



TOWN OF OLD ORCHARD BEACH
Office of the Town Manager

1 Portland Ave, Old Orchard Beach, Maine
Phone: 207.937.5626 Web: www.oobmaine.com

Town Council Regular Meeting Minutes
Tuesday, November 17th, 2020

I, Jennifer Hayes, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of one hundred & fourteen pages (114) is a copy of the original Meeting Minutes of Town Council held Tuesday, November 17th, 2020.

Prepared by: Jennifer Hayes
Approved by: Old Orchard Beach Town Council
Approval Date: 12.01.2020

Respectfully Submitted,

Jennifer Hayes
Town Council Secretary

Town of Old Orchard Beach
Regular Town Council Meeting
Council Chambers

Chair O'Neill called the meeting to order @ 6:30pm on November 17th, 2020.

PLEDGE TO THE FLAG

ROLL CALL

Councilor Kenneth Blow
Councilor Jay Kelley
Councilor V. Louise Reid
Vice Chair Michael Tousignant
Chari Shawn O'Neill (*via Zoom connection*)
Town Manager Mead
Town Council Secretary Jen Hayes

ACKNOWLEDGMENTS

Patrolman Zachary Novick was sworn into the Old Orchard Beach Police Department by Town Clerk Kim McLaughlin. Chair O'Neill acknowledged the hard work of the OOB Police Department and welcomed Patrolman Novick onto the force with gratitude.

GOOD AND WELFARE

Resident Santino Perrone introduced himself to Council and to the Town of Old Orchard:

“Hello Everybody, I’m Santino Perrone, I live on 114 Ross Road, Old Orchard Beach Maine. First I’d like to congratulate all the winners on the Town Council on running a successful campaign. I’ve been into politics ever since I put my Hillary 2016 T-Shirt on four years ago, I love politics and I love being able to talk to people about certain aspects and certain views and I find that it helps to hear everybody. This year I got a bit into town politics and learned things I hadn’t learned before. I was inspired and intrigued after Guy Fontaine asked me to help with his campaign for town council this year. We talked about issues and other stuff going on in the town. Guy didn’t just inspire or intrigue me though, He motivated me. I’ve lived in Old Orchard Beach my entire life, being in a small town, I’m very interested in helping my community. So as of today, I have decided that I will attempt at running for town council in the near future. I have not yet laid out what I plan to do but I promise you will all know my plans sooner rather than later. I will bring enthusiasm, fairness, and youthful leadership to the town council if I have the honor of ever being elected. Here’s a little about me so far, I’m currently a junior and a three time class President for my grade at the high school, I’ve been an active member of student council for three years also, I’ve worked with the

civil rights team by bringing the message to our school that everyone of any color, nationality, religion and sexual orientation is welcome. I've had the honor helping local politicians like Donna Bailey, Guy Fontaine, Lori Gramlich, and the OOB democrats by making a short video telling viewers why to vote blue and in that video I asked Donna Bailey and Guy Fontaine some questions. I've also put candidates signs all around town. I'd personally like to thank Greg Dumas, Guy Fontaine, Donna Bailey, Lori Gramlich, Pat Brown, Louise Reid, and my Grampy, Jerome Plante, and everyone else who somehow helped bring this idea to life. If elected as a town councilor in Old Orchard Beach, I'll promise to do the following, Always put the interests of the town and the old orchard residents above my own, Listen to the concerns of all our residents, work hard to make this town the best it can be for its resident, schools, businesses, and visitors, Be honest and clear in my approach to each issue and my thought process. I will bring good spirits, transparency, and honesty to our community by making sure you, the people of Old Orchard Beach are all seen and that all your voices are heard in the town hall. I'll also be watching and learning from our current town council along the way. I would very much love to have your support. Thank you all very much, Go SeaGulls!"

Vice-Chair Tousignant gave thanks to the Town Clerk's Office and all the Election Poll Workers, Volunteers, and Staff who worked to make the November 3rd Election seamless.

Chair O'Neill (*via Zoom*) spoke to the importance of mask wearing and staying healthy during these uncertain times. Chair O'Neill stated that he was unable to be physically present at Town Meeting due to a recent possible exposure with an individual who had tested positive to COVID-19 the Friday prior to Town Council meeting. Out of caution and keeping in line with the orders given by Governor Mills, along with the public guidance provided by the Maine CDC, Chair O'Neill self-quarantined.

PUBLIC HEARING BUSINESS LICENSES & APPROVAL:

Kevin Pollard, (302-7-8-5), 170 East Grand Ave #5, one seasonal rental

Michael O'Connor, (316-5-4), 10 Seaside Ave, one seasonal rental

Jodi Flynn, (103-1-5-16), 2 New Colony Drive #16, one year round rental

Allan Volponi, (318-8-6-66), 146 West Grand Ave #66, one seasonal rental

Chair O'Neill opened the public hearing @ 6:38pm. Hearing no discussion from the public, Chair O'Neill closed the public hearing @ 6:39pm.

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley **Vote:** Unanimous

PUBLIC HEARING SPECIAL AMUSEMENT PERMITS & APPROVAL:

Patio Pub, Inc. D/B/A Hooligans Landing, (306-6-1-DD), 2 Old Orchard Street: inside for solo, DJ, duets & comedy from 12pm to 1am.

TPR, Inc. D/B/A Bull & Brew, (306-5-2), 6 East Grand Ave, inside for DJ, bands, solo, duets from 12pm to 1am.

TPR, Inc. D/B/A Tequila Frogs (306-5-3), 8 East Grand Ave, inside & outside for solo, DJ, duets from 12pm to 1am.

Patio Pub, Inc. D/B/A Pier Patio Pub, (306-6-1-J), 2 Old Orchard Street for inside & outside for bands, amp, DJ, solo, & comedy from 11am to 1am.

Dominator Golf, LLC D/B/A Dunegrass Golf Club, (105A-1-200), 65 Wild Dunes Way, inside & outside for weddings and golf tournaments from 2pm to 11pm.

Chair O'Neill opened the public hearing @ 6:42pm. Hearing no discussion from the public, Chair O'Neill closed the public hearing @ 6:43pm.

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley **Vote:** Unanimous

Manager's Report: November 17, 2020

Town Hall business: waiting in vehicles: We continue to control access to Town Hall for residents conducting business in person. Beginning this week with the weather turning colder instead of having people wait in line outside people can wait in their vehicles. We ask that you come to the main entrance and speak with the customer service monitor stating which office you are looking for. We will give you a handheld alert and ask that you wait in your car. We will ring the handheld alert to notify you when you are able to enter the building. We hope this new system will keep you both safe and warm while continuing to provide you with services.

I would like to thank the thousands of residents who voted in favor of the \$23 M wastewater bond proposal. This will ensure that we are able to improve the efficiency and capacity of the wastewater facility, bring it up to current standards, and safeguard the future of our beach and the water quality in Goosefare Brook. The proposed schedule is to complete design and engineering in the second half of 2021, bid the project in late 2021, and carry out construction in 2021 and 2022.

The Annual tree lighting and Chamber of Commerce Celebration by the Sea will take place on Saturday, December 5th downtown at the Chamber and in the Square.

Paving work continued this past week with portions of Park Avenue, Cookman, Central Avenue, and Fern Park Ave being addressed. It is likely that the remainder of the scheduled paving will be completed in the Spring given the colder temperatures.

Work continues on the Atlantic Ave courts with the completion of the retention wall and new fencing. The project is funded through a \$100,000 community development block grant. These are federal dollars managed through the Maine Department of Economic and Community Development.

I want to remind residents that with the winter season approaching the Town will institute **parking bans** as needed during winter storms. Residents should make a point of looking for announcements of parking bans. Parking bans are publicized on all of the major local television outlets, some radio stations, and on the Town's and Police Department's website. In addition anyone can sign up to receive an email notification from the Town of parking bans. Simply go to the Town's website home page and click on the "Subscribe to News" button to register for these alerts. Off street parking is available during parking bans at the Memorial Park and Milliken Street parking lots and at the Ocean Park Square.

NEW BUSINESS

Agenda Item # 7315

Discussion with Action: Approve the Special Event Permit application for the Kora Shriners to hold a parade for their annual summer ceremonial to celebrate the Kora and pay special recognition to our Veterans. The parade will be on Saturday, June 13th, 2021 from 10a.m. to approximately 11:30a.m. Organizers will be expected to meet any health guidelines in effect at the time of the event as it relates to COVID-19. The organizer will also need to reach out to Recreation Director, Jason Webber, at least two weeks prior to the event to discuss the traffic pattern as it relates to the Ballpark, as they have a tournament that day. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk at least one month prior to the event.

Background (*see attached permit*)

Motioned by: Council Reid (thanked Kora Shriners for what they do) &
Seconded by: Council Shawn O'Neill **Vote:** Unanimous

Agenda Item # 7316

Discussion with Action: Approve the Special Event Permit application for the Chamber of Commerce to hold their Celebration of the Holidays event on Saturday December 5th, 2020. Set up will be from 11a.m. to noon; event is noon to 4p.m., and take down by 5p.m. Santa will make a “Special Appearance” by riding in the fire truck around Town to wave to children. There will also be a scavenger hunt during the two weeks prior to the event. Organizers will be expected to meet any health guidelines in effect at the time of the event as it relates to COVID-19. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk at least two weeks prior to the event.

Background: (*see attached permit*)

Motioned by: Councilor Kelley & **Seconded by:** Councilor Reid **Vote:** Unanimous
Agenda Item # 7317

Discussion with Action: Amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, amending Section 54-187, Odena Avenue, changing parking prohibition from the lefthand side to the righthand side on the section from Seaside Avenue to the seawall, by adopting the underscored language and deleting the strikethrough language as follows:

Odena Avenue. No parking shall be allowed on the lefthand side of Odena Avenue (facing the ocean) from the railroad to ~~the~~ Seaside Avenue. No parking shall be allowed on the righthand side of Odena Avenue (facing the ocean) from Seaside Avenue to the seawall.

Background:

Town Council held a Public Hearing on Tuesday, 10/20/2020. Results from the discussion indicate that 4-5 parking spaces will be available.

Discussion: Capt David Hemingway from OOB Police Department addressed the parking concerns made from past residents and at the most recent Public Hearing. He relayed that with the help of the Police & Fire Chiefs, measurements for 20-foot parking spaces were taken. He confirmed that with the parking shift to the opposite side of the road, five 20-foot spaces would be available, possibly six if smaller cars were to park alongside the road on a particular day.

Motioned by: Councilor Blow & **Seconded by:** Vice Chair Tousignant **Vote:** Unanimous

Agenda Item # 7318

Discussion with Action:

Authorize the Tax Collector to declare uncollectable all outstanding property taxes, interest and fees for a 1987 mobile home located at 12 Stage Coach Drive, previously foreclosed on by the Town, and now abandoned by the former owner, deemed uninhabitable by the Deputy Assessor, and to be removed and disposed of as junk.

Background: *(attached writ of possession & statement of taxes)*

November 10, 2020

TO: Members of the Town Council

FROM: Larry Mead, Town Manager

RE: UNINHABITABLE MOBILE HOME AT 12 STAGECOACH DR

The mobile home located at 12 Stagecoach Drive was previously foreclosed on by the Town for failure to pay taxes. The mobile home has now been abandoned by the former owner. Deputy Assessor William DiDonato recently inspected the property. It is his judgement that the structure's condition makes it unsuitable for occupancy, and that the damage from water and mold render it without value.

I recommend that the Council declare the outstanding taxes, interest and fees as uncollectable. The Treasurer will then discharge the outstanding liens. The Assessor has the authority to abate the 2020 taxes and has already done so. Once these steps are complete the owner of the mobile home property intends to remove and dispose of the abandoned property as junk.

There are tax liens on the property totaling \$2,445, including interest. Given the "junk" status of the property it is not in the Town's interest to retain ownership.

Motioned by: Councilor Blow & **Seconded by:** Councilor Reid **Vote: 5-0**

Agenda Item # 7319

Discussion with Action:

To approve the fee increase for Municipal Trash bags from \$2.50 to \$3.00 effective immediately, to recover the cost of disposal.

Background: *(cost analysis and announcement)*



Town of Old Orchard Beach

Treasurer - Finance Director
OOB Town Hall
1 Portland Avenue
OOB, ME 04064

Diana H. Asanza
Telephone: (207) 937-5622
Fax: (207) 937-5722
Email: dasanza@oobmaine.com

November 12, 2020

TO: Larry S. Mead, Town Manager
FROM: Diana H. Asanza, Treasurer – Finance Director
RE: Price Increase for Municipal Trash Bags

Larry,

The “Pay As You Throw” (PAYT) program was designed as an option for those that want to dispose of trash beyond the normal curbside collection. The method to recover the additional cost to dispose of this trash is to require residents to use a specific Town trash bag or “blue bag” and charge a fee.

The current price is \$2.50 per bag and with the increased cost of Municipal trash disposal, it does not fully cover the cost to the Town. I recommend an increase of \$0.50 per bag – from \$2.50 per bag to \$3.00 per bag, which will cover the total cost for the disposal of a trash bag based on the current contract with Casella:

Cost per 33-gallon trash bag	\$0.3482
Cost to haul and dispose of a trash bag	<u>\$2.56</u>
	\$2.91

I also recommend for this increase to be effective immediately. They will be sold in rolls of 5 (\$15) and rolls of 25 (\$75).

Respectfully,

Diana H. Asanza

Motioned by: Councilor Reid (stated she motioned to accept knowing the expertise and background of Councilor Blow and Town Manager Mead in terms of this topic)

Seconded by: Vice Chair Tousignant **Vote:** Unanimous

Agenda Item # 7320

Discussion with Action: To consider a request from Section B, LLC to accept Cherry Hills Road as a town way by Warranty Deed with covenants.

Background:

TO: Old Orchard Beach Town Council
Larry Mead, Town Manager
Jennifer Hayes, Administrative Assistant

FROM: Planning Department

SUBJECT: Cherry Hills Road Acceptance

DATE: 10 November 2020

At the 17 November Council meeting, Cherry Hills Road is proposed for acceptance by the town as a town way. In addition to the road, the storm drainage, sewer lines (gravity main and force main), and a 30' wide sewer easement located across the street and running behind the Dunegrass Clubhouse are included in the acceptance proposal. The sewer pump station, sidewalks and site lighting will remain under ownership of the Home Owners Association and be maintained by the Association. Electric and water will be maintained by CMP and MaineWater.

Brief Development History

Cherry Hills is a development located within Dunegrass. Cherry Hills Road is the sole road within the development. Cherry Hills was originally approved during 1988 for a 76-unit multi-family building project. During 2009, the original plan was amended to create a 24-lot single-family development. Minor amendments were approved during 2012 and 2017. Cherry Hills is fully built out.



Acceptance Procedure/Ordinance Standards Summary

- Cherry Hills Road is within a subdivision and is required to meet the applicable subdivision road construction standards. The road has been fully inspected by the Town's engineer and complies with road construction standards.
- OOB Code of Ordinances, Chapter 50, Division 4 "Improvements", Secs. 50-206 – 50-213 (attached) includes the primary standards associated with street acceptance. The Council has discretion to accept completed streets as well as proposed streets. Sec. 50-209 provides that nothing in Division 4 affecting improvements "shall limit the authority of the town council to create a public way by any method provided by law when the cost to construct such way will not be apportioned and assessed pursuant to this division." In other words, Council retains discretion to accept streets in cases where there are no construction costs that need to be apportioned among the benefited property owners. Any such acceptance probably would remain conditional upon satisfaction of any applicable conditions outlined in Sec. 50-211 and the acceptance must also comply with applicable statutory provisions outlined in 23 M.R.S.A §§ 3021 – 3035.
- Section 50-211 includes many of the requirements and several conditions governing the plans required for a "proposed street," and also directs that the procedures governing acceptance of a proposed street are those also included in 23 M.R.S.A §§ 3021 – 3035.
- It is worth a reminder that acceptance of a road becomes a permanent commitment to maintain the road and any accepted infrastructure and easements in good order.
- If the road is accepted, the applicant will file the appropriate documents in the York County Registry of Deeds and provide copies of this filing to the town clerk.

Recommendations

- Review applicant submissions and ensure the documentation (e.g., warranty deed) identifies exactly what the Council intends to accept
- Decide if all submitted information is complete and if complete, is it acceptable
- Sidewalk should be resealed as identified in the 10/21/2020 Wright-Pierce memo

In addition to the memo, see attached WDW-5 & roadway acceptance review from Wright-Pierce, and roadway acceptance application.

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley **Vote:** Unanimous

Agenda Item # 7321

Discussion with Action: Accept the bid from Chase Excavating, Inc in the amount of \$2,629,648.85 (two million six hundred twenty nine thousand six hundred forty eight dollars and eighty five cents) for infrastructure improvements on Fern Ave, W. Old Orchard Ave, and a portion of Washington Ave, from account #30413-50736 CDGB Infrastructure Grant Expense Account, and authorize the Town Manager to negotiate and execute a contract agreement with Chase Excavating Inc. for that purpose.

