND ROAD	GORHAM	ME	04038	B, Bldg	1	3/1/2025	
LANDRY/FRENCH CONSTRUCTION COMPANY	160 PLEASANT HILL ROAD	SCARBOROUGH	ME	04074	Bldg	3	3/1/2027	
LANGFORD & LOW, INC.	PO BOX 662	PORTLAND	ME	04103	Bldg	3	3/1/2027	
LEDGEWOOD CONSTRUCTION CO., INC	27 MAIN STREET	SOUTH PORTLAND	ME	04106	Bldg	3	3/1/2027	
MAINE EARTH	283 WESTERN AVE	HAMPDEN	ME	04444	H	3	3/1/2025	
MCGEE CONSTRUCTION	537 HIGH STREET	WEST GARDINER	ME	04345	H	3	3/1/2027	
MCGILLAN INC	5 MCGILLAN DRIVE	FT. FAIRFIELD	ME	04742	H	3	3/1/2025	
MIDDLESEX CORPORATION	ONE SPECTACLE POND ROAD	LITTLETON	MA	01460	B, H, P, M	1	3/1/2025	
MOULISON ELECTRIC INC	P.O. BOX 348	BIDDEFORD	ME	04005-0348	T/L	1	3/1/2025	
NEW ENGLAND INFRASTRUCTURE INC	16 BRENT DRIVE	HUDSON	MA	01749	B	1	3/1/2025	
NICKERSON & O' DAY, INC.	PO BOX 911	BANGOR	ME	04402	Bldg	3	3/1/2027	
PC CONSTRUCTION COMPANY	193 TILLEY DRIVE	SOUTH BURLINGTON	VT	05403	Bldg	3	3/1/2027	
PECKHAM ROAD CORP	438 VAUGHN ROAD	HUDSON FALLS	NY	12839	P	1	3/1/2025	
PETERS CONSTRUCTION	PO BOX 61	GORHAM	ME	04038	H	1	3/1/2025	
PIKE INDUSTRIES, INC.	95 WESTERN AVENUE	FAIRFIELD	ME	04937	H, P	3	3/1/2025	
PRATT & SONS INC.	PO BOX 236 225 HARRIS RD.	MECHANIC FALLS	ME	04256-0236	H	3	3/1/2025	

<u>VENDOR NAME</u>	<u>ADDRESS</u>						<u>EXPIRATION DATE</u>
	<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>CATEGORY</u>	<u>YRS</u>	
PROCK MARINE CO.	67 FRONT STREET	ROCKLAND	ME	04841	B, M	3	3/1/2027
R F JORDAN AND SONS	85 WATER STREET	ELLSWORTH	ME	04605	H, M	3	3/1/2026
R J GRONDIN & SONS, INC.	11 BARTLETT ROAD	GORHAM	ME	04038	H	3	3/1/2027
R S AUDLEY, INC.	1113 ROUTE 3A	BOW	NH	03304	H, B	3	3/1/2025
RALPH MCNAUGHTON CONSTRUCTION	88 EXETER ROAD	CORINNA	ME	04928	Bldg	3	3/1/2027
REED & REED, INC.	PO BOX 370	WOOLWICH	ME	04579-0370	B, M, Bldg	3	3/1/2025
ROADSAFE TRAFFIC SYSTEMS, INC.	55 BODWELL STREET	AVON	MA	02322	T/L	1	3/1/2025
S & R CORPORATION	706 BROADWAY ST	LOWELL	MA	01854	B, H, M	1	3/1/2025
S.U.R. CONSTRUCTION INC	PO BOX 720	ROCHESTER	NH	03866	H	3	3/1/2027
SARGENT CORPORATION	PO BOX 435	STILLWATER	ME	04489	H, B, Bldg	3	3/1/2025
SCOTT CONSTRUCTION	95 McALISTER FARM ROAD	PORTLAND	ME	04103	B	3	3/1/2025
SHAW BROTHERS CONSTRUCTION, INC.	PO BOX 69 (511 MAIN STREET)	GORHAM	ME	04038-0069	H, P	3	3/1/2027
SHERIDAN CORPORATION	PO BOX 359	FAIRFIELD	ME	04937	Bldg	3	3/1/2027
SODERBERG COMPANY, INC.	460 YORK STREET	CARIBOU	ME	04736	H	3	3/1/2025
SODERBERG COMPANY, INC.	460 YORK STREET	CARIBOU	ME	04736	P	1	3/1/2025
SOUTHERN ROAD & BRIDGE LLC	715 WESLEY AVENUE	TARPON SPRINGS	FL	34689	B, H, M	1	3/1/2025
SPS NEW ENGLAND, INC.	98 ELM STREET	SALISBURY	MA	01952	B, H, M	1	3/1/2025
STEELSTONE INDUSTRIES	P O BOX 746	HOULTON	ME	04730	P	3	3/1/2027
ST LAURENT AND SON INC	20 HIGHLAND SPRING RD	LEWISTON	ME	04240	H	3	3/1/2027

<u>VENDOR NAME</u>	<u>ADDRESS</u>						<u>EXPIRATION DATE</u>
	<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>CATEGORY</u>	<u>YRS</u>	
STRUCTURAL TECHNOLOGIES, LLC	10150 OLD COLUMBIA ROAD	COLUMBIA	MD	21046	B, M	1	3/1/2025
STRUCTURE TONE LLC	50 STILES ROAD, SUITE 105	SALEM	NH	03079	Bldg	3	3/1/2027
T BUCK CONSTRUCTION INC.	302B AUBURN ROAD	AUBURN	ME	04282	H, B, Bldg	3	3/1/2025
THE GORMAN GROUP LLC	200 CHURCH STREET	ALBANY	NY	12202	H, P	1	3/1/2025
WYMAN & SIMPSON, INC.	910 MAIN STREET, RTE 197 PO BOX 40	RICHMOND	ME	04357-0040	H, B, M	3	3/1/2027

**SHAW BROTHERS CONSTRUCTION, INC.**

I, Peter S. Plumb, Clerk of SHAW BROTHERS CONSTRUCTION, INC. certify that the following named individuals hold the offices set forth opposite their respective names as of the date below:

President:	Jonathan E. Shaw
Treasurer:	Daniel H. Shaw
Vice-President:	Thomas B. Biegel
Clerk:	Peter S. Plumb

I further certify that the following are true and exact copies of resolutions of the Corporation's Board of Directors and that said resolutions have not been altered or amended to the date of this certificate:

VOTED: To authorize the President, Vice-President and Treasurer of SHAW BROTHERS CONSTRUCTION, INC., or any one of them, to make verbal and written bids on behalf of the Corporation for construction work of any type and nature, including but not limited to earth work, road work, sidewalk work, foundation work and all other manner of work which can be reasonably described as construction work to any organization, whether public or private, anywhere within the State of Maine, at any time, and to fill out, execute and sign on behalf of the Corporation any and all documents which may be required from time to time by the person or organization or governmental entity seeking the bid.

Dated: June 26, 2024

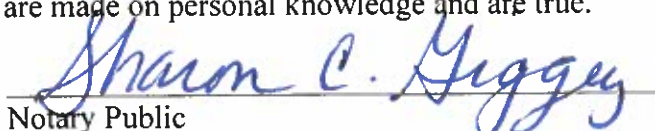


Peter S. Plumb, Clerk

State of Maine  
Cumberland, ss.

June 26, 2024

Personally appeared before me the above-named Peter S. Plumb in his capacity as Clerk and made oath that the foregoing statements are made on personal knowledge and are true.



Notary Public

**SHARON C. GIGGEY**  
**NOTARY PUBLIC**  
**STATE OF MAINE**  
**MY COMMISSION EXPIRES JULY 24, 2025**



## Bid Estimate Worksheet





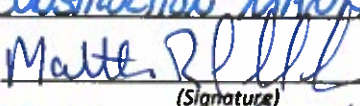

**Shaw Brothers Construction, Inc.**  
 341 Mosher Road, PO Box 69  
 Gorham, Maine 04038  
 Phone: 207-839-2552  
 Fax: 207-839-6239

**LIST OF SUBS AND SUPPLIERS**

<b>Project:</b>	Old Orchard Road MPI Paving WIN 027768.00
<b>Owner:</b>	Town of Old Orchard Beach
<b>Bid Date:</b>	October 10, 2024
<b>Subs:</b>	Milling: Coastal Road Repair Striping: Fineline Flagging: Ace Detective & Security Agency
<b>Suppliers:</b>	n/a

**SECTION 00430**

**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b> GLIDDEN EXCAVATING &amp; PAVING, INC.  <b>Name:</b> [Full formal name of Bidder]  <b>Address (principal place of business):</b>                  [Address of Bidder's principal place of business]                  326 NEW PORTLAND ROAD                  GORHAM, ME 04038</p>	<p><b>Surety</b> BERKLEY INSURANCE COMPANY  <b>Name:</b> [Full formal name of Surety]  <b>Address (principal place of business):</b>                  [Address of Surety's principal place of business]                  475 STEAMBOAT ROAD                  GREENWICH, CT 06830</p>
<p><b>Owner</b> TOWN OF OLD ORCHARD BEACH  <b>Name:</b> [Full formal name of Owner]  <b>Address (principal place of business):</b>                  [Address of Owner's principal place of business]                  1 PORTLAND AVENUE                  OLD ORCHARD BEACH, ME 04064</p>	<p><b>Bid</b>  <b>Project (name and location):</b>                  [Owner project/contract name, and location of the project] OLD ORCHARD ROAD M.P.I. PAVING PROJECT, OLD ORCHARD BEACH, ME, WIN 027768.00, WP PROJECT NO. 21859   <b>Bid Due Date:</b> OCTOBER 10, 2024                  [Enter date bid is due]</p>
<p><b>Bond</b>  <b>Penal Sum:</b> [Amount] FIVE PERCENT OF ATTACHED BID *5%*  <b>Date of Bond:</b> [Date] OCTOBER 1, 2024</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Bidder</b>                  GLIDDEN EXCAVATING &amp; PAVING, INC.  <i>(Full formal name of Bidder)</i></p>	<p><b>Surety</b>                  BERKLEY INSURANCE COMPANY  <i>(Full formal name of Surety) (corporate seal)</i></p>
<p><b>By:</b>   <i>(Signature)</i></p>	<p><b>By:</b>   <i>(Signature) (Attach Power of Attorney)</i></p>
<p><b>Name:</b> STEVEN A. PIELA  <i>(Printed or typed)</i></p>	<p><b>Name:</b> JOLINE L. BINETTE  <i>(Printed or typed)</i></p>
<p><b>Title:</b> CONSTRUCTION MANAGER</p>	<p><b>Title:</b> ATTORNEY-IN-FACT</p>
<p><b>Attest:</b>   <i>(Signature)</i></p>	<p><b>WITNESS:</b>   <i>(Signature)</i></p>
<p><b>Name:</b> Matthew R. Pallaban  <i>(Printed or typed)</i></p>	<p><b>Name:</b> JESSICA L. HUGHES  <i>(Printed or typed)</i></p>
<p><b>Title:</b> P.M.</p>	<p><b>Title:</b></p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**END OF SECTION**

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Robert E. Shaw, Jr.; Heidi Rodzen; Joline L. Binette; Melanie A. Bonnevie; Samuel M. Goulet; Kenneth J. Coco; or Benjamin Shaw of Skillings - Shaw & Associates, Inc. of Auburn, ME* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of January, 2024.



Attest:

By

Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of January, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

under my hand and seal of the Company, this 1ST day of OCTOBER, 2024.



Vincent P. Forte  
Vincent P. Forte

# GLIDDEN

Excavating & Paving, Inc.

October 10, 2024

Town of Old Orchard Beach  
Attn: Diana Asanza/Chris White/Jaime Wallace

RE: Old Orchard Road M.P.I. Paving Project, WIN 027768.00

In accordance with the "BID FORM", the following is the list of the subcontractors/suppliers that Glidden Excavating & Paving, Inc. intends to use for the above referenced project.

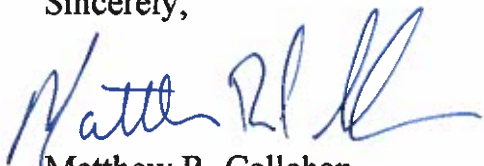
HMA Supplier: Pike Industries

Striping Subcontractor: On The Line, Inc.

Milling Subcontractor: Coastal Road Repair

Thank you for your time. If you have any questions please contact me at (207) 856-9990 or email me at [matt@gliddenpaving.com](mailto:matt@gliddenpaving.com).

Sincerely,



Matthew R. Callahan  
Project Manager

Cc. Project File

SECTION 00410BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

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

**Old Orchard Road M.P.I. Paving Project**

**WIN 027768.00**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Contractor's Maine DOT prequalification status for paving;

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES***Base Bid Items*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum, unit price and allowance items.
- B. Bidder acknowledges that:
  1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents (estimated "\*\*").

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	Lump Sum	1	\$34,000.00	\$ 34,000.00
2	Traffic Control and Regulation	Lump Sum	1	\$80,000.00	\$ 80,000.00
3	Mill Pavement (2-inch depth)	SY	8400	\$3.00	\$ 25,200.00
4	Pavement Butt Joint	SY	10	\$30.00	\$ 300.00
5	Hot Mix Asphalt, 9.5 mm (Shim)	TON	240	\$137.00	\$ 32,880.00
6	Hot Mix Asphalt, 9.5 mm (Surface)	TON	700	\$117.00	\$ 81,900.00
7	Driveway Pavement, 9.5 mm (Hand Placed)	TON	45	\$215.00	\$ 9,675.00
8	Raise and Lower Manhole and Catch Basin Structures	EA	22	\$1,735.00	\$ 38,170.00
9	Remove and Replace Bituminous Curbing	LF	2500	\$12.25	\$ 30,625.00
10	Loam & Seed	SY	600	\$13.00	\$ 7,800.00
11	Pavement Markings	LS	1	\$5,300.00	\$ 5,300.00
Total Base Bid					\$ 345,850.00

# 345,850.00  
 (mre)

ARTICLE 4—DELETED

ARTICLE 5—DELETED

**ARTICLE 6—TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 7.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	9/27/2024

**ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all Domestic Preference requirements.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.



9. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Glidden Excavating & Paving, Inc.  
(typed or printed name of organization)

By:

*M. A. P.*  
(individual's signature)

Name:

STEVEN A PIELA  
(typed or printed)

Title:

CONSTRUCTION MANAGER  
(typed or printed)

Date:

10/10/2024 *(MAD)*  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

*Matthew R Callahan*  
(individual's signature)

Name:

Matthew R. Callahan  
(typed or printed)

Title:

P.M.  
(typed or printed)

Date:

10/10/2024  
(typed or printed)

Address for giving notices:

326 New Portland Road  
Gorham, ME 04038

Bidder's Contact:

Name:

Matthew R. Callahan  
(typed or printed)

Title:

P.M.  
(typed or printed)

Phone:

(207) 856-9990, ext. 14

Email:

matte@gliddenpaving.com

Address:

326 New Portland Road  
Gorham, ME 04038

Bidder's Contractor License No.: (if applicable)

N/A

END OF SECTION



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Janet T. Mills  
GOVERNOR

Bruce A. Van Noto  
COMMISSIONER

February 18, 2022

Glidden Excavating & Paving, Inc.  
326 New Portland Road  
Gorham, ME 04038

RE: Notice of Prequalification Renewal

This letter is to confirm that The Maine Department of Transportation's Prequalification Review Committee has renewed your prequalification status for 2022.

This is your official notification that your company is now prequalified for projects in the following categories:

Highway Construction  
Paving

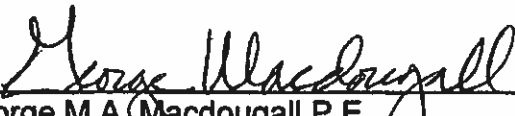
Congratulations on retaining your prequalification status in these areas.

Your renewed prequalification will expire on March 1, 2025. You may expect to receive information from our office late next fall or early next winter regarding how to renew it at that time.

In the meantime, should you have any questions regarding your prequalification status, please feel free to contact my assistant at the address on our letterhead, by e-mail at [Angela.Latno@maine.gov](mailto:Angela.Latno@maine.gov), by fax at 207-624-3401 or by phone at 207-624-3519.

Sincerely,

MAINE DEPARTMENT OF TRANSPORTATION  
Bruce Van Noto, Commissioner

By   
George M.A. Macdougall P.E.,  
Contracts and Specifications Engineer  
Bureau of Project Development

GM/AML

**CLERK'S CERTIFICATE**  
**GLIDDEN EXCAVATING & PAVING, INC.**

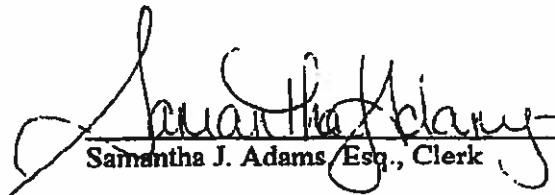
I, Samantha J. Adams, of Portland, County of Cumberland and State of Maine, do hereby certify that I am the duly elected and qualified Glidden Excavating & Paving, Inc., a Maine Corporation duly organized and existing under the laws of the State of Maine, and having a mailing address of 326 New Portland, Maine 04038.

I certify that Earle Glidden, President, Todd Griffeth, Vice President, Lisa Glidden, Secretary, and Steven Piela, Construction Manager, are duly authorized either jointly or severally, with full authority to execute and deliver in the name of and on behalf of this corporation any documents binding the corporation with respect to signing any and all new bids as well as signing any and all resulting contract documentation.

I certify that the ESOP Trustee Committee are Earle Glidden, Todd Griffeth and Lisa Glidden, and they remain as such on the date of this Certificate.

I further certify that the Articles of Incorporation and the By-Laws of this corporation have been duly enacted, completed, and implemented under the appropriate statutes of this State and by due vote of the Shareholders of the Corporation, that said Articles of Incorporation and By-Laws are valid and in full force and effect, and that the Corporation is duly incorporated and in good standing under the laws of Maine.

IN WITNESS WHEREOF, I have hereunto set my hand in my official capacity as the Clerk of this corporation, duly authorized thereto, this 11 day of April, 2023.

  
Samantha J. Adams Esq., Clerk

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	Lump Sum	1	\$ 80,000.00	\$ 80,000.00
2	Traffic Control and Regulation	Lump Sum	1	\$ 62,000.00	\$ 62,000.00
3	Mill Pavement (2-inch depth)	SY	8400	\$ 3.25	\$ 27,300.00
4	Pavement Butt Joint	SY	10	\$ 22.50	\$ 225.00
5	Hot Mix Asphalt, 9.5 mm (Shim)	TON	240	\$ 125.00	\$ 30,000.00
6	Hot Mix Asphalt, 9.5 mm (Surface)	TON	700	\$ 125.00	\$ 87,500.00
7	Driveway Pavement, 9.5 mm (Hand Placed)	TON	45	\$ 225.00	\$ 10,125.00
8	Raise and Lower Manhole and Catch Basin Structures	EA	22	\$ 1,400.00	\$ 30,800.00
9	Remove and Replace Bituminous Curbing	LF	2500	\$ 13.00	\$ 32,500.00
10	Loam & Seed	SY	600	\$ 17.50	\$ 10,500.00
11	Pavement Markings	LS	1	\$ 2,415.00	\$ 2,415.00
Total Base Bid					\$ 373,345.00

Coastal Road Repa

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 7.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

SECTION 00410BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

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

**Old Orchard Road M.P.I. Paving Project**

**WIN 027768.00**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Contractor's Maine DOT prequalification status for paving;

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES***Base Bid Items*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum, unit price and allowance items.
- B. Bidder acknowledges that:
  1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents (estimated "\*\*").

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
# 1	9/27/2024

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

*Coastal Road Repair*

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all Domestic Preference requirements.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**8.02 Bidder's Certifications**

**A. The Bidder certifies the following:**

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



BIDDER hereby submits this Bid as set forth above:

Bidder: Coastal Road Repair LLC  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Name: Eric Deschambault  
(typed or printed)

Title: President  
(typed or printed)

Date: 10/10/2024  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]  
(individual's signature)

Name: Angelo Salvaggio  
(typed or printed)

Title: Contracts  
(typed or printed)

Date: 10/10/2024  
(typed or printed)

Address for giving notices:  
590 Bridgton Road  
Westbrook, ME 04092

Bidder's Contact:  
Name: Eric Deschambault  
(typed or printed)

Title: President  
(typed or printed)

Phone: 207-893-8923

Email: eric@crrme.com

Address: 590 Bridgton Road  
Westbrook, ME 04092

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

**END OF SECTION**

**Old Orchard Beach: Bid Old Orchard Road MPI Paving Project  
027768.00**

	<b>Name and Address of Materials Supplier</b>	<b>Materials to be Supplied</b>
1	<b>Shaw Brothers Gorham, ME</b>	<b>HMA</b>
2		
3	<b>L&amp;D Safety Markings</b>	<b>Pavement Markings</b>
4		
5		
6		
7		

	<b>Name and Address of Contractor</b>	<b>Service or Trades to be Supplied</b>	
1	<b>Keenan Excavating-Scarborough</b>	<b>Manhole/Catch Basin Adjust</b>	
2	<b>L&amp;D Safety Markings</b>	<b>Pavement markings</b>	
3			
4			
5			
6			
7			



Janet T. Mills  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Bruce A. Van Note  
COMMISSIONER

February 19, 2024

Coastal Road Repair  
590 Bridgton Road  
Westbrook, Maine 04092

RE: Notice of Prequalification Renewal

This letter is to confirm that The Maine Department of Transportation's Prequalification Review Committee has renewed your prequalification status for 2024.

This is your official notification that your company is now prequalified for projects in the following categories:

Paving

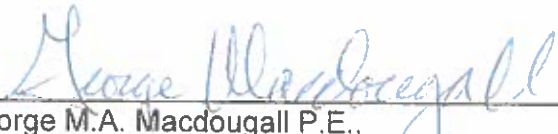
Congratulations on retaining your prequalification status in these areas.

Your renewed prequalification will expire on March 1, 2025. You may expect to receive information from our office late next fall or early next winter regarding how to renew it at that time.

In the meantime, should you have any questions regarding your prequalification status, please feel free to contact my assistant at the address on our letterhead, by e-mail at [Angela.Latno@maine.gov](mailto:Angela.Latno@maine.gov), by fax at 207-624-3401 or by phone at 207-624-3519.

Sincerely,

MAINE DEPARTMENT OF TRANSPORTATION  
Bruce Van Note, Commissioner

By   
George M.A. Macdougall P.E.,  
Contracts and Specifications Engineer  
Bureau of Project Development

GM/AML



590 Bridgton Rd  
Westbrook, ME 04092  
207-893-8923

Jan 1, 2017

Eric Deschambault has full authority as President to sign for Coastal Road  
Repair, LLC.

Eric Deschambault, President

Witness: CherylAnn Despina



---COASTAL ROAD REPAIR---

590 Bridgton Road  
Westbrook, ME 04092  
207-893-8923

October 10<sup>th</sup>, 2024

Town of Old Orchard Beach, Maine  
Office of the Town Manager  
Old Orchard Road MPI Paving Project  
WIN(s): 027768.00

RE: Bid Documents

Good afternoon,

Coastal Road Repair, LLC attempted to contact representatives of the Town of Old Orchard Beach, Maine with questions regarding bid documents for an acceptable bid submission for the above referenced project on Thursday, 10/10/24. The documents in question are "D" & "E" from "Article 2" in "Section 00410." CRR's questions were not able to be answered prior to the bid being submitted.

Coastal Road Repair, LLC does not currently possess documents "D" & "E" and is requesting that if these documents are in fact required, that the documents will be allowed to be submitted to and accepted by the Town of Old Orchard Beach after the bid date.

Should you have any questions or concerns regarding this proposal, please feel free to contact Coastal Road Repair.

Sincerely,

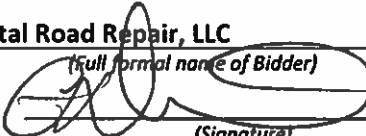
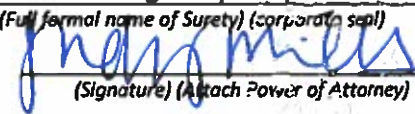

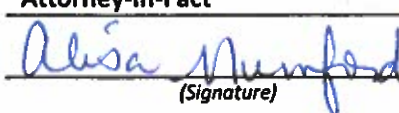
A handwritten signature in black ink, appearing to read 'Angelo Salvaggio'.