Background: The Town issued a request for bids and received seven responses. The bids were highly competitive and were within the budget estimates prepared by Wright Pierce Engineering. Chase Excavating Inc was the low bidder and was deemed to be a qualified bidder. This infrastructure project is partially funded through a \$1 million Federal Community Development Block Grant. OOB voters approved the expenditure by the Town of \$2 million for this purpose. While the project bid exceeds \$2.6 million, Maine Water will be funding over \$600,000 towards the work related to water infrastructure. The Town will utilize a half million dollars in unallocated fund balance and a half million dollars in capital improvement funding previously allocated by Town Council. Work will begin in March.

Motioned by: Councilor Reid & **Seconded by:** Councilor Blow **Vote:** Unanimous

Agenda Item # 7322

Discussion with Action:

Authorize the Town Manager to negotiate and execute a contract agreement with Atlantic Resources Consultants for construction inspection services associated with the Washington Ave infrastructure project in the amount of \$93,414.50, from account #50002-50508 CIP Sewere Maintenance Improvement Expense with a balance of \$653,404.35.

Motioned by: Councilor Kelley & **Seconded by:** Councilor Blow (w/discussion)

Discussion: Councilor Blow requested clarification as to who was covering the hours worked under the contract. How would any increase in contracted hours be justified? Town Manger Mead stated the contract administration was through Atlantic Resources who would contract engineers on an hourly basis (the same manner as legal does). Atlantic Resources came highly recommended. Councilor Blow stated he did not want to come off as judgemental, but was just seeking some clarity. Clarity was confirmed.

Vote: Unanimous

Agenda Item # 7323

Discussion with Action:

Authorize the Town Manager to negotiate and execute a contract agreement with Wright Pierce Engineering in the estimated amount of \$61,800 for contract administration services for the infrastructure improvement project on Fern Ave, W. Old Orchard Ave, and a portion of Washington Ave., from account #50002-50508 CIP Sewer Maintenance Improvement Expense with a balance of \$653,404.35.

Motioned by: Councilor Blow & **Seconded by:** Vice Chair Tousignant

Discussion: Town Manager Mead gave clarification stating that the Town will be reimbursed by Maine Water, approximately \$21,000. Councilor Blow questioned why Maine Water was not performing the job. Town Manager Mead stated it was a job that Maine Water contracted out.

Vote: Unanimous

Agenda Item # 7324

Discussion with Action: Authorize the Town Manager to negotiate and execute a contract agreement with Maine Water to reimburse the Town for water line related construction costs associated with the Washington Ave infrastructure project, estimated to be \$655,000.

Background: *(see attached cost sharing comparison)*

Motioned by: Councilor Kelley & **Seconded by:** Councilor Blow

Vote: Unanimous

Agenda Item # 7325

Discussion with Action:

Approve the quote from Power Products to replace the radiator on the Halfway generator in the amount of \$7,337.60 from account #20161-50330 Wasterwater Equipment Replacement Expense Fund, with a balance of \$23,284.86.

Background:

Power Products has found a leak in the Halfway generator radiator and has recommended replacement. Power Products performs all planned and unplanned services on the generators. This generator was installed in 2008.

Information included: Quote from Power Products for \$7,337.60 Recommendation:

Approve quote from Power Products for \$7,337.60

Motioned by: Councilor Blow & **Seconded by:** Councilor Reid **Vote:** Unanimous

Agenda Item #7326

Discussion with Action:

Approve the quote from Motion Industries to replace the electric motor on blower #1 in the amount of \$8,482.35 from account #20161-50330, Wastewater Equipment Replacement Expense Fund, with a balance of \$23,284.86.

Background:

The council previously authorized the department to replace the stage in each blower. As part of the upgrade the department would also like to replace the 125 horsepower electric motors. This request is for one motor to be installed in blower #1. Once that is installed the existing motor will be sent out to be rebuilt. There is also a request to have a total of two (2) motors rebuilt at \$2,138.19 each. When the project is complete the department will have one leftover rebuilt motor. This motor will be set aside as a spare in case of motor failure. The blowers are considered long term assets by the engineering firm of Woodard and Curran.

Information included: Quote from Motion Industries for \$8,482.35 quote from Aerzen for \$9,375.00 and a quote from Global Industries for \$11,871.00.

Recommendation: Approve quote from Motion Industries for \$8,482.35.

Motioned by: Councilor Kelley & **Seconded by:** Councilor Blow **Vote:** Unanimous

Agenda Item # 7327

Approve the following liquor license renewals for:

Patio Pub, Inc. D/B/A Hooligans Landing, (306-6-1-DD), 2 Old Orchard Street, m-s-v in a restaurant.

TPR, Inc. D/B/A Bull & Brew, (306-5-2), 6 East Grand Ave, m-s-v in a restaurant **and** D/B/A Tequila Frogs (306-5-3), 8 East Grand Ave, m-s-v in a restaurant.

Patio Pub, Inc. D/B/A Pier Patio Pub, (306-6-1-J), 2 Old Orchard Street, m-s-v in a restaurant.

Dominator Golf, LLC D/B/A Dunegrass Golf Club, (105A-1-200), 65 Wild Dunes Way, m-s-v in a restaurant & golf course and for the auxiliary license m-s-v golf course with a mobile service bar.

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley **Vote:** Unanimous

Agenda Item # 7328

Discussion with Action:

Approve a Memorandum of Understanding with other York County Municipalities and the York County Sheriff's Department for mutual aid for Police services.

Background:

The proposed Memorandum of Understanding for police services is among all municipalities in York County with full time police departments as well as with the York County Sheriff Department. The purpose of the MOU is to provide back up to each community in the event that a department is confronted with a COVID-19 outbreak that keeps substantial numbers of personnel out of work. The affected department would request assistance from multiple other departments. There is no obligation for a community to provide personnel when requested to. The responding municipality is responsible for the wages and benefits of its personnel while assisting the requesting community. A municipality may withdraw from the MOU at any time with 10 days notice.

Motioned by: Vice Chair Tousignant & **Seconded by:** Councilor Blow

Discussion: Chair O'Neill questioned if the MOU was new this year. Town Manger responded that it was new this year due to the COVID-19 pandemic. This was a great opportunity to have a plan in place if department members have to quarantine or test positive.

Vote: Unanimous

EXECUTIVE SESSION:

Town Council will meet in executive session to discuss the following:

Labor Contract: (Note: This item discusses labor contract issues related to the Teamsters Local Union 340 union contract, as defined under Title 1 M.R.S.A. Section 405(6)(D), and the Council anticipates that the discussion will be held in Executive Session). Executive Session is to provide guidance to the Town Manager regarding entering into Collective Bargaining Agreements with Teamsters Local Union 340 representing General Government Employees.

Personnel: Executive Session pursuant to MRSA Title 1, Section 405(6)(A) to discuss the hiring of the next Old Orchard Beach Town Manager. Executive session is to provide guidance to the Town Council in matters of evaluation of a qualified candidate, appointment, and/or assignment of duties.

Entered into Executive Session @ 7:15pm

Motioned by: Councilor Blow & **Seconded by:** Shawn O'Neill **Vote:** 5-0

Exited out of Executive Session @ 7:50pm

Motioned by: Councilor Blow & **Seconded by:** Councilor Kelley **Vote:** 5-0

Agenda Item 7315

Agenda Item # 7315

Discussion with Action: Approve the Special Event Permit application for the Kora Shriners to hold a parade for their annual summer ceremonial to celebrate the Kora and pay special recognition to our Veterans. The parade will be on Saturday, June 13th, 2021 from 10a.m. to approximately 11:30a.m. Organizers will be expected to meet any health guidelines in effect at the time of the event as it relates to COVID-19. The organizer will also need to reach out to Recreation Director, Jason Webber, at least two weeks prior to the event to discuss the traffic pattern as it relates to the Ballpark, as they have a tournament that day. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk at least one month prior to the event.

Background: *(see attached permit)*

Motioned by:

&

Seconded by:

Vote:

APPLICATION INFORMATION

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

1. Name of applicant Kora Shriners
- Address of applicant 11 Sabathus St. Lewiston, ME 04240
City State Zip
- Phone number of applicant (207) 782-6831 Fax ()
- Cell phone (207) 240-9527 (Jim) E-mail JimBennett @ roadrunner.com
- On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)
Non-profit ~~Fraternity~~ Fraternity
- Website address (if an Organization, Firm or Corporation) Korashriners.org

Type of Event:

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

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

Parade for annual summer ceremonial to celebrate Kora and pay special recognition to our veterans

Will you be using tents? _____ YES X NO

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

Will you be using staging? _____ YES NO

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

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

Other: _____

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 Jim Bennett / Bob Doyle Work Phone () _____

Address _____

Jim - 207. 240. 9527 City State Zip

Bob Cell phone (207 212. 7952) Fax () _____

E-mail jimbennett@roadrunner.com rhdoyle68@gmail.com

4. SET-UP Date for Event _____ Day of Week _____ from _____ to _____

Date of Event 6.13.20 Day of Week Sat from 10 AM to 11:30 AM

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) None Times _____

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

5. Location of the Event Leave from Ball park, to Saco Ave, to Old Orchard St
(if applicable, a map or diagram showing the area to be used, or parade route) to First St
parade ends steps

6. The estimated number of participants in the event

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

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

yes see attached

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

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

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

Description of merchandise _____

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

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

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

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

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

No fundraising being done - Home Shriners

12. List any Event Sponsors:

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

Will participants be charged for parking? _____ YES ✓ NO

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

YES (if yes, please list dates): last June

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 have Kora Provost Unit work directly w/ OOB PD.

Will have Kora Medial Unit working as well

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

Volunteers - Kora Provost

Times: 9:45 - 11:45 How many? As deemed necessary by Town.

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)

None

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).

only in parade units

Where will the event attendees/participants park? desire to use Ballpark

as staging area like last year

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

Bus service for Kora members/family from Bailey's Campground
If yes, please describe shuttle plan, and name of company provided service: to Ballpark and
from end of parade

TBD

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

If yes, give details: limited for some of the vehicle transport
for parade units; desire to use Ballpark like 2019

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.

None needed

Is the use of barricades necessary/requested for this event? yes for temporary street closure

If yes, number needed and location TBD

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:

TBD

Is any other public works assistance needed? TBD by Town

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

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

If yes, explain: _____

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

Request public support to notify public of parade

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

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

TBD - ~~possible~~ possible banner telling community of parade

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

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

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

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

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

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

I, James Bennett on behalf of Kora Shriners
(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. JMS (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: James A Bennett Date: 1/27/20
(authorized representative)

Print name: James A Bennett

Print Organization Name (if applicable): Kora Shriners

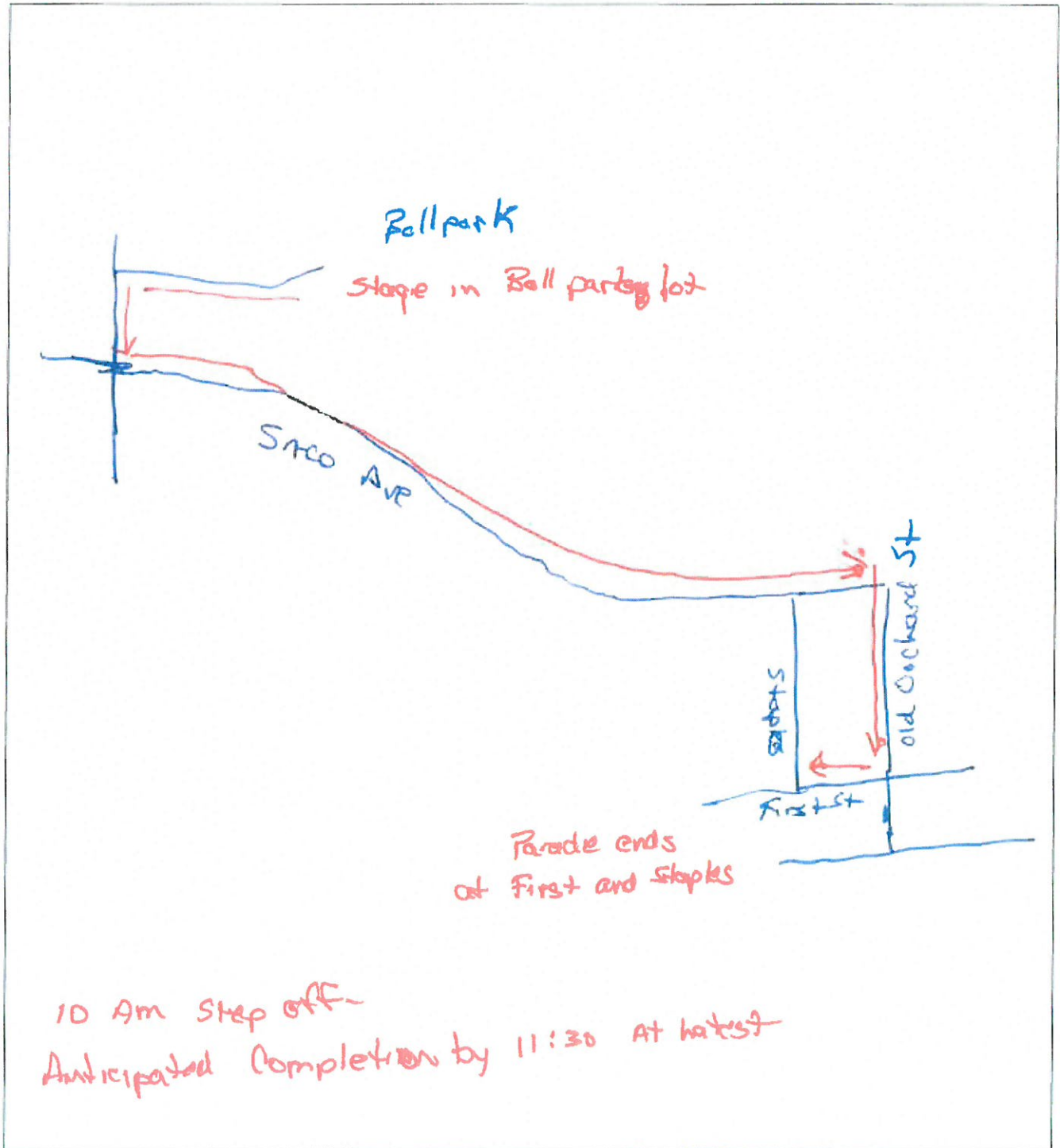
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

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#: 514047
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.
OLD ORCHARD BEACH ME 04064

DATE: 10/27/20 TIME: 12:41
CLERK: reg5 DEPT:
CUSTOMER#: 0

COMMENT: SHRINERS PARADE

CHG: TCREC TOWN CLERK RECE 50.00

AMOUNT PAID: 50.00

PAID BY: SHRINERS INTL
PAYMENT METH: CHECK
 28012

REFERENCE:

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

Agenda Item 7316

Agenda Item # 7316

Discussion with Action: Approve the Special Event Permit application for the Chamber of Commerce to hold their Celebration of the Holidays event on Saturday December 5th, 2020. Set up will be from 11a.m. to noon; event is noon to 4p.m., and take down by 5p.m. Santa will make a “Special Appearance” by riding in the fire truck around Town to wave to children. There will also be a scavenger hunt during the two weeks prior to the event. Organizers will be expected to meet any health guidelines in effect at the time of the event as it relates to COVID-19. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk at least two weeks prior to the event.

Background: *(see attached permit)*

Motioned by:

&

Seconded by:

Vote:

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 Street, Old Orchard Beach, ME 04064
City State Zip

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

Cell phone (477) 743-3605 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

Scavenger Hunt / Celebration of Holidays
2. Event Description (name all vendors who will provide entertainment and the type of entertainment provided) Scavenger Hunt will be over 2 weeks to avoid large groups forming.

Annual event to celebrate the winter holidays in the community. Santa to make a "special appearance" by riding a firetruck on Dec. 5th to wave to children.

Will you be using tents? _____ YES NO

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

Will you be using staging? _____ YES NO

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

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

Other: _____

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

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

Name Kim Howard Work Phone (207) 934-2500

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

Cell phone (714) 743-3605 Fax (207) 934-4994

E-mail kimh@oldorchardbeachmaine.com

4. SET-UP Date for Event 12/5/2020 Day of Week Saturday from 11 am to 5 pm

(*) Date of Event 12/5/2020 Day of Week Saturday from 12 pm to 4 pm (as decided w/ Fire Dept)

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 _____
(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+

(*) Due to COVID-19, with state ^{Page 3 of 12} guidelines on gatherings, we will comply w/all applicable restrictions that are in place as a result of emergency declaration by either Town or State at time →

Of event. Plan for compliance will be submitted to the Fire Chief & Police Chief for review and approval.

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

As agreed to w/ Fire & Police Chief, Santa will ride around town in firetruck to wave to children.

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

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

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

Description of merchandise _____

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

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

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

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

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

12. List any Event Sponsors:

Will admission be charged for the event? _____ YES NO

Will participants be charged for parking? _____ YES NO

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

YES (if yes, please list dates): _____

NO

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

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

⊛ The scavenger hunt will be held over 2 weeks to ensure

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

⊛ groups don't gather at different businesses to complete the hunt. For Santa ride, we would like to publish his route before the event to ensure people don't have to sit & congregate in one area if they know Santa will be passing their house or their road.

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

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

Where will the event attendees/participants park? N/A

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.

Not anticipating large amounts of trash as no large groups will be gathered.

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

If yes, number needed and location _____

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

_____ YES NO If yes, please describe:

Is any other public works assistance needed? To coordinate possible
Tree Lighting ceremony that Santa may attend
after his "side route"

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

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

____ YES NO

If yes, explain: _____

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

We will have flyers at Chamber and scavenger
hunt cards available; no large 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:

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

20. Will the event involve professional fireworks? _____ YES NO

Consumer Fireworks are prohibited. If professional fireworks are requested, what is the name of the Pyrotechnics Company? _____

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

What time/date will the fireworks display occur? _____

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

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

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

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

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

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

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

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

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

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

SPECIAL EVENT PERMIT AGREEMENT

1. 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 with all laws, rules, and regulations of the federal, state, and Town governments governing operations and conduct on Town property.
7. This permit agreement may be terminated by the Town of Old Orchard Beach at any time upon finding a violation of any rule, ordinance, and/or condition of the permit or upon good cause shown.
8. For myself and any other persons, organizations, firms and corporations sponsoring the event, which is the subject of this permit application, jointly and severally, hereby contract and agree to pay all costs of services provided by the Town of Old Orchard Beach, in support of said event.
9. For myself and any other persons, organizations, firms, and corporations sponsoring the event which is the subject of this permit application, jointly and severally, hereby contract and agree to indemnify, defend and hold harmless the Town of Old Orchard beach, its officers and employees, against all claims, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of said applicant, its agents, invitees or other sponsor in connection with said event.

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

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

Signature: *K. Howard* Date: 10/19/2020
(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)

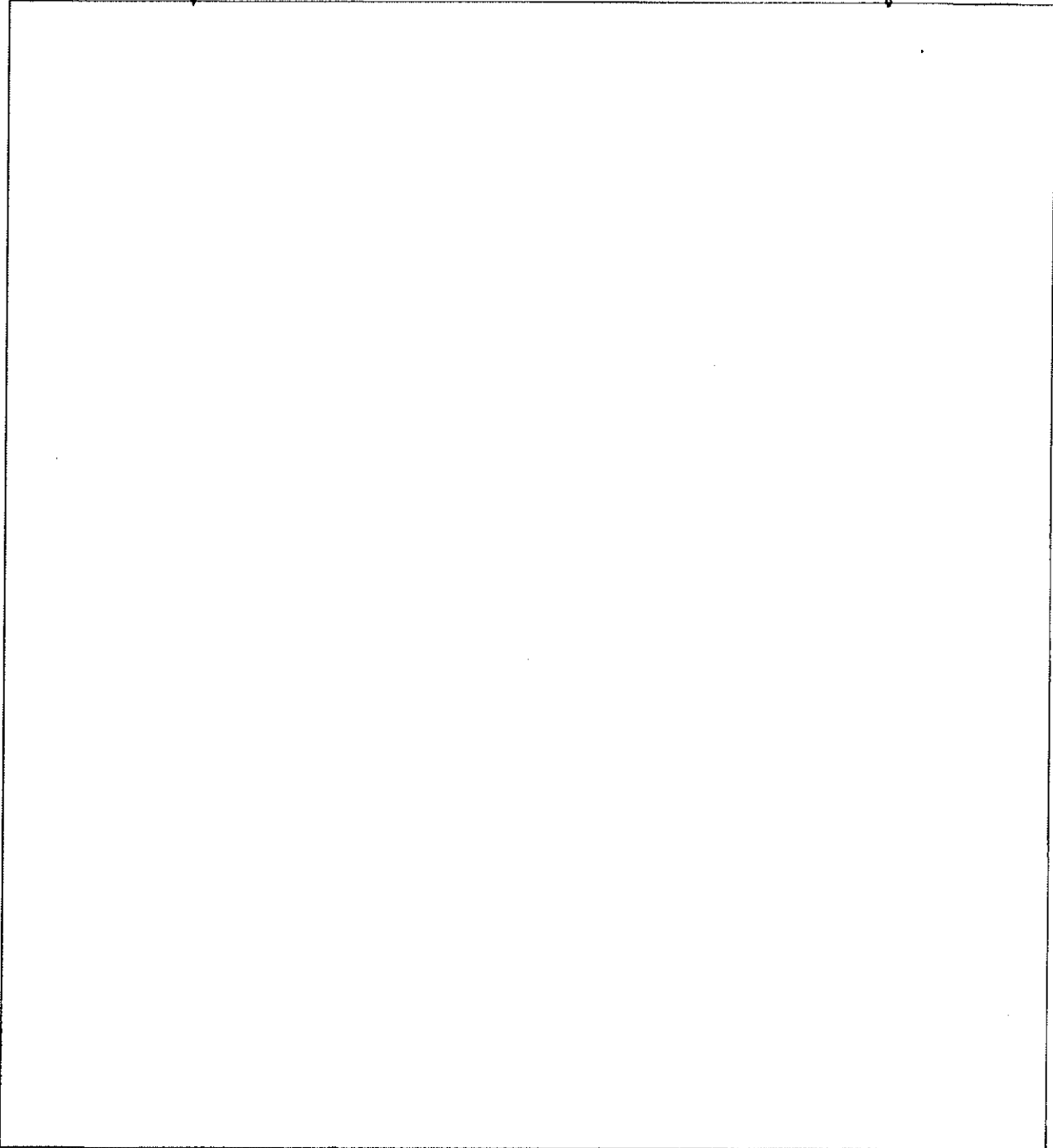
In the space below, please provide the following information. Attach a separate map if necessary.

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

⊗ Will plan route w/ Fire & Police Dept for Santa.



Agenda Item 7318

STATE OF MAINE

SUPERIOR COURT

DISTRICT COURT

Location Biddeford

_____, ss.
Docket No. _____

Docket No. SA-2020-158

Seagate Limited Partnership DBA Old Orchard Beach Village
Plaintiff

v.

WRIT OF POSSESSION

William Harkins
Defendant

and All Other Occupants

To the sheriffs of our several counties or any of their deputies:

The (plaintiff) (Seagate Limited Partnership DBA Old Orchard Beach Village)
on 09/25/2020 recovered judgment in the above-named court against (defendant)
(William Harkins)
in this action for possession of the following described premises or real/personal property and for the sum of
\$ X _____ in costs of suit:

12 Stagecoach Drive
Old Orchard Beach ME 04064

We command you that without delay you cause the (plaintiff) (Seagate Limited Partnership DBA Old Orchard Beach Vi)
to have possession of said premises or real/personal property as against the (defendant) (William Harkins).

We also command that you cause the goods or chattels of the (defendant) (William Harkins)
within your county to be paid and satisfied to the (plaintiff) (Seagate Limited Partnership DBA Old Orchard Beach Vi)
at the value thereof in money the sum of \$ X _____ together with X _____
Dollars more for this Writ, and make return of this writ within one year from this date.

(Seal of Court)

Date: 10/26/2020


Clerk, *asst.*

NOTICE TO DEFENDANT: You are required to vacate the premises and remove your possessions within 48 hours from the time of service of this Writ of Possession in hand or by posting, or an officer will return and remove you. If you fail to vacate the premises and remove your possessions within 48 hours you are deemed a trespasser without right and your goods and property are considered by law to be abandoned and subject to 14 M.R.S.A. section 6013.

Paul Weinstein, Esq.
(Attorney for) Plaintiff / Defendant
431 Main Street
Saco, ME 04072
Address
CV-154, Rev. 09/08

PARCEL: T1580-00000-00000

LOCATION: 12 STAGECOACH DR OOV

OWNER:

HARKINS WILLIAM
12 STAGECOACH DR OOV
OLD ORCHARD BEACH ME 04064

STATUS:

SQUARE FEET	0
LAND VALUATION	0
BUILDING VALUATION	34,100
EXEMPTIONS	0
TAXABLE VALUATION	34,100
INTEREST PER DIEM	.40

LEGAL DESCRIPTION:

DEED DATE: 04/01/2016 BOOK/PAGE: PER L/ST 0 INTEREST DATE: 11/12/2020

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2020	LIEN	104				
1	REAL ESTAT		478.95	478.95	11.46	490.41
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		21.40	21.40	.00	21.40
			561.58	561.58	11.46	573.04
			561.58	561.58	11.46	573.04
2019	LIEN	84				
1	REAL ESTAT		472.77	472.77	48.91	521.68
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		20.77	20.77	.00	20.77
			554.77	554.77	48.91	603.68
			554.77	554.77	48.91	603.68
2018	LIEN	80				
1	REAL ESTAT		460.01	460.01	74.90	534.91
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		18.92	18.92	.00	18.92
	LIEN CERT		7.23	7.23	.00	7.23
			547.39	547.39	74.90	622.29
			547.39	547.39	74.90	622.29

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2017	LIEN	87				
1	REAL ESTAT		452.98	452.98	107.90	560.88
	MAIL		7.23	7.23	.00	7.23
	30 DAY FEE		3.00	3.00	.00	3.00
	LIEN COST		51.00	51.00	.00	51.00
	INT.AT LIE		16.90	16.90	.00	16.90
	LIEN CERT		7.23	7.23	.00	7.23
			538.34	538.34	107.90	646.24
			538.34	538.34	107.90	646.24
GRAND TOTALS			2,202.08	2,202.08	243.17	2,445.25

Agenda Item 7319



Town of Old Orchard Beach

Treasurer - Finance Director
OOB Town Hall
1 Portland Avenue
OOB, ME 04064

Diana H. Asanza
Telephone: (207) 937-5622
Fax: (207) 937-5722
Email: dasanza@oobmaine.com

November 12, 2020

TO: Larry S. Mead, Town Manager
FROM: Diana H. Asanza, Treasurer – Finance Director
RE: Price Increase for Municipal Trash Bags

Larry,

The “Pay As You Throw” (PAYT) program was designed as an option for those that want to dispose of trash beyond the normal curbside collection. The method to recover the additional cost to dispose of this trash is to require residents to use a specific Town trash bag or “blue bag” and charge a fee.

The current price is \$2.50 per bag and with the increased cost of Municipal trash disposal, it does not fully cover the cost to the Town. I recommend an increase of \$0.50 per bag – from \$2.50 per bag to \$3.00 per bag, which will cover the total cost for the disposal of a trash bag based on the current contract with Casella:

Cost per 33-gallon trash bag	\$0.3482
Cost to haul and dispose of a trash bag	<u>\$2.56</u>
	\$2.91

I also recommend for this increase to be effective immediately. They will be sold in rolls of 5 (\$15) and rolls of 25 (\$75).

Respectfully,

Diana H. Asanza

MUNICIPAL BLUE TRASH BAGS

PRICE INCREASE EFFECTIVE NOVEMBER 18, 2020

BLUE MUNICIPAL TRASH BAGS WILL COST \$3.00 PER BAG

AVAILABLE AT:

❖ TOWN HALL TAX OFFICE DURING NORMAL HOURS OF OPERATION:

Monday, Wednesday, Thursday and Friday 8:00 am – 3:00 pm

Tuesday 8:00 am – 5:00 pm

- ROLL OF 5 TRASH BAGS \$15
- ROLL OF 25 TRASH BAGS \$75
- CASE OF 100 TRASH BAGS \$300

Agenda Item 7320

TOWN OF OLD ORCHARD BEACH

Current Planning Services: ROADWAY ACCEPTANCE APPLICATION

Page 1 of 3

Application Fee is \$150.00

Date Received:

Application Fee PAID: \$

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: Cherry Hills Road

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

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

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

Location of all existing and proposed:

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

October 23, 2019

Date

OOB Planning Department

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

CURRENT PLANNING SERVICES:

**ASSESSOR'S
CERTIFICATION for
MAP BLOCK and LOT**

Page 1 of 1

The following certification of the correct Map Block and Lot Number(s) of the subject property must be obtained from the Assessing Office and must accompany all applications submitted to the Planning and Code Enforcement Departments.

NO APPLICATION will be deemed complete without this certification.

PROJECT NAME: Cherry Hills

PROJECT APPLICANT: Cary Seamans

Application Type (Check appropriate boxes)

- | | | |
|--|---|---|
| <input type="checkbox"/> Site Plan | <input type="checkbox"/> Design Review | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Miscellaneous Appeal | <input type="checkbox"/> Amend to Subdivision |
| <input type="checkbox"/> Sign Permit | <input checked="" type="checkbox"/> Street Acceptance | <input type="checkbox"/> Sewer Connection |
| <input type="checkbox"/> Dumpster Permit | <input type="checkbox"/> Building Permit | <input type="checkbox"/> Other |

Property owned by _____ and located at _____
owner's name

_____ is identified on the _____
Street Address

Old Orchard Beach Assessor's Maps and within the Town Assessing Records as having the following Map, Block and Lot number:

MAP 105A BLOCK 1 LOT B1-B24

Date

Assessing Official

OOB Planning Department

Cherry Hills Road Application
Abutter's List

Map	Lot	Owner's Name	Address	Book	Page
105A	1-B24	Michael J. & Eleanor Manfra	1 Cherry Hills Road Old Orchard Beach, Maine 04064	17354	659
105A	1-B23	Elizabeth Burkhardt	3 Cherry Hills Road Old Orchard Beach, Maine 04064 Mailing Address 2 Crestview Drive Malden, MA 02148	17294	643
105A	1-B23	Richard J. & Roseanne M. Baillargeon	5 Cherry Hills Road Old Orchard Beach, Maine 04064	16653	993
105A	1-B21	Dean Frost & Diane N. Fongemie	7 Cherry Hills Road Old Orchard Beach, Maine 04064	16382	618
105A	1-B20	Stephen D. Mazziotti Sr. & Kathleen A. Mazziotti	9 Cherry Hills Road Old Orchard Beach, Maine 04064	16538	140
105A	1-B19	Sandra S. Murray & William H. Koch	11 Cherry Hills Road Old Orchard Beach, Maine 04064	16252	765
105A	1-B18	Platek Family Realty Trust, Brittany R. Bugaj - Trustee	13 Cherry Hills Road Old Orchard Beach, Maine 04064	17767	606
105A	1-B17	Bruce G. & Susan T. Basford	15 Cherry Hills Road Old Orchard Beach, Maine 04064	16687	780
105A	1-B16	Clyde S. Bartlett, Jr. & Shiela A. Bartlett	17 Cherry Hills Road Old Orchard Beach, Maine 04064	17443	65
105A	1-B15	Daniel B. & Ann L. Cole	19 Cherry Hills Road Old Orchard Beach, Maine 04064	17108	685
105A	1-B14	John C. & Sally W. Beatty	21 Cherry Hills Road Old Orchard Beach, Maine 04064	16551	449
105A	1-B13	George H. Aube & Mary Jane Martelle-Aube	23 Cherry Hills Road Old Orchard Beach, Maine 04064	16663	278
105A	1-B12	Cary Seamans	24 Cherry Hills Road Old Orchard Beach, Maine 04064	17124	393
105A	1-B11	William Robert & Misty Lee Crawford	22 Cherry Hills Road Old Orchard Beach, Maine 04064	16801	997

Cherry Hills Road Application
Abutter's List

Map	Lot	Owner's Name	Address	Book	Page
105A	1-B10	Malcolm W. & Cynthial Mundell	20 Cherry Hills Road Old Orchard Beach, Maine 04064	16773	949
105A	1-B9	John Daigle	18 Cherry Hills Road Old Orchard Beach, Maine 04064	17818	875
105A	1-B8	Joanne & Branimir Viducic	16 Cherry Hills Road Old Orchard Beach, Maine 04064	16667	88
105A	1-B7	Judith E. & Gerald Ducharme	14 Cherry Hills Road Old Orchard Beach, Maine 04064	16062	979
105A	1-B6	Victor & Patricia Digeorge	12 Cherry Hills Road Old Orchard Beach, Maine 04064	16396	88
105A	1-B5	Nelson J. Tardiff	10 Cherry Hills Road Old Orchard Beach, Maine 04064	16592	136
105A	1-B4	Kathy & Terry Block	8 Cherry Hills Road Old Orchard Beach, Maine 04064	17727	579
105A	1-B3	Denise M. Clavette & Larry S. Mead	6 Cherry Hills Road Old Orchard Beach, Maine 04064	16357	215
105A	1-B2	Ronald W. & Carole A. Haight	4 Cherry Hills Road Old Orchard Beach, Maine 04064	16533	86
105A	1-B1	William T. & Linda M. Northon	76 Wild Dunes Way Old Orchard Beach, Maine 04064	16533	86

Space above for recording information

WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS that **Section B, LLC**, a Maine limited liability company with offices in Old Orchard Beach, County of York and State of Maine, grants unto the **Town of Old Orchard Beach**, a Maine municipal corporation with offices at 1 Portland Avenue, Old Orchard Beach, ME 04064, with warranty covenants, for highway purposes and without claim for damages, all of its right, title and interest in the following described property located in Old Orchard Beach, in the County of York and State of Maine:

The street and way identified as Cherry Hills Road described in Exhibit A annexed hereto and made a part hereof and as depicted on the subdivision plan entitled "Amended Subdivision, Plan #2, Dunegrass-Section B, Land of Barbara Boutet, Wild Dunes Way, Old Orchard Beach, Maine" dated April 2009 as revised through 4/11/12, by Berry Huff McDonald Milligan, Inc. and recorded in the York County Registry of Deeds in Plan Book 356, Page 19, to which plan reference may be made for a more particular description of the premises hereby conveyed; together with and subject to all of the rights appurtenant thereto and all improvements situated therein or thereto including without limitation any and all storm water runoff systems, drainage easement areas, sidewalks, electrical, sewer, gas and other utility infrastructure, bollards, lampposts, lights and lighting facilities.