Angelo Salvaggio  
Coastal Road Repair, LLC

Coastal Road Repair, LLC  
590 Bridgton Road  
Westbrook, ME 04092  
O: 207-893-8923 / F: 207-218-0267  
[www.coastalroadrepair.com](http://www.coastalroadrepair.com)

## SECTION 00430

BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Coastal Road Repair, LLC Address (principal place of business): 590 Bridgton Road Westbrook, ME 04092	<b>Surety</b> Name: Merchants Bonding Company (Mutual) Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498
<b>Owner</b> Name: Town of Old Orchard Beach Address (principal place of business): 1 Portland Avenue Old Orchard Beach, ME 04064	<b>Bid</b> Project (name and location): Old Orchard Road M.P.I. Paving Project Old Orchard Beach, Maine  Bid Due Date: October 10, 2024
<b>Bond</b> Penal Sum: Five Percent of the Enclosed Bid (5%) Date of Bond: October 10, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> Coastal Road Repair, LLC <small>(Full formal name of Bidder)</small>	<b>Surety</b> Merchants Bonding Company (Mutual) <small>(Full formal name of Surety) (corporate seal)</small>
By:  <small>(Signature)</small>	By:  <small>(Signature) (Attach Power of Attorney)</small>
Name: Eric Deschamps <small>(Printed or typed)</small>	Name: Judy Mills <small>(Printed or typed)</small>
Title: President	Title: Attorney-in-Fact
Attest:  <small>(Signature)</small>	Attest:  <small>(Signature)</small>
Name: Angelo Sufryno <small>(Printed or typed)</small>	Name: Alisa Mumford <small>(Printed or typed)</small>
Title: Contracts	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

EJCDC® C-430, Bid Bond (Penal Sum Form).

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Guidelines Page 1 of 2

WIN 027768.00

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**END OF SECTION**



# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alice Dyer; Jonathan Cross; Judy Mills; Natasha Jeskey; Royce M Cross; Sarah Pierce; Woodrow Cross II

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

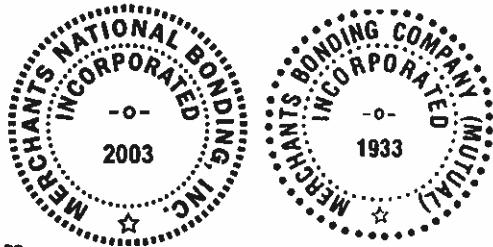
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

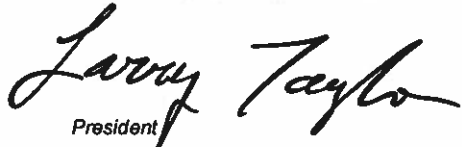
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

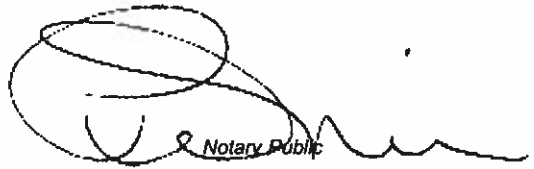
By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 16th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

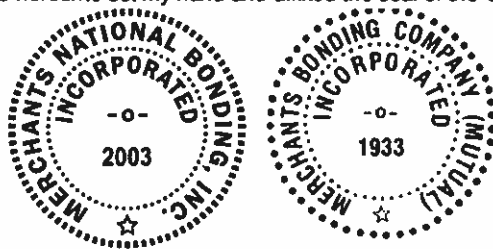


(Expiration of notary's commission does not invalidate this instrument)

  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of October, 2024.



  
Secretary



## **AGENDA ITEM #8639**

**Discussion with Action:** Approve addendum #1 to the contract between Grant Rite Management Corp. and the Town of Old Orchard Beach to increase the amount to \$225,000 and extend the term to 6/30/2026 for FEMA grant management assistance from account #31131-50563 FEMA Storm Damages Expense. Their services are eligible for FEMA reimbursement under the administrative eligibility of 5% of the Town's obligated reward.

Chair: Shawn O'Neill

**AMENDMENT #1**  
**AGREEMENT BETWEEN**  
**TOWN OF OLD ORCHARD BEACH AND GRANT RITE MANAGEMENT,**  
**CORP**

This amendment made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Old Orchard Beach with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064 (hereinafter referred to as "Town"); and **GRANT RITE MANAGEMENT CORP.** with a mailing address of **300 CYPRESS STREET, UNIT 622, LIVERPOOL, NY 13088** (hereinafter referred to as "Contractor").

WHEREAS, an Agreement was entered on July 17, 2024 between the TOWN and the CONTRACTOR,

WHEREAS, the CONTRACTOR provided a schedule to perform all the work for the FEMA Disaster Declaration of January 2024 DR-4764 and the Town's claim, with an anticipated date of July 1, 2024 through June 30, 2025,

WHEREAS, this AMENDMENT will extend the contract schedule and contract amount based on the remaining work associated with the FEMA Disaster Declaration Claim DR-4764, including several large, highly complex FEMA PA projects that are in various stages of formulation, from July 1, 2024 through June 30, 2025 to July 1, 2024 through June 30, 2026, and contract amount from \$75,000 to \$225,000.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable consideration, it is hereby agreed to acknowledge by and between CLIENT and CONTRACTOR to amend the AGREEMENT as follows:

The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.

The scope shall be as described as follows:

Grant Consulting Services: July 1, 2024, through June 30, 2026

The fee shall be increased from \$75,000 to \$225,000

IN WITNESS WHEREOF, the parties have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

TOWN:

BY: \_\_\_\_\_

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

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

CONTRACTOR:

BY: \_\_\_\_\_

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

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



November 13, 2024

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

Dear Diana,

Grant Rite Management Corporation (GRM) appreciates this opportunity to submit the attached proposal for your consideration in follow up to our recent conversation regarding GRM continuing to provide Grant Consulting Services to Old Orchard Beach (the Town). As discussed, based on the current scope of the remaining workload, including several large, highly complex FEMA PA projects that are in various stages of formulation, we are proposing to extend our original contract amount of \$75,000 (July 1, 2024 through June 30, 2025) to \$225,000 for the period beginning July 1, 2024 and ending June 30, 2026. Please see the list of OOB projects that we are working on attached at the end of this proposal.

GRM has decades of specialized experience and is prepared to dedicate highly qualified staff to provide the Grant Consulting Services outlined in the attached proposal. We offer expertise drawn from several years of experience as Grants Management and Disaster Recovery Consultants specializing in the FEMA PA policy and program, and grant research, writing, and compliance for municipalities as well as large and diverse public utilities, and private non-profits across the country. We recognize the various challenges faced by the Town, including financial objectives and constraints, regulatory requirements for infrastructure improvements that the Town must comply with, the increasing frequency of damaging storms and flooding, and the multiple disaster declarations in York County over the last nearly 2 years. GRM is equipped and well-positioned to respond to the Town's needs and maximize the available funding to best serve the Town's objectives.

We know the programs and policies and specialize in guiding clients through the claims process. Our goal is to maximize eligible reimbursements and make our clients whole again following a presidentially declared disaster. Our strength is coming up with novel approaches to problems and suggesting innovative solutions to help clients recover faster. We know and understand the rules and key players and have years of experience negotiating on behalf of our clients. The result of our work — the millions of dollars we have helped secure for our clients — is proof of our success and expertise in disaster recovery and FEMA grant programs.

We welcome the opportunity to provide our services to the Town of Old Orchard Beach and look forward to discussing further at your convenience.

Sincerely,

*Thomas A. Aloii Jr.*

Thomas A. Aloii, Jr.  
Grant Rite Management Corporation  
CEO, Senior DR and Grants Consultant

## Professional Information and Qualifications

### Introduction

---

Grant Rite Management Corporation (GRM) has more than 80 years of combined experience providing Grant Consulting Services including disaster recovery and grant management consulting services to municipalities, public entities, and private nonprofits. We have significant experience representing municipal clients such as the City of Hoboken, Town of Kearny, and City of Jersey City, among others. We also assist MaineHealth, one of the largest integrated healthcare networks in the northeast consisting of 10 hospitals and 32 laboratory facilities, the North Hudson Sewerage Authority, Jersey City Municipal Utilities Authority, and several other public utilities and Boards of Education/public school districts in securing necessary funding through the FEMA Public Assistance (PA) program and various other federal, state, and local funding programs for disaster-related reimbursements, infrastructure repairs and upgrades, security improvements, energy improvements, code upgrades, hazard mitigation, community resiliency, sustainable/green infrastructure, and other community revitalization projects.

### Name of Firm & Principal Place of Business

---

Grant Rite Management Corporation  
300 Cypress Street, #622  
Liverpool, New York 13088

### Key Personnel & Qualifications

---

The following personnel would be the team assigned to all projects for the Town of Old Orchard Beach (the Town). Please also see the bios included below for more detail on each team member's education, experience, qualifications, number of years with GRM, and an overview of experience with projects similar to those the Town has outlined in the Request for Proposals.

**Tom Aloï, Chief Executive Officer:** Senior Grants Management/Disaster Recovery Consultant. Tom will be the primary agent responsible for meeting contractual commitments between GRM and the Town. Tom has an extensive background in grant management consulting, including Disaster Recovery and other local, state, and federal grant programs. He also specializes in program management and audit support. Tom formed Grant Rite Management in 2015. Please see Tom's bio for more detail on his professional experience, education, and certifications.

**Laura DeFuria, Chief Operating Officer:** Senior Grants Management/Disaster Recovery Consultant. Laura will manage and oversee GRM's work with Old Orchard Beach and lead communication with Town officials and funding agency officials. She will work with Town officials to develop executive level strategy and ensure funding program compliance. She will also help resolve any complex policy-related or eligibility issues the Town may encounter and support project-related communication, coordination, and other grants management services as required. Laura is a highly experienced grant writer in various federal, state, and local funding programs, as well as a strategy and communications specialist with 17 years of grant program development, administration, and management experience, and 12 years of Disaster Recovery consulting experience (FEMA PA, CARES Act, American Rescue Plan Act, various local, state, and federal grant programs). She has been with GRM for more than 8 years. Please see the bio included below for more details on Laura's professional experience and education.

**Scott Harlan, DR Project Manager:** Senior Disaster Recovery Consultant. Scott will be responsible for FEMA Project Worksheet (PW) formulation and day-to-day claims activities for the Town. He will scope damages, collect and process claim documentation, and prepare thorough and accurate PWs, cost estimates, and 406 hazard mitigation proposals as required/requested by the Town. Scott has more than 20 years of experience as a disaster recovery consultant/catastrophe insurance adjuster. He has managed hundreds of millions of dollars in FEMA PA claims for ice/wind/hailstorms, hurricanes, tornadoes, and earthquakes all over the country and abroad. He is a highly skilled cost estimating expert and has written thousands of Category A-G FEMA PWs for damages to roads, bridges, culverts, public housing developments, schools, parks, PNP facilities, hospitals, boat harbors, flood gates, and various other government buildings and infrastructure. Please see the bio included below for more details on Scott's professional experience and education.

**Amanda Martino, Grants and DR Project Specialist:** Grants Management/Disaster Recovery Consultant. Amanda will be a Project Specialist supporting the team in preparing and submitting the Town's disaster recovery claims and grant projects as required. Amanda is experienced in disaster recovery data analysis, claim formulation, and claim management. She has worked on various FEMA PA projects since joining GRM in 2022. Amanda is also experienced in grant research, application development, and program compliance. Notably, Amanda recently assisted a municipal client with bringing several, non-compliant, years-old grant awards back into compliance based on a Corrective Action Plan that GRM developed to address this specific hardship. Amanda helped secure period of performance extensions, completed all delinquent mandatory performance reports and financial reports, compiled project cost data and documentation, and prepared and submitted payment requests, while communicating multiple times per week with contacts from the various funding programs and providing regular status updates to the municipality's executive leadership team. Amanda's work resulted in the municipality successfully securing full reimbursement for all work completed under the grant awards, and all program suspensions prohibiting the municipality from applying for future grant funding were lifted. Please see the bio included below for more details on Amanda's professional experience and education.

**Courtney Casler, Grants and DR Project Specialist:** Grants Management/Disaster Recovery Consultant. Courtney will be a Project Specialist supporting the team in preparing and submitting the Town's FEMA claims, as required. Courtney is experienced in disaster recovery claims management, including data analysis and claims formulation for FEMA PA project categories A-G. She has worked on millions of dollars of FEMA PA, CARES Act, and American Rescue Plan Act projects since joining GRM in 2020. Courtney is also experienced in grant program development and administration and well as funding program research, and application writing for various Federal, State, and local grant programs. Courtney has been a key player in researching and developing dozens of grant applications GRM has prepared and submitted for multiple clients over the last 4 years. Please see the bio included below for more details on Courtney's professional experience and education.

**THOMAS A. ALOI, JR., CEO**

GRANTS &amp; PROJECT MANAGEMENT / DISASTER RECOVERY CONSULTANT

30 years of experience in the field of construction and project management and 20 years of Disaster Recovery experience. Skilled in all facets of Grants Management, Project Management, and Disaster Consulting. American Rescue Plan, CARES Act and FEMA Public Assistance expertise with leadership and management experience in the areas of hazard mitigation, alternative procedures, alternate projects, disaster planning, project formulation and writing, and cost estimating. Formed Grant Rite Management in 2015.

**DISASTER RECOVERY CONSULTING & GRANTS MANAGEMENT EXPERIENCE****State of New Jersey: Tropical Storm Ida**

DR & Grants Management Consultant, Various municipal clients in NJ. Grant Rite Management Corporation. August 2021-Present.

Contracted by various municipalities to manage the FEMA PA process from the initial diagnostic phase through FEMA project mapping and the claims processing phase. Preparing millions of dollars of FEMA reimbursement claims to address our clients' emergency, permanent, and hazard mitigation needs; identifying various Improvement/Least Cost Alternative projects to allow our clients the best possible recovery solutions while maximizing their eligible FEMA funding.

**COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs**

DR & Grants Management Consultant, Various Clients in NJ; CT; ME. Grant Rite Management Corporation. March 2020-Present

Contracted by various municipalities, public utilities and PNPs to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM has prepared and submitted +\$100M in COVID-related FEMA claims using FEMA's streamlined application process. GRM has also prepared and submitted municipal CARES Act claims in excess of \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

**Various State and Federal Grant Programs**

DR & Grants Management Consultant, NJ; CT; RI; MI. Grant Rite Management Corporation. March 2015-Present

Contracted by municipalities and public utilities to identify potential opportunities for infrastructure upgrades, green infrastructure improvements, 404 hazard mitigation, resiliency, security improvements through state and federal grant programs and other long-term, low-interest funding programs. GRM works with clients to understand their capital improvement plans and financial objectives and align them with the right funding opportunities to bring those objectives to life. We have successfully secured millions of dollars in grant funding for our clients across New Jersey, Connecticut, Rhode Island, and Michigan to date.

**State of New York: Hurricane Sandy Long Term Recovery**

Public Assistance Operations Lead, NYS DHSES. November 2014 – April 2015

Leadership role representing NYS DHSES in the PA reimbursement process for the Long-Term Recovery of all Sandy applicants in NYS. Responsible for managing 130 NYS DHSES contract employees (at peak staffing) and grant writing projects totaling +\$4.7B.

**State of New York: Hurricane Sandy Long Term Recovery**

Public Assistance Group Supervisor, NYS DHSES. November 2013 – November 2014

Represented NYS DHSES as the Branch Manager for the Long-Term Recovery of all Sandy applicants located in Nassau and Suffolk counties, Long Island, NY.

**State of New Jersey: Hurricane Sandy - North Hudson Sewerage Authority**

Disaster Recovery Consultant, NY. Grant Rite Management Corporation. November 2012 - Present

Supported NHSA's recovery process from initial diagnostic phase through the FEMA claims processing phase. Prepared FEMA claims to address NHSA's emergency, permanent and hazard mitigation needs; identified several projects as Improvement/Least Cost Alternative projects allowing NHSA the best possible recovery solutions while maintaining maximum FEMA funding.

**Louisiana: Hurricanes Katrina & Rita, Hurricanes Gustav & Ike**

Project Officer, LA. July 2009 – October 2012

Assisted several universities, colleges, and hospitals in securing \$28M in grant funding and an additional \$8.6M in hazard mitigation funding. Coordinated closely with FEMA management to review grants for policy compliance and accuracy.

**Texas: Hurricane Ike**

Project Officer, TX. May 2009 – July 2009

Worked with the City of Port Arthur to secure \$3.2M in grant funding for 62 sewage treatment plants, sewer system, and city-wide public water system.

**Iowa: Midwest Floods**

Project Officer, IA. June 2008 – May 2009

Worked for the State of Iowa Department of Homeland Security to secure \$5.8M in grant funding for various Iowa State agencies and State Police.

**PROFESSIONAL CERTIFICATIONS/QUALIFICATIONS**

Emergency Management Institute Coursework	
IS-00016A	Supervisors Guide to Equal Employment Opportunity
IS-000018	Equal Employment Opportunities (EEO) for Employers
IS-00100A	Introduction to Incident Command System I-100
IS-00100Sca	Introduction to Incident Command System I-100 for Schools
IS-00102	Deployment Basics for FEMA Response Partners
IS-00200	ICS for Single Resources and Initial Action Incidents
IS-00208	State Disaster Management
IS-24200	Effective Communication
IS-00362	Multi-Hazard Emergency Planning for Schools
IS-00393	Introduction to Hazard Mitigation
IS-00631	Public Assistance Operations 1
IS-00632	Intro to Debris Operations in FEMA's PA Program
IS-00650	Building Partnerships in Tribal Communities
IS-00700A	National Incident Management System (NIMS)
IS-00702	NIMS Public Information System
IS-00800B	National Response Framework
IS-00821	Critical Infrastructure and Key Resources Support Annex
Project Officer Training: PW Formulation, FEMA University, 2007	
L-201	Debris Operations
L-239	406 Hazard Mitigation
L-382	PAC Crew Leader
L-480	Cost Estimating Format

**EDUCATION**

BA, Industrial Relations & Political Science



**LAURA DEFURIA, COO**

GRANTS &amp; PROJECT MANAGEMENT / DISASTER RECOVERY CONSULTANT

17 years of experience in communications, grant writing, and grant management and administration, including 12 years of Disaster Recovery consulting experience. Skilled in all facets of Grant Management and Disaster Consulting. American Rescue Plan Act, CARES Act and FEMA Public Assistance program expertise with leadership and management experiences in the areas of policy, executive disaster recovery strategy and planning, program management, appeals and arbitration. Laura joined Grant Rite Management in 2017.

**DISASTER RECOVERY CONSULTING & GRANTS MANAGEMENT EXPERIENCE****COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs**

DR & Grants Management Consultant, Various Clients in NJ; CT; ME. Grant Rite Management Corporation. March 2020-Present

Contracted by various municipalities, public utilities and PNPs to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM has prepared and submitted +\$100M in COVID-related FEMA claims using FEMA's streamlined application process. GRM has also prepared and submitted municipal CARES Act claims in excess of \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

**City of Hoboken Rental Assistance Grant Program and Nonprofit Support Grant Program**

Grant Program Developer/Manager/Administrator, Hoboken, NJ. Grant Rite Management Corporation. August 2021-Present.

Contracted by the City of Hoboken to develop and administer the City's Rental Assistance Grant Program and Nonprofit Support Grant Program in 2021. Responsible for developing the grant application, all communications with program applicants, eligibility review of 200 grant applications, and developing the grant program record keeping system to protect the City in the event of a potential future audit. Assisting with the City's disbursement of grant awards totaling \$1.25M to eligible residents and nonprofits that have been negatively impacted by COVID19.

**City of Hoboken CARES Small Business Grant Program 2020 & 2021**

Grant Program Manager/Administrator, Hoboken, NJ. Grant Rite Management Corporation. July 2020-September 2021.

Contracted by the City of Hoboken to develop and administer the City's CARES Small Business Grant Program in 2020 and 2021. Responsible for assisting the City with developing the grant application, all communications with program applicants, eligibility review of more than 800 grant applications, and developing the grant program record keeping system to protect the City in the event of a potential future audit. Worked with the City's CFO to coordinate successful disbursement of \$4M in grant funding to 500 eligible small businesses.

**Various State and Federal Grant Programs**

DR & Grants Management Consultant, NJ; CT; RI; MI. Grant Rite Management Corporation. November 2017-Present

Contracted by municipalities and public utilities to identify potential opportunities for infrastructure upgrades, green infrastructure improvements, 404 hazard mitigation, resiliency, security improvements through state and federal grant programs and other long-term, low-interest funding programs. GRM works with clients to understand their capital improvement plans and financial objectives and align them with the right funding opportunities to bring those objectives to life. We have successfully secured millions of dollars in grant funding for our clients across New Jersey, Connecticut, Rhode Island, and Michigan to date.

**State of New York: 4085-DR-NY Hurricane Sandy Long Term Recovery**

Executive Liaison to NYS DHSES, NY. December 2014 – October 2017

Executive Liaison to NYS DHSES leadership, responsible for leading the Public Assistance program and strategy for the Hurricane Sandy Long Term Recovery in Queens, NY (Dec 2014 – Mar 2016), and FEMA Region 2 office in NY, NY (Mar 2016 – Oct 2017). Developed executive level strategy with DHSES Deputy Commissioner, Chief of Finance, and Chief of Public Assistance (based in Albany, NY) for PA recovery operation in NYC, including proposals/recommendations for courses of action to resolve high-level/sensitive issues. Represented DHSES executive leadership in high-level communication/ coordination with FEMA Region 2 executive leadership, high-profile political, private non-profit (PNP), municipal, and other state and federal officials. Developed PA program policy with DHSES and FEMA leadership; developed official responses to Congressional inquiries; and supervised strategic management of DHSES' PA operation, contract staff, and administration of billions of dollars in grant funding.

**State of New York: 4085-DR-NY Hurricane Sandy Long Term Recovery**

Special Projects Officer to NYS DHSES, NY. April 2013 – December 2014

Special Projects Officer to NYS DHSES Executive Leadership for the Hurricane Sandy Long Term Recovery (FEMA PA program), responsible for communication, coordination and high-level reports to NYS DHSES executives; developing presentations on various Sandy Recovery issues for DHSES Deputy Commissioner to present to the Governor (NY), Congress, and FEMA Headquarters in Washington, D.C.; researching FEMA PA policy and precedents, developing/drafting Sandy disaster-specific guidance, and white papers to address problematic procedural and program eligibility matters.

**EDUCATION**

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MA, Independent Graduate Studies, Sustainable Urban Planning and Development – University of Vermont

BA, English Literature; Political Science & Governmental Affairs – McGill University

## **THOMAS SCOTT HARLAN, Senior DR Project Manager**

GRANTS & PROJECT MANAGEMENT / DISASTER RECOVERY CONSULTANT

More than 20 years of experience in Catastrophe Insurance Adjusting, Disaster Recovery and FEMA Public Assistance with ice/wind/hailstorms, hurricanes and superstorms, tornadoes, and earthquakes across the country and abroad. Extensive knowledge in scoping damages, preparing cost estimates (FEMA cost estimates, CEF estimates, cost comparison estimates), and cost validations for FEMA Hazard Mitigation Proposals and Project Worksheets. Formulated thousands of Category A-G FEMA Project Worksheets for damages to roads, bridges, culverts, public housing developments, schools, parks, PNP facilities, hospitals, boat harbors, flood gates, and various other government facilities and infrastructure. Developed and validated 406 Hazard Mitigation Proposals for FEMA Category C-G projects totaling hundreds of millions of dollars.

### **DISASTER RECOVERY CONSULTING & GRANTS MANAGEMENT EXPERIENCE**

#### **State of New Jersey: Tropical Storm Ida**

DR & Grants Management Consultant, Various municipal clients in NJ. Grant Rite Management Corporation. August 2021-Present.

Contracted by various municipalities to manage the FEMA PA process from the initial diagnostic phase through FEMA project mapping and the claims processing phase. Preparing millions of dollars of FEMA reimbursement claims to address our clients' emergency, permanent, and hazard mitigation needs; identifying various Improvement/Least Cost Alternative projects to allow our clients the best possible recovery solutions while maximizing their eligible FEMA funding.

#### **COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs**

DR & Grants Management Consultant, Various Clients in NJ; CT; ME. Grant Rite Management Corporation. March 2020-Present

Contracted by various municipalities, public utilities and PNPs to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM has prepared and submitted +\$100M in COVID-related FEMA claims using FEMA's streamlined application process. GRM has also prepared and submitted municipal CARES Act claims in excess of \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

#### **Various FEMA Disasters**

Technical Assistance Contractor. FLUOR Subcontractor. October 2019-August 2022

Document Validation Specialist at FEMA CRC East. Validated and completed over \$168M on Cat A, B, and C PWs on the Completed Work team. Managed FEMA Sub-grant applications resulting in grants totaling +\$902M. Reviewed 2,150 FEMA PWs for possible HMPs and Cost Estimating Format issues as well as insurance reductions. Completed cost comparison estimates and cost validations for FEMA HMPs, PWs and CEFs for QA/QC review. Completed Hazard Mitigation reviews in Grants Manager.

#### **Various FEMA Disasters**

Technical Assistance Contractor. AECOM Subcontractor. October 2004-July 2019

- Hazard Mitigation Specialist for the CRC in Winchester, VA from 2018 to 2019.
- Hazard Mitigation Specialist and CEF Specialist in Louisiana from 2017 to 2018.
- Project Specialist and Cost Estimator in Texas from 2016 to 2017.
- Member of Special Public Assistance assignment overlooking housing repairs and replacement on the OST Reservation in South Dakota from 2015 to 2016. Hazard Mitigation Specialist and Project Specialist for flooding in South Dakota in 2015.
- State Project Specialist and Closeout Specialist in Florida from 2014 to 2015.
- Mitigation & Project Specialist for Hurricane Sandy in New York City from 2013 to 2014.
- CEF Specialist for flooding from Tropical Storm Irene in Vermont in 2012.
- Hazard Mitigation and CEF Specialist Lead for Missouri flooding and tornados from 2010 to 2012 encompassing 4 disasters.
- CEF Disaster Lead for Massachusetts flooding and tornados in 2010.
- CEF Disaster Lead for Kansas flooding and tornados in 2009.
- Mitigation and CEF Disaster Lead and Project Specialist for Alabama flooding and tornados in 2009.
- CEF Disaster Lead for Iowa flooding and tornados in 2008 and 2009.