The above-described premises are conveyed subject to and together with the Declaration of Protective Covenants, Conditions, Restrictions and Road Maintenance Agreement, dated December 23, 2009, recorded in the York Registry of Deeds in Book 15784, Page 693, and Exhibit B attached thereto.

Being a portion of the same premises conveyed to Section B, LLC by deed of Pine Ridge Realty, Inc., dated January 20, 2011, recorded in the York Registry of Deeds in Book 16038, Page 672.

IN WITNESS WHEREOF, the said Section B, LLC has caused this instrument to be executed by Cary Seamans, its Member, this ____ day of February 2020.

Section B, LLC

WITNESS

By: _____
Cary Seamans, Its Member

STATE OF MAINE
YORK, ss.

February __, 2020

Then personally appeared the above-named Cary Seamans, in his capacity as the Member of Section B, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Section B, LLC.

Before me,

Notary Public/Attorney-at-Law

Print Name: _____

My commission expires: _____

EXHIBIT A

A certain strip or parcel of land located on the northeasterly sideline of Wild Dunes Way, so-called, in the Town of Old Orchard Beach, County of York and State of Maine and shown as Cherry Hills Road on the plan titled "Amended Subdivision, Plan #2, Dunegrass-Section B, Land of Barbara Boutet, Wild Dunes Way, Old Orchard Beach, Maine" dated April 2009 as revised through 4/11/12, by Berry Huff McDonald Milligan, Inc. and recorded in the York County Registry of Deeds in Plan Book 356, Page 19; said Cherry Hills Road being more particularly described as follows:

Beginning at a granite monument found on the northeasterly sideline of said Wild Dunes Way at the southeasterly corner of Lot B1 as shown on aforesaid plan;

thence in a general easterly direction along said Lot B1 and along a circular curve to the left, circumscribed by a radius of 30.00 feet, an arc length of 44.64 feet to a granite monument found; said granite monument found being N 85°-08'-01" E a tie distance of 40.63 feet from said previous granite monument found;

thence in a general northeasterly direction along said Lot B1, Lot B2, Lot B3 and along a circular curve to the right, circumscribed by a radius of 325.00 feet, an arc length of 204.21 feet to a capped iron rod found (PLS #2190); said capped iron monument found being N 60°-30'-32" E a tie distance of 200.87 feet from said previous granite monument found;

thence N 78°-30'-33" E along said Lot B3, Lot B4, Lot B5, Lot B6 and Lot B7 a distance of 436.81 feet to a capped iron rod found (PLS #2190) and the southwesterly corner of Lot B8;

thence in a general northeasterly direction along said Lot B8, Lot B9 and along a circular curve to the left, circumscribed by a radius of 475.00 feet, an arc length of 214.14 feet to a capped iron rod found (PLS #2190) and the southerly corner of Lot B10; said capped iron rod found being N 65°-35'-41" E a tie distance of 212.32 feet from said previous capped iron rod found;

thence N 52°-40'-48" E along said Lot B10 and Lot B11 a distance of 157.96 feet to a capped iron rod found (PLS#2190);

thence in a general northeasterly direction along said Lot B11 and along a circular curve to the left, circumscribed by a radius of 30.00 feet, an arc length of 28.60 feet to a granite monument found; said granite monument found being N 25°-22'-05" E a tie distance of 27.53 feet from said previous capped iron rod found;

thence in a general circular direction along Lot B11, Lot B12, Lot B13, Lot B14 and along a circular curve to the right, circumscribed by a radius of 65.00 feet, an arc length of 328.14 feet to a granite monument found; said granite monument found being S 37°-19'-12" E a tie distance of 75.26 feet from said previous granite monument found;

thence in a general westerly direction along Lot B14, Lot B15 and along a circular curve to the left, circumscribed by a radius of 30.00 feet, an arc length of 28.60 feet to a capped iron rod found (PLS

DOMESTIC
NONPROFIT CORPORATION

STATE OF MAINE

ARTICLES OF INCORPORATION

File No 20110245ND Pages 4
Fee Paid \$ 40
DCN 2103421400027 ARTI
FILED
12/03/2010

Julie R. Dwyer
Deputy Secretary of State

A True Copy When Attested By Signatory

Deputy Secretary of State

Pursuant to 13-B MRSA §403, the undersigned incorporator(s) execute(s) and deliver(s) the following Articles of Incorporation:

FIRST: The name of the corporation is Section B Homeowners Association

SECOND: ("X" one box only. Attach additional page(s) if necessary.)

The corporation is organized as a public benefit corporation for the following purpose or purposes

The corporation is organized as a mutual benefit corporation for all purposes permitted under Title 13-B or, if not for all such purposes, then for the following purpose or purposes

THIRD: The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number _____

(name of commercial registered agent)

Noncommercial Registered Agent

David R. Ordway
(name of noncommercial registered agent)

199 Main Street, Saco, ME 04072
(physical location, not P.O. Box - street, city, state and zip code)

P.O. Box 1179, Saco, ME 04072
(mailing address (if different from above))

FOURTH: Pursuant to 5 MRSA §108.3, the registered agent as listed above has consented to serve as the registered agent for this nonprofit corporation.

Form No MNPCA-6 (1 of 3)

FIFTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is three.

The minimum number of directors (not less than 3) shall be three and the maximum number of directors shall be five.

SIXTH: Members ("X" one box only)

- There shall be no members
 There shall be one or more classes of members and the information required by 13-B MRSA §402 is attached

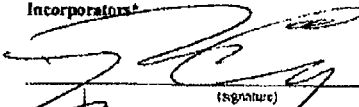
SEVENTH: (Optional) (Check if this article is to apply)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office

EIGHTH: (Optional) (Check if this article is to apply)

Other provisions of these articles including provisions for the regulation of the internal affairs of the corporation, distribution of assets on dissolution or final liquidation and the requirements of the Internal Revenue Code section 501(c) are set out in Exhibit _____ attached hereto and made a part hereof.

Incorporator:



(signature)

David R. Ordway

(type or print name)

Dated December 1, 2010

Street 199 Main Street

(residence address)

Saco, ME 04072

(city, state and zip code)

Street _____

(residence address)

Street _____

(residence address)

(city, state and zip code)

For Corporate Incorporators*

Name of Corporate Incorporator _____

By _____
(signature of officer)

Street _____
(principal business location)

(type or print name and capacity)

(city, state and zip code)

Name of Corporate Incorporator _____

By _____
(signature of officer)

Street _____
(principal business location)

(type or print name and capacity)

(city, state and zip code)

***Articles are to be executed as follows:**

If a corporation is an incorporator (13-B MRSA §401), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov

Form No. MNPCA-6 (3 of 3) Rev. 7/1/2008

Membership and Voting Rights

Section 1. Each Owner as designated in Article I, Section 5, shall be a Member of the Association.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit Site owned. When more than one person holds an interest in any Unit Site, all such persons shall be members. The vote for such Unit Site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit Site.

Class B. The Class B member shall be the Declarant and shall be entitled to two (2) votes for each Unit Site owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) seven (7) years after the date on which the first Unit Site is sold to a purchaser not the Declarant.

Section 3. The rights of membership are subject to the payment of assessments levied by the Association, the obligation of which assessments is imposed against each Owner and becomes a lien upon the Unit Site against which such assessments are made as provided by ARTICLE IV hereof. No Member may be released from any obligations of membership by non-payment or other default under the Declaration, and membership shall be automatic and run with the ownership of a Unit Site.

SECTION B HOMEOWNERS ASSOCIATION
BYLAWS

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to the Section B Homeowners Association, a non-stock, non-profit corporation organized and existing under the laws of the State of Maine.

Section 2. "Common Areas" or "common open area" shall mean and refer to any Association Property as shown on the plan entitled "Amended Subdivision, Dunegrass - Section B", dated April 2009, as revised through 11/3/09, by BH2M Engineers, recorded in the York Registry of Deeds in Plan Book 341, Page 3, and any amendment thereto, together with any real property transferred or owned by the Association. Without limitation, these areas shall include the streets and ways shown on the said plan and the Association's rights in the sewer pump station servicing the Unit Sites, provided that either or both may, in the future, be transferred to the Town of Old Orchard Beach; however nothing herein constitutes a representation or a guarantee that the Town will accept any of the streets and ways, sewer facilities or the sewer pump station.

Section 3. "Declaration" shall mean and refer to the "Declaration of Restrictive Covenants for Section B Homeowners Association, Old Orchard Beach, Maine" dated December 23, 2009, recorded in the York Registry of Deeds in Book 15784, Page 3, as the same may be amended from time to time (the "Declaration"), as they apply to Unit Sites B1 through B24.

Section 4. "Dunegrass" shall mean and refer to a subdivision of land situated in Old Orchard Beach, in the County of York and State of Maine, shown on a plan entitled "Dunegrass Site Plan" approved by the Town of Old Orchard Beach Planning Board on July 14, 1988 and recorded in said Registry of Deeds in Plan Book 170, Pages 28, 29 and 30. (the "Plan").

Section 5. An "Owner" or "Member" shall mean and refer to each owner (whether an individual person, corporation, partnership or other legal entity) of record of a Unit Site subject to the Declaration, but shall not mean and refer to an owner of record, whose only interest in such lot or parcel of land is as mortgagee under a real estate mortgage as security for the performance of an obligation, until and unless such owner shall have commenced proceedings under the laws of the State of Maine to foreclose such mortgage and shall have delivered a certificate to this effect to the Secretary of the Association. Any Owner which is made subject to the terms of the Declaration shall also be a Member.

ARTICLE II
Location

The principal office of the Association shall be located at Old Orchard Beach, in the County of York and State of Maine.

ARTICLE III
Membership and Voting Rights

Section 1. Each Owner as designated in Article I, Section 5, shall be a Member of the Association.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit Site owned. When more than one person holds an interest in any Unit Site, all such persons shall be members. The vote for such Unit Site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit Site.

Class B. The Class B member shall be the Declarant and shall be entitled to two (2) votes for each Unit Site owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) seven (7) years after the date on which the first Unit Site is sold to a purchaser not the Declarant.

Section 3. The rights of membership are subject to the payment of assessments levied by the Association, the obligation of which assessments is imposed against each Owner and becomes a lien upon the Unit Site against which such assessments are made as provided by ARTICLE IV hereof. No Member may be released from any obligations of membership by non-payment or other default under the Declaration, and membership shall be automatic and run with the ownership of a Unit Site.

ARTICLE IV
Financing of Association – Assessments

Section 1. Assessment. The principal method of financing the operations of the Association shall be by assessment of Members. Each Member, by the acceptance of the deed for a Unit Site, shall be deemed to covenant and agree, whether or not it shall be expressed in such deed or in any other conveyance, to pay assessments to the Association with no profit to accrue to the Association. The assessments shall be for (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. Assessments shall be used for the purpose of providing funds for the common expenses, maintenance, repair, replacement, administration, operation and improvement of the Unit Sites and the Common Areas, including:

- (a) the cost and management of snow removal, if not publicly provided;
- (b) maintenance, repair and replacement of the roads as shown on the plan, which roads shall remain private until or unless the roads are made public, as well as all electrical and telephone cables, water, sewer and drainage pipes, equipment and facilities located in the Common Areas;

- (c) capital reserves for the installation, repair, replacement or removal and discontinuance (as the case may be) of any common facilities or any improvements to the Property; and
- (d) care and maintenance, on an as-needed basis, of any and all detention or retention areas on the plan not part of a public road or right of way;
- (e) the operation of the Association;
- (f) maintenance, repair and replacement electrical and telephone cables, water, sewer and drainage pipes, equipment and facilities serving the Unit Sites not otherwise maintained by the Town of Old Orchard Beach or public utilities; and
- (g) such other common benefits on such terms as the Directors may determine from time to time.

Section 3. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Date of Commencement of Assessments. The assessments provided for herein shall commence as to all Unit Sites on the first day of the month following the issuance of a Certificate of Occupancy for a Unit on a Unit Site, or two years after the date a Unit Site was first conveyed by the Declarant to any other party, whichever shall first occur. The Board of Directors shall fix the amount of the assessment against each Unit Site on an annual basis, at least thirty (30) days in advance of the start of each calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit Site have been paid. A properly executed certificate of the Association as to

the status of assessments on a Unit Site is binding upon the Association as of the date of its issuance.

Section 5. Method of Assessment. Each assessment shall be based on ownership of a Unit Site in the Association with the determination of the Board of Directors as to the method to be used for each such assessment to be final and conclusive.

Assessments shall be established based on estimated annual expenditures of the Association. A proposed budget shall be prepared sixty (60) days in advance of each fiscal year and shall be mailed to Members thirty (30) days in advance of the budget meeting. The budget shall be presented to the Members for their review and comment, provided that the adoption of the final budget shall be the responsibility of the Board of Directors.

Section 6. Payment of Assessments. Each Member shall pay to the Association or its authorized representative (1) on the first day of each month, or on such other date that the Board of Directors may determine in writing, one-twenty-fourth (1/24th) of the Assessment, assessed on an annual basis; and (2) all special assessments and any other sums duly levied pursuant to these Bylaws, including all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided by these Bylaws, on the first day of the next month which begins more than ten (10) days after delivery to the Member of notice of such special assessment or levy or such other date that the Board of Directors may determine in writing. If for any reason the Association shall revise the annual budget of the Association whereby the Assessments, or any component thereof may be increased, then commencing on the first day of the first month subsequent to the adoption of such revised budget each Member shall pay to the Association or its authorized representative such revised annual Assessment.

Section 7. Failure to Pay Assessments. If any Member shall fail to pay any assessment levied by the Association within sixty (60) days from the due date specified by the Association,

the Association shall file a notice of such nonpayment with the York County Registry of Deeds, and from and after the time a notice of such failure to pay is recorded, in the office of the Register of Deeds for York County, the Association shall have a lien against the Member's Unit Site or Unit Sites, as the case may be, for the amount due and not paid, plus interest at the rate of eighteen percent (18%) per annum from the specified due date to the date of payment thereof and all costs and expenses of collection, including reasonable attorneys' fees. Such lien shall be at all times junior to any first mortgage to or owned by a financial institution and may be foreclosed by the Association in the same manner as residential real estate mortgages may be foreclosed under the laws of the State of Maine. Failure to file any such notice shall not invalidate the lien herein or relieve any obligation to pay.

Section 8. Membership Rights. If any Member shall fail to pay any assessment levied by the Association within thirty (30) days from the due date specified by the Association, the membership rights and privileges of such Member may be suspended by the Board of Directors for such period during which any such assessment shall remain unpaid. Upon subsequent payment of such assessment, with interest (if any) as specified in Section 7 above, the membership rights and privileges of such Member shall be automatically restored.

ARTICLE V Board of Directors

Section 1. The affairs of the Association shall be managed by a Board of not less than three (3) and not more than five (5) Directors who shall be members of the Association, and who shall hold office until the election of their successors.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VI
Election of Directors

Section 1. Directors shall be elected for terms of three years at the annual meeting of the Members. Initially, there shall be three Directors elected at the first annual meeting elected by lot, one for a one-year term, one for a two-year term, and one for a three-year term. At such meeting, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of ARTICLE III hereof. The person receiving the largest number of votes shall be elected.

ARTICLE VII
Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have the power:

- (a) To call special meetings of the Members whenever it deems necessary and it shall call a special meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Section 2 of ARTICLE XIII hereof.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the: assessments or charges referred to in ARTICLE IV hereof.
- (d) To adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authorities vested in or delegated to the Association under Maine law, except those reserved to the Members.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Section 2 of ARTICLE VIII hereof.
- (b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

- (c) To maintain a list of each and every Owner of a Unit Site and of assessments applicable to each lot which shall be kept in the office of the Association and shall be open, during reasonable business hours, to inspection by any Member.
- (d) To send written notice of each assessment to each Owner of a Unit Site subject thereto.
- (e) To issue, or cause an appropriate officer to issue, upon demand by any Member a certificate setting forth whether any assessment has been paid.

ARTICLE VIII
Directors Meetings

Section 1. The Board of Directors shall meet at such times and places as it may determine.

Section 2. Meetings of the Board of Directors shall be held when called by any officer of the Association or by any two Directors after not less than three (3) days notice to each Director.

Section 3. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE IX
Other Committees

Section 1. The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more other committees, each committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution or resolutions or in these Bylaws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association, and may have power to authorize the seal of the Association to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in these Bylaws or as may be determined from time to time by resolution adopted by the Board of Directors.

The Committees shall keep regular minutes of their proceedings and report the same to the Board when required.

ARTICLE X
Officers

Section 1. The officers of the Association shall be a President, a Secretary, a Treasurer and a Clerk. The President shall be a member of the Board of Directors.

Section 2. The officers shall be chosen by a majority vote of the Directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Members and of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds and other written instruments (except checks for the disbursement of funds of the Association).

Section 5. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or she shall record in a book to be kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members.

Section 6. The Treasurer shall receive and deposit in appropriate corporate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors. The Treasurer shall sign all notes and checks of the Association, provided that such notes shall also be signed by the President.

Section 7. The Treasurer shall keep proper books of account of all financial transactions of the Association. He or she shall prepare an annual budget and an annual balance sheet and operating statement and shall present the same to the membership at its regular annual meeting.

Section 8. The Board of Directors, at its discretion, may appoint such other officers or agents as it may deem advisable, and prescribe the powers and duties thereof.

ARTICLE XI
Meetings of Members

Section 1. The regular annual meeting of the Members shall be held on the second Saturday of September at Seven O'clock (7:00) in the P.M., Eastern Daylight Time, in Old Orchard Beach, Maine.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Secretary or the Treasurer, or by the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of all meetings shall be given to the Members by the Secretary. Notice may be given to each Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to the address appearing on the books of the Association. The Association may also authorize the use of e-mail for the giving of notice. Each Member shall register his or her address with the Secretary, and notices of meetings shall be mailed to him or her at such address. Notice of any regular or special meeting shall be mailed at least six (6) days in advance of the meeting and shall set forth the nature of the business to be transacted.

Section 4. Unless specific provision is made in these Bylaws for a different assent of the voting Members as a whole or by class, all matters coming before the membership at the annual meeting or at special meetings shall be carried by the assent of a majority of the votes of all voting Members who are voting in person or by proxy.

Section 5. Unless specific provision is made in these Bylaws for a different quorum on special matters of the membership as a whole or by class, the presence at any meeting of Members entitled to cast, or of proxies entitled to cast, in the aggregate one-third (1/3) of the

total votes of the membership shall constitute a quorum for any action governed by these Bylaws.

Section 6. The act of the majority of Members present at any legal meeting at which a quorum is present shall constitute an act of the Association.

ARTICLE XII
Proxies

Section 1. At all meetings of members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon any Member ceasing to be the Owner of a Unit Site.

ARTICLE XIII
Insurance and Related Matters

The Board of Directors of the Association may, but need not, obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring each Unit Site, the Association and Board of Directors, or any of them, from liability in connection with the Common Areas. Each Owner, at his or her own cost, shall be responsible for his insurance on the Unit Site and additions and improvements thereto and decorations and furnishings, personal property therein and stored elsewhere on the property, and personal liability to the extent not covered by the liability insurance provided by the Association.

ARTICLE XIV
Books and Paper

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be open to the inspection of any Member.

ARTICLE XV
Corporate Seal

Section 1. The Association shall have a seal in circular form having within its circumference the words "Section B Homeowner's Association, Maine 2009".

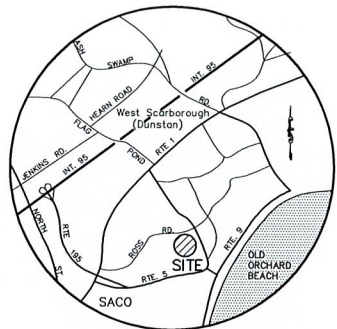
ARTICLE XVI
Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the Members, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control.

December ____, 2009

/s/ Ronald A. Boutet
Ronald A. Boutet, Incorporator



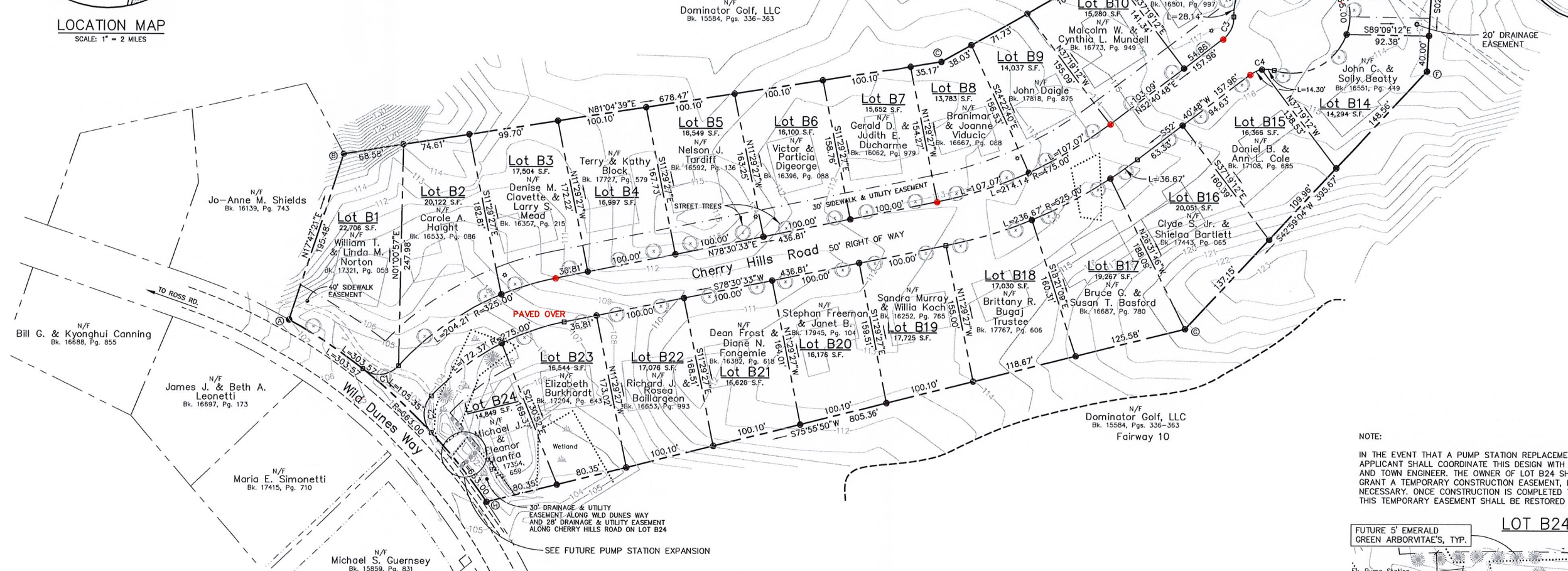
LOCATION MAP
SCALE: 1" = 2 MILES

SURVEY NOTES:

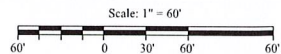
1. MAINE STATE COORDINATES SYSTEM - WEST ZONE (NAD 1983) SHOWN ARE BASED ON POINTS PROVIDED BY SURVEY, INC.
2. BEARINGS AND NORTH ORIENTATION SHOWN ARE MAGNETIC 1987 AND ARE BASED ON PLAN REFERENCES C & D.
3. PROJECT BENCHMARK - DATUM USED WAS ORIGINALLY PROVIDED BY TITCOMB ASSOCIATES, INC. IN 1987, ASSUMED USGS CONVERSION FACTOR TO CONVERT DATUM TO NAVD 88 IS -4.47 FEET.

CURVE DATA

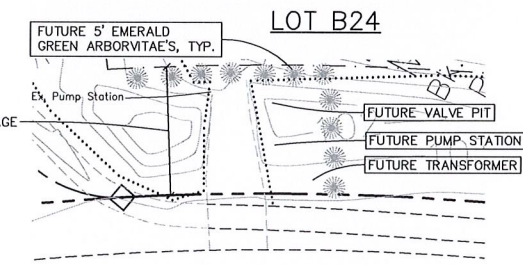
- C1 - R=30.00', L=44.64'
- C2 - R=30.00', L=44.89'
- C3 - R=30.00', L=28.60'
- C4 - R=30.00', L=28.60'



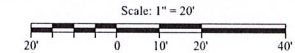
CHERRY HILLS ESTATES



NOTE:
IN THE EVENT THAT A PUMP STATION REPLACEMENT IS REQUIRED, THE APPLICANT SHALL COORDINATE THIS DESIGN WITH THE TOWN STAFF AND TOWN ENGINEER. THE OWNER OF LOT B24 SHALL BE REQUIRED TO GRANT A TEMPORARY CONSTRUCTION EASEMENT, IF THIS IS DEEMED NECESSARY. ONCE CONSTRUCTION IS COMPLETED THE AREA WITHIN THIS TEMPORARY EASEMENT SHALL BE RESTORED AND STABILIZED.



**WILD DUNES WAY
FUTURE PUMP STATION EXPANSION**



1. APPLICANT: CARY SEAMANS
2 FIERO DRIVE
OLD ORCHARD BEACH, ME
2. ENGINEER: ANDREW MORRELL, PE#13285
BH2M
28 STATE STREET
GORHAM, MAINE
3. SURVEYOR: ROBERT C. LIBBY JR., PLS #2190
BH2M
4. WETLANDS: MARK HAMPTON
MARK HAMPTON ASSOCIATES
PORTLAND, MAINE
5. DEED REFERENCE: BK. 8824, PG. 42
6. TAX MAP REFERENCE: MAP 105A, LOT 200
7. ZONING: PMUD
8. PROJECT AREA: 10.697 ACRES
9. PROPOSED USE: 24 RESIDENTIAL LOTS
10. MINIMUM STANDARDS: PMUD
MIN. FRONTAGE - 100'
MIN. SETBACKS - 30' FRONT (28' LOT B24),
5' SIDE, 30' REAR
MIN. LOT AREA - 14,000 S.F.
11. SEWER SERVICE: PUBLIC
12. WATER SERVICE: PUBLIC
13. ELECTRIC/TELEPHONE: UNDERGROUND
14. ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE EROSION PREVENTION PROVISIONS OUTLINED IN THE MAINE EROSION AND SEDIMENTATION CONTROL BMP'S, LATEST REVISION.
15. PLAN REFERENCE:
 - A. PLAN TITLED "DUNEGRASS SITE PLAN" DATED 10/25/87, REVISED 7/12/88 AND RECORDED IN THE YORK COUNTY REGISTRY OF DEEDS, PLAN BOOK 170, PAGE 28, 29 AND 30.
 - B. PLAN TITLED "GOLF COURSE LAYOUT MADE FOR PINE RIDGE REALTY CORP., 49 ROSS ROAD, OLD ORCHARD BEACH, MAINE, DATED 5/17/96 BY TITCOMB ASSOCIATES.
 - C. STANDARD BOUNDARY SURVEY FOR SEALAND DEVELOPMENT COMPANY, OLD ORCHARD BEACH, MAINE, DATED 2/16/87, REVISED 7/14/88 BY DOW & COULOMBE, INC., RECORDED IN THE Y.C.R.D. PLAN BOOK 167, PAGE 41.
 - D. SECTIONS A, B, C, H & I AND A PORTION OF WILD DUNES WAY, DUNEGRASS, ROSS ROAD AND CASCADE ROAD, OLD ORCHARD BEACH, MAINE FOR DUNEGRASS, LLC, DATED 11/17/05 BY TITCOMB ASSOCIATES.

16. THIS PROJECT SITE IS PART OF THE 1988 DUNEGRASS MASTER PLAN APPROVED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, SITE LAW PERMIT L-15068-87-U-13 & MINOR AMENDMENT DATED MARCH 19, 2008.
17. DWELLING UNIT COUNT: SECTION B - 24 UNITS (ORIGINALLY APPROVED FOR 76 UNITS, 5 UNITS HAVE BEEN RELOCATED TO SECTION H, LEAVING 47 UNITS FOR FUTURE DEVELOPMENT)
18. BENCHMARK: PK NAIL #6, LOCATED 835± NORTHERLY OF SITE ENTRANCE, 37' RIGHT OF CENTERLINE ALONG WILD DUNES WAY, ELEV. 95.35. CONVERSION FACTOR TO NAVD 88 IS -4.47 FEET.
19. WETLAND IMPACT: 3,624 S.F.
20. PRIOR TO THE ACCEPTANCE OF CHERRY HILLS ROAD AS A PUBLIC WAY, THE TOWN OF OLD ORCHARD BEACH SHALL NOT BE RESPONSIBLE FOR MAINTENANCE, REPAIR, PLOWING OR SIMILAR SERVICES FOR THE ROADWAY SHOWN ON THIS PLAN.
21. THE PROPOSED SEWER LINES WILL BE PUBLIC UPON THE TOWN COUNCIL ACCEPTANCE OF THE INFRASTRUCTURE. THE PUMP STATION WILL BE PRIVATE AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
22. ALL IMPROVEMENTS WITHIN THE 30' SIDEWALK AND UTILITY EASEMENT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
23. CLUSTER MAILBOX SHALL BE LOCATED PER AGREEMENT WITH THE OLD ORCHARD BEACH POSTMASTER.
24. DEP PERMIT: L-15068-87-V-B

ALL MONUMENTATION FOR THE RIGHT OF WAY OF CHERRY HILLS ROAD (STATION 0+00 TO STATION 13+00) HAS BEEN SET. EXISTING HOUSE LOCATIONS ARE APPROXIMATE.

MAINE STATE COORDINATES NAD 83 WEST ZONE		
SYMBOL	NORTHING	EASTING
Ⓐ	252962.1959	2892133.5819
Ⓑ	253157.6417	2892137.3816
Ⓒ	253450.7771	2892749.2611
Ⓓ	253750.1934	2893034.3679
Ⓔ	253832.3804	2893214.7408
Ⓕ	253598.3954	2893272.4205
Ⓖ	253243.7138	2893097.0548
Ⓗ	252832.0030	2892404.8842

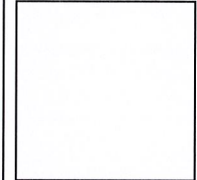
I CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS TECHNICAL STANDARDS OF PRACTICE FOR A STANDARD BOUNDARY SURVEY, WITH THE FOLLOWING EXCEPTIONS:

1. NO SURVEYORS REPORT
2. NO DEED DESCRIPTION

SYMBOL	LEGEND	DESCRIPTION
---	EASEMENT LINE	PROPERTY LINE
⊙	UTILITY POLE	GRANITE MONUMENT FOUND
⊙	CAPPED IRON W/ CAP FOUND	PLS #2273
---	TREELINE	PROPOSED STREET TREE
---	LIMIT OF WETLANDS	GRANITE MONUMENT TO BE SET
⊙	5/8" IRON ROD W/ CAP	TO BE SET
⊙	5/8" IRON ROD W/ CAP	SET INSTEAD OF A GRANITE MONUMENT
☆	PROPOSED LIGHT POST	

RECORD DRAWING

NO.	DATE	REVISION DESCRIPTION
1	10/29/20	Record Drawing



BH2M
Berry, Huff, McDonald, Milligan, Inc.
Engineers, Surveyors
28 State Street
Columbia, Maine 04038
Tel: (207) 839-2771
Fax: (207) 839-8250

FOR
Cary Seamans
2 Fiero Drive
Old Orchard Beach, ME

RECORD DRAWING
CHERRY HILLS ESTATES
WILD DUNES WAY
OLD ORCHARD BEACH, MAINE

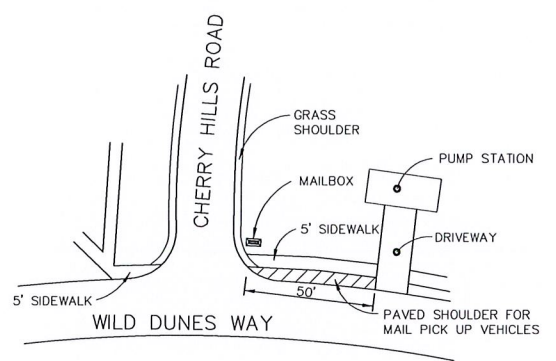
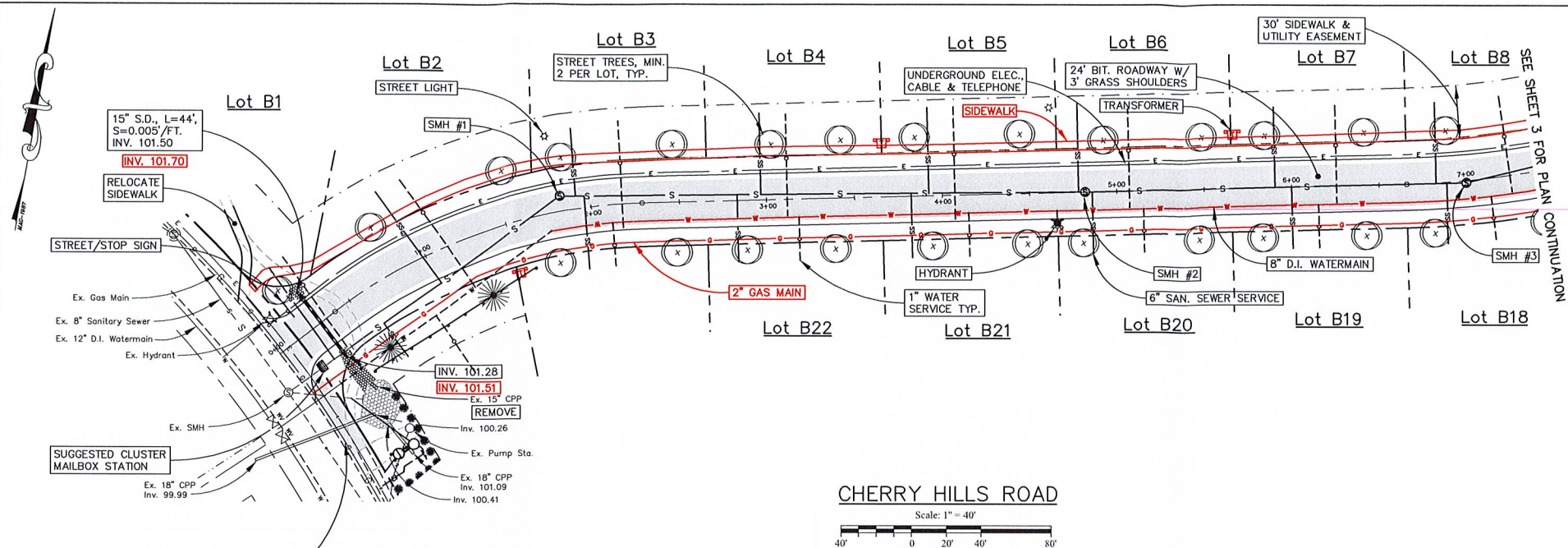
DESIGNED	DATE
Survey	Oct. 2020