- Project Specialist for Hurricane Katrina in Louisiana in 2007 and 2008.
- Project Specialist for flooding across Maine in 2007.
- Project Specialist and Lead Insurance Specialist for flooding across the state of Louisiana in 2006 and 2007.
- Project Officer and Lead Insurance Specialist for the flooding in El Paso, TX in 2006.
- Project Specialist for Hurricane Wilma in Miami in 2005 and 2006.
- Project Specialist for Hurricane Dennis in the Florida panhandle in 2005.
- Project Specialist and Insurance Specialist for Hurricane Ivan in the Florida panhandle in 2004 and 2005.

## **INSURANCE ADJUSTING and FEMA EDUCATION**

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<b>Insurance Adjusting Coursework</b>
Vale National's Property Adjusting
Integri-Claim Estimating Software Training
Xactimate Estimating Software Training
<b>FEMA University Coursework</b>
DVS Training at CRC East
PA Ops 1
PA Ops 2
Hazard Mitigation
Cost Estimating Format (CEF)
RS Means Estimating
Excel Intermediate
Excel Advanced

**AMANDA MARTINO, Project Specialist**

GRANTS &amp; DR PROJECT MANAGEMENT CONSULTANT

Disaster recovery and grants management professional, specializing in grant research, grant writing, and grant compliance, disaster recovery, communications, and operations management. Resolution-oriented project specialist experienced in preparing successful funding applications and guiding clients through the process.

**GRANTS MANAGEMENT & DISASTER RECOVERY CONSULTING EXPERIENCE****Various State and Federal Grant Programs**

DR &amp; Grants Management Consultant, NJ; CT; RI; MI. Grant Rite Management Corporation. Oct 2022-Present

Contracted by municipalities and public utilities to identify potential opportunities for infrastructure upgrades, green infrastructure improvements, 404 hazard mitigation, resiliency, security improvements through state and federal grant programs and other long-term, low-interest funding programs. GRM works with clients to understand their capital improvement plans and financial objectives and align them with the right funding opportunities to bring those objectives to life. We have successfully secured millions of dollars in grant funding for our clients across New Jersey, Connecticut, Rhode Island, and Michigan to date.

**State of New Jersey: Tropical Storm Ida**

DR &amp; Grants Management Consultant, Various municipal clients in NJ. Grant Rite Management Corporation. Oct 2022-Present

Contracted by various municipalities to manage the FEMA PA process from the initial diagnostic phase through FEMA project mapping and the claims processing phase. Preparing millions of dollars of FEMA reimbursement claims to address clients' emergency, permanent, and hazard mitigation needs; identifying various Improvement/Least Cost Alternative projects to allow our clients the best possible recovery solutions while maximizing their eligible FEMA funding.

**COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs**

DR &amp; Grants Management Consultant, Various Clients in NJ; CT; ME. Grant Rite Management Corporation. Oct 2020-Present.

Contracted by various municipalities, public utilities and PNP's to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM has prepared and submitted +\$250M in COVID-related FEMA claims. GRM has also prepared and submitted municipal CARES Act claims more than \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

**Property and Resource Manager, Covington, LA**

Arden Services. Feb 2019-Oct 2022.

Responsible for accurate inventory, upkeep, organization and assignments of company assets, and property; client and vendor invoice compilation, cost data tracking and reconciliation, and pricing audit for maximum profitability; and purchasing vehicles and Tools to expand and enhance the fleet/company assets inventory. Directed and managed quality assurance of work products and employee outreach with staff and clients. Coordinated workflows and controlled all vehicle cost by developing methods to decrease cost and improve efficiency while maintaining highest safety standards and regulations. Implemented Tool Tracking program throughout the company to accurately track equipment inventory and staff needs. Oversaw warehouse facilities' needs while ensuring all resources were provided to field personnel safely and timely.

**EDUCATION**

BA Candidate – Education (Arts and Humanities) - Southeastern Louisiana University

**COURTNEY CASLER, Project Specialist**

GRANTS &amp; PROJECT MANAGEMENT / DISASTER RECOVERY CONSULTANT

Experienced in grant program development and administration, grant writing, planning, communications, data analysis and operations management. Skilled disaster recovery and grant management consultant, specializing in FEMA Public Assistance and Hazard Mitigation programs, the Hudson County Municipal CARES Act program, American Rescue Plan Act, and various other local, state, and federal grant programs.

**DISASTER RECOVERY CONSULTING & GRANTS MANAGEMENT EXPERIENCE****State of New Jersey: Tropical Storm Ida**

DR & Grants Management Consultant, Various municipal clients in NJ. Grant Rite Management Corporation. Sep 2021-Present. Contracted by various municipalities to manage the FEMA PA process from the initial diagnostic phase through FEMA project mapping and the claims processing phase. Preparing millions of dollars of FEMA reimbursement claims to address clients' emergency, permanent, and hazard mitigation needs; identifying various Improvement/Least Cost Alternative projects to allow our clients the best possible recovery solutions while maximizing their eligible FEMA funding.

**COVID-19 Disaster Recovery: FEMA PA, American Rescue Plan Act and CARES Act Funding Programs**

DR & Grants Management Consultant, Various Clients in NJ; CT; ME. Grant Rite Management Corporation. Mar 2020-Present. Contracted by various municipalities, public utilities and PNPs to manage COVID-19 emergency/disaster relief claims and reimbursement process from initial response phase through closeout. GRM prepared and submitted +\$250M in COVID-related FEMA claims. GRM has also prepared and submitted municipal CARES Act claims more than \$45M and continues to work with municipal clients as well as Program officials to coordinate claims reviews and approval, identify and resolve policy issues, and develop innovative approaches to COVID mitigation projects. GRM has also assisted clients with managing compliance and eligibility of +\$188M in American Rescue Plan funding allocations.

**City of Hoboken Grant Program Development & Administration**

Grant Program Developer/Manager/Administrator, Hoboken, NJ. Grant Rite Management Corporation. 2020-Present.

Contracted by the City of Hoboken to develop and administer the City's CARES Small Business Grant Program in 2020 and 2021. Responsible for assisting the City with developing the grant application, all communications with program applicants, eligibility review of more than 800 grant applications, and developing the grant program record keeping system to protect the City in the event of a potential future audit. Worked with the City's CFO to coordinate successful disbursement of \$4M in grant funding to 500 eligible small businesses. Contracted by the City of Hoboken to develop and administer the City's Rental Assistance Grant Program and Nonprofit Support Grant Program in 2021. Responsible for developing the grant application, all communications with program applicants, eligibility review of 200 grant applications, and developing the grant program record keeping system to protect the City in the event of a potential future audit. Assisting with the City's disbursement of grant awards totaling \$1.25M to eligible residents and nonprofits that have been negatively impacted by COVID19. Developed and administered a Rental Assistance Grant Program which granted \$750K in funding to Hoboken residents negatively impacted by COVID19; and a Nonprofit Assistance Grant Program which awarded \$500K in funds to Hoboken nonprofit organizations offering COVID19 response/recovery programs and services to the Hoboken community. In 2023, helped develop and administer the City of Hoboken's Lead Service Line Replacement Assistance Grant program, Water Main Break Assistance Grant program, and Trash Containerization Exemption program.

**Various State and Federal Grant Programs**

DR & Grants Management Consultant, NJ; CT; RI; MI. Grant Rite Management Corporation. Jul 2020-Present.

Contracted by municipalities and public utilities to identify potential opportunities for infrastructure upgrades, green infrastructure improvements, 404 hazard mitigation, resiliency, security improvements through state and federal grant programs and other long-term, low-interest funding programs. GRM works with clients to understand their capital improvement plans and financial objectives and align them with the right funding opportunities to bring those objectives to life. We have successfully secured millions of dollars in grant funding for our clients across New Jersey, Connecticut, Rhode Island, and Michigan to date.

**EDUCATION**

BA, Public Health; Anthropology – University at Albany



## Areas of Grant Consultant Expertise

GRM specializes in grant writing/grant management services and disaster recovery consulting, including FEMA Public Assistance. We have extensive experience with FEMA policy and the FEMA PA program and have secured our clients hundreds of millions of dollars in reimbursements for disaster-related damages and hazard mitigation projects, including more than \$300M in COVID reimbursement claims to date. We are also experienced in FEMA claims related to wet weather and wind events (hurricanes, tropical storms, severe storms, snowstorms, tornadoes), and have recovered hundreds of millions of dollars in reimbursements for clients' emergency protective measures, permanent work/replacement, and hazard mitigation projects.

We help our clients set up proper internal record keeping and processes for expense and project tracking, organize and collect necessary claim data and documentation; prepare and submit thorough, accurate and timely reimbursement claims; and handle all local, state and/or federal compliance reporting requirements on our clients' behalf. We have successfully negotiated key program and policy issues with funding agency officials resulting in favorable outcomes for our clients. We communicate and coordinate daily with agency officials through the entire claim review process to help facilitate smoother, timelier reviews and resolution of any questions or eligibility concerns, leading to faster approvals and reimbursements.

We are experienced in various Federal, State, and local funding opportunities. Federal grants, loans, and tax credit programs that may be relevant to the Town include, but are not limited to: USDOE's conservation and resiliency programs, HUD's Affordable Housing tax credits, Community Development Block Grants and HOME program grants, FEMA's Section 404 and 406 grants, Assistance to Firefighters Grants, Fire Prevention and Safety Grants, Staffing for Adequate Fire and Emergency Response grants, Flood Mitigation Assistance grants, Building Resilient Infrastructure and Communities grants, and Hazard Mitigation Grant Program, Historic Preservation Tax Credits, New Market Tax Credits, Congestion Mitigation Air Quality, Edward Byrne Memorial Justice Assistance Grants, Social Service Block Grants, Stormwater Management (Section 319(h)) grants, Transportation Infrastructure Generating Economic Recovery grants, Infrastructure Investment and Jobs Act grants, Water Infrastructure Finance and Innovation Act long-term low-interest loan program, among other federal funding opportunities. We are also experienced in various State and local grants, low interest loans, and tax credit programs related to environmental protection, infrastructure improvements, energy efficiencies, hazard mitigation, disaster resiliency, climate resiliency, community development, economic development, historic preservation, development/enhancement of parks and recreational space, among others.

We are uniquely familiar with the various programs, policies, and key players, and know how to maximize our clients' eligible reimbursements through FEMA PA and various other federal, state, and local funding programs. Our expertise includes:

- Accounting and Internal Financial Controls
- Appeals and Arbitration
- Audit Support
- Compliance Analysis and Support
- Cost Estimating
- Damage Assessments
- Disaster Grant Management
- Executive Level Situation Analysis
- Executive Level Strategy
- Grant and Loan Management
- Grant Closeout and Reporting
- Insurance Policy Review and Claim Support
- Mitigation Support
- Procurement Management
- Program Implementation and Monitoring
- Project Management
- Project Planning and Tracking
- Project Worksheet Development
- Recovery Support
- Work Scope Development

Our Grant Consulting and Grant Management scope of services for all Federal, State, and local grants/funding programs includes:

1. Developing and implementing grant accounting and administrative procedures with planning and input from municipal officials.
2. Attending meetings and coordinating with the Town's contractors and engineers to fully understand current and future capital improvement projects to ascertain grants and low interest loan funding.
3. Researching websites, periodicals, trade and association publications for all applicable State, Federal, and local grant programs, as necessary, in line with the Town's objectives.
4. Analyzing all potential applications/grant requests to determine whether the grant is consistent with the Town's needs and priorities.
5. Recording and tracking all grant proposals, awards, and related statistical information, receipt/appropriation of grant funds, timelines, and programmatic and fiscal grant summaries as required by funding sources.
6. Preparing and overseeing the preparation of grant proposals, including grant writing, guidance, budget preparation, and interpretation of funding agency regulations and requirements.
7. Managing all proposals and awards for compliance with Federal, State, and local requirements, including in-depth reviewing and reporting.
8. Conducting site visits for grant funded projects to determine compliance with regulations and rules, while responding to all required documentation requests on an as-needed basis and as dictated by the funding agency.
9. Preparing clear, sound, accurate and informative correspondence, reports, summaries and findings, conclusions and recommendations as needed and/or required.
10. Managing all grant files in preparation for annual audits and/or grantor auditing.
11. Attending, when requested, Town meetings to communicate information on grants regarding purpose, status, availability, and compliance requirements.
12. Working with funding agencies, government representatives, and elected officials to ensure the integrity of all grant applications prior to the Town's approval of said grant and submission of the granting agencies.
13. Participating in advocacy and community relations efforts representing the Town as required or needed.

Our Disaster Recovery Grant Management Scope of Services related to FEMA Public Assistance grants includes:

1. Coordinating PA program implementation efforts with the Federal and State response and recovery plan and providing comprehensive program guidance.
2. Assisting the Town in developing an approach to filing and tracking costs (if/where necessary).
3. Reviewing and assembling documentation provided by the Town and developing corresponding narratives to support and substantiate claims and reimbursement requests.
4. Reviewing any potential/identified eligibility issues and working with the Town to develop justifications for presentation to the State and or FEMA, as necessary.
5. Preparing reimbursement claims and submitting those claims to FEMA once the Town has reviewed and approved.



6. Assisting in identifying and addressing special consideration issues.
7. Attending meetings with the Town, State, FEMA, and all relevant parties to negotiate reimbursement claims as needed.
8. Assisting in determining if any eligible expenditures have not been quantified and presented.
9. Preparing draft correspondence to relevant agencies as necessary, including that pertaining to the arbitration of eligibility issues and in response to formal RFIs.
10. Working with the Town to support/resolve disputes that may arise and, when necessary, strategizing, and preparing formal appeals if the Town disagrees with eligibility determinations.
11. Identifying and addressing in advance any issues related to inter-agency funding conflicts.
12. Working with the Town to segregate, capture, and submit eligible Management Costs in a Category Z project worksheet.
13. Assisting with preparations for final inspections by the State and FEMA, and closeout of all projects when the Town has completed projects and drawn down reimbursement for all eligible costs.
14. Assisting with preparations for annual and/or other (potential) future audits, as necessary.
15. Recording and tracking all reimbursement claim submissions, awards, receipt/appropriation of funds, timelines, and programmatic and fiscal grant summaries as required by the State, FEMA, and the Town.
16. Preparing clear, sound, accurate and informative correspondence, reports (status reports, quarterly reports, executive level reports), summaries and findings, conclusions and recommendations as needed and/or required by the Town, the State, and or FEMA.

### **Relevant Experiences & References**

Please see the following brief summaries of some of our current/ongoing grant consulting experience that we believe is relevant and may be of interest to the Town:

#### ***MaineHealth (May 2021 – Present)***

##### **COVID-19: FEMA PA Grants Consulting Services**

Contracted to provide FEMA Disaster Recovery & Grants Consulting services for all phases of COVID-19 disaster response and recovery, including claims preparation, processing, and closeout for the largest integrated healthcare network in the state of Maine, consisting of 10 hospitals and 32 laboratory facilities. GRM is providing support in the recovery process from the initial diagnostic and FEMA project mapping phase through claims processing and reimbursement. We are preparing and submitting FEMA claims to secure hundreds of millions of dollars in reimbursements for MaineHealth's COVID19 expenditures.

#### ***City of Jersey City, NJ (April 2020 – Present)***

##### **Tropical Storm Ida: FEMA PA Grants Consulting**

##### **COVID-19: ARPA, FEMA PA & CARES Act Grants Consulting Services**

##### **Grants Consulting: various other local, state, and federal grant programs**

Contracted to provide Disaster Recovery & Grants Consulting services for all phases of disaster response and recovery for Ida and COVID19, including ARPA funding consulting and compliance, FEMA PA claims preparation,

processing, and closeout for COVID-19 and Hudson County Municipal CARES Act program claims preparation, processing, and closeout for COVID-19. To date, GRM has prepared and submitted CARES Act claims totaling \$28M, +\$60M to FEMA PA, and is assisting the City with eligibility, strategy and planning, and compliance reporting for its \$140M American Rescue Plan funding allocation, as well as preparing and submitting several million dollars in infrastructure repair/replacement and hazard mitigation projects for Tropical Storm Ida. We have also developed a Grants Manual outlining internal processes and procedures the City must follow with respect to all grant-related activities, from the application formulation phase through grant closeout. Additionally, we have assisted the City in pursuing grant funding for various municipal projects. Recently, we assisted the Jersey City Fire Department with bringing several, non-compliant, years-old grant awards back into compliance based on a Corrective Action Plan that GRM developed to address this specific hardship. We secured period of performance extensions, completed all delinquent mandatory performance reports and financial reports, compiled project cost data and documentation, and prepared and submitted payment requests, while communicating multiple times per week with contacts from the various funding programs and providing regular status updates to Jersey City executive leadership team. Our work will result in Jersey City Fire Department successfully securing full reimbursement for all work completed under the grant awards and the program suspensions which prohibited JCFD from applying for future grant funding will be lifted.

***Jersey City Municipal Utilities Authority, Jersey City, NJ (August 2021 – Present)***

**Tropical Storm Ida:** FEMA PA Grants Consulting

**Superstorm Sandy:** FEMA Grants Consulting

**Grants Consulting:** Various local, state, federal grant programs for potable water and wastewater infrastructure projects

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Contracted to provide Disaster Recovery Consulting services for all phases of disaster response and recovery, including FEMA PA claims preparation, processing, and closeout for Tropical Storm Ida (DR-4614-NJ), closeout for Superstorm Sandy (DR-4488-NJ), and Grants Consulting related to capital improvements needs and objectives. To date, GRM has worked with JCMUA principals and engineers to submit FEMA claims totaling \$20,372,407 for Tropical Storm Ida and continues to prepare more than \$80M in future Ida claims submissions. GRM has also closed out Sandy projects totaling nearly \$1.1M and successfully prevented FEMA from erroneously requiring the MUA to return \$1.2M in previous Sandy obligations. GRM is currently working with JCMUA principals and engineers to formulate grant application submissions totaling (est.) \$100M for FY24.

***City of Hoboken, NJ (May 2018 – Present)***

**Tropical Storm Ida:** FEMA PA Grants Consulting

**COVID-19:** ARPA, FEMA PA & CARES Act Grants Consulting Services

**Superstorm Sandy:** FEMA Grants Consulting

**Grants Consulting:** various local, state, and federal grant programs; developing and administering City grant programs

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Contracted to provide ARP, FEMA Disaster Recovery & Grants Consulting and CARES Act Consulting services for all phases of disaster response and recovery, including ARP funding consulting and compliance, FEMA PA claims preparation, processing, and closeout for COVID-19 and Hudson County Municipal CARES Act program claims preparation, processing, and closeout for COVID-19. To date, GRM has prepared and submitted CARES Act claims totaling \$5.6M, +\$15M to FEMA PA, and is assisting the City with eligibility, strategy and planning, and compliance reporting for its \$28M American Rescue Plan funding allocation. GRM also developed and administered a Small Business Grant program for Hoboken small business owners which awarded \$2M in grant funding in 2020 and another \$2M in grant funding in 2021. We developed and administered a Rental Assistance Grant Program which

granted \$750K in funding to Hoboken residents negatively impacted by COVID19; and a Nonprofit Assistance Grant Program which awarded \$500K in funds to Hoboken nonprofit organizations offering COVID19 response/recovery programs and services to the Hoboken community. In 2023, GRM developed a Lead Service Line Replacement grant program, a Water Main Break Assistance grant program, and a Containerization Exemption program for the City.

***Town of Kearny, NJ (March 2020 – Present)***

**Tropical Storm Ida:** FEMA PA Grants Consulting Services

**COVID-19:** ARPA, FEMA PA & CARES Act Grants Consulting Services

**Grants Consulting:** various other local, state, and federal grant programs

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Contracted to provide Disaster Recovery & Grants Consulting services for all phases of disaster response and recovery, including FEMA PA claims preparation, processing, and closeout for COVID-19 and Ida, ARP funding consulting and compliance, and Hudson County Municipal CARES Act program claims preparation, processing, and closeout for COVID-19. To date, GRM has prepared and submitted CARES Act claims totaling \$4.4M, \$3.3M to FEMA PA, and is assisting the Town with eligibility, strategy and planning, and compliance reporting for its +\$7M American Rescue Plan funding allocation. Contracted to research potential local, state, and federal grant opportunities that align with Town objectives, and prepare and submit grant applications to secure funding in support of Town needs and projects. To date, GRM has prepared and submitted grant applications on behalf of the Town to various local, state, and federal funding programs and has secured more than \$26M in total funding.

***Kearny Municipal Utilities Authority, Kearny, NJ (August 2021 – Present)***

**Tropical Storm Ida:** FEMA PA Grants Consulting

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Contracted to provide Disaster Recovery & Grants Consulting services for all phases of disaster response and recovery, including FEMA PA claims preparation, processing, and closeout for Tropical Storm Ida (DR-4614-NJ). To date, GRM has worked with KMUA engineers and has prepared several projects (including 406 Hazard Mitigation projects) totaling millions of dollars for submission to FEMA for eligible reimbursements.

***North Hudson Sewerage Authority, Hoboken, NJ (November 2012 – Present)***

**Grants Consulting:** Various other local, state, and federal grant programs

**Tropical Storm Ida:** FEMA PA Grants Consulting

**COVID-19:** FEMA PA Grants Consulting

**Superstorm Sandy:** FEMA Grants Consulting

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Contracted to provide Grant Consulting & FEMA Disaster Recovery services. GRM has provided support in the recovery process from the initial diagnostic phase through the FEMA claims processing phase and prepared FEMA claims more than \$20M to address emergency, permanent, and hazard mitigation needs. GRM has also identified several infrastructure improvements, 404 mitigation opportunities, and green infrastructure stormwater management projects allowing NHSA to qualify for +\$30M in other federal and state grant funding. Developed an internal grant program that NHSA is offering in its 4 service municipalities to assist home and business owners with addressing recurrent flooding/backup issues. GRM is currently working with NHSA and its engineers to submit grant applications totaling +\$160M by the end of FY2023.

***State of New York***

**Superstorm Sandy (November 2012 – November 2017)**

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Contracted to provide FEMA Disaster Recovery & Grant Consulting services. Served in leadership roles, managing the entire Public Assistance operation and Long-Term Recovery on behalf of NYS Division of Homeland Security

and Emergency Services; strategically managed a team of 130 contract employees (at peak staffing) and prepared FEMA claims totaling more than \$4.7B to address emergency, permanent, and hazard mitigation needs.