DRAWN	SCALE
W. Pelkey	As Noted

CHECKED	JOB. NO.
R. Libby Jr.	19152

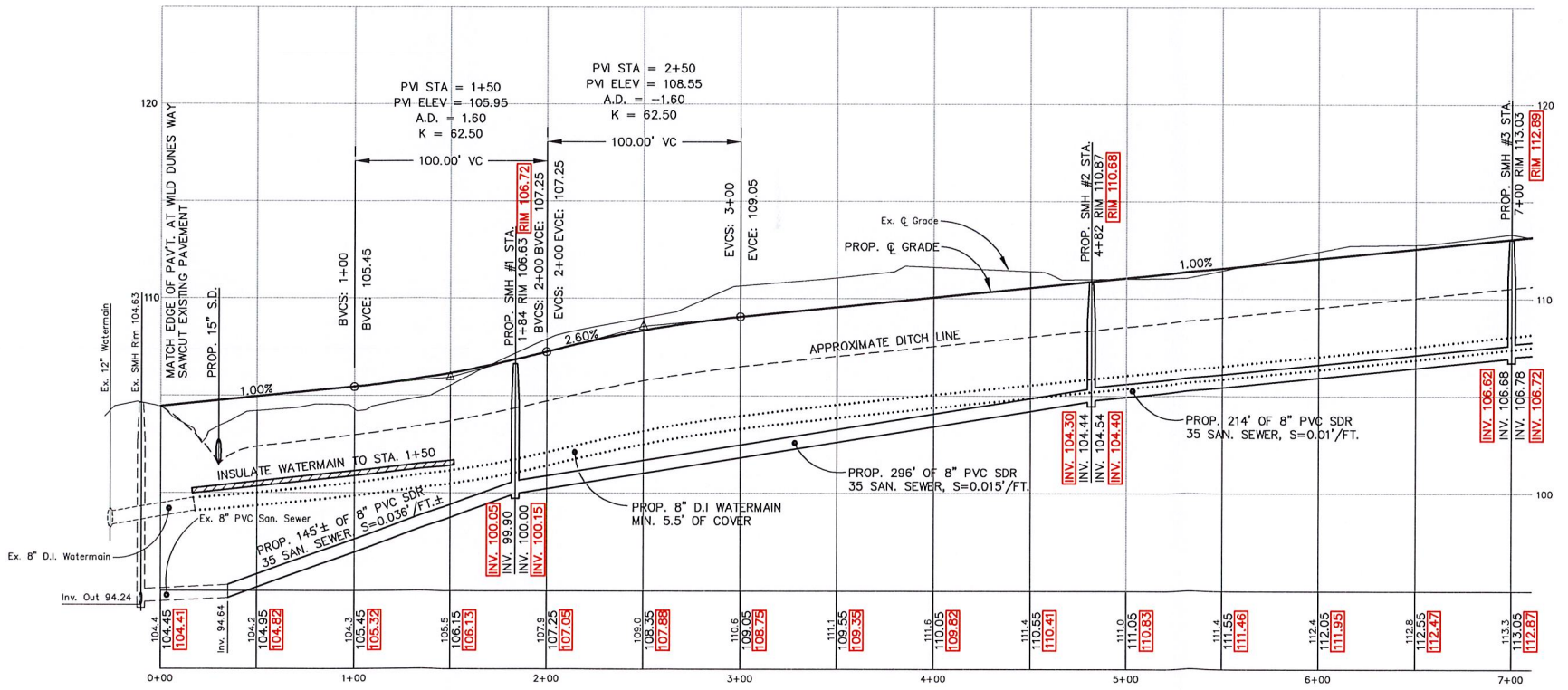
SHEET
1

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MAILBOX AREA DETAIL
N.T.S.

CHERRY HILLS ROAD
Scale: 1" = 40'



PROFILE
SCALE
VERTICAL: 1" = 4'
HORIZONTAL: 1" = 40'

ALL MONUMENTATION FOR THE RIGHT OF WAY OF CHERRY HILLS ROAD (STATION 0+00 TO STATION 13+00) HAS BEEN SET. ALL FEATURES SHOWN IN RED ARE AS BUILT CONDITIONS THAT DIFFER FROM ORIGINAL DESIGN PLANS RECORDED AT THE TOWN OF O.O.B. PLANNING OFFICE. WATER AND GAS LOCATIONS ARE AS INSTALLED PER DEVELOPER.

RECORD DRAWING

NO.	DATE	DESCRIPTION
1	10/28/19	Record Drawing

--	--	--

BH2M
Barry, Huff, MacDonald, Milligan Inc.
Engineers, Surveyors
28 State Street
Corham, Maine 04038
Tel: (207) 839-2773
Fax: (207) 839-8250

FOR
Pine Ridge Realty
53 & 55 Beech Street
Sussex, Maine

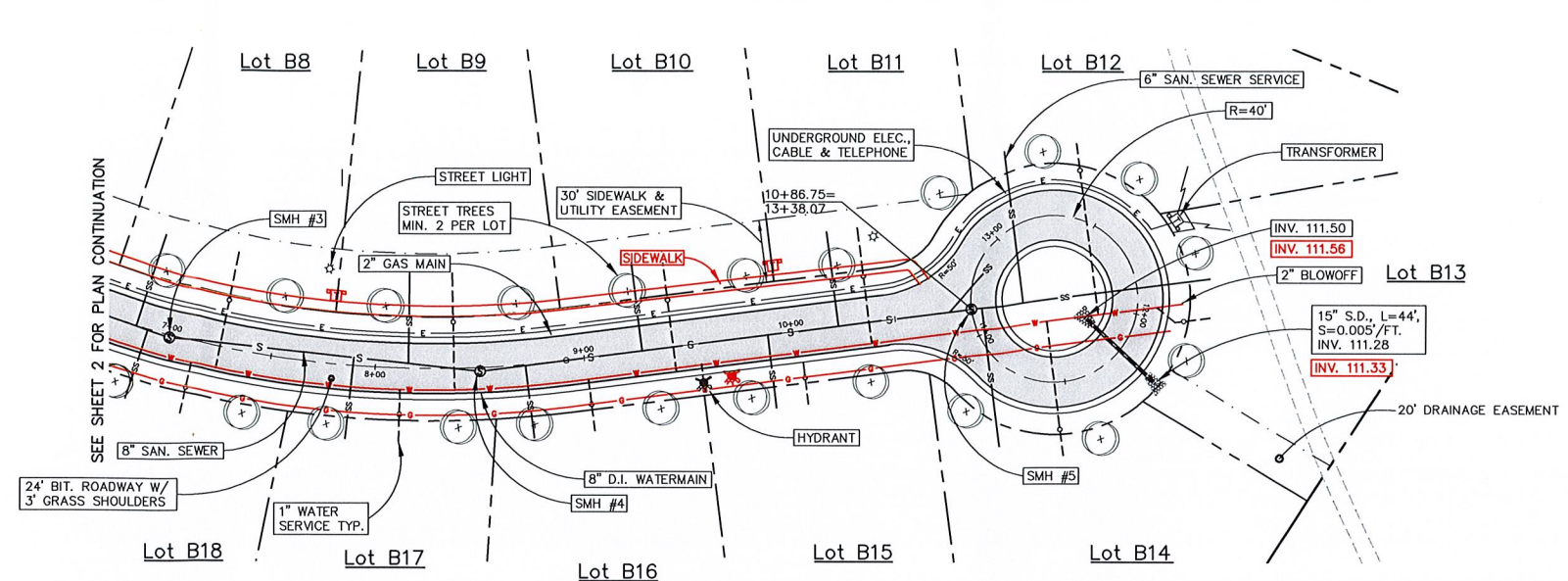
ROADWAY PROFILE
(STA. 0+00 TO 7+00)
DUNEGRASS - SECTION B
LAND OF
BARBARA BOUTET
WILD DUNES WAY
OLD ORCHARD BEACH, MAINE

DESIGNED Survey	DATE Oct. 2020
DRAWN Dept.	SCALE As Noted
CHECKED R. Libby Jr.	JOB. NO. 19152

SHEET
2

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6:\2020\19152\19152.dwg, 10/28/2020 9:48:41 AM, PLOT: 19152.dwg

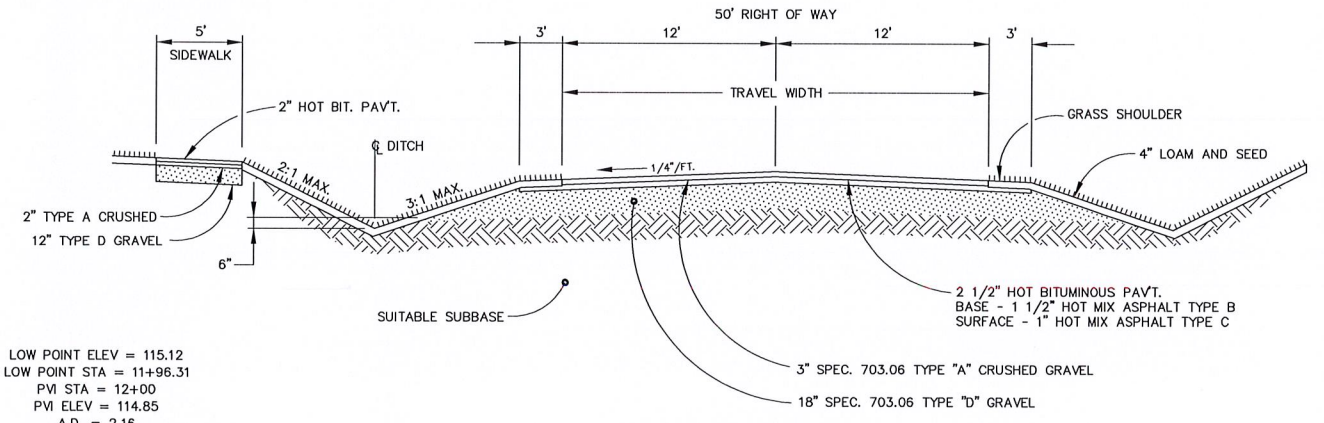


Q CURVE DATA
 CURVE #2
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 L=225.40'
 T=114.65'
 D=25°49'46"
 PC=6+65.94
 PT=8+91.34

LEGEND

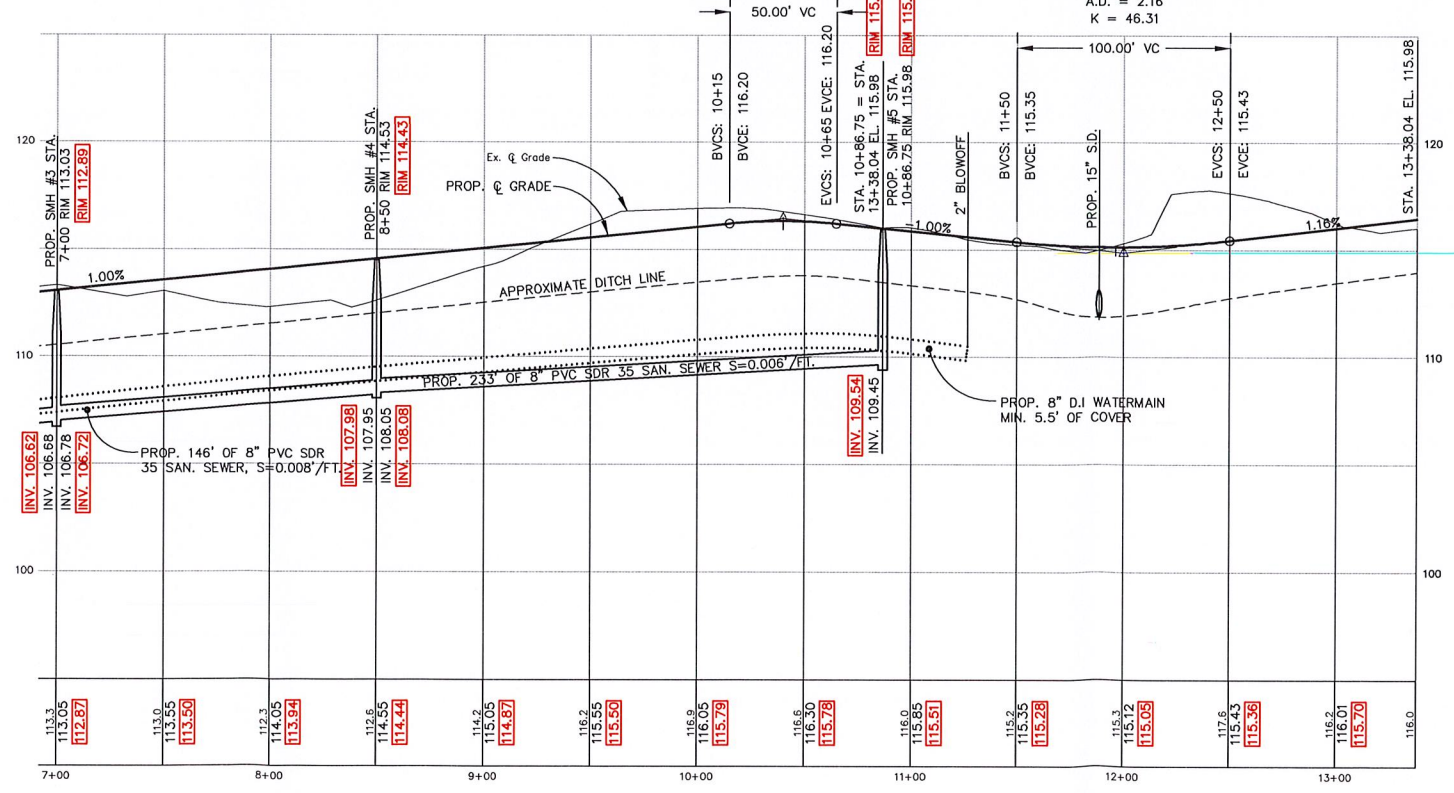
— W —	WATER SERVICE
— S —	SANITARY SEWER
— E —	UNDERGROUND ELECTRIC
— FM —	STORM DRAIN
— FM —	FORCEMAIN
—	SILT FENCE
—	EXISTING CONTOUR
—	PROPOSED CONTOUR
—	TRANSFORMER PAD
—	UTILITY POLE
—	SANITARY SEWER MANHOLE
—	STONE CHECK DAM
—	PROPOSED STREET LIGHT
—	5/8" IRON ROD W/CAP
—	SET INSTEAD OF A GRANITE MONUMENT

CHERRY HILLS ROAD
 Scale: 1" = 40'



HIGH POINT ELEV = 116.32
 HIGH POINT STA = 10+40
 PVI STA = 10+40
 PVI ELEV = 116.45
 A.D. = -2.00
 K = 25.00

LOW POINT ELEV = 115.12
 LOW POINT STA = 11+96.31
 PVI STA = 12+00
 PVI ELEV = 114.85
 A.D. = 2.16
 K = 46.31



PROFILE
 SCALE
 VERTICAL: 1" = 4'
 HORIZONTAL: 1" = 40'

ROADWAY SECTION
 NTS

ALL MONUMENTATION FOR THE RIGHT OF WAY OF CHERRY HILLS ROAD (STATION 0+00 TO STATION 13+00) HAS BEEN SET. ALL FEATURES SHOWN IN RED ARE AS BUILT CONDITIONS THAT DIFFER FROM ORIGINAL DESIGN PLANS RECORDED AT THE TOWN OF O.O.B. PLANNING OFFICE. WATER AND GAS LOCATIONS ARE AS INSTALLED PER DEVELOPER.

RECORD DRAWING

NO.	DATE	REVISION DESCRIPTION
1	10/28/20	Record Drawing

BH2M
 Engineers, Surveyors
 Barry Huff, MacDonald, Milligan Inc.
 28 State Street
 Gorham, Maine 04038
 Tel: (207) 839-2771
 Fax: (207) 839-8250

FOR
 Pine Ridge Realty
 53 & 55 Beach Street
 Saco, Maine

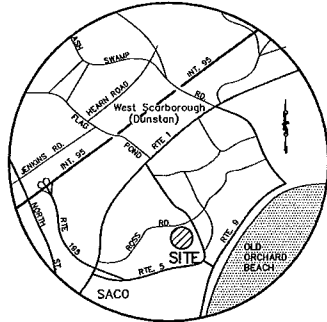
ROADWAY PROFILE
 (STA. 7+00 TO 13+38.07)
DUNEGRASS - SECTION B
 LAND OF
 BARBARA BOUTET
 WILD DUNES WAY
 OLD ORCHARD BEACH, MAINE

DESIGNED Survey	DATE Oct. 2020
DRAWN Dept.	SCALE As Noted
CHECKED R. Libby Jr.	JOB. NO. 19152

SHEET
3

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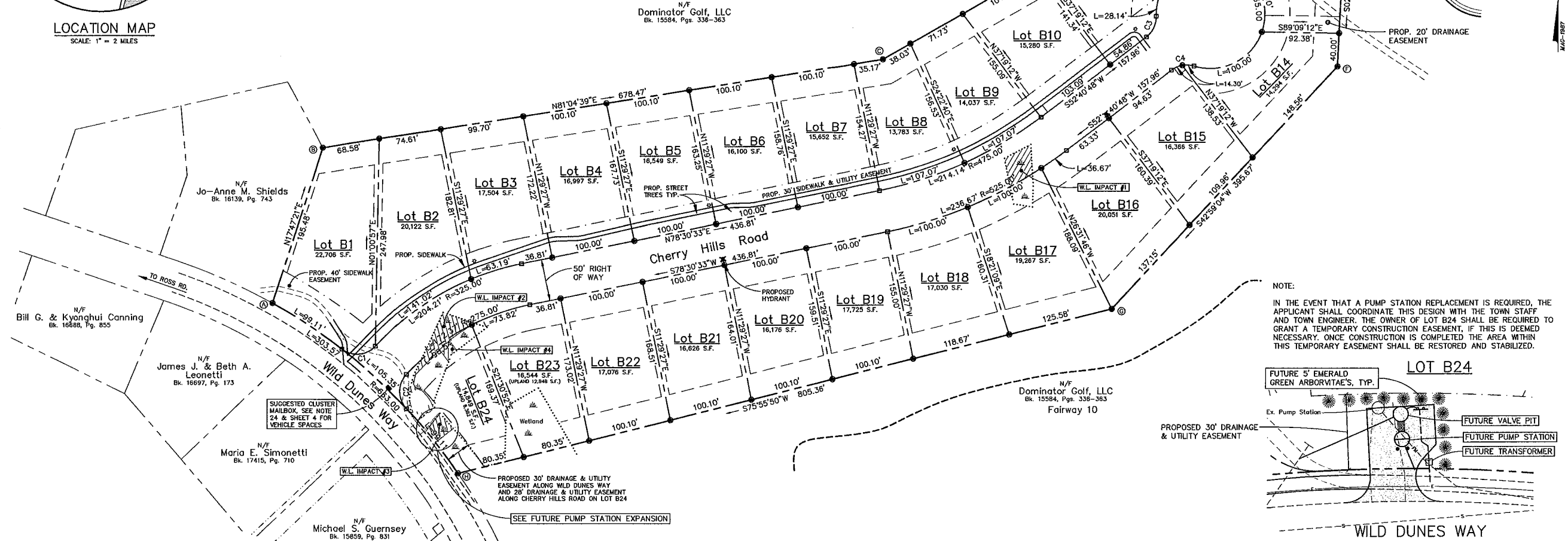
LOCATION MAP
SCALE: 1" = 2 MILES

SURVEY NOTES:

1. MAINE STATE COORDINATES SYSTEM - WEST ZONE (NAD 1983) SHOWN ARE BASED ON POINTS PROVIDED BY SURVEY, INC.
2. BEARINGS AND NORTH ORIENTATION SHOWN ARE MAGNETIC 1987 AND ARE BASED ON PLAN REFERENCES C & D.
3. PROJECT BENCHMARK - DATUM USED WAS ORIGINALLY PROVIDED BY TITCOMB ASSOCIATES, INC. IN 1987, ASSUMED USGS CONVERSION FACTOR TO CONVERT DATUM TO NAVD 88 IS -4.47 FEET.

CURVE DATA

- C1 - R=30.00', L=44.64'
- C2 - R=30.00', L=44.89'
- C3 - R=30.00', L=28.60'
- C4 - R=30.00', L=28.60'



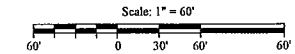
**MAINE STATE COORDINATES
NAD 83 WEST ZONE**

SYMBOL	NORTHING	EASTING
Ⓐ	252962.1959	2892133.5819
Ⓑ	253157.6417	2892137.3816
Ⓒ	253450.7771	2892749.2611
Ⓓ	253750.1934	2893034.3679
Ⓔ	253832.3804	2893214.7408
Ⓕ	253598.3954	2893272.4205
Ⓖ	253243.7138	2893097.0548
Ⓗ	252832.0030	2892404.8842

THIS PLAN SUPERSEDES THE PREVIOUSLY RECORDED PLAN TITLED "AMENDED PLAN, DUNEGRASS - SECTION B", DATED APRIL, 2009 (LATEST REVISION 11/03/09), TOWN OF OLD ORCHARD BEACH PLANNING SIGNATURE DATE 12-10-2009, RECORDED IN THE YORK COUNTY REGISTRY OF DEEDS, PLAN BOOK 356, PAGE 19. PLAN AMENDS LOT B24 EASEMENT WIDTHS.

PL 334

CHERRY HILL ESTATES



- APPLICANT: CARY SEAMANS
2 FIERO DRIVE
OLD ORCHARD BEACH, ME
3. ENGINEER: ANDREW MORRELL, PE #13285
BH2M
28 STATE STREET
GORHAM, MAINE
4. SURVEYOR: ROBERT C. LIBBY JR., PLS #2190
BH2M
5. WETLANDS: MARK HAMPTON
MARK HAMPTON ASSOCIATES
PORTLAND, MAINE
6. DEED REFERENCE: BK. 8824, PG. 42
7. TAX MAP REFERENCE: MAP 105A, LOT 200
8. ZONING: PMUD
9. PROJECT AREA: 10.697 ACRES
10. PROPOSED USE: 24 RESIDENTIAL LOTS
11. MINIMUM STANDARDS: PMUD
MIN. FRONTAGE - 100'
MIN. SETBACKS - 30' FRONT (28' LOT B24),
5' SIDE, 30' REAR
MIN. LOT AREA - 14,000 S.F.
12. SEWER SERVICE: PUBLIC
13. WATER SERVICE: PUBLIC
14. ELECTRIC/TELEPHONE: UNDERGROUND
15. ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE EROSION PREVENTION PROVISIONS OUTLINED IN THE MAINE EROSION AND SEDIMENTATION CONTROL BMP'S, LATEST REVISION.
16. PLAN REFERENCE: A. PLAN TITLED "DUNEGRASS SITE PLAN" DATED 10/25/87, REVISED 7/12/88 AND RECORDED IN THE YORK COUNTY REGISTRY OF DEEDS, PLAN BOOK 170, PAGE 28, 29 AND 30.
B. PLAN TITLED "GOLF COURSE LAYOUT MADE FOR PINE RIDGE REALTY CORP., 49 ROSS ROAD, OLD ORCHARD BEACH, MAINE, DATED 5/17/96 BY TITCOMB ASSOCIATES."
C. STANDARD BOUNDARY SURVEY FOR SEALAND DEVELOPMENT COMPANY, OLD ORCHARD BEACH, MAINE, DATED 2/16/87, REVISED 7/14/88 BY DOW & COULOMBE, INC., RECORDED IN THE Y.C.R.D. PLAN BOOK 167, PAGE 41.
D. SECTIONS A, B, C, H & I AND A PORTION OF WILD DUNES WAY, DUNEGRASS, ROSS ROAD AND CASCADE ROAD, OLD ORCHARD BEACH, MAINE FOR DUNEGRASS, LLC, DATED 11/17/05 BY TITCOMB ASSOCIATES.

YORK COUNTY REGISTRY OF DEEDS
RECEIVED NOV 13 2017
AT 3:52 PM M., AND
RECORDED IN BOOK 334 PAGE 13
ATTEST: Robert C. Libby Jr.
REGISTER

LEGEND

SYMBOL	DESCRIPTION
—	EASEMENT LINE
—	PROPERTY LINE
—	UTILITY POLE
—	GRANITE MONUMENT FOUND
—	CAPPED IRON W/ CAP FOUND PLS #2273
—	TREELINE
—	PROPOSED STREET TREE
—	LIMIT OF WETLANDS
—	GRANITE MONUMENT TO BE SET
—	5/8" IRON ROD W/ CAP TO BE SET
—	PROPOSED LIGHT POST

THIS PLAN REVIEWED AND APPROVED BY THE TOWN OF OLD ORCHARD BEACH PLANNING BOARD.

9 November 2017
DATE

Mark H. King
CHAIR

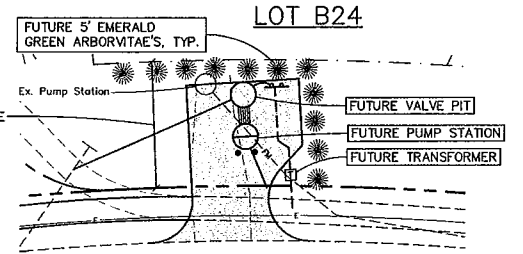
Robert C. Libby Jr.
REGISTER

I CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS TECHNICAL STANDARDS OF PRACTICE FOR A STANDARD BOUNDARY SURVEY, WITH THE FOLLOWING EXCEPTIONS:

1. NO SURVEYORS REPORT
2. NO DEED DESCRIPTION

ROBERT C. LIBBY JR. PLS #2190

NOTE:
IN THE EVENT THAT A PUMP STATION REPLACEMENT IS REQUIRED, THE APPLICANT SHALL COORDINATE THIS DESIGN WITH THE TOWN STAFF AND TOWN ENGINEER. THE OWNER OF LOT B24 SHALL BE REQUIRED TO GRANT A TEMPORARY CONSTRUCTION EASEMENT, IF THIS IS DEEMED NECESSARY. ONCE CONSTRUCTION IS COMPLETED THE AREA WITHIN THIS TEMPORARY EASEMENT SHALL BE RESTORED AND STABILIZED.

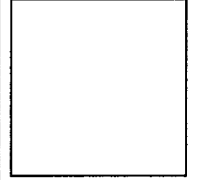


WILD DUNES WAY
FUTURE PUMP STATION EXPANSION
Scale: 1" = 20'

17. THIS PROJECT SITE IS PART OF THE 1988 DUNEGRASS MASTER PLAN APPROVED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, SITE LAW PERMIT L-15068-87-U-13 & MINOR AMENDMENT DATED MARCH 19, 2008.
18. DWELLING UNIT COUNT: SECTION B - 24 UNITS (ORIGINALLY APPROVED FOR 76 UNITS, 5 UNITS HAVE BEEN RELOCATED TO SECTION H, LEAVING 47 UNITS FOR FUTURE DEVELOPMENT)
19. BENCHMARK: PK NAIL #6, LOCATED 835'± NORTHERLY OF SITE ENTRANCE, 37' RIGHT OF CENTERLINE ALONG WILD DUNES WAY, ELEV. 95.35. CONVERSION FACTOR TO CONVERT DATUM TO NAVD 88 IS -4.47 FEET.
20. WETLAND IMPACT: W.L. IMPACT 1 - 1,092 S.F.
W.L. IMPACT 2 - 1,712 S.F.
W.L. IMPACT 3 - 573 S.F.
W.L. IMPACT 4 - 247 S.F. (DRIVEWAY)
TOTAL 3,624 S.F.
21. PRIOR TO THE ACCEPTANCE OF CHERRY HILLS ROAD AS A PUBLIC WAY, THE TOWN OF OLD ORCHARD BEACH SHALL NOT BE RESPONSIBLE FOR MAINTENANCE, REPAIR, PLOWING OR SIMILAR SERVICES FOR THE ROADWAY SHOWN ON THIS PLAN.
22. THE PROPOSED SEWER LINES WILL BE PUBLIC UPON THE TOWN COUNCIL ACCEPTANCE OF THE INFRASTRUCTURE. THE PUMP STATION WILL BE PRIVATE AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
23. ALL IMPROVEMENTS WITHIN THE 30' SIDEWALK AND UTILITY EASEMENT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
24. CLUSTER MAILBOX SHALL BE LOCATED PER AGREEMENT WITH THE OLD ORCHARD BEACH POSTMASTER.
25. DEP PERMIT: L-15068-87-V-B

REVISION

NO.	DATE	DESCRIPTION
1	7/27/17	Amended Plan Easement Width for Lot B24
2	9/18/17	Pump Station Expansion Detail
3	10/17/17	Added Construction Note to Pump Station Detail



BH2M

Berry, Huff, McDonald, Milligan, Inc.
Engineers, Surveyors
28 State Street
Gorham, Maine 04038
Tel: (207) 686-2771
Fax: (207) 689-6250

FOR
CARY SEAMANS
170
Old Orchard Beach, ME

AMENDED SUBDIVISION
CHERRY HILLS ESTATES
WILD DUNES WAY
OLD ORCHARD BEACH, MAINE

DESIGNED	DATE
Survey	July 2017
DRAWN	SCALE
W. Polkey	As Noted
CHECKED	JOB. NO.
R. Libby Jr.	16136

SHEET
1

REPRODUCTION OR REUSE OF THIS DOCUMENT WITHOUT THE EXPRESS WRITTEN CONSENT OF BH2M INC. IS PROHIBITED

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS,

THAT Camden National Bank, a national bank having a place of business at 2 Elm Street, Camden, Maine, for consideration paid, releases to **Pine Ridge Realty Corporation**, a Maine corporation with a mailing address of 200 Wild Dunes Way, Old Orchard Beach, ME 04064, the property in Old Orchard beach, County of York, State of Maine, described as follows:

Certain lots or parcels of land, with the buildings and improvements thereon, described in Exhibit A annexed hereto and made a part hereof.

The Grantor also hereby releases all of its interest in the property described in the attached Exhibit A acquired under the mortgages and collateral assignment as follows:

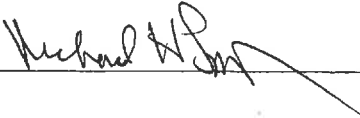
- a. Mortgage from Pine Ridge Realty Corporation to Camden National Bank dated October 14, 1999, recorded in the York Registry of Deeds in Book 9736, Page 1, together with the Supplemental Mortgage dated December 22, 1999, recorded in said Registry in Book 9841, Page 204, and Supplemental Mortgage dated May 2, 2000, recorded in said Registry in Book 10005, Page 196;
- b. Collateral Assignment from Pine Ridge Realty Corporation to Camden National Bank, dated October 14, 1999, recorded in said Registry in Book 9736, Page 56;
- c. Mortgage from Pine Ridge Realty Corporation to Camden National Bank dated November 7, 2001, recorded in the York Registry of Deeds in Book 11123, Page 149;
- d. Master Collateral Assignment from Sealand Development Company, Inc., Barbara A. Boutet, Inc. and Pine Ridge Realty Corporation to Camden National Bank, dated November 8, 2001, recorded in said Registry in Book 11123, Page 142; and
- e. Junior Collateral Assignment dated February 12, 2002, recorded in said Registry in Book 11123, Page 196;

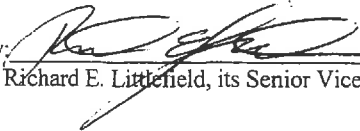
The purpose of this instrument is to release all of the Grantor's interest in the property described in said Exhibit A, and to release and discharge from the terms of said mortgages and collateral assignments aforesaid so much of the property as is described in the attached Exhibit A, and no more, the said mortgages and collateral assignments otherwise to remain in full force and effect according to their terms.

IN WITNESS WHEREOF, it, the said **Camden National Bank**, has caused this instrument to be signed and sealed in its corporate name and behalf by Richard E. Littlefield, its Senior Vice President thereunto duly authorized, this 9 day of March, 2009.

Signed, sealed, and delivered
in presence of

Camden National Bank

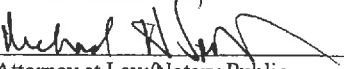


by: 
Richard E. Littlefield, its Senior Vice President

STATE OF MAINE
County of Cumberland, ss.