**Professional References:**

Mrs. Tricia Emery  
 Supervisor – MaineHealth Finance, FEMA Reporting Team Lead  
 MaineHealth (Client, 2020 – present)  
 (207) 838-9253  
[Tricia.emery@mainehealth.org](mailto:Tricia.emery@mainehealth.org)

Mr. Stephen Marks  
 Town Administrator  
 Town of Kearny (Client, 2020 – present)  
 (201) 246-1418  
[smarks@kernynj.org](mailto:smarks@kernynj.org)

Mr. Caleb Stratton  
 Assistant Business Administrator & Chief Resiliency Officer  
 City of Hoboken (Client, 2018 – present)  
 (201) 420-2000 x8201  
[cstratton@hobokennj.gov](mailto:cstratton@hobokennj.gov)

Mr. W. Greg Kierce  
 Director, Jersey City Office of Emergency Management & Homeland Security  
 City of Jersey City (Client, 2020 – present)  
 (210) 547-5681  
[wkierce@njcps.org](mailto:wkierce@njcps.org)

Mr. Fred Pocci  
 Authority Engineer  
 North Hudson Sewerage Authority (Client, 2015 – present)  
 (201) 963-4685  
[fpocci@nhudsonsa.com](mailto:fpocci@nhudsonsa.com)

**History & Performance of Like Projects**

Please see the following summary of federal and state grant funds we have successfully secured/managed for our clients:

**FEMA DISASTER GRANTS**  
 Submitted/Awarded as of June 2024

Grant Program	Project	Amount	Status
FEMA PA & HM	Tropical Storm Ida	+150M	Approved/In FEMA Review
FEMA PA	COVID-19	+\$300M	Approved/In FEMA Review
FEMA PA & HM	Superstorm Sandy	+\$4.7B	Awarded

FEMA PA & HM	Hurricanes Katrina, Rita, Gustave, Ike	\$36.6M	Awarded
FEMA PA & HM	Hurricane Ike	\$3.2M	Awarded
FEMA PA & HM	Midwest Floods	\$5.8M	Awarded
FEMA PA & HM	Severe Storms; Inland & Coastal Flooding	\$2M	Awarded
<b>TOTAL</b>		<b>+\$4.8B</b>	

### OTHER STATE & FEDERAL GRANT APPLICATIONS

Awarded/Under Agency Review as of June 2024

Grant Program	Project	Amount	Status
Urban Enterprise Zone	UEZ Street Improvements Project	\$432,000	Awarded
Hudson County Local Recreation Improvement Grant	Municipal Recreation Center	\$73,000	Awarded
FY23 FEMA BRIC Grant	Municipal Combined Sewer Separation Project	\$38M	Approved by the State; Under FEMA Review
FY23 FEMA BRIC Grant	Building Codes Enforcement	\$100,000.00	Approved by the State; Under FEMA Review
2023 Sewerage Improvement Grant	5 <sup>th</sup> St Pump Station Improvements	\$2.4M	Awarded
2024 Sewerage Improvement Grant	Collection System Improvements – Contract 4	\$1M	Awarded
State ALPR (Automated License Plate Reader) Initiative	Automated License Plate Reader)	\$87,588.00	Awarded
Hudson County Open Space Trust Fund FY2022	Harvey Field Improvements	\$500,000	Awarded
NJDCA Local Recreational Improvement Grant FY2023	Doyle Pavilion Playground Improvements	\$100,000	Awarded
Hudson County Open Space Trust Fund FY2023	Futsal Facility Storage Building and Restrooms Improvements	\$500,000	Awarded
USDA Urban and Community Forestry - Inflation Reduction Act	Green Infrastructure shade tree planting and rain gardens for climate resiliency and stormwater mitigation	\$560,000	Awarded
DOE Energy Efficiency and Conservation Block Grant	Municipal Electric Vehicle fleet	\$78,000	Awarded

FY22 FEMA BRIC C&CB	John Hay Pump Station Improvements	185,652	Awarded
FY22 RGGI Natural Climate Solutions Grant Program	Green Infrastructure shade tree planting and rain gardens for climate resiliency and stormwater mitigation	554,063	Awarded
FY22 ARP Firefighter Grant	Turnout Gear	75,000	Awarded
FY22 ARP Firefighter Grant	Turnout Gear	30,000	Awarded
NJDEP It Pays to Plug in EVCS	Electric Vehicle Charging Stations	64,000	Awarded
FY22 Drug Free Communities Grant	Drug Free Communities	625,000	Awarded
FEMA AFG FY21	Fire Dept. Training	20,395	Awarded
American Rescue Plan Funding (State and Local Fiscal Recovery Funds)	COVID-19 (several municipal clients)	\$188.3M	Awarded
Hudson County Municipal CARES Act Fund	COVID-19 (several municipal clients)	\$45M	Awarded
NJDEP Green Acres Grant Program 2021	Park Expansion and Rehabilitation Projects	\$2.4M	Awarded
Hudson County CDBG-CV 2021	Community Health Center Annex	\$724,321	Awarded
City of Hoboken Nonprofit Support Grant Program 2021	COVID-19 relief grants for Hoboken nonprofits	\$500,000	Awarded
City of Hoboken Rental Assistance Grant Program 2021	COVID-19 relief grants for Hoboken residents	\$750,000	Awarded
City of Hoboken Small Business Grant Program 2020 & 2021	COVID-19 relief grants for local small businesses	\$4M	Awarded
NJ Dept. Law & Public Safety, OAG Body Worn Cameras	Body Worn Cameras for Police Department	\$234,370	Awarded
2020 Rhode Island WWTF Resilience Fund	Grit Vortex Chamber Redundancy Project	\$2.1M	Awarded
FY 2019 NJ 319H	Green Infrastructure for Stormwater Management	\$622,000	Awarded
FY 2019 FEMA Pre-Disaster Mitigation	Primary Flood Mitigation Project	\$4M	Approved by State (NJ)
FY 2019 NJ DriveGreen	Electric Vehicle Charging Stations	\$5,000	Awarded
FY 2019 NJ DriveGreen	Electric Vehicle Charging Stations	\$162,000	Awarded

FY 2018 FEMA Pre-Disaster Mitigation	Stormwater System	\$4M	Awarded
FY 2018 NJ I-Bank Principal Forgiveness Program	Green Infrastructure for Stormwater Management	\$410,100	Awarded
FY 2018 FEMA 404 Flood Mitigation	Electrical Switchgear Project	\$250,000	Awarded
2018 Hudson County CDBG	Collection System Pipe Lining	\$101,500	Awarded
2018 NJ Aquatic Trash Prevention	Installation of Catch Basin Grates	\$48,100	Awarded
<b>TOTAL</b>		<b>\$300M</b>	

**Ability to Provide Timely Services & Meet Deadlines**

GRM has the staff, resources, and experience to meet all deadlines in line with Town objectives. To optimize cost effectiveness for our clients and maximize our productivity, our team provides services remotely to the greatest extent possible. Tom is based in Syracuse, New York; Laura is based in Burlington, Vermont; Scott is based in Denver Colorado; Amanda is based in Covington, Louisiana; and Courtney is based in Syracuse, New York; however, we can be on-site whenever necessary and/or at the Town’s request.

**Cost Proposal & Hourly Rates**

We conduct our work remotely using telephone, email, and video conferencing, which keeps us as efficient and cost effective as possible for our clients; however, we are certainly willing and able to travel to meet in person and serve the Town’s needs as requested/required.

We offer our clients a blended hourly rate across all our team members that we believe you’ll find highly competitive among other firms in our field. We only bill you for the hours we work on your projects and any related, specific work requests you may have. Our experience, integrity, and the quality of our work are first-rate, and we do everything possible keep costs low for our clients while providing exceptional service. For our FEMA Public Assistance work, we diligently prepare and submit Category Z Management Cost reimbursement claims documenting the cost the Town incurs for GRM’s work preparing and managing the Town’s FEMA PA claims. FEMA will reimburse the Town for Management Costs up to 5% of the Town’s total obligated PA award amount for a given disaster. We closely monitor our costs and strive to stay within the management cost allowance to the greatest extent possible while providing the level of service the Town requires. We also capture eligible management costs on other (non-FEMA PA) grants, wherever possible, to ensure that as much (if not all) of GRM’s cost to manage the grant is reimbursed to the Town. Please see the attached summary of open and on-going FEMA PA projects that GRM is currently working on for the Town.

**Grant Consulting Services.....\$165.00/hr**

**Expenses**

Personal Auto rate per mile ..... \$00.575

Travel & Lodging Per Diem ..... As Incurred/GSA Rates when available

**Not to Exceed: July 1, 2024 – June 30, 2026**

Grant Consulting Services: .....\$225,000.00







## **AGENDA ITEM #8640**

**Discussion with Action:** Approve the estimate from Wright Pierce for assistance with the Sandpiper Road Drainage project in the amount of \$11,600.00 from account #50002-50831 Public Works Stormwater Maintenance and Improvement CIP with a balance of \$951,322.78.

Chair: Shawn O'Neill

September 17, 2024

Ms. Diana Asanza, Town Manager  
Town of Old Orchard Beach  
1 Portland Avenue  
Old Orchard Beach, Maine 04064

SUBJECT: Proposal for Professional Engineering Services  
Sandpiper Road Drainage – Permitting Assistance

Dear Diana,

Wright-Pierce met with the Town on August 27, 2024, to discuss the Sandpiper Road Drainage Project. Sandpiper Road has been the subject of numerous drainage issues, particularly over the last couple years. We understand during any rainfall event of significance, the road floods for several hours and sometimes up to days, requiring the Town to rent pumps and a generator to remove water from the roadway. As part of a recent Maine Infrastructure Adaptation Grant application, this location was identified as a potential location to install a catch basin and drainage outfall into New Salt Road marsh.

Members of the Town's Public Works Department recently took elevation shots down the centerline of Sandpiper Road. Based on the Town's findings, the road pitches from the ocean side of the road towards Seaside Avenue. We understand that the Town plans to self-perform a drainage infrastructure project where Public Works will install a single catch basin at the low point of the intersection of Seaside Avenue and Sandpiper Road. The Town will then install a drain outfall pipe from Sandpiper Road through Town owned property between 80 and 84 Seaside Avenue and discharge into the New Salt Road marsh. Since disturbances will occur within protected natural resources, permits will be required from Army Corps and Maine DEP. The Town has requested that Wright-Pierce assist in preparing the permit applications for submission to both regulatory agencies.

### SCOPE OF SERVICES

Based on our understanding of the Town's needs, we propose the following scope of services.

- Visit the project site to collect measurements and photographs in support of developing the permit applications described below. For the purposes of this proposal, we have assumed this will consist of one engineer for a total of four hours.
- Partner with Flycatcher, LLC. of Yarmouth, Maine to perform a delineation of regulatory wetland boundaries and natural resources at the project site. This delineation will be an important component of regulatory permit applications and is required to be completed by a Licensed Wetland Scientist in the State of Maine. Flycatcher will identify and locate the wetland boundaries via GPS and will be overlaid on a project figure. A written delineation report, which will include a functional assessment

9/17/2024

Ms. Diana Asanza, Town Manager

Page 2 of 3

and characterization of the coastal wetlands, will also be provided which describes the delineation methods and resources identified.

- Develop a figure utilizing input from Town staff and overlay the wetland delineation described in the task above. Wright-Pierce will prepare and submit permitting documents on behalf of the Town to the Maine Department of Environmental Protection (MEDEP) and U.S. Army Corps of Engineers (ACOE). This is anticipated to include the completion of a MEDEP Permit by Rule (PBR) and an ACOE Self Verification Notification Form (SVNF). Wright-Pierce will respond to one round of regulatory comments. We have assumed the Town will pay for any necessary application fees.
  
- **Exclusions:**
  - o Design of the drainage improvements.
  - o Bidding phase services.
  - o Construction phase services.

### PROPOSED FEE AND SCHEDULE

For the scope of services described above, we recommend a lump sum fee of **\$11,600.00**.

The above budget includes our labor and reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses which will be billed on at straight cost. Any additional services performed at the Client's request and written authorization will be billed on a time and materials basis based on our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard general conditions for engineering agreements (Exhibit A – copy attached).

Wright-Pierce is available to begin preparation of the permit applications immediately upon approval by the Town. We anticipate wetlands delineations will be completed within 4-weeks from notice to proceed and permit applications will be complete and ready for submission within 6-weeks from notice to proceed. We appreciate the opportunity to continue to serve the Town and hope this proposal meets your needs. If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-798-3744.

Sincerely,  
WRIGHT-PIERCE



Jaime C. Wallace, PE  
Project Manager

[jaime.wallace@wright-pierce.com](mailto:jaime.wallace@wright-pierce.com)

Seen and agreed to by:

Town of Old Orchard Beach

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

Name: \_\_\_\_\_

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

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

Wright-Pierce

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

Ryan T. Wingard, PE

Vice President

September 17, 2024

**EXHIBIT A**  
**SCHEDULE OF TERMS AND CONDITIONS**  
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## EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

### 1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

### 3.0 Reuse of Documents, Records

#### 3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

#### 3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

#### 3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

### 4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

### 5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

## **6.0 Allocation of Risks**

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

## **7.0 Insurance**

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

#### 7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

#### 7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

### 8.0 Subsurface Conditions

#### 8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

#### 8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

### 9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

### 10.0 Compensation

#### 10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

#### 10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

#### 10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

#### 10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

#### 10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

### 11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.



## **12.0 Financial Advisor**

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

## **13.0 Dispute Resolution**

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

## **14.0 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

## **15.0 Precedence**

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

## **16.0 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **17.0 Successors and Assigns**

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

## **18.0 Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

## **19.0 Termination**

The obligation to provide further services under this Agreement may be terminated:

### **19.1 For cause**

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

### **19.2 By ENGINEER**

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

### **19.3 For convenience**

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

### **19.4 ENGINEER's Compensation**

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

## **20.0 Force Majeure**

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

## **21.0 Equal Employment Opportunity**

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

**AGENDA ITEM #8641**

**Discussion with Action:** Set the Public Hearing date of December 3, 2024, to consider a request from Mezoian Development, LLC, to accept title and to accept and establish as town ways those developed portions of Summer Long Drive and Winter Berry Lane together with any storm water runoff systems located within the right of way of said Summer Long Drive and Winter Berry Lane, fire hydrants, street signs, drainage easement areas and sewer pipes located therein or appurtenant thereto, sidewalks, trees, street lights, lighting facilities, lampposts, and all of the rights appurtenant to the foregoing, as shown on a plan entitled “Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine”, for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc. As described in the Warranty Deed from Mezoian Development, LLC to the Town of Old Orchard Beach, Maine, dated, \_\_\_\_\_.

Chair: Shawn O’Neill

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

**FROM: Planning Staff**

**SUBJECT: Summer Long Dr, Winter Berry Ln Public Acceptance (Sumter Landing)**

**ACTION: Schedule Public Hearing**

**DATE: 19 November 2024**

At the 19 Nov Council meeting, the Council will begin consideration of a request from Mezoian Development LLC (MD) to accept Summer Long Dr and Winter Berry Ln, located in the Sumter Landing residential development. In addition to both roads and their right-of-way, MD is requesting public acceptance of “any storm water runoff systems located within the right of way of said Summer Long Drive and Winter Berry Lane, fire hydrants, street signs, drainage easement areas and sewer pipes located therein or appurtenant thereto, sidewalks, trees, street lights, lighting facilities, lampposts, and all of the rights appurtenant to the foregoing.”

#### Brief Development History

Sumter Landing is a 34-lot single family residential development approved by the town during September 2020. The development includes public water and private septic systems. Electric is underground. Stormwater systems consist of typical storm drain infrastructure (catch basins, underdrain pipes) within the ROW, a wet pond in the open space, and level spreader off Winter Berry Ln. Access easements off Summer Long and Winter Berry provide access to the wet pond. There are additional access easements including one for a public trail and another the town granted to the developer to provide a second road access to Ross Rd. The project is fully built and occupied.

#### What is Mezoian Development Requesting the Town Accept?

MD is requesting acceptance of the following items as shown on a plan entitled ““Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine”, for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc (included in HPRA’s submission):

- Roads and the 50-foot Right-of-Way (ROW)
- Any storm water runoff system located in the ROW of Summer Long and Winter Berry
- Drainage easement areas
- Sewer pipes
- Sidewalks
- Fire hydrants
- Street signs
- Trees
- Streetlights
- Lighting facilities
- Lampposts

See deed enclosed with MD’s submission for actual language.

#### Miscellaneous Comments and Questions

- A reminder that it is helpful if the deed specifically states what is included and excluded with the public acceptance. If the deed specifically states what is/is not accepted, it helps the town provide clear answers to questions asked at later dates (e.g., is the town required to mow the lawn in the cul-de-sac?).
- Sewer should be removed from acceptance items as public sewer does not supply this particular project.

- There is a 10' utility easement abutting the ROW, but actually it is not within it. Is MD proposing public acceptance of this easement? If yes, it appears it's not included in the deed as part of public acceptance. This may become an important item at some point in the future so it should if it is included or excluded the deed should state this
- Do lighting "facilities" include underground electric lines and aboveground transformers? Note that some transformers are in the utility easement and some are not.
- The level spreader adjacent to Winter Berry is not within the ROW. I mention this just so it's clear it's not included with public acceptance.
- Trail easement- will this continue to be held by the HOA? I assume it will, but I ask just so it's clear.
- Road access easement to Ross Rd off Winter Berry. The easement was granted by the town to MD to allow for a second access to Ross Rd. If the town accepts Winter Berry and its ROW, is there still a need for this easement? Note that a sidewalk is within the ROW so if the easement is no longer needed and the town decided to not accept sidewalks, what will become of the sidewalks in terms of rights to access across town owned land?
- The town may accept but what about maintain? Is the deed clear in regard to what will be maintained by the town?

#### Town Staff, Engineer and Town Attorney Review of the Proposal

Department heads reviewed the proposal and performed an on-site walkthrough. The only outstanding matter was CCTV of the lines which was completed at the end of October. Results were good- no issues, just a recommended flush of two lines on Winter Berry (CCTV report included with applicants' submission). Applicant question: have you flushed these lines?

Wright-Pierce engineers have been involved with inspections throughout the project's construction. During September Wright-Pierce performed a walkthrough (memo included with submission) and had two comments: 1. CCTV needed (which is now done) and 2. Handicap detectable devices were not installed at the following intersections. Applicant question: have you installed the detectable devices?

The town attorney reviewed the warranty deed included with the applicants' submission and is comfortable with the language.

#### Final Thoughts:

The Council should decide if the town will accept all items proposed for acceptance in the deed. Note that acceptance can involve town responsibility of a physical item and/or maintenance of a physical item. If the Council accepts the deed as currently proposed, the Town will take responsibility of all infrastructure identified in the deed. If Council decides not to accept items proposed for acceptance in the deed, these items should be identified and the deed amended to reflect what the Council is willing accept. If the Council decides to specifically exclude items from acceptance, these items should be identified in the deed. If the deed is amended, it should be submitted to the Council for review before final action is taken on acceptance.

If the Council decides to not accept items proposed for acceptance in the deed, in addition to changing the deed language, we recommend the applicant ensure ownership documents are clear in regard to what falls under the association's responsibility. If the association docs are revised, we recommend the updated version is submitted to the town for our records.

Personally, this is a very-well done development. From planning to closeout this project has gone smoothly. In fact, I'm normally involved in some manner after planning board approval if something goes wrong with a project and it was virtually silent on my end.

# TOWN OF OLD ORCHARD BEACH

## Current Planning Services: ROADWAY ACCEPTANCE APPLICATION

Page 1 of 3

Application Fee is \$150.00

Date Received: 21 Aug 2024

Application Fee PAID: \$ 150 -

### Application and Submittal Requirements

*This application and all accompanying submissions shall conform to the applicable provisions of the Old Orchard Beach Zoning Ordinance.*

Street Name:

Summer Long Drive and Winter Berry Lane

Type of Street:

Arterial

Collector

Minor

Industrial/Commercial

[See Subdivision Ordinance Section 74-308 for Street Classifications and Section 74-309 for Design Standards.]

The following items have been submitted for review:

Abutter's List (lots adjacent to and bounded by the proposed street)

Plat Map, if applicable, as recorded in York County Registry of Deeds after August 15, 1987

Plan and Profile Sheets

Plan Map, if applicable, as recorded in York County Registry of Deeds after August 15, 1987

It is proposed that the Street be **Accepted** upon dedication as follows:

Owners of a majority of the abutting lots shall convey their interest to the Town without claim for damages.

Owners of Fee Interests shall convey their interests by Warranty Deed to the Town

Owners of less than Fee Interests shall convey their interests by Quitclaim Deed with Covenant.

**OR,** It is proposed that the Street be **Taken** as follows:

Owners of a majority of the abutting lots shall Petition the Town Council in writing to lay out and take the Street and in said Petition shall waive any damages otherwise payable to them as a result of the Taking.

*No application shall be accepted by OOB Town Staff without all information in the above section and without all items marked in the following pages.*

**OOB Planning Department**

One Portland Avenue, Old Orchard Beach, ME. 04064 Phone: 207 934 5714 Fax: 207 934 5911

# TOWN OF OLD ORCHARD BEACH

**Current Planning Services:**

## **ROADWAY ACCEPTANCE APPLICATION**

Page 2 of 3

### Application and Submittal Requirements

Submit plans of the proposed street as it will be constructed after it has been Accepted or Taken.

Submit a Plot Plan that includes or meets the following criteria:

- |  |  |
|--|--|
| <input type="checkbox"/> Drawing scale is 1" = 40' (max)     | <input type="checkbox"/> North Arrow                               |
| <input type="checkbox"/> Plans sheets or 24" x 36"           | <input type="checkbox"/> Lot Areas                                 |
| <input type="checkbox"/> Ownership of adjoining subdivisions | <input type="checkbox"/> Lot Dimensions at ROW line                |
| <input type="checkbox"/> Ownership of Adjoining acreages     | <input type="checkbox"/> Passageways                               |
| <input type="checkbox"/> Buildings                           | <input type="checkbox"/> Street Lights and Lines                   |
| <input type="checkbox"/> Building Stationing                 | <input type="checkbox"/> Topograhpy (USGS Vertical Datum)          |
| <input type="checkbox"/> Water Ways                          | <input type="checkbox"/> Contours (not to exceed 5-foot intervals) |
| <input type="checkbox"/> Natural Drainage Courses            | <input type="checkbox"/> Bearing, Distances & Angles of Street ROW |
| <input type="checkbox"/>                                     | <input type="checkbox"/> Boundary Monuments                        |

Submit a Profile Plan that includes or meets the following criteria:

- |  |  |
|--|--|
| <input type="checkbox"/> Drawing scale is 1" = 50' (max) with corresponding vertical scale of 1" = 10' (max) |  |
| <input type="checkbox"/> Profile shows street centerline   | <input type="checkbox"/> Plan shows abutting buildings |
| <input type="checkbox"/> Street cross sections - Horiz. Scale: 1" = 5' (max); Vert. Scale: 1" = 1' (max)     |  |

Location of all existing and proposed:

- |  |  |
|--|--|
| <input type="checkbox"/> Water Mains           | <input type="checkbox"/> Storm Drains                        |
| <input type="checkbox"/> Sanitary Sewer Mains  | <input type="checkbox"/> Gas Mains                           |
| <input type="checkbox"/> Culverts              | <input type="checkbox"/> Underdrains                         |
| <input type="checkbox"/> Underground Utilities | <input type="checkbox"/> All associated building connections |

### **OOB Planning Department**

One Portland Avenue, Old Orchard Beach, ME. 04064 Phone: 207 934 5714 Fax: 207 934 5911

# TOWN OF OLD ORCHARD BEACH

## Current Planning Services: ROADWAY ACCEPTANCE APPLICATION

Page 3 of 3

### Application and Submittal Requirements

Prior to the Acceptance or Taking by the Town Council, a majority of the abutting Lot Owners shall petition the Town Council to construct or make required improvements to the Street.

Said petition shall include:

- an Agreement to pay their (Owner's/Petitioners) just portion of the cost to construct the Street
- a cost estimate (reviewed and approved by OOB Public Work's Director) of cost to construct the Street

Owner's/Petitioners shall submit the following:

- An Agreement signed by the majority of the abutting property owners that appoints an 'Owner/Petitioner Representative' to act as Agent for this Application.

This Application shall comply with the most recent versions of:

1. The Town of Old Orchard Beach, Maine Subdivision Review Standards, ARTICLE 6 - STREET DESIGN AND CONSTRUCTION STANDARDS
2. Ordinance Governing Acceptance of Proposed Streets and Assessment of Costs
3. Zoning Ordinance of the Town of Old Orchard Beach

Submit 13 copies of the Application and Documents to OOB Planning Department

Verify submittal deadlines with the OOB Planning Department

Attach a check payable to the Town of Old Orchard Beach for Application fees.

**ALL SUBMITTALS MUST BE DELIVERED TO THE PLANNING DEPARTMENT NO LATER THAN 4:00 pm 14 DAYS BEFORE THE NEXT TOWN COUNCIL MEETING.**

The Undersigned hereby makes application to the Town of Old Orchard Beach for Acceptance of the Street and declares the foregoing documents to be true and accurate to the best of his/her knowledge.

  
\_\_\_\_\_  
Owner/Petitioner Representative

8/21/2024  
\_\_\_\_\_  
Date

**OOB Planning Department**

One Portland Avenue, Old Orchard Beach, ME. 04064 Phone: 207 934 5714 Fax: 207 934 5911





Weinstein  
Lovell &  
Ordway, P.A.

August 21, 2024

Town of Old Orchard Beach  
1 Portland Avenue  
Old Orchard Beach, Maine 04064  
Attn: Jeffrey Hinderliter, Town Planner

**Re: Offer of Cession for Summer Long Drive and Winter Berry Lane, Sumter  
Landing Subdivision**

Dear Jeffrey:

On behalf of Mezoian Development, LLC, we are pleased to offer this written offer of cession and a deed for Summer Long Drive and Winter Berry Lane and all associated utility easements and rights of way, as shown on the Sumter Landing plans, prepared by BH2M, dated January 20, 2020 and recorded in the York County Registry of Deeds in Plan Book 410, Page 11. This offer is made without demand for compensation. The roadways have been constructed to service 34 lots in the Sumter Landing Subdivision as approved by the Town of Old Orchard Beach Planning Board.

A copy of the final subdivision plan showing roadways and associated easements is now enclosed. Mezoian Development has constructed these roads to Town standards in accordance with the approved plans and under the supervision of the Town's inspectors.

If you require any additional information regarding our request, please contact me via email at [pweinstein@sacolaw.com](mailto:pweinstein@sacolaw.com) or by phone at 207-283-4546. Thank you for your cooperation in this matter.

Sincerely,



Paul D. Weinstein, Esq.  
Attorney for Mezoian Development, LLC

Enc.

Cc: Mezoian Development, LLC

(11.2024 Version)  
Spgs

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT MEZOIAN DEVELOPMENT, LLC a Maine limited liability company with offices in Saco, in the County of York and State of Maine, for good and valuable consideration, grants to the TOWN OF OLD ORCHARD BEACH, a municipal corporation with a mailing address of 1 Portland Avenue, Old Orchard Beach, Maine 04064, with Warranty Covenants, for highway purposes and without claim for damages, all of its right, title and interest in and to the streets and ways identified as Summer Long Drive and Winter Berry Lane described in Exhibit A annexed hereto and made a part hereof and as depicted on plan titled "Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine", for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc. and recorded in the York County Registry of Deeds in Plan Book 410, Page 11, to which plan reference may be made for a more particular description of the premises hereby conveyed; together with any storm water runoff systems located within the right of way of said Summer Long Drive and Winter Berry Lane, fire hydrants, street signs, drainage easement areas and sewer pipes located therein or appurtenant thereto, sidewalks, trees, street lights, lighting facilities, lampposts, and all of the rights appurtenant to the foregoing.

SUBJECT to the terms and conditions of a certain State of Maine Department of Environmental Protection Order recorded in said Registry of Deeds in Book 18291, Page 4.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and sealed by Michael Mezoian, its Member thereunto duly authorized this \_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
In the presence of

MEZOIAN DEVELOPMENT, LLC

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: Michael Mezoian  
Its: Member

STATE OF MAINE  
COUNTY OF YORK

\_\_\_\_\_, 2024

Personally appeared the above-named Michael Mezoian, in his capacity as Member of Mezoian Development, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Mezoian Development, LLC.

Before me,

\_\_\_\_\_  
Notary Public / Attorney at Law

EXHIBIT A

**Parcel I – Summer Long Drive**

A certain strip or parcel of land located on the easterly sideline of Ross Road, so-called, in the Town of Old Orchard Beach, County of York and State of Maine and shown as Summer Long Drive on the plan titled “Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine”, for Mezoian Development, LLC, dated January 2020 as revised through 8/18/20, by BH2M, Inc. and recorded in the York County Registry of Deeds in Plan Book 410, Page 11; said Summer Long Drive being more particularly described as follows:

Beginning at a 1 ¾” iron pipe found on the easterly sideline of said Ross Road at the northeasterly corner of land now or formerly of the Town of Old Orchard Beach as shown on aforesaid plan;

thence N 18°-29’-20” E along the easterly sideline of said Ross Road a distance of 50.00 feet to a granite monument to be set and Open Space as shown on aforesaid plan;

thence in a general southeasterly direction along said Open Space and along a circular curve to the right (non-tangent to the last described line), circumscribed by a radius of 175.00 feet, an arc length of 87.31 feet to a granite monument to be set; said granite monument to be set being S 57°-13’-08” E a tie distance of 86.40 feet from said previous granite monument to be set;

thence S 42°-55’-38” E along said Open Space a distance of 110.58 feet to a granite monument to be set;

thence S 47°-58’-18” E along said Open Space a distance of 206.68 feet to a granite monument to be set and Lot 34 as shown on aforesaid plan;

thence in a general southerly direction along said Lot 34, along Lot 33 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 223.11 feet to a granite monument to be set; said granite monument to be set being S 11°-26’-54” E a tie distance of 208.30 feet from said previous granite monument to be set;

thence S 25°-04’-30” W along said Lot 33, along Lot 32 and along Lot 31 a distance of 326.95 feet to a granite monument to be set;

thence in a general southerly direction along said Lot 31, along Lot 30 and along a circular curve to the left, circumscribed by a radius of 225.00 feet, an arc length of 94.31 feet to a granite monument to be set; said granite monument to be set being S 13°-03’-59” W a tie distance of 93.63 feet from said previous granite monument to be set;

thence S 01°-03'-28" W along said Lot 30, along Lot 29 and along Lot 28 a distance of 318.63 feet to a granite monument to be set;

thence in a general southerly direction along said Lot 28 and along a circular curve to the left, circumscribed by a radius of 225.00 feet, an arc length of 37.20 feet to a granite monument to be set; said granite monument to be set being S 03°-40'-44" E a tie distance of 37.16 feet from said previous granite monument to be set;

thence S 08°-24'-56" E along said Lot 28, along Lot 27 and along Lot 26 a distance of 237.77 feet to a granite monument to be set and Lot 25;

thence in a general circular direction along said Lot 25, along Lot 24, along Lot 23, along Lot 22 and along a circular curve to the right, circumscribed by a radius of 65.00 feet, an arc length of 286.20 feet to a granite monument to be set; said granite monument to be set being N 62°-16'-30" W a tie distance of 104.98 feet from said previous granite monument to be set;

thence in a general northeasterly direction along said Lot 22 and along a circular curve to the left, circumscribed by a radius of 50.00 feet, an arc length of 63.08 feet to a granite monument to be set; said granite monument to be set being N 27°-43'-30" E a tie distance of 58.98 feet from said previous granite monument set;

thence N 08°-24'-56" W along said Lot 22 and along Lot 21 a distance of 128.23 feet to a granite monument to be set;

thence in a general northerly direction along said Lot 21 and along a circular curve to the right, circumscribed by a radius of 275.00 feet, an arc length of 45.47 feet to a granite monument to be set; said granite monument to be set being N 03°-40'-44" W a tie distance of 45.42 feet from said previous granite monument to be set;

thence N 01°-03'-28" E along said Lot 21, along Winter Berry Lane, so-called, along Lot 8 and along Lot 7 a distance of 318.63 feet to a granite monument to be set;

thence in a general northerly direction along said Lot 7, along Lot 6 and along a circular curve to the right, circumscribed by a radius of 275.00 feet, an arc length of 115.28 feet to a granite monument to be set; said granite monument to be set being N 13°-03'-59" E a tie distance of 114.43 feet from said previous granite monument to be set;

thence N 25°-04'-30" E along said Lot 6, along Lot 5, along Lot 4 and along Lot 3 a distance of 326.95 feet to a granite monument to be set;

thence in a general northerly direction along said Lot 3 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 159.36 feet to a granite monument to

be set; said granite monument to be set being N 11°-26'-54" W a tie distance of 148.79 feet from said previous granite monument to be set;

thence N 47°-58'-18" W along said Lot #3, along Lot 2 and along Lot 1 a distance of 208.88 feet to a granite monument to be set;

thence N 42°-55'-36" W along said Lot 1 and along said Open Space a distance of 112.79 feet to a granite monument to be set;

thence in a general northwesterly direction along said Open Space and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 62.36 feet to the point of beginning. Said point of beginning being N 57°-13'-08" W a tie distance of 61.72 feet from said previous granite monument set.

The above described Summer Long Drive contains 92,036 s.f. (2.11 acres). All bearings refer to grid north (NAD 83).

#### **Parcel II – Winter Berry Lane**

A certain strip or parcel of land located on the easterly sideline of Ross Road, so-called, in the Town of Old Orchard Beach, County of York and State of Maine and shown as Winter Berry Lane on the plan titled "Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine", for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc. and recorded in the York County Registry of Deeds in Plan Book 410, Page 11; said Winter Berry Lane being more particularly described as follows:

Beginning at a granite monument to be set on the easterly sideline of said Ross Road at the westerly corner of land now or formerly of Eric R. & Barbara L. Nason as shown on aforesaid plan;

thence S 54°34'-28" E along the land of said Nason, along Open Space and along Lot 14 a distance of 208.75 feet to a granite monument to be set;

thence in a general easterly direction along said Lot 14 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 197.58 feet to a granite monument to be set; said granite monument to be set being N 80°-08'34" E a tie distance of 177.65 feet from said previous granite monument to be set;

thence N 34°-51'-36" E along said Lot 14, along Lot 13, along Lot 12, along Lot 11 and along Lot 10 a distance of 397.99 feet to a granite monument to be set;

thence in a general northeasterly direction along said Lot 10, along Lot 9 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 171.65 feet to a granite monument to be set; said granite monument to be set being N 62°-57'-32" E a tie distance of 164.85 feet from said previous granite monument to be set;

thence S 88°-56'-32" E along said Lot 9 and along Lot 8 a distance of 115.80 feet to a granite monument to be set;

thence in a general northeasterly direction along said Lot 8 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument to be set and the westerly sideline of Summer Long Drive, so-called; said granite monument to be set being N 46°-03'-28" E a tie distance of 28.28 feet from said previous granite monument to be set;

thence S 01°-03'-28" W along the westerly sideline of said Summer Long Drive a distance of 90.00 feet to a granite monument to be set and Lot 21 as shown on aforesaid plan;

thence in a general northwesterly direction along said Lot 21 and along a circular curve to the left (non-tangent to the last described line), circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument to be set; said granite monument to be set being N 43°-56'-32" W a tie distance of 28.28 feet from said previous granite monument to be set;

thence N 88°-56'-32" W along said Lot 21 a distance of 115.80 feet to a granite monument to be set;

thence in a general southwesterly direction along said Lot 21 and along a circular curve to the left, circumscribed by a radius of 125.00 feet, an arc length of 122.60 feet to a granite monument to be set and Lot 20; said granite monument to be set being S 62°-57'-32" W a tie distance of 117.75 feet from said previous granite monument set;

thence S 34°-51'-36" W along said Lot 20, along Lot 19, along Lot 18 and along Lot 17 a distance of 397.99 feet to a granite monument to be set;

thence in a general westerly direction along said Lot 17, along Lot 16, along Lot 15 and along a circular curve to the right, circumscribed by a radius of 175.00 feet, an arc length of 276.62 feet to a granite monument to be set; said granite monument to be set being S 80°-08'-34" W a tie distance of 248.71 feet from said previous granite monument to be set;

thence N 54°-34'-28" W along said Lot 15, along said Open Space and along land now or formerly of Town of Old Orchard Beach a distance of 202.72 feet to a granite monument to be set and the easterly sideline of said Ross Road;

thence N 28°-33'-06" E along the easterly sideline of said Ross Road a distance of 50.36 feet to the point of beginning.

The above described Winter Berry Lane contains 56,360 s.f. (1.29 acres). All bearings refer to grid north (NAD 83).





**SUMTER LANDING**  
ROSS ROAD OLD ORCHARD BEACH MAINE

BY  
**MEZOIAN DEVELOPMENT, LLC.**  
**SACO, MAINE**

PLAN INDEX

- 1 FINAL PLAN
- ~~2 STANDARD BOUNDARY SURVEY~~
- ~~3 SURFACE DISPOSAL SYSTEM~~
- 4 SUMMER LONG DRIVE STA. 0+00 TO STA. 6+00
- 5 SUMMER LONG DRIVE STA. 6+00 TO STA. 12+00
- 6 SUMMER LONG DRIVE STA. 12+00 TO STA. 18+55.16
- 7 WINTER BERRY LANE STA. 0+00 TO STA. 6+00
- 8 WINTER BERRY LANE STA. 6+00 TO STA. 11+62.01
- 9 POND DETAILS
- 10 EROSION CONTROL DETAILS
- 11 STANDARD DETAILS



**Berry, Huff, MacDonald, Milliman, Inc.**  
Engineers, Surveyors

28 State Street  
Canaan, Maine 04938  
Tel. (207) 839-3771  
Fax. (207) 839-8620

(As Built's)  
10 pgs

RECORD DRAWING











NO.	DATE	DESCRIPTION
1	1/24/24	ISSUED FOR PERMITTING



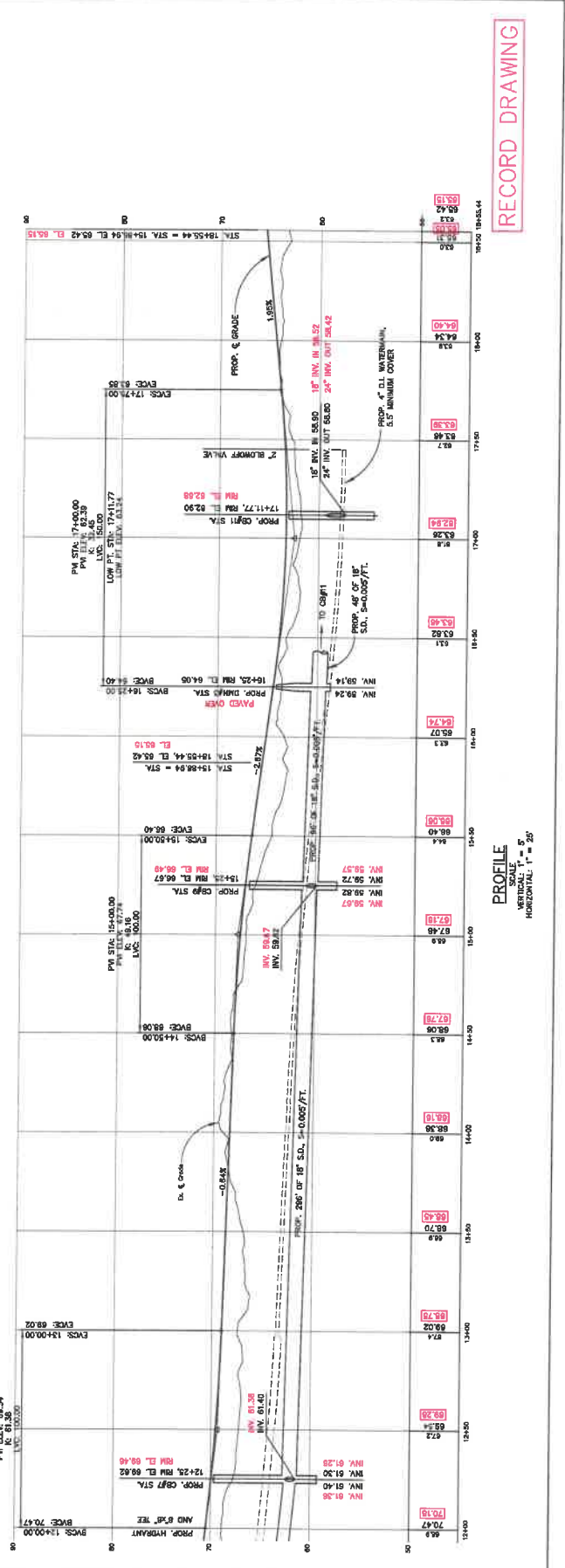
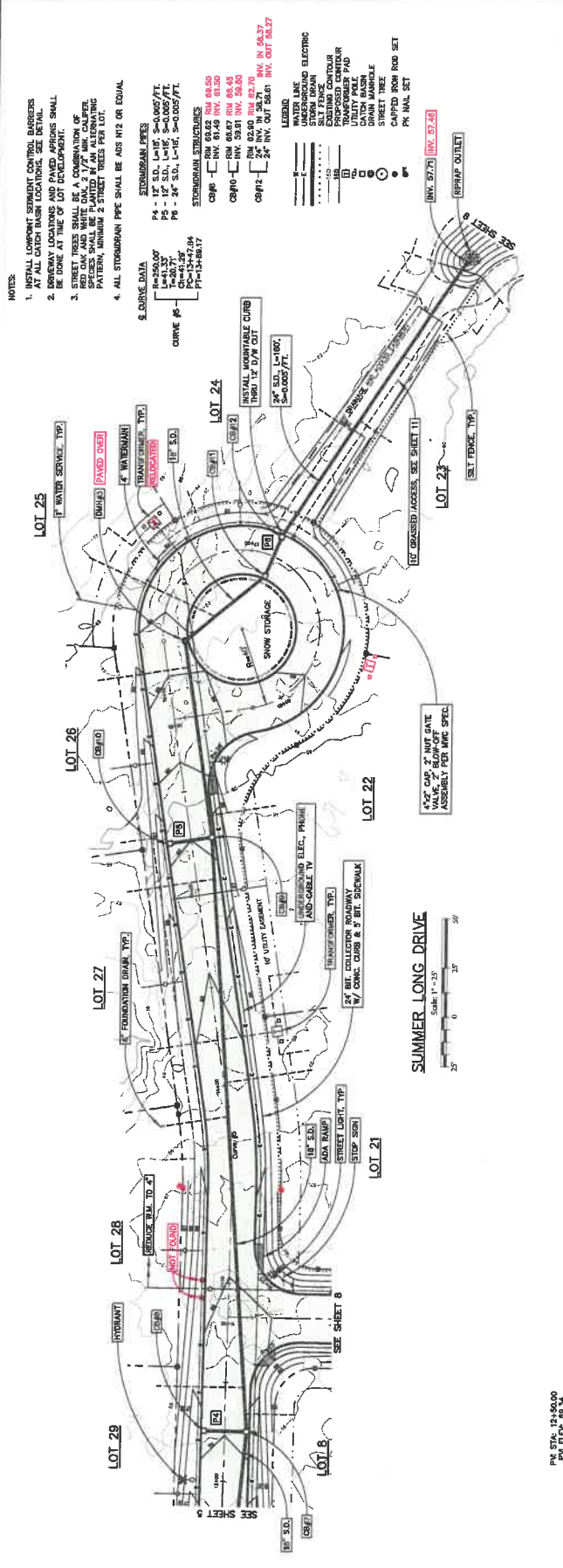
**BH2M**  
 Barry, Huff, McDonald, Milligan Inc.  
 Engineers, Architects, Surveyors  
 25 State Street  
 Portland, Maine 04103  
 Tel: (603) 833-2771  
 Fax: (603) 833-2520

Madison Development, LLC  
 706  
 4 Exchange Lane  
 South, Maine 04072

SUMMER LONG DRIVE  
 STA. 12+00.19 TO 19+55.16  
 ROAD NO. 803  
 OLD ORCHARD BRANCH, MAINE

DESIGNED	DATE
DRAWN	SCALE
CHECKED	DATE
DATE	SCALE
BY	BY
NO.	NO.
1/14/24	1/14/24

SHEET  
**6**  
 RECORD DRAWING





NO.	DATE	DESCRIPTION
1	1/24/20	ISSUED FOR PERMITTING



**BH2M**  
 Berry, Hitt, McDermott, Milligan, Inc.  
 Engineers, Planners, Surveyors  
 25 State Street  
 Portland, Maine 04103  
 Tel: (603) 833-2271  
 Fax: (603) 833-2272

Mescon Development, LLC  
 3000 Main Street  
 Scarborough, Maine 04072  
 Tel: (603) 882-1111

**WINTER BERRY LANE**  
 STA. 6+00 TO 11+62.01  
 ROCKS ROAD  
 OLD ORCHARD BEACH, MAINE

DESIGNED BY	DATE
DRAWN BY	SCALE
CHECKED BY	APP. NO.
S. BIRDA	1/24/20

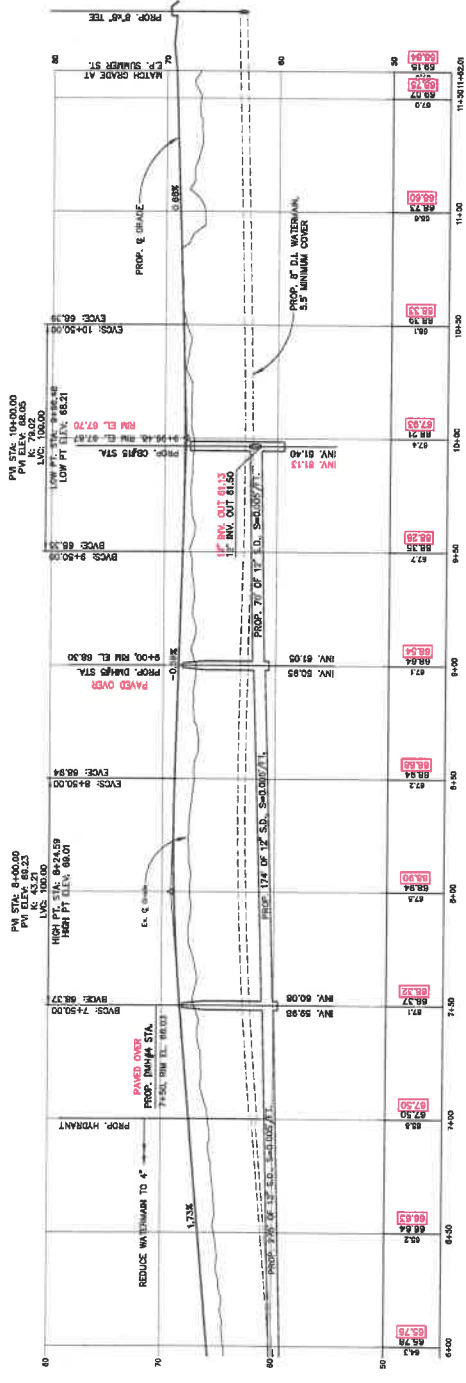
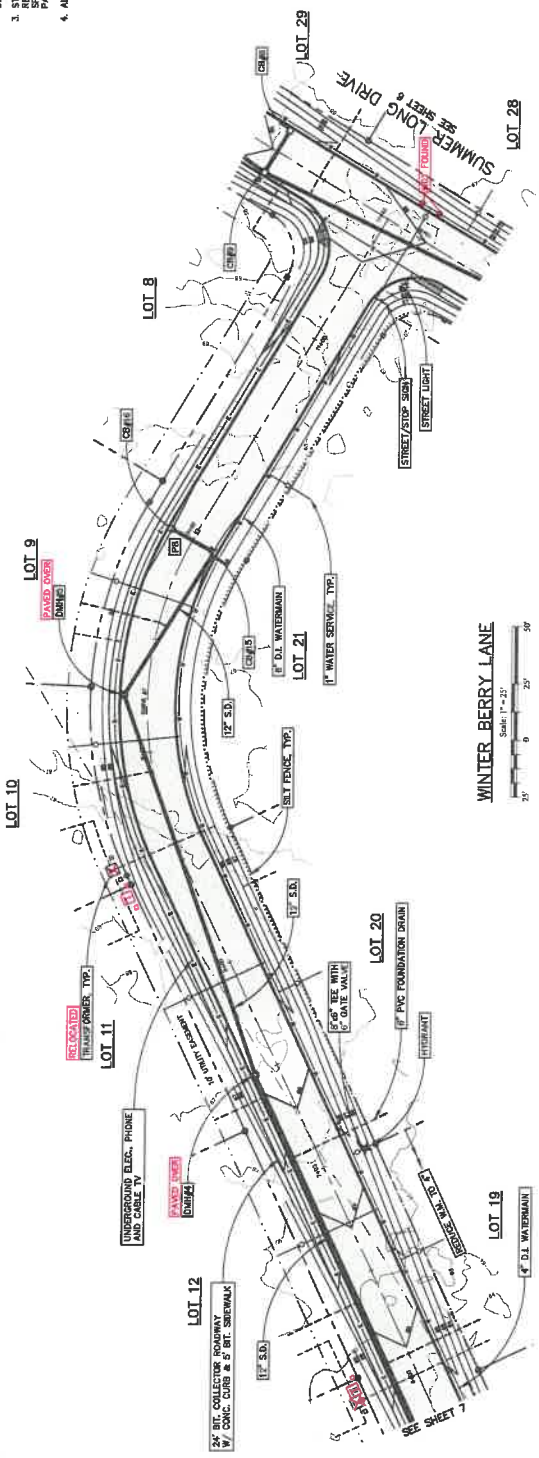
**8**  
 SHEET

PROVISIONAL AS SHOWN ON THIS SHEET IS NOT TO BE USED FOR CONSTRUCTION

- NOTES:**
- INSTALL LOWPORT SEDIMENT CONTROL BARRIERS AT ALL CATCH BASIN LOCATIONS. SEE DETAIL.
  - BE DONE AT TIME OF LOT DEVELOPMENT.
  - STREET TREES SHALL BE A COMBINATION OF RED OAK AND WHITE OAK, 2 1/2" MIN. CALIPER. SEE DETAIL FOR TREE SPECIFICATIONS AND PLANTING PATTERN. MINIMUM 2 STREET TREES PER LOT.
  - ALL STORMWATER PPE SHALL BE ADS #12 OR EQUIV.

- LEGEND**
- PAVED OVER
  - RELOCATED
  - TRAMP OVER
  - UNDERGROUND ELEC., PHONE AND CABLE TV
  - UNDERGROUND ELECTRIC
  - EXISTING CONTOUR
  - TRANSFORMER PAD
  - CATCH BASIN
  - DRAIN MANHOLE
  - STREET LIGHT
  - STREET REEL

- S. CURVE DATA**
- CURVE #1  
 L=142.00'  
 E=12.117'  
 PC=84+4.00'  
 PT=100+0.31'
- STORMWATER STRUCTURES**
- CB#16 - RM 67.87' RM 67.70' IN, OUT 61.30'  
 CB#17 - RM 67.87' RM 67.70' IN, OUT 61.30'
- STORMWATER PIPES**
- PR - 12" S.D., 1'-18", S=+0.005/FT.



**RECORD DRAWING**











(ME WATER)  
3 PGS

**CERTIFICATE OF PROJECT ACCEPTANCE**

**SUMTER LANDING MAIN EXTENSION**

**KNOW ALL MEN BY THESE PRESENTS**, that The Maine Water Company, having inspected the installation of the water mains and services as specified for the project, and having received certification verifying satisfactory results with regards to testing of the said installation, finds that it substantially complies with the terms of the Agreement between the Company and the Contractor/Developer dated as of the 12th day of July, in the year 2020.

This date shall mark the commencement of all warranties and guarantees required by the Agreement and General Conditions Specifications, and such warranties and guarantees shall be fully effective, notwithstanding the fact that the Company has inspected such property.

IN WITNESS WHEREOF, the parties hereto have caused the Certificate of Project Acceptance to be executed by their duly authorized officials.

Mezoian Development

 (Nov 9, 2021 06:34 EST)

Developer

Foglio Inc.



Contractor

Witness

  
Travis w Dyer (Nov 12, 2021 12:05 EST)



Maine Water

Marcus Knipp EIT  
Project Engineer











# Certificate of Project Acceptance - Sumter Landing Main Extension

Final Audit Report

2021-11-12

Created:	2021-11-08
By:	Marcus Knipp (mknipp@mainewater.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-vAeOR4LWdO5wKURwlfhisOb3MgW6rG

## "Certificate of Project Acceptance - Sumter Landing Main Extension" History

-  Document created by Marcus Knipp (mknipp@mainewater.com)  
2021-11-08 - 6:09:01 PM GMT- IP address: 134.238.180.84
-  Document emailed to Justin Foglio (justin.foglio@gmail.com) for signature  
2021-11-08 - 6:09:52 PM GMT
-  Email viewed by Justin Foglio (justin.foglio@gmail.com)  
2021-11-09 - 11:23:36 AM GMT- IP address: 66.67.57.19
-  Document e-signed by Justin Foglio (justin.foglio@gmail.com)  
Signature Date: 2021-11-09 - 11:24:13 AM GMT - Time Source: server- IP address: 66.67.57.19
-  Document emailed to Mike Mezoian (mezoiandevelopment@gmail.com) for signature  
2021-11-09 - 11:24:15 AM GMT
-  Email viewed by Mike Mezoian (mezoiandevelopment@gmail.com)  
2021-11-09 - 11:32:50 AM GMT- IP address: 108.183.172.62
-  Document e-signed by Mike Mezoian (mezoiandevelopment@gmail.com)  
Signature Date: 2021-11-09 - 11:34:05 AM GMT - Time Source: server- IP address: 108.183.172.62
-  Document emailed to Travis w Dyer (travis.dyer@mainewater.com) for signature  
2021-11-09 - 11:34:06 AM GMT
-  Email viewed by Travis w Dyer (travis.dyer@mainewater.com)  
2021-11-09 - 8:31:10 PM GMT- IP address: 174.242.68.217
-  Email viewed by Travis w Dyer (travis.dyer@mainewater.com)  
2021-11-12 - 2:13:27 PM GMT- IP address: 174.242.73.200

 Document e-signed by Travis w Dyer (travis.dyer@mainewater.com)

Signature Date: 2021-11-12 - 5:05:30 PM GMT - Time Source: server- IP address: 174.242.73.200

 Agreement completed.

2021-11-12 - 5:05:30 PM GMT

(Stormwater Maintenance Agreement)  
3 pgs

**Sumter Landing**

**Maintenance Agreement Stormwater Infrastructure Facilities**

This Maintenance Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Sumter Landing Homeowners' Association (the "Association") and the Town of Old Orchard Beach, Maine (the "Town").

WHEREAS, the subdivision project name is Sumter Landing situated in the Town of Old Orchard Beach, County of York, and State of Maine, as shown on plan titled "Final Plan, Sumter Landing, Ross Road, Old Orchard Beach, Maine", for Mezoian Development, LLC, dated January 2020 as revised through 9/18/20, by BH2M, Inc. and recorded in the York County Registry of Deeds in Plan Book 410, Page 11 (the "Project");

WHEREAS, the Project includes stormwater facilities infrastructure ("SWFI") owned by the Association that requires periodic maintenance; and

WHEREAS, the Town requires that annual inspections be carried out on the SWFI in accordance with the Town of Old Orchard Beach code of ordinances, the conditions of approval, and the terms, conditions, and restrictions set forth in State of Maine Department of Environmental Protection Department ("DEP") Order No. L-28570-NJ-A-N dated June 8, 2020, and recorded in said Registry in Book 18291, Page 4 (the "Order");

NOWHEREFORE, the Parties hereby agree as follows:

1. The Association, for itself, and its successors and assigns, agrees to carry out the requirements of the Order and the Town of Old Orchard Beach Code of Ordinances, including, but not limited to, the following:
  - a. To prevent the buildup and storage of sediment and debris in the system, employ a qualified inspector at least once annually to inspect, clean, maintain, and repair the SWFI, which includes, to the extent they exist, detention and/or filtration basins or ponds, drainage swales, pipes and related structures;
  - b. Repair any deficiencies in SWFI noted during the annual inspection;
  - c. Allow access by Town personnel or the Town's designee for inspecting the SWFI for conformance with these requirements; and
  - d. Annually provide the Town a signed certificate of compliance.
2. The Association shall record this Agreement in the York County Registry of Deeds and the Agreement shall constitute a covenant running with the land.

[Signature Pages to Follow]

**IN WITNESS WHEREOF**, said Sumter Landing Homeowners' Association caused this instrument to be signed by \_\_\_\_\_, its President, thereunto duly authorized, this \_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of

Sumter Landing Homeowners' Association

\_\_\_\_\_

By:  
Its: President

State of Maine

County of York, ss

\_\_\_\_\_, 2024

Personally appeared \_\_\_\_\_, in his/her capacity as the President of Sumter Landing Homeowners' Association, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of Sumter Landing Homeowners' Association.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Print Name: \_\_\_\_\_

**IN WITNESS WHEREOF**, said Town of Old Orchard Beach caused this instrument to be signed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, this \_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of

TOWN OF OLD ORCHARD BEACH

\_\_\_\_\_

\_\_\_\_\_

By:  
Its:

State of Maine

County of York, ss

\_\_\_\_\_, 2024

Personally appeared \_\_\_\_\_, in his/her capacity as the \_\_\_\_\_ of Town of Old Orchard Beach, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of the Town of Old Orchard Beach.

Before me,

\_\_\_\_\_

Notary Public/Attorney at Law

Print Name: \_\_\_\_\_



(CCTV REPORT)  
8 PGS

Date	Location	Work	Issue 1	Video ID (s)	Duration (Min.)	Length	Material	Size	Condition	Clean	Notes
10/21/2024	Winter Berry In. (inlet) CI-790 (DS) to (outlet) CO-848 (drainage)	Pre Acceptance	Needs Flush	8417	45	68	ADS	15	Good	FALSE	Setup #118, (mainline cross culvert GIS ID 8417) pre acceptance assessment. Other than needing a flush, the line is good.
10/21/2024	Winter Berry In. (inlet) CI-791 (DS) to (outlet) CO-849 (drainage)	Pre Acceptance	Needs Flush	8418	30	55	ADS	18	Good	FALSE	Setup #119, (mainline cross culvert GIS ID 8418) pre acceptance assessment. Other than needing a flush, the line is good.
10/21/2024	Winter Berry In. CB- 1437 (DS) to (outlet) OF-121 (drainage)	Pre Acceptance	None	8421	60	212	ADS	18	Good	TRUE	Setup #120, (mainline GIS ID 8421) pre-acceptance assessment. Cross country run. No issues were found.
10/21/2024	Winter Berry In. CB- 1437 (US) to CB-1438 (drainage)	Pre Acceptance	None	8422	30	19	ADS	18	Good	TRUE	Setup #121, (mainline GIS ID 8422) Pre-acceptance assessment was good and no issues or laterals were found.
10/21/2024	Winter Berry In. DMH- 170 (DS) to CB-1438 (drainage)	Pre Acceptance	None	8424	90	278	ADS	12	Good	TRUE	Setup #122, (mainline GIS ID 8424) Pre-acceptance assessment was good and no issues were found.
10/21/2024	Winter Berry In. DMH- 170 (US) to DMH-171 (drainage)	Pre Acceptance	None	8425	60	175	ADS	12	Good	TRUE	Setup #123, (mainline GIS ID 8425) Pre-acceptance assessment was good and no issues were found.
10/22/2024	Winter Berry In. CB- 1439 (DS) to DMH- 171 (drainage)	Pre Acceptance	None	8426	60	70	ADS	12	Good	TRUE	Setup #124, (mainline GIS ID 8426) Pre-acceptance assessment was good and no issues were found.
10/22/2024	Winter Berry In. CB- 1439 (US) to CB-1440 (drainage)	Pre Acceptance	None	8427	30	18	ADS	12	Good	TRUE	Setup #125, (mainline GIS ID 8427) Pre-acceptance assessment was good and no issues or laterals were found.
10/22/2024	Summer Long dr. CB- 1441 (DS) to (Outfall) OF-120 (drainage)	Pre Acceptance	None	8428	45	167	ADS	24	Good	TRUE	Setup #126, (mainline GIS ID 8428) Pre-acceptance assessment was good, and no issues were found.
10/22/2024	Summer Long dr. CB- 1441 (US) to CB-1442 (drainage)	Pre Acceptance	None	8428	30	17	ADS	24	Good	TRUE	Setup #127, (mainline GIS ID 8429) Pre-acceptance assessment was good and no issues or laterals were found.
10/22/2024	Summer Long dr. DMH-172 (US) to CB- 1442 (drainage)	Pre Acceptance	None	8430	45	49	ADS	24	Good	TRUE	Setup #128, (mainline GIS ID 8430) pre-acceptance assessment was good and no issues were found.
10/22/2024	Summer Long dr. DMH-172 (US) to CB- 1444 (drainage)	Pre Acceptance	None	8431	45	98	ADS	18	Good	TRUE	Setup #129, (mainline GIS ID 8431) pre-acceptance assessment was good, and no issues were found.
10/22/2024	Summer Long dr. CB- 1444 (US) to CB-1446 (drainage)	Pre Acceptance	None	8433	60	300	ADS	18	Good	TRUE	Setup #130, (mainline GIS ID 8433) pre-acceptance assessment was good, and no issues were found.
10/22/2024	Summer Long dr. CB- 1444 (US) to CB-1443 (drainage)	Pre Acceptance	None	8432	30	19	ADS	12	Good	TRUE	Setup #131, (mainline GIS ID 8432) Pre-acceptance assessment was good, and no issues or laterals were found.



Date	Location	Work	Issue 1	Video ID (s)	Duration (Min.)	Length	Material	Size	Condition	Clean	Notes
10/22/2024	Summer Long dr. CB-1446 (US) to CB-1445 (drainage)	Pre Acceptance	None	8434	30	18	ADS	12	Good	TRUE	Setup #132, (mainline GIS ID 8434) Pre-acceptance assessment was good, and no issues or laterals were found.
10/23/2024	Summer Long dr. CB-1448 (DS) to CB-1446 (drainage)	Pre Acceptance	None	8435	60	302	ADS	15	Good	TRUE	Setup #133, (mainline GIS ID 8435) pre-acceptance assessment was good, and no issues were found.
10/23/2024	Summer Long dr. CB-1448 (US) to CB-1447 (drainage)	Pre Acceptance	None	8436	30	19	ADS	12	Good	TRUE	Setup #134, (mainline GIS ID 8436) Pre-acceptance assessment was good, and no issues or laterals were found.
10/23/2024	Summer Long dr. CB-1448 (US) to CB-1450 (drainage)	Pre Acceptance	None	8437	45	225	ADS	15	Good	TRUE	Setup #135, (mainline GIS ID 8437) pre-acceptance assessment was good, and no issues were found.
10/23/2024	Summer Long dr. CB-1449 (DS) to CB-1450 (drainage)	Pre Acceptance	None	8438	30	18	ADS	12	Good	TRUE	Setup #136, (mainline GIS ID 8438) Pre-acceptance assessment was good, and no issues or laterals were found.
10/23/2024	Summer Long dr. DMH-173 (DS) to CB-1450 (drainage)	Pre Acceptance	None	8439	45	174	ADS	15	Good	TRUE	Setup #137, (mainline GIS ID 8439) pre-acceptance assessment was good, and no issues were found.
10/23/2024	Summer Long dr. DMH-173 (US) to DMH-174 (drainage)	Pre Acceptance	None	8440	30	82	ADS	15	Good	TRUE	Setup #138, (mainline GIS ID 8440) Pre-acceptance assessment was good, and no issues or laterals were found.
10/23/2024	Summer Long dr. CB-1452 (DS) to DMH-174 (drainage)	Pre Acceptance	Sag(s)	8441	60	282	ADS	15	Good	TRUE	Setup #139, (mainline GIS ID 8441) pre-acceptance assessment was good, and other than one light sag, no issues were found.
10/23/2024	Summer Long dr. CB-1452 (US) to CB-1451 (drainage)	Pre Acceptance	None	8442	30	17	ADS	12	Good	TRUE	Setup #140, (mainline GIS ID 8442) Pre-acceptance assessment was good, and no issues or laterals were found.



One very light sag that isn't causing an issue.

Good

Good

Good

Good

Good

CB-1451

CB-1452

DMH-174

DMH-175

CB-1449

CB-1450

CB-1447

CB-1448

ROSES RD

CB-1415

1

3

5

7

8

9

10

11

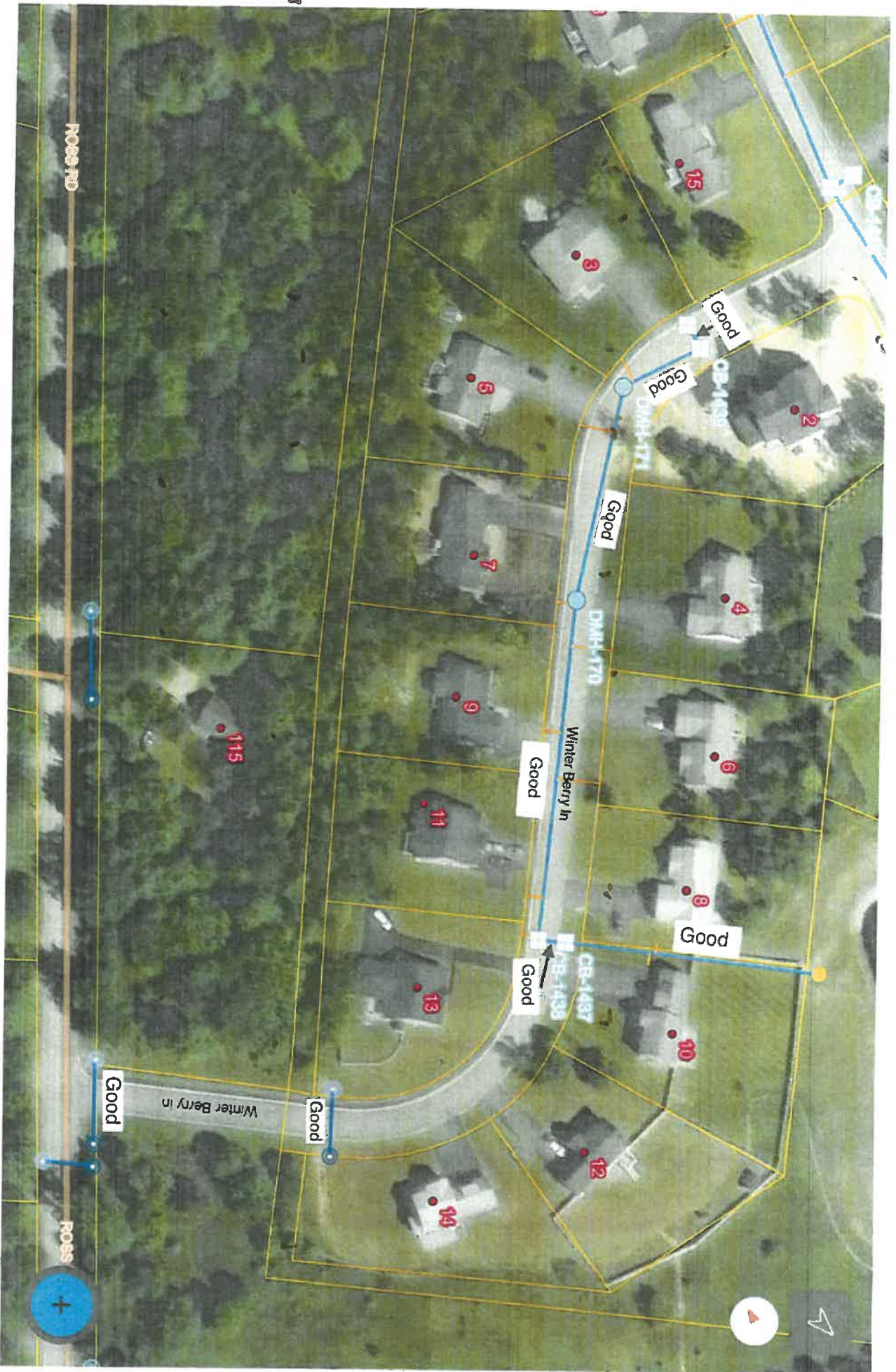
12

13









## Main Inspections Small Photos

Asset ID: <b>8441</b>	City: <b>OOB</b>	Address: <b>Summer Long dr.</b>	Project name: <b>Summer Long dr.</b>
Start Date/Time: <b>10/23/2024 11:23 AM</b>	Asset length: <b>281.8 ft.</b>	Weather: <b>Dry</b>	Operator: <b>Rob</b>
Upstream node: <b>CB-1452</b>	Depth US: <b></b>	Downstream node: <b>DMH-174</b>	Depth DS: <b></b>
Pipe type: <b>Circular</b>	Pipe material: <b>Polyethylene</b>	Pipe height: <b>15.0 in.</b>	Pipe width: <b></b>

Setup #139, Summer Long dr. storm water collector. Pre-acceptance assessment.

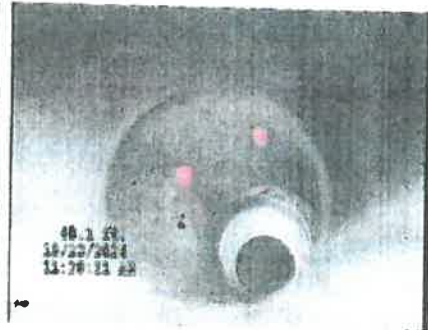
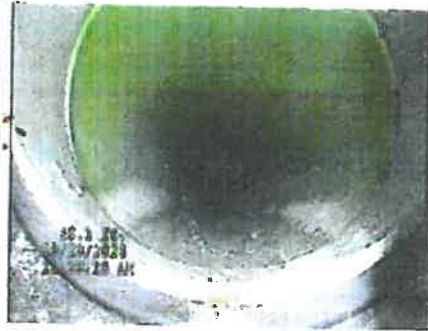
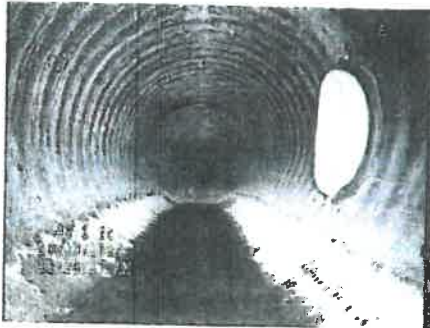
### Observations

Distance	Dir.	Length	From/To Code	Modifier/Severity	Rating	Comments
19.3 ft.	D	9.7 ft.	/ Sag	Light	30	Light sag



48.1 ft. D 3 / Lateral Inserta-t

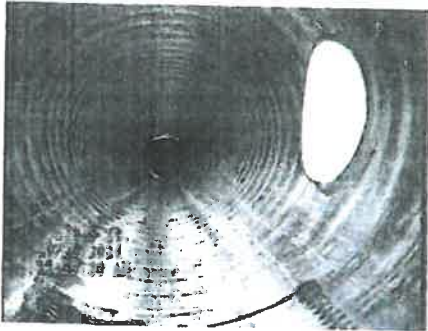
6" Lateral PVC inserta-t that visibly reduces to 4" PVC further (US) (good)



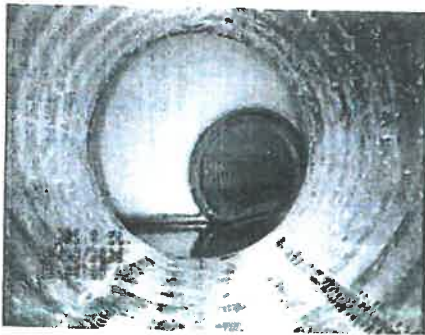


## Observations

Distance	Dir.	Length	From/To Code	Modifier/Severity	Rating	Comments
178.5 ft.	D		3 / Lateral Inserta-t	Live Connection		6" Lateral PVC inserta-t that is too high for full internal view (good)



281.8 ft.	D		/ End of Pipe			End of the line at DMH-174 (other than one light sag, the line is good)
-----------	---	--	---------------	--	--	---



### Inspection's photos



CUES, Inc.  
 3600 Rio Vista Avenue  
 Orlando, FL 32805  
 Phone: 407-849-0190  
 Fax: 407-425-1569

## Main Inspections and Scoring

<b>8441</b>	<b>OOB</b>	Address:	Project name:
<b>CB-1452</b>	Downstream node:	<b>Summer Long dr.</b>	<b>Summer Long dr.</b>
<b>Circular</b>	<b>DMH-174</b>	Start date/time:	End date/time:
<b>281.8 ft.</b>	Pipe material:	<b>10/23/2024 11:23 AM</b>	<b>10/23/2024 11:38 AM</b>
<b>Rob</b>	<b>Polyethylene</b>	Pipe height:	Pipe width:
	Surveyed distance:	<b>15.0 in.</b>	
	<b>281.8 ft.</b>	Reason:	Work order no.:
	Weather:	<b>Pre-Acceptance</b>	<b>8441</b>
	<b>Dry</b>	Status:	
		<b>Completed</b>	

Setup #139, Summer Long dr. storm water collector. Pre-acceptance assessment.

### Scores

Calculated at: 10/23/2024 11:38:43 AM

Maximum Score	Mean Score	Sum of Defects	Sum-of-the Score	CUES Total Pipe Score
30	30.00	1	30	30.75

### Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating
19.3 ft.	D	9.7 ft.	/	Sag	Light	30
48.1 ft.	D		3 /	Lateral Inserta-t		
178.5 ft.	D		3 /	Lateral Inserta-t	Live Connection	
281.8 ft.	D		/	End of Pipe		

(Wright Pierce Acceptance MEMO)  
6 pgs

Date: **9/18/2024**

Project No.: **14281/G/CVME**

To: **Jeffrey Hinderliter, Town of Old Orchard Beach Planner**

From: **Jaime Wallace, PE**

Subject: **Sumter Landing – Roadway Acceptance Memo of Findings**

---

Wright-Pierce has reviewed the warranty deed for Summer Long Drive and Winter Berry Lane, prepared by Weinstein Lovell & Ordway, P.A. on behalf of Mezoian Development, LLC., associated with the Sumter Landing subdivision located off Ross Road in Old Orchard Beach. Our review is based on site inspections conducted by Wright-Pierce and BH2M (the engineer of record), as well as documentation submitted by the Developer during construction. It is our understanding the following areas are being requested for acceptance by the Town:

- All land within Summer Long Drive Right-of-Way
- All land within Winter Berry Lane Right-of-Way
- Infrastructure within Summer Long Drive and Winter Berry Lane including all utilities within the right-of-way.
- All utility easements as shown on the approved design plan prepared by BH2M and dated January 2020 and included as page 7 of the Warranty Deed prepared by Weinstein Lovell & Ordway, P.A. dated August 21, 2024.

It is our understanding that the wet pond located behind lots 17, 18, 19, 23, and 24 will be owned and maintained by the Homeowner's Association and will not be included in this request for acceptance. However, a 20' wide drainage and access easement between lot 17 and 18 and between lot 23 and 24 is being offered to the Town for use if necessary.

### Inspections Incomplete

The following inspections were reviewed and remain outstanding:

- CCTV of storm drain. Please see attached field report for discussion on acceptance.

### Road Acceptance Walkthrough

Wright-Pierce conducted a walkthrough of the entire subdivision on September 13, 2024, to review all items within the right-of-way requested for acceptance by the Town. A copy of the field report is attached as reference. The following items were identified as being incomplete:

- Handicap detectable devices were not installed at the following intersections as shown on the approved design plans:
  - The intersection of Ross Road and Summer Long Drive (approximately Sta. 0+25)
  - The intersection of Summer Long Drive and Winter Berry Lane (approximately Sta. 12+55 and Sta. 13+05)
  - The end of Summer Long Drive prior to the cul-de-sac (approximately Sta. 15+50)
  - The intersection of Winter Berry Lane and Ross Road (approximately Sta. 0+25)

### Attachments:

- Sumter Landing Daily Field Report (dated September 13, 2024)
- Warranty Deed prepared by Weinstein, Lovell, & Ordway, P.A. (dated August 21, 2024)
- Sumter Landing As-Builts prepared by BH2M (dated July 24, 2024)



**Sumter Landing Daily Field Report  
(dated September 13, 2024)**



**3<sup>rd</sup> PARTY INSPECTION FIELD REPORT**

Project	Sumter Landing		
Contract No.	WP 14281G	Date:	9/13/2024
Job Location	Off Ross Road		
Owner	Mezoian Development (Contact: Mike Mezoian 207-229-4341)		
Design Engineer	BH2M (Contact: Steven Blake 207-839-2771)		
Contractor:	Foglio, Inc. (Contact: Doug Foglio 207-205-3758)		
Weather:	Mostly Sunny	Temperature	80 °F
Time On-Site	9:00 AM	Time Leaving Site	10:30 AM
Requested Inspection	Road Acceptance Walkthrough		
Area of Work	No active construction		
ESC Inspection Completed:	No		

**Inspection Visitors/Personnel On-site:**

- Jaime Wallace – Wright-Pierce
- Jeffrey Hinderliter – Town of Old Orchard Planning
- Mike Foster – Town of Old Orchard Planning
- Chris White – Town of Old Orchard Public Works
- Mike Hersey – Town of Old Orchard Public Works
- Karen Fortier – Town of Old Orchard Assessing
- Mike Mezoian – Mezoian Development, LLC.
- Doug Foglio – Foglio, Inc.

**Summary of Construction Activities/Comments/Observations:**

- Wright-Pierce was contacted to conduct a roadway acceptance walkthrough to review work completed based on roadway acceptance documentation submitted by the Developer.
- Upon arrival to the site, no active construction was on-going, and all house lot construction appeared to be complete.
- The following items were observed during the site walk which we recommend coordinating further with the developer prior to road acceptance:
  - Handicap detectable devices were not installed at any of the tip down locations within the development. Detectable devices should be installed as shown on the approved design plans.
  - The owner of Lot 17 has built a fence over the 20' wide drainage and access easement to the wet pond at the rear of the lot. The developer will coordinate with the Lot owner to let them know that if access is required to the wet pond, the owner will be required to remove the fence at their expense to allow access to the wet pond.
- The following inspections were reviewed and remain outstanding:
  - CCTV of storm drain. Since Wright-Pierce was onsite during installation of the storm drainage infrastructure, the Town will conduct the CCTV once the camera truck is available again. However, if the Owner wishes to hire their own CCTV company to CCTV all storm drainage infrastructure, they may do so and submit the results to the Town at their own expense.

**Documents Submitted/Reviewed On-Site/Discussed:**

- Sumter Landing Final Construction Plan Set, prepared by BH2M consisting of 14 sheets, dated January 2020.
- Warranty Deed prepared by Weinstein, Lovell, & Ordway, P.A. dated August 21, 2024.

**Actions Required:**

- Install handicap detectable devices as shown on the approved design plans.

**Action Follow-Up (Actions Noted during Previous Inspections):**

Action/Deficiency Summary (Observed during previous inspection)	Date Observed	Resolved (Yes/No)	Re-inspection Date(s)	Comments/Corrective Actions taken and/or Additional Observations
Remove sediment within roadway	5/11/2021	No	5/17/2021	

**Document Tracking:**

Date Documents Submitted	Reference Documents	Notes/Revisions
<b>Pre-Construction Documents</b>		
9/22/2020	Primary Contact for Project Communication	9/22/2020: COMPLETE
9/22/2020	Contact Information for Construction Team	9/22/2020: COMPLETE
10/7/2020	Construction Schedule	10/7/2020: COMPLETE
10/26/2020	PDF of Site/Subdivision Plans and Details – <i>Issued for Construction</i>	10/26/2020: COMPLETE
9/18/2020	Performance Guarantee and Escrow	9/18/2020: COMPLETE
9/23/2020	Copy of Erosion and Sedimentation Control Plan <i>(A copy should be on-site at all times along with contractor logs)</i>	9/23/2020: COMPLETE
9/23/2020	Copy of Approved Permits and Order of Conditions	9/23/2020: COMPLETE
9/23/2020	Copy of the Post-Construction Management Plan, Signed Maintenance Agreement and List of Post-Construction BMPs in accordance with Ch 71 Requirements	9/23/2020: Awaiting signed maintenance agreement.
10/21/2020	Clearing and Grubbing	No Exceptions Taken.
10/21/2020	Erosion and Sedimentation Control	No Exceptions Taken.
Not Applicable	Wastewater Collection System (Sewer) Installation	Not Applicable. Individual septic systems.
Not Applicable	Wastewater Collection System (Sewer) Testing	Not Applicable. Individual septic systems.
Not Applicable	CCTV Inspection of Sewer Infrastructure	Not Applicable. Individual septic systems.
10/21/2020	Storm Drain Installation (Infrastructure)	No Exceptions Taken.
10/21/2020	Storm Drain Installation (graded)	No Exceptions Taken.
	CCTV Inspection of Storm Drain Infrastructure	
	Stormwater BMPs (inspection by EOR Anticipated)	
11/11/2020, 12/2/2020, 1/13/2021 1/21/2021	Site Subgrade	No Exceptions Taken.
11/11/2020, 12/2/2020, 5/11/2021	Aggregate Base Material	No Exceptions Taken.
11/30/2020, 12/2/2020 1/21/2021	Aggregate Subbase Material	No Exceptions Taken.
11/30/2020, 12/4/2020,	Pavement: Binder	No Exceptions Taken.

5/17/2021		
6/17/2024	Pavement: Surface	No Exceptions Taken.
9/13/2024	Loam and Seed/Landscaping	9/13/2024: Road acceptance walkthrough complete
9/13/2024	Substantial Completion	9/13/2024: Road acceptance walkthrough complete
9/13/2024	Final Completion	9/13/2024: Road acceptance walkthrough complete
<b>Construction Documents</b>		
9/13/2024	Erosion and Sedimentation Control Logs	9/13/2024: Project complete
8/22/2024	ESC, Site Inspections and Field Reports by Engineer-of-Record or Developers Inspection Engineer	8/22/2024: COMPLETE
8/22/2024	Stormwater BMP Certification by Engineer-of-Record	8/22/2024: COMPLETE
10/5/2020	Roadway: Aggregate Gradation Results	10/5/2020: Submitted. See submittal review form 1.
11/30/2020 12/5/2020 5/11/2021	Roadway: Compaction Testing Results	11/30/2020: Submitted. See submittal review form 4. 12/5/2020: Submitted. See submittal review form 6. 5/11/2021: Submitted. See submittal review form 7.
5/11/2021 5/21/2024	Roadway: Pavement Mix Design	5/11/2021: Submitted. See submittal review form 3. 5/21/2024: Surface pavement mix design re-submitted. See submittal review form 8.
7/11/2024	Roadway: Weight-slips	7/11/2024: Surface paving weight slips submitted.
12/5/2020 9/18/2024	Water Main Acceptance Letter from MaineWater	12/5/2024: Partial acceptance letter for Summer Long Drive received on 12/5/2020. 9/18/2024: Final acceptance letter received from Maine Water
Not Applicable	Sewer testing results	Not Applicable. Individual septic systems.

Signed By: Jaime Wallace

Name Jaime Wallace, PE Title Project Manager

**Copy To:**

- Jeffrey Hinderliter, Town Planner, [jhinderliter@oobmaine.com](mailto:jhinderliter@oobmaine.com)
- Michael Foster, Associate Planner, [mfoster@oobmaine.com](mailto:mfoster@oobmaine.com)
- Chris White, Director of Public Works, [cwhite@oobmaine.com](mailto:cwhite@oobmaine.com)
- Rick Haskell, Code Enforcement, [rhaskell@oobmaine.com](mailto:rhaskell@oobmaine.com)
- Jaime Wallace, Wright-Pierce, [Jaime.wallace@wright-pierce.com](mailto:Jaime.wallace@wright-pierce.com)
- Brooke Springer, Wright-Pierce, [brooke.springer@wright-pierce.com](mailto:brooke.springer@wright-pierce.com)
- Christine Rinehart, Wright-Pierce, [Christine.rinehart@wright-pierce.com](mailto:Christine.rinehart@wright-pierce.com)
- Mike Mezoian, Mezoian Development, [mezoiandevelopment@gmail.com](mailto:mezoiandevelopment@gmail.com)
- Doug Foglio, Foglio, Inc., [dougjr@foglioinc.com](mailto:dougjr@foglioinc.com)
- Justin Foglio, Foglio, Inc., [justin.foglio@gmail.com](mailto:justin.foglio@gmail.com)

**Photos:**



**Photo 1: Handicap Detectable Device Needed at Intersection of Summer Long Drive and Ross Road (Photo taken by Jaime Wallace, PE dated 9/13/2024).**



**Photo 2: Handicap Detectable Device Needed at End of Summer Long Drive Near Cul-de-Sac (Photo taken by Jaime Wallace, PE dated 9/13/2024).**

(Trail EASEMENT)

3 pgs

### EASEMENT AGREEMENT

THIS AGREEMENT is entered into by and between **MEZOIAN DEVELOPMENT, LLC**, a Maine Limited Liability Company with a place of business in the City of Saco, County of York and State of Maine, (hereinafter, "Mezoian") and the **THE TOWN OF OLD ORCHARD BEACH**, a body corporate, located at Old Orchard Beach in the County of York and State of Maine, (hereinafter "OOB").

### WITNESSETH

WHEREAS, Mezoian is the owner of that certain parcel of land situated in the Town of Old Orchard Beach, York County, Maine, and depicted as "Open Space, 153,966 S.F." (hereinafter, Mezoian Parcel") upon Subdivision Plan entitled, "Final Plan, Sumter Landing" dated January, 2020, as revised through September 18, 2020, approved by the Town of Old Orchard Beach on September 10, 2020, and recorded in said Registry in Plan Book 410, Page 11 (hereinafter, the "Plan"); and

WHEREAS, OOB is the owner of that certain parcel of land situated in said Town of Old Orchard Beach, described in deed from James J. Ford, Jr., Sole Trustee of the Ford Family Trust, to OOB of near date herewith, and recorded in said Registry in Book 18489, Page 305 (hereinafter, "OOB Parcel"); and

WHEREAS, the parties are desirous of entering into an agreement for the purpose of providing access for the general public to and from OOB Parcel across Mezoian Parcel.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. Mezoian hereby grants to OOB a 10 foot wide easement for the benefit of OOB Parcel for purposes of ingress to and egress from OOB Parcel, as follows:
  - a. Across that portion of Mezoian Parcel depicted on the Plan as "10' Easement for Public Access" (hereinafter, "Easement Area A"); and
  - b. Across that portion of Summer Long Drive located between Ross Road and said "10' Easement for Public Access", along the northerly boundary of Summer Long Drive (hereinafter "Easement Area B").
2. The use of the Easement Areas by the general public shall be by foot or by non-motorized vehicle (i.e, bicycle), except that a) power-driven mobility devices for use by persons



who have mobility impairments; and b) emergency vehicles in the case of emergency within the Easement Areas shall be permitted.

3. Permitted uses of the Easement Areas by the general public shall include walking, jogging and bicycling. Picnicking, sunbathing, and other stationary activities are prohibited within the Easement Areas.

4. Mezoian, its successors in interest and assigns, shall not be responsible for maintenance of the Easement Areas.

5. OOB and/or its agents shall have the right to enter the Easement Areas at any time for the purpose of maintaining said Easement Areas. Notwithstanding Paragraph 3 above, maintenance activities conducted by OOB and/or its agent may include motorized vehicular use, to the extent reasonably necessary.

6. Mezoian, its successors in interest and assigns, shall have the right to exclude persons from the Easement Areas who are a) in locations other than the Easement Areas; or b) not engaged in permitted uses.

7. Use of any portion of the Easement Areas by members of the general public shall be at their own risk. Neither Mezoian nor OOB, by entering into this agreement, assume duty to or for the benefit of the general public for defects in the Easement Areas, for unsafe conditions within the Easement Areas, for the failure to inspect for or warn against possibly unsafe conditions, or to close the Easement Areas to public access when unsafe conditions may be present.

8. OOB does hereby agree to defend, hold harmless, and indemnify Mezoian, its successors in interest and assigns, from any claim of liability or any other claim involving the general public's right to use the Easement Areas, unless caused by the negligent or willful conduct by Mezoian, its successors in interest and assigns. Nothing in this Agreement does, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

9. In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

10. The terms, conditions, and provision of this Agreement shall extend to, be binding upon, and inure to the benefit of the successors and assigns of the parties, except that the easement across Easement Area B shall automatically be extinguished upon the formal acceptance of Summer Long Drive as a public way.

11. If a provision of this agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this agreement remain valid, binding, and enforceable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 15<sup>th</sup> day of December, 2020.

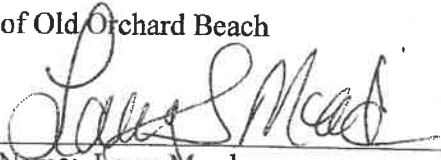
Mezoian Development, LLC

By:

  
Michael H. Mezoian  
Its Manager

The Town  
of Old Orchard Beach


By:

  
Name: Larry Mead  
Its: Town Manager, Duly Authorized

STATE OF MAINE  
COUNTY OF YORK, ss

DECEMBER 26, 2020

Then personally appeared before me the above-named Michael H. Mezoian, in his capacity as President of Mezoian Development, LLC, duly authorized, and acknowledged the foregoing to be his free act and deed and the free act and deed of said Mezoian Development, LLC.

  
Notary Public/ Attorney at Law  
BARBARA J. DRESSEL

STATE OF MAINE  
COUNTY OF YORK, ss

12/15, 2020

Then personally appeared before me the above-named Larry Mead, in his capacity as Town Manager of the Town of Old Orchard Beach, duly authorized, and acknowledged the foregoing to be his act and deed and the free act and deed of said Town of Old Orchard Beach.

  
Notary Public/ Attorney at Law

**JEFFREY THOMPSON, JR.  
NOTARY PUBLIC  
STATE OF MAINE  
MY COMMISSION EXPIRES  
OCTOBER 17, 2021**



(ACCESS EASEMENT TO ROSS RD)  
2 pgs

### EASEMENT DEED

**THE TOWN OF OLD ORCHARD BEACH**, a body corporate, located at Old Orchard Beach in the County of York and State of Maine, hereby grants to **MEZOIAN DEVELOPMENT, LLC**, a Maine Limited Liability Company with a principal place of business in the City of Saco, County of York and State of Maine, whose mailing address is 4 Driftwood Lane, Saco, ME 04072, a perpetual right of way for ingress and egress and an easement for all utility services, over, under, and through that certain parcel of land located on the southeasterly sideline of Ross Road, so-called, in the Town of Old Orchard Beach, County of York and State of Maine, described as follows:

Beginning at a granite monument to be set on the southeasterly sideline of said Ross Road at the southwesterly corner of land now or formerly of Eric R. Nason and Barbara L. Nason as described in deed recorded in the York County Registry of Deeds in Book 17434, Page 797; thence S 54° 34' 28" E along said land of Nason a distance of 158.91 feet to a ¾" iron pipe found and land of Grantee, as described in deed from James J. Ford, Jr., Sole Trustee of the Ford Family Trust dated September 25, 2020, and recorded in said Registry in Book 18390, Page 220; thence S 36° 08' 55" W along said land of Grantee a distance of 50.00 feet to a point; thence N 54° 34' 28" W across the land of Grantor a distance of 152.25 feet to a granite monument to be set and the southeasterly sideline of said Ross Road; thence N 28° 33' 06" E along the southeasterly sideline of said Ross Road a distance of 50.36 feet to the point of beginning.

The above described 50 foot wide right of way and easement encompasses 7,779 square feet. All bearings refer to Grid North.

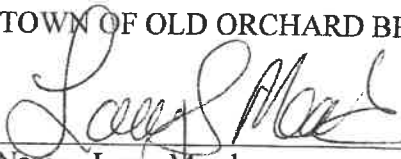
The Grantee, its successors in interest and assigns, shall have the right to enter upon said right of way and easement area with persons, machinery, and equipment, for purposes which include but shall not be limited to constructing, paving, using, maintaining, inspecting, repairing, and improving a road, and for purposes of ingress to and egress from land of Grantee described in said deed from James J. Ford, Jr., Sole Trustee of the Ford Family Trust to Mezoian Development, LLC, recorded in said Registry in Book 18390, Page 220, as well as for the introduction, maintenance, repair and replacement of all utility services. Grantee, its successors and assigns, agree to indemnify and hold harmless Grantor, its successor and assigns, from and against any and all damages, liabilities, losses, expenses, claims and suits (including the cost of defending the same or suffered in consequence of either bodily injury to any person (including death) or damage to any property arising out of, or in connection with, the Easement granted to Grantee, its successors and assigns, or the exercise by Grantee of the rights granted by this Easement or the breach of violate of the terms hereof by Grantee. Nothing in this Easement does, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

The above-described right of way and easement area is depicted upon Subdivision Plan of Sumter Landing dated January 20, 2020, as revised through September 18, 2020, and recorded in the York County Registry of Deeds in Plan Book 410, Page 11 as "50' Access Easement from the Town of Old Orchard Beach" and shall benefit said land of Grantee described in deed from James J. Ford, Jr., Sole Trustee of the Ford Family Trust recorded in Book 18390, Page 220. Said easement and right of way shall burden land of the Grantor depicted on said Plan as "N/F Town of Old Orchard Beach, Map 107, Block 2, Lot 18".

IN WITNESS WHEREOF, the said Town of Old Orchard Beach have caused this instrument to be signed in its corporate name by Larry Mead, its Town Manager, duly authorized, this 15<sup>th</sup> day of December, 2020.

THE  
TOWN OF OLD ORCHARD BEACH

By:

  
Name: Larry Mead  
Its: Town Manager

STATE OF MAINE  
COUNTY OF YORK, ss

December 15, 2020

Personally appeared the above-named Larry Mead, in his capacity as Town Manager of the Town of Old Orchard Beach, and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of said Town of Old Orchard Beach.

Before me,

  
Notary Public  
Name:

Commission Expires:  
**JEFFREY THOMPSON, JR.**  
**NOTARY PUBLIC**  
**STATE OF MAINE**  
**MY COMMISSION EXPIRES**  
**OCTOBER 17, 2021**



# Search Results Report

Old Orchard Beach, ME  
August 21, 2024

(Abutter List)  
4 pgs

Parcel Number: 105-2-700 CAMA Number: 105-2-700 Property Address: SUMMER LONG DR	Mailing Address: SUMTER LANDING HOMEOWNERS' ASSOCIATION  SACO, ME 04072
Parcel Number: 105-2-701 CAMA Number: 105-2-701 Property Address: 1 SUMMER LONG DR	Mailing Address: MATTEAU JAMES J & CRYSTAL A 1 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-702 CAMA Number: 105-2-702 Property Address: 3 SUMMER LONG DR	Mailing Address: HIERS CATHERINE MERCHANT & THOMAS STANLEY 3 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-703 CAMA Number: 105-2-703 Property Address: 5 SUMMER LONG DR	Mailing Address: HALBIG DONNA & MICHAEL 39 JAMECO MILL RD SCARBOROUGH, ME 04074
Parcel Number: 105-2-704 CAMA Number: 105-2-704 Property Address: 7 SUMMER LONG DR	Mailing Address: GAGNE ALLI T 7 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-705 CAMA Number: 105-2-705 Property Address: 9 SUMMER LONG DR	Mailing Address: LONGO ANDREA 9 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-706 CAMA Number: 105-2-706 Property Address: 11 SUMMER LONG DR	Mailing Address: BASILE JON P & VICKIE M 11 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-707 CAMA Number: 105-2-707 Property Address: 13 SUMMER LONG DR	Mailing Address: HOWES DYLAN 13 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-708 CAMA Number: 105-2-708 Property Address: 15 SUMMER LONG DR	Mailing Address: SEDONA REALTY GROUP LLC 32 QUIMBY AVENUE WOBURN, MA 01801
Parcel Number: 105-2-722 CAMA Number: 105-2-722 Property Address: 19 SUMMER LONG DR	Mailing Address: FLAHERTY PETER & HEIDI 19 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064
Parcel Number: 105-2-723 CAMA Number: 105-2-723 Property Address: 21 SUMMER LONG DR	Mailing Address: BUCKLAND THOMAS W & SHEILA E 21 SUMMER LONG DRIVE OLD ORCHARD BEACH, ME 04064



www.cai-tech.com

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



# Search Results Report

Old Orchard Beach, ME

August 21, 2024

Parcel Number: 105-2-724  
CAMA Number: 105-2-724  
Property Address: 23 SUMMER LONG DR

Mailing Address: STEEVES ROBERT A & CATHERINE E TRUSTEES  
4747 HARBORTOWN LANE  
FORT MYERS, FL 33919

Parcel Number: 105-2-725  
CAMA Number: 105-2-725  
Property Address: 24 SUMMER LONG DR

Mailing Address: PIERSON ROLLAND L & CHRISTINE M  
24 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-726  
CAMA Number: 105-2-726  
Property Address: 22 SUMMER LONG DR

Mailing Address: OUELLETTE DANIEL G  
73 HUSTON ROAD  
GORHAM, ME 04038

Parcel Number: 105-2-727  
CAMA Number: 105-2-727  
Property Address: 20 SUMMER LONG DR

Mailing Address: MEZOIAN TAYLOR  
20 SUMMERLONG DR  
OLD ORCHARD BEACH, M 04064

Parcel Number: 105-2-728  
CAMA Number: 105-2-728  
Property Address: 18 SUMMER LONG DR

Mailing Address: EASTMAN STEPHEN J & DEBORAH E  
18 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-729  
CAMA Number: 105-2-729  
Property Address: 16 SUMMER LONG DR

Mailing Address: ELDRIDGE G WILLIAM  
16 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-730  
CAMA Number: 105-2-730  
Property Address: 14 SUMMER LONG DR

Mailing Address: FLAHERTY BROOKE  
14 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-731  
CAMA Number: 105-2-731  
Property Address: 12 SUMMER LONG DR

Mailing Address: HALL HARRY JAMES & JANICE M  
12 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-732  
CAMA Number: 105-2-732  
Property Address: 10 SUMMER LONG DR

Mailing Address: WELLS RICHARD H JR & PAMELA J TRUSTEES  
10 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-733  
CAMA Number: 105-2-733  
Property Address: 8 SUMMER LONG DR

Mailing Address: DYER MARGARET A  
8 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-734  
CAMA Number: 105-2-734  
Property Address: 6 SUMMER LONG DR

Mailing Address: CLOUTIER GREGORY C & CAROL M  
6 SUMMER LONG DRIVE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-736  
CAMA Number: 105-2-736  
Property Address: SUMMER LONG DR

Mailing Address: OLD ORCHARD BEACH TOWN OF  
1 PORTLAND AVE  
OLD ORCHARD BEACH, ME 04064



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# Search Results Report

Old Orchard Beach, ME  
August 21, 2024

Parcel Number: 105-2-709  
CAMA Number: 105-2-709  
Property Address: 3 WINTER BERRY LN

Mailing Address: CAIAZZI PHILLIP J TRUSTEE & CAIAZZI  
THERESA J TRUS  
PO BOX 588  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-710  
CAMA Number: 105-2-710  
Property Address: 5 WINTER BERRY LN

Mailing Address: RUEL MICHAEL L & STEPHANIE D  
5 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-711  
CAMA Number: 105-2-711  
Property Address: 7 WINTER BERRY LN

Mailing Address: MATHISEN LAURA A  
7 WINTERBERRY LN  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-712  
CAMA Number: 105-2-712  
Property Address: 9 WINTER BERRY LN

Mailing Address: SHEA KEVIN & ALICIA  
9 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-713  
CAMA Number: 105-2-713  
Property Address: 11 WINTER BERRY LN

Mailing Address: REGAN ELAINE E & JOHN M  
11 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-714  
CAMA Number: 105-2-714  
Property Address: 13 WINTER BERRY LN

Mailing Address: RIDDLE MATTHEW AND DESIREE  
13 WINTERBERRY LN  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-715  
CAMA Number: 105-2-715  
Property Address: 14 WINTER BERRY LN

Mailing Address: DELONG EMILIE LETARTE  
9011 39TH STREET CIRCLE E  
PARRISH, ME 34219

Parcel Number: 105-2-716  
CAMA Number: 105-2-716  
Property Address: 12 WINTER BERRY LN

Mailing Address: SMITH TYLER F & KATELYN L  
12 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-717  
CAMA Number: 105-2-717  
Property Address: 10 WINTER BERRY LN

Mailing Address: BORROEL IGNACIO V JR & KARI J  
40 BATES AVENUE  
WINTHROP, MA 04072

Parcel Number: 105-2-718  
CAMA Number: 105-2-718  
Property Address: 8 WINTER BERRY LN

Mailing Address: RINDFLEISCH PAMELA D & KIRK  
43191 BELGREEN DRIVE  
ASHBURN, VA 20147

Parcel Number: 105-2-719  
CAMA Number: 105-2-719  
Property Address: 6 WINTER BERRY LN

Mailing Address: WIGHT DONALD R & JANET C  
6 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064



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# Search Results Report

Old Orchard Beach, ME

August 21, 2024

Parcel Number: 105-2-720  
CAMA Number: 105-2-720  
Property Address: 4 WINTER BERRY LN

Mailing Address: LEONARD AMY S & DONALD H  
4 WINTER BERRY LANE #20  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-721  
CAMA Number: 105-2-721  
Property Address: 2 WINTER BERRY LN

Mailing Address: MEZOIAN MICHAEL H & CAROLINE &  
JORDAN  
2 WINTER BERRY LANE  
OLD ORCHARD BEACH, ME 04064

Parcel Number: 105-2-735  
CAMA Number: 105-2-735  
Property Address: WINTER BERRY LN

Mailing Address: SUMTER LANDING HOMEOWNERS'  
ASSOCIATION  
SACO, ME 04072



[www.cai-tech.com](http://www.cai-tech.com)

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**AGENDA ITEM #8642**

**Discussion with Action:** Approve the Special Event Permit application for the Chamber of Commerce to hold their Celebration-by-the-Sea winter event. Set-up and takedown from 3:00 pm to 6:00 pm and the event from 3:00 pm-5:30 pm in Memorial Park on Saturday, December 7th, 2024, to include a tree lighting in Memorial Park. Request to close First Street from the Memorial Park parking lot to Staples Street.

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 Old Orchard Beach Chamber of Commerce  
Address of applicant 11 First St, Old Orchard Beach, ME 04064  
City State Zip  
Phone number of applicant (207) 934-2506 Fax (207) 934-4994  
Cell phone (347) 743-3665 E-mail kimh@oldorchardbeachmaine.com

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

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

Type of Event:

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

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

Holiday celebration with music, arts & crafts, tree lighting in Memorial Park, a visit w/ Santa & Mrs Claus, food drive, stuff the cruiser w/ present donations

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

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

Will you be using staging?  YES  NO

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

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

Other: Platforms for Loring MS Chorus

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

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

Name Kim Howard Work Phone (207) 934-2500

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

Cell phone (847) 743-3605 Fax (207) 934-4994

E-mail kimh@oldorchardbeachmaine.com

4. SET-UP Date for Event Saturday Day of Week 12/7 from 2:00pm to 6:00pm

Date of Event 12/7/21 Day of Week Saturday from 3:00pm to 5:30pm

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

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

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

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

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

5. Location of the Event Memorial Park & Chamber of Commerce  
(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.

Close down First St between Memorial Parking Lot & Staples trolley will take families on Art Walk Santa entrance  
& ~~Lois~~ for gift donations town vehicles for display

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

12. List any Event Sponsors:

Saco & Biddeford Savings

\_\_\_\_\_

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): 12/3/2023

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) :

Volunteers as needed.

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).

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Where will the event attendees/participants park? Memorial Parking Lot & nearby streets

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

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

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

If yes, give details: \_\_\_\_\_

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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.

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

If yes, number needed and location 2 at corner of Staples & First, 2 past entrance to Memorial Parking Lot

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:

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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? Yes

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

Signage at Chamber; decoration at gazebo in and around Memorial Park

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

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

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

Will the alcohol be: \_\_\_\_\_ Sold; \_\_\_\_\_ Given away; \_\_\_\_\_ Both

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

N/A

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

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

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

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

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

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

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

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



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

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

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

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

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

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## **SPECIAL EVENT PERMIT AGREEMENT**

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

Agree to abide by the following Special Event requirements:

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. KH (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: *K. Noel* Date: 10/25/2024  
(authorized representative)

Print name: Kim Howard

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

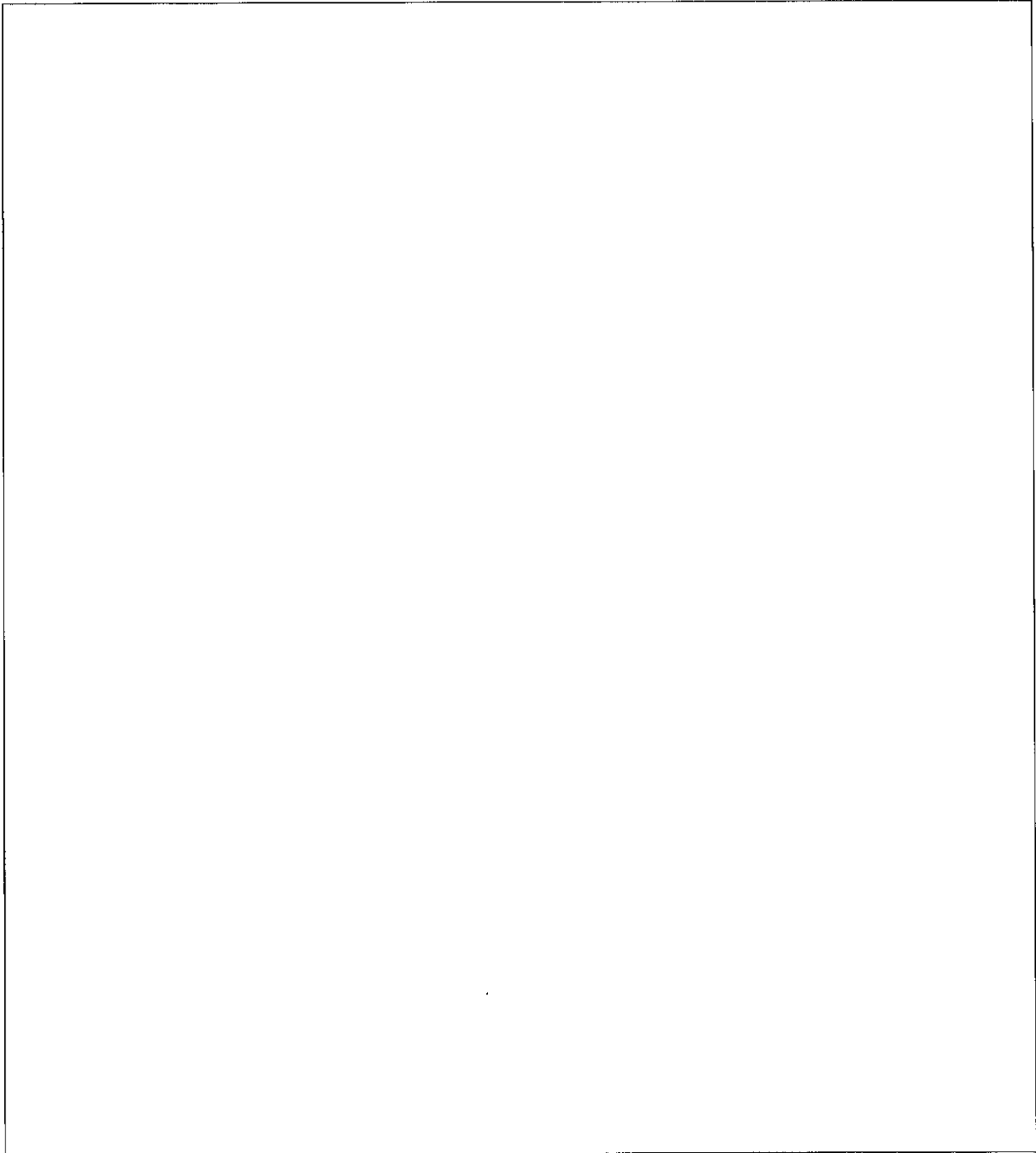
**SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)**

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

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

Vendor Locations  
Garbage Cans  
Water Sources

Street Closures/Parking Information  
Water/Electricity Sources  
Loudspeakers



**AGENDA ITEM #8643**

**Discussion with Action:** Approve the Special Event Permit application for Special Olympics to hold their annual Lobster Dip on Monday, January 1st, 2025 from 7am to when the “Dip” takes place at noon; clean up by 1pm. Parking allowed on one side of West Grand Avenue; two police officers required. Applicant must confirm and coordinate with the OOB Fire Department the following: that the Major Medical Emergency Response Team and the Maine State Police Dive Team will be available; and availability of on duty crews transport-incident dependent. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided one month prior to the event.

Chair: Shawn O’Neill

## APPLICATION INFORMATION

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

1. Name of applicant Caroline Cole ; Special Olympics Maine  
Address of applicant 525 Main Street, unit D, South Portland, Me  
City State Zip 04106  
Phone number of applicant (253) 879-0489 Fax (1) 888-490-0672  
Cell phone (207) 299-0792 E-mail carolinec@somaine.org  
On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)  
Special Olympics Maine  
Website address (if an Organization, Firm or Corporation) somaine.org

Type of Event:

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

Lobster dip, fundraiser

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

Lobster dip in front of The Brunswick,  
participants plunge on New Years Day  
raising money for special olympics maine.

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.

10x20' tents, check in, secured by metal  
Spiral stakes in ground.

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.

*all ~~HEAVY~~ on beach in front of Brunswick*

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 1/1/25 *wednesday* Day of Week weds from 7am to 8am

Date of Event 1/1/25 Day of Week weds from 9am to 1pm

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

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

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

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 Beach in front of The Brunswick  
(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.

NO

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

Hotdog, hamburgers sold at event.

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

Description of merchandise Special Olympics branded clothing and small items (towels, mugs)

10. Is the event a Charitable event?  YES  NO

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

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

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

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

Special Olympics Maine

12. List any Event Sponsors:

Bill Dodge Auto Group

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): always held on New Years Eve  
 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):

will hire OOB police, volunteers to help w/ crowd control  
maine dive & rescue, maine game wardens, police  
& parkies

Additional Uniformed presence provided by:  Off-Duty Police Officers;  Private Security;  Volunteers  
*OFFICER APPLICATED w/SOME*

Times: 10-2pm How many? 2 OFFICERS, MULTIPLE VOIS.

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

Name: will be done w/ OOB department 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)

NA

Will audible devices be used at this event?  YES  NO

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

Speakers and microphones  
Volume consistent w/ past years

Where will the event attendees/participants park? at the Brunswick and  
surrounding hotels.

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 Brunswick provides, <sup>we have receptacles</sup> on beach, remove  
that day

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

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

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

YES  NO If yes, please describe:

GCB public works has assisted  
in the past



Is any other public works assistance needed? ~~NO~~ 4' x 8' Stage delivered by OOB public works prior to event

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

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.

A-Frame signs, banners (canvas), flags

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

By the Brunswick, not our event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## **SPECIAL EVENT PERMIT AGREEMENT**

I, Caroline Cole on behalf of Special Olympics Maine  
(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. cc (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: Caroline Cole  
(authorized representative)

Date: 9/19/2024

Print name: Caroline Cole

Print Organization Name (if applicable): Special Olympics Maine

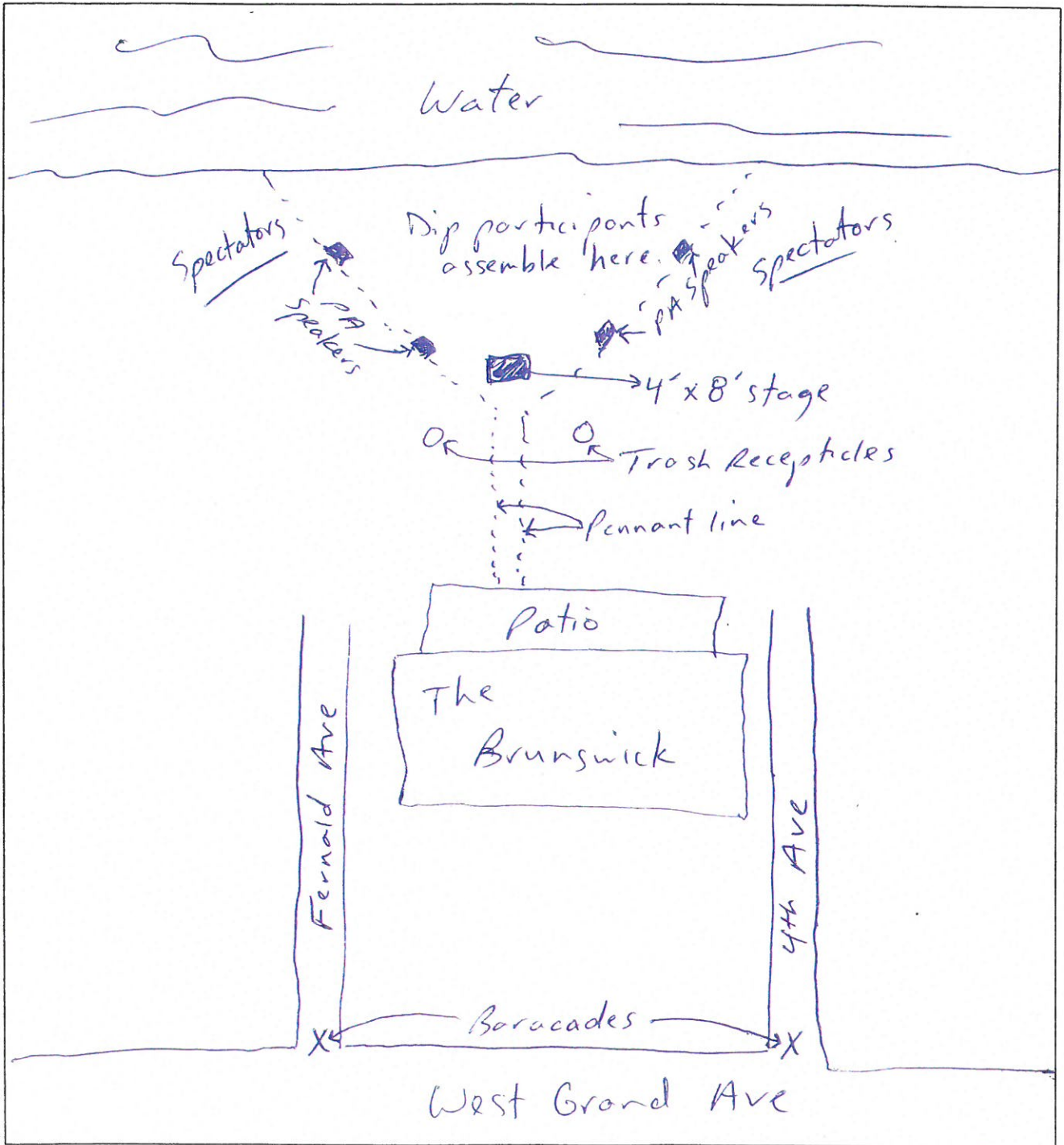
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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





MISCELLANEOUS PAYMENT RECPT#: 643332  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 10/07/24                      TIME: 11:23:27  
CLERK: jeff                              DEPT:  
CUSTOMER#:

COMMENT: LOBSTER DIP

CHG: TCREC TOWN CLERK RECE                      50.00

AMOUNT PAID:                              50.00

PAID BY:                      SPECIAL OLYMPICS  
PAYMENT METH: CHECK  
                                 28348

REFERENCE:

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

## **AGENDA ITEM #8644**

**Discussion with Action:** Approve the Special Event Permit application for OOB365 to hold Last Blast on December 31st, 2024, 2025 and 2026 from 3:00 p.m. to 9 p.m. in the Square and on the beach, including vendors, amplified music, a bonfire and fireworks on the beach. Fireworks permit issued by Maine State Fire Marshal's Office is forwarded to the OOB Fire Department at least one week prior to each event; bonfire permit will be obtained on the day of the fire after inspection of materials to be burned are inspected by Fire Department Officer in charge; fire is completely extinguished prior to leaving the bonfire site; a safety barricade must be placed around the fire to keep people 15 feet away. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least one month prior to the 2025 and 2026 events.

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 Sharri MacDonald

Address of applicant 23 Ross Road Old Orchard Beach, Maine 04064  
City State Zip

Phone number of applicant (207)590-4201 Fax ( ) \_\_\_\_\_

Cell phone ( ) \_\_\_\_\_ E-mail smacdonald@maine.rr.com

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

Website address (if an Organization, Firm or Corporation) OOB365.com

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)

LAST BLAST NEW YEARS Beach party with bonfire

December 31st - 2024, 2025, 2026

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.

EZ UPS

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 Sharri MacDonald Work Phone (207)5904201

Address 23 Ross Road Old Orchard Beach, Maine 04064  
City State Zip

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

E-mail smacdonald@maine.rr.com

4. SET-UP Date for Event dec 31 Day of Week \_\_\_\_\_ from 3 pm to 9pm

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

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

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

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

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

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

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

5. Location of the Event On the beach in front of the carousel  
(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.

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

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

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

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

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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:

the townspeople

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12. List any Event Sponsors:

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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): Same day past 11 years or so

NO

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

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

\_\_\_\_\_

N/A

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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).

speaker for music

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Where will the event attendees/participants park? on the streets

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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:

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

If yes, give details:

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

We are requesting a couple of town trash barrels at the event.

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

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:

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Is any other public works assistance needed? Pick up the bonfire debris the next day.

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

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

If yes, explain: We will be having a bonfire on the beach and burning christmas trees

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.

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

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:

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

20. Will the event involve professional fireworks? \_\_\_X\_\_\_ YES \_\_\_\_\_ NO

Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? \_\_\_\_\_ Central Maine Pyrotechnics \_\_\_\_\_

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

What time/date will the fireworks display occur? \_\_\_\_\_ New Years Eve around 7:30 to 7:45pm\_

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

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

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

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

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

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

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

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

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

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

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## **SPECIAL EVENT PERMIT AGREEMENT**

I, Sharri MacDonald on behalf of OOB365  
(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. SMD (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: Sharri MacDonald  
(authorized representative)

Date: 11/10/24

Print name: Sharri MacDonald

Print Organization Name (if applicable): OOB365

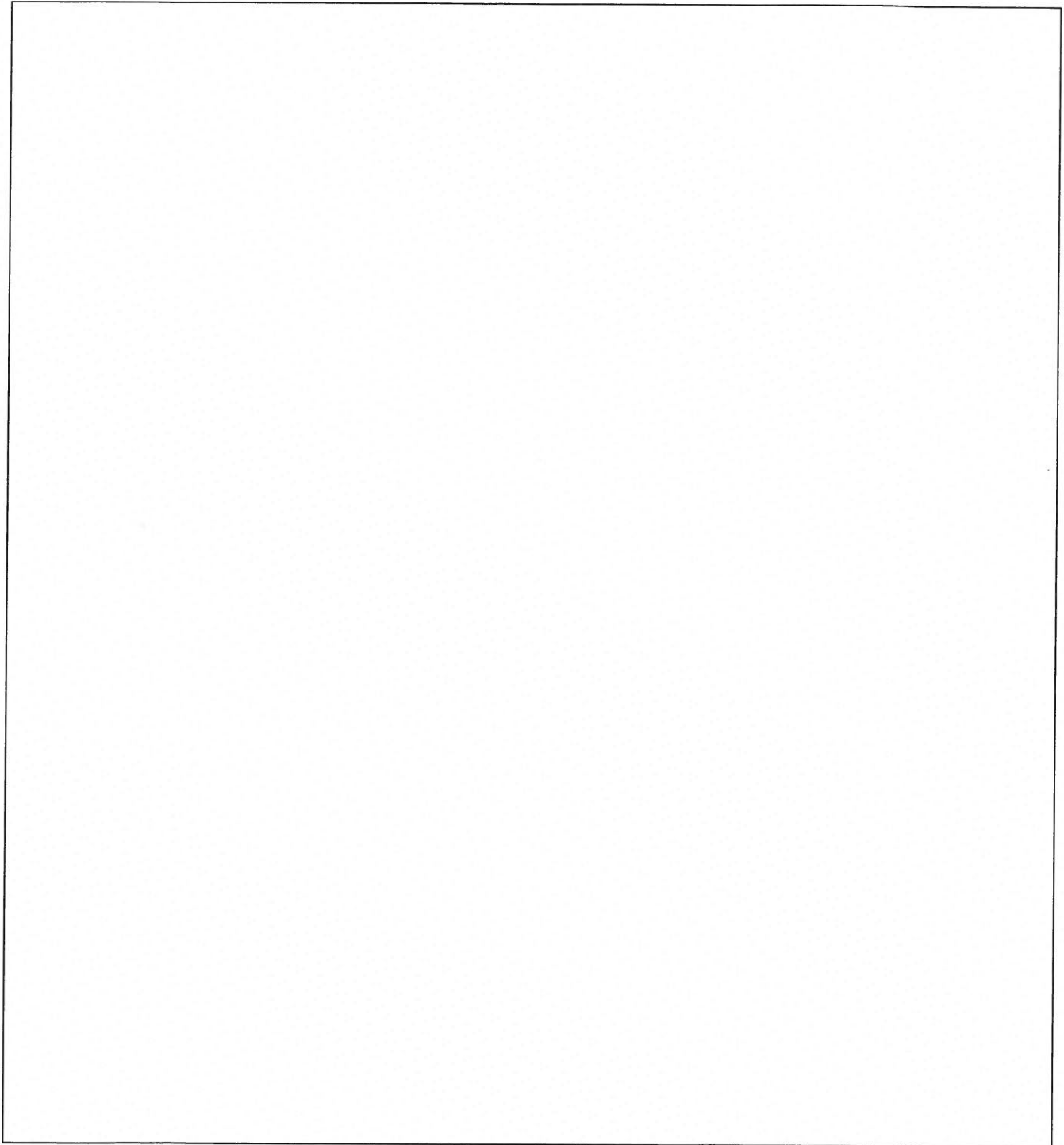
**SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)**

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







## **AGENDA ITEM #8645**

**Discussion with Action:** Authorize the Town Manager to sign an MOU between the Town of Old Orchard Beach and the York County EMA. The purpose of this MOU is to establish a cooperative framework between the Town and the County. This includes sharing resources, personnel, and technical expertise necessary to complete the goals and objectives related to coastal resilience. Under this MOU, the County will serve as the designated fiscal, administrative, and operational entity.

Chair: Shawn O'Neill



*York County Emergency Management Agency  
149 Jordan Springs Road  
Alfred, Maine 04002  
(207) 324-1578  
(207) 324-4997 Fax*



*November 12<sup>th</sup>, 2024*

## **Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is made this **Xth day of November** 2024, between York County, hereinafter referred to as "County," and the Town of Old Orchard Beach represented by its respective Town Manager, hereinafter referred to as the "Town."

**WHEREAS**, on January 13th, 2024, the County recorded its highest tide in history, which effectively destroyed most dunes and beaches throughout the County's coastline; and

**WHEREAS**, the County's coastal regions are of immense environmental, economic, and cultural importance; and

**WHEREAS**, the County's coastal sand dunes provide protection to improved infrastructure, and its coastal wetland and sand dune areas support dune grass vegetation that provides natural habitat; and

**WHEREAS**, the County's natural features and recreational areas are a critical economic driver for Southern Maine, supporting over \$1.6B in annual tourism spending and over 27,000 jobs; and

**WHEREAS**, to meet the challenges faced by the County and the Town, a collaborative approach involving an MOU is proper and necessary; and

**WHEREAS**, the County and Town desire to coordinate efforts, pool resources, and leverage collective expertise for the greater good; and

**WHEREAS**, the Town recognizes that pooling resources is most fiscally responsible, as it will improve overall services and reduce the duplication of efforts and manpower in achieving the stated objectives;

**NOW, THEREFORE**, the Town hereby agrees as follows:

### **1. PURPOSE**

The purpose of this MOU is to establish a cooperative framework between the Town and the County. This includes sharing resources, personnel, and technical expertise necessary to complete the goals and objectives related to coastal resilience.

Under this MOU, the County will serve as the **designated fiscal, administrative, and operational entity.**

## **2. SCOPE OF WORK**

The initial scope is intended to cover an interim period, building on the partnerships developed in the aftermath of the January 2024 storms. The Town's initial focus will be on emergency protective measures under FEMA Category B public assistance. The Town will then redirect their focus to restoring the beaches and dunes, so that these improved natural features are eligible for future Category G public assistance. In the longer-term, the Town in coordination with the County will determine the necessary strategies for continued coastal resilience.

On behalf of the Town, the County will take a lead role in project management and coordination, implementation of dune/beach restoration, securing necessary permits, identifying funding sources, and outlining future monitoring and maintenance responsibilities for improved dunes/beaches. The Town will assist in these efforts when applicable.

## **3. FUNDING**

The County, on behalf of the Town, will seek grants and other resources to help with funding this MOU and other implementation costs. Funding is expected to be acquired through grants given by Federal, State, and local entities.

Under this MOU, the Town authorizes the County to apply on their behalf when seeking grant opportunities, and to accept these grants with express permission from the Town. Additionally, the County will serve as the administrative agent for procurement, coordination, and financial management of funds.

## **4. TERM AND TERMINATION**

This MOU shall commence on the **[Effective Date]** and shall continue for a period of **[Term Length]**, unless terminated earlier by mutual written consent of the County and the Town.

Any Party may withdraw from this MOU by providing **[Number of Days]** written notice to the other Party. In the event of withdrawal, the withdrawing Town shall remain liable for its proportionate share of any outstanding costs incurred prior to the withdrawal date.

## **5. INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless the other party from any and all claims, damages, losses, or expenses arising out of or related to this MOU, except for damages caused by the gross negligence or willful misconduct of the indemnifying Party.

In witness whereof, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

[Signature]

For York County:

Greg Zinser, County Manager

[Signature]

For the Town of Old Orchard Beach:

Diana Asanza, Town Manager

[Signature]

**AGENDA ITEM #8646**

**Discussion with Action:** Renew the liquor license for TPR Inc. d/b/a Tequila Frogs Local Cantina (306-5-3), 8 East Grand Avenue, m-s-v in a restaurant.

Chair: Shawn O'Neill

**AGENDA ITEM #8647**

**Discussion with Action:** Renew the liquor license for Patio Pub Inc. d/b/a Hooligan's Landing, Paul Golzbein (306-6-1), 2 Old Orchard Street, m-s-v in a restaurant.

Chair: Shawn O'Neill

**AGENDA ITEM #8648**

**Discussion with Action:** Renew the liquor license for Patio Pub Inc., Pier Patio Pub, Paul Golzbein, (306-6-1), 2 Old Orchard Street, , m-s-v in a restaurant.

Chair: Shawn O'Neill

**AGENDA ITEM #8649**

**Discussion with Action:** Renew the liquor license for TPR Inc. d/b/a Bull & Brew Winghouse, Paul Golzbein, (306-5-2), 6 East Grand Avenue

Chair: Shawn O'Neill

**ADJOURNMENT**

Chair: Shawn O'Neill