March 9, 2009

Personally appeared Richard E. Littlefield, in his capacity as Senior Vice President of Camden National Bank, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Camden National Bank


Attorney at Law/Notary Public

Print Name: Richard H. Spencer Jr

Return

My commission expires _____

EXHIBIT A

HOLES #1, #17, AND #18:

A certain lot or parcel of land located on and near Wild Dunes Way, so-called, in the Town of Old Orchard Beach, County of York and State of Maine, bounded and described as follows:

Beginning at the northeasterly corner of Lot J53 as shown on a plan entitled "Dunegrass Site Plan", dated 10/25/87, revised 7/12/88, recorded in the York Registry of Deeds in Plan Book 170, Pages 28, 29 and 30; thence by the following courses and distances:

- (1) North 75° 07' 40" West a distance of Five Hundred Thirty-Eight and 44/100 (538.44) feet to a point;
- (2) Thence North 54° 38' 28" West a distance of One Hundred Eighty and 00/100 (180.00) feet to a point;
- (3) Thence South 81° 45' 15" West a distance of Two Hundred Twenty and 00/100 (220.00) feet to a point;
- (4) Thence North 20° 23' 49" West a distance of One Hundred Fifteen and 00/100 (115.00) feet to a point;
- (5) Thence North 47° 31' 38" West a distance of One Hundred Thirty and 00/100 (130.00) feet to a point;
- (6) Thence North 70° 47' 47" West a distance of Three Hundred Forty and 00/100 (340.00) feet to a point;
- (7) Thence South 89° 33' 57" West a distance of Two Hundred Sixty-five and 00/100 (265.00) feet to the northeasterly sideline of Wild Dunes Way;
- (8) Thence North 12° 35' 58" West, along the northeasterly sideline of Wild Dunes Way, a distance of One Hundred Eighty-five and 00/100 (185.00) feet to a point;
- (9) Thence Northerly following a Curve to the right having a radius of Five Hundred Seventy-Five and 00/100 (575.00) feet an arc distance of Six Hundred Forty-Seven and 71/100 (647.71) feet to a point;
- (10) Thence North 51° 56' 30" East a distance of Five Hundred Eighty-Four and 00/100 (534.00) feet to a point, said last two courses to be parallel to and Fifty and 00/100 (50.00) feet from the Southeasterly boundary of Golf Course Holes #15 and #16;
- (11) Thence South 37° 49' 55" East a distance of Forty-eight and 59/100 (48.59) feet to a point;

- (12) Thence South $18^{\circ} 03' 30''$ West a distance of Sixty-six and $66/100$ (66.66) feet to a point;
- (13) Thence South $04^{\circ} 51' 50''$ East a distance of Sixty-five and $00/100$ (65.00) feet to a point;
- (14) Thence South $21^{\circ} 03' 36''$ East a distance of One Hundred Sixty and $00/100$ (160.00) feet to a point;
- (15) Thence South $79^{\circ} 20' 48''$ East a distance of Five Hundred Twenty and $00/100$ (520.00) feet to a point;
- (16) Thence South $38^{\circ} 34' 18''$ East a distance of Two Hundred Fifty-five and $00/100$ (255.00) feet to a point;
- (17) Thence South $56^{\circ} 11' 13''$ East a distance of Three Hundred Twenty and $07/100$ (320.07) feet to a point;
- (18) Thence northeasterly a distance of Thirty (30.00) feet, more or less, to the southwesterly corner of lot I48 as shown on the plan entitled "Sections A, B, C, H & I, and a portion of Wild Dunes Way", dated 11/17/05, as revised through 12/21/2007, by Titcomb Associates, recorded in the York Registry of Deeds in Plan Book 327, Page 35;
- (19) Thence South $53^{\circ} 51' 02''$ East a distance of One Hundred Fifty-nine and $50/100$ (159.50) feet to a point;
- (20) Thence South $40^{\circ} 47' 40''$ East a distance of Four Hundred Eighty-six and $20/100$ (486.20) feet to a point;
- (21) Thence South $65^{\circ} 00' 49''$ West a distance of Twenty-two and $41/100$ (22.41) feet to a point;
- (22) Thence South $44^{\circ} 16' 24''$ West a distance of One Hundred Two and $00/100$ (102.00) feet to a point;
- (23) Thence southwesterly a distance of Three Hundred Twenty-two (322.00) feet, more or less, to point of beginning.

Bearings are referenced to said Dow and Coulombe plan made for Sealand Development Co., Inc. Reference is also made to a Recording Plat of the Dunegrass Golf Course dated January 12, 1989 and to a plan of Golf Course Layout made by Titcomb Associates dated 5/17/96 and revised 3/02/98.

The above-described Holes #1, #17 and #18 parcel is subject to an existing 30-foot wide sewer easement located along the southeasterly portion thereof as shown on the plan entitled "Sections A, B, C, H & I, and a portion of Wild Dunes Way", dated 11/17/05, revised through 12/21/2007, by Titcomb Associates, recorded in the York Registry of Deeds in Plan Book 327, Page 35;

TO:	Mr. Jeffrey Hinderliter	DATE:	10/21/2020
FROM:	Stephanie Hubbard, PE	PROJECT NO.:	11606F
SUBJECT:	Review of Roadway Acceptance – Cherry Hills Drive		

On October 21, 2020, a site walk was completed at the Cherry Hills development in review of the potential roadway acceptance documentation. The following summarizes the key discussions between Town representatives and Wright-Pierce.

- **As-built plan:** As-built plan detailing the constructed project signed and stamped by a licensed surveyor in the State of Maine. The as-built plan should include all as-built information, including roadway, utilities and services and include at a minimum all information as required in Section 50-211.A(3) and including details of the pump station easement.

Note: The plan provided with the preliminary submittal material in 2019 is the design plan dated 11/9/2019. We are not aware of an updated plan being provided. During the site walk, changes in the location and layout of utilities were observed along with some general site details.

- **Private vs Public Infrastructure:** A clear summary of what infrastructure is being recommended to the Town and what will remain under the control of the Homeowners Association/developer should be prepared. We understand this it typically included in the deed reference documentation prepared.
 - **Sewer (Gravity Main and Force Main):** We understand the intent is to have the Town take ownership of these lines. While construction of the gravity line was observed during the construction of this development, the force main had been construction prior to this development. The location of the force main is noted on the Wild Dunes Way Record Plan (Drawing 5 of 5) prepared by Stantec Consulting Services and dated Sept 10, 2007 (copy attached) and based on previous documentation provided, this is a 1.5-inch PE pipe. This Record Plan notes a 30-foot sewer easement, we would recommend confirming this easement to provide the Town access to the line for long term operation and maintenance.
 - **Storm Drainage:** The system in Cherry Hills consists of roadside ditches and driveway culverts. Drainage ultimately is directed to a cross culvert beneath Wild Dunes Way (and to a private stormwater treatment pond) and a small portion of the drainage around the cul-de-sac discharges towards Portland Area (and to a stormwater treatment pond that Town staff indicated was owned/maintained by Dunegrass). Long-term maintenance of these ditch lines, including removal of sediment and ditch restoration would become the responsibility of the Town. Given the well maintained/mowed ditch lines, we would recommend agreement with the HOA on routine mowing.

Memo To: Mr. Jeffrey Hinderliter

Subject: Review of Roadway Acceptance – Cherry Hills Drive

10/21/2020

Page 2 of 2

- **Sewer Pump Station**: We understand the existing pump station will remain under the ownership of the HOA.
 - **Sidewalks**: These are outside of the established right-of-way and we understand will remain under ownership of the HOA.
 - **Site Lighting**: This infrastructure is outside of the ROW and we understand will remain under ownership of the HOA.
 - **Water and Electric**: We understand this infrastructure will be owned by the respective utility, MaineWater and CMP.
-
- **Roadway Condition**: In general, the roadway was in good condition. Two locations were observed with longitudinal cracking, which had been sealed. Town will need to maintain these if accepted.
 - **Sidewalk Condition**: During the 2019 site-walk, a few locations were observed where pavement had settled within the sidewalk. A number of these locations had been repaired, either by sawcut and replacement of pavement and/or joint sealing. A few locations where joint sealant had been installed, small gaps between the pavement and sealant were observed. These should be re-sealed to prevent the introduction of precipitation/runoff.

Agenda Item 7321

AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
TOWN OF OLD ORCHARD BEACH
AND
WRIGHT-PIERCE
FOR
CONSTRUCTION ADMINISTRATION SERVICES FOR CDBG WASHINGTON AREA
IMPROVEMENTS

AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
TOWN OF OLD ORCHARD BEACH
AND
WRIGHT-PIERCE
FOR
CONSTRUCTION ADMINISTRATION SERVICES FOR CDBG WASHINGTON AREA
IMPROVEMENTS

This AMENDMENT made the _____ day of October, 2020, by and between Town of Old Orchard Beach, (hereinafter called CLIENT), and WRIGHT-PIERCE (hereinafter called ENGINEER).

WHEREAS, an Agreement was entered on September 4, 2019 between the CLIENT and ENGINEER, which Agreement is entitled *CDBG Funded Washington Area Phase I Project: West Old Orchard, Fern Avenue and Washington Avenue (Partial)* (hereinafter referred to as AGREEMENT).

WHEREAS, CLIENT wishes ENGINEER to furnish Construction Administration services during construction of the project

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

1. The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.
2. The AGREEMENT shall be amended to include Construction Administration services.
3. During the Construction Phase, ENGINEER shall perform the following services:

During the Construction Administration Phase ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative as provided in the Standard General Conditions and Supplementary Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree to in writing. All of CLIENT's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and said Standard General and Supplementary Conditions except as otherwise provided in writing. The services of the ENGINEER shall include:

- A. Prepare the required number of sets of construction Contract Documents for signing.

- B. Prepare for and attend one pre-construction conference (as necessary).
- C. Attend monthly project meetings and prepare reports of findings. This proposal assumes a total of seven (7) monthly meetings.
- D. Make visits to the site to observe the progress of the work. This proposal assumes 28 weeks of support at 6-8 hours per week and which includes weekly site visits, response to questions and coordination with Resident Project Representative (RPR).
- E. Participate in formal inspections by CLIENT and CDBG during project completion.
- F. Review shop drawings and other Contractor submittals for compliance with construction Contract Documents.
- G. Review field test reports including those submitted by CLIENT's Independent Testing Laboratory.
- H. Review Contractors' payment requests and estimate amounts to be paid by the CLIENT.
- I. Aid the CLIENT's financial management by providing revised or updated cash flow projections reflecting the Contractor's anticipated construction schedule.
- J. Negotiate changes in the scope of work, price and/or completion time and prepare change orders which become necessary due to factors discovered during the progress of the work resulting from interpretations and clarifications of the Contract Documents.
- K. Issue instructions and other communications from and on behalf of CLIENT to the Contractor.
- L. Communicate with CLIENT and regulatory agencies.
- M. Monitor work progress for conformance with established schedules and budget.
- N. Prepare punch lists of uncompleted or unacceptable work.
- O. Conduct a Substantial Completion inspection and prepare a Certificate of Substantial Completion.

Assumptions

- a. This proposal assumes the Town of Old Orchard Beach and MaineWater will hire a full-time resident project representative to oversee construction, including site preparation, utility installation and backfill work, sidewalks construction, curbing and roadway reconstruction. It is assumed that the Owners resident project representative will document construction activities in accordance with CDBG

requirements, coordinate with sub-consultants on testing requirements and field oversight needs, prepare daily, weekly and monthly quantities to support payment requisitions, prepare for and attend monthly progress meetings and communicate with Town staff, MaineWater and Wright-Pierce on design related questions.

- 4. Compensation to be paid by the CLIENT: For Scope Items defined above, including bidding phase services, construction administration, we recommend the Town budget \$61,800.

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

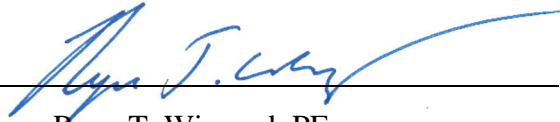
CLIENT:

ENGINEER:

By: Larry Mead

Title: Town Manager

Date: _____



By: Ryan T. Wingard, PE

Title: Vice President

Date: October 21, 2020

Agenda Item 7324

**Town of Old Orchard Beach, ME
CDBG Funded Washington Area
Improvements Project Phase I
Cost Sharing Analysis for Town
and Maine Water**

20149A

10/12/2020

Contractor Bid: Chase Excavating

Bid Opening: 10/8/2020

BID QUANTITIES				Town & Maine Water Cost Sharing					
				Chase Excavating Bid		Town of Old Orchard Beach			Maine Water
Item	Qty.	UNIT	UNIT AMT	BID	Town Share Quantity	UNIT AMT	COST	Share Quantity	
BASE BID									
1	Mobilization/Demobilization (5% Max of Total Amount of Bid)	1	LS	\$109,002.75	\$109,002.75	0.67	\$109,002.75	\$72,668.50	0.33
2	Traffic Control and Regulation	1	LS	\$147,762.00	\$147,762.00	0.67	\$147,762.00	\$98,508.00	0.33
3	Erosion and Sedimentation Control, Site Preparation and Restoration	1	LS	\$83,025.00	\$83,025.00	0.67	\$83,025.00	\$55,350.00	0.33
4	Demolition of Pavement, Sidewalks, & Miscellaneous Items	1	LS	\$97,625.00	\$97,625.00	0.67	\$97,625.00	\$65,083.33	0.33
5	Tree and Stump Removal	1	LS	\$3,500.00	\$3,500.00	1.00	\$3,500.00	\$3,500.00	0.00
6	Test Pit Excavation and Backfill	4	EA	\$750.00	\$3,000.00	4.00	\$750.00	\$3,000.00	0.00
7	Excavation of Unsuitable Material and Replacement Backfill	200	CY	\$40.00	\$8,000.00	150.00	\$40.00	\$6,000.00	50.00
8	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill	250	CY	\$21.52	\$5,380.00	200.00	\$21.52	\$4,304.00	50.00
9	Ledge Excavation	750	CY	\$20.00	\$15,000.00	750.00	\$20.00	\$15,000.00	0.00
10	Furnish & Installation of 4-Foot Diameter Sewer Manholes	125	VF	\$727.00	\$90,875.00	125.00	\$727.00	\$90,875.00	0.00
11	Furnish & Installation of Manhole Drop Connection with Drop Bowl	5	VF	\$750.00	\$3,750.00	5.00	\$750.00	\$3,750.00	0.00
12	Furnish & Installation of Sewer Service Connections	1,500	LF	\$85.00	\$127,500.00	1500.00	\$85.00	\$127,500.00	0.00
13	Furnish & Installation of 8-inch PVC Sewer Main	2,700	LF	\$94.39	\$254,853.00	2700.00	\$94.39	\$254,853.00	0.00

10/12/2020

Contractor Bid: Chase Excavating

Bid Opening: 10/8/2020

Town & Maine Water Cost Sharing

Chase Excavating Bid

Town of Old Orchard Beach

BID QUANTITIES									
	Item	Qty.	UNIT	UNIT AMT	BID	Town Share Quantity	UNIT AMT	COST	Maine Water Share Quantity
14	Abandon Existing Structures and Sewers in Place	1	LS	\$47,076.00	\$47,076.00	1.00	\$47,076.00	\$47,076.00	0.00
15.0	Sewer Bedding Relif Drain	175	LF	\$35.00	\$6,125.00	175.00	\$35.00	\$6,125.00	0.00
16	Furnish & Installation of 4-foot Dia. Catch Basins & Drain Manholes	200	VF	\$498.00	\$99,600.00	200.00	\$498.00	\$99,600.00	0.00
17	Furnish & Installation 15-Inch HDPE Storm Drain	2,500	LF	\$71.00	\$177,500.00	2500.00	\$71.00	\$177,500.00	0.00
18	Installation of 8-inch DI Water Main	3,600	LF	\$38.00	\$136,800.00	0.00	\$38.00	\$0.00	3600.00
19	Installation of 2-inch CTS Plastic Water Main	250	LF	\$35.00	\$8,750.00	0.00	\$35.00	\$0.00	250.00
20	Installation of 1-inch Copper Service Pipe	1,300	LF	\$71.54	\$93,002.00	0.00	\$71.54	\$0.00	1300.00
21	Installation of Hydrant Assemblies	1	EA	\$2,580.00	\$2,580.00	0.00	\$2,580.00	\$0.00	1.00
22	Installation of 8-inch Gate Valves and Valve Boxes	15	EA	\$300.00	\$4,500.00	0.00	\$300.00	\$0.00	15.00
23	Installation of Curb Stops and Boxes	80	EA	\$225.00	\$18,000.00	0.00	\$225.00	\$0.00	80.00
24	Installation of Corporation Stop	80	EA	\$200.00	\$16,000.00	0.00	\$200.00	\$0.00	80.00
25	Temporary Water Main and Services	7,300	LF	\$11.67	\$85,191.00	0.00	\$11.67	\$0.00	7300.00
26	Furnish & Installation of Pipe Trench Insulation	750	LF	\$7.33	\$5,497.50	375.00	\$7.33	\$2,748.75	375.00
27	Furnish & Installation of Aggregate Subbase - Type D	4,800	CY	\$21.87	\$104,976.00	4270.00	\$21.87	\$93,384.90	530.00
28	Furnish & Instalation of Aggregate Base - Type A	1,700	CY	\$51.23	\$87,091.00	1435.00	\$51.23	\$73,515.05	265.00
29	Furnish & Installation of Bituminous Pavement - 19 mm Binder Pavement	1,300	TON	\$85.80	\$111,540.00	1100.00	\$85.80	\$94,380.00	200.00
30	Furnish & Installation of Bituminous Pavement - 12.5 mm Surface Pavement	900	TON	\$91.80	\$82,620.00	765.00	\$91.80	\$70,227.00	135.00
31	Furnish & Installation of Slip Form Concrete Curbing	4,000	LF	\$10.00	\$40,000.00	4000.00	\$10.00	\$40,000.00	0.00
32	Furnish & Installation of Bituminous Pavement - 9.5 mm for Sidewalks	240	TON	\$138.54	\$33,249.60	240.00	\$138.54	\$33,249.60	0.00
33	Furnish & Installation of Aggregate Base for Sidewalks - Type A	450	CY	\$52.87	\$23,791.50	450.00	\$52.87	\$23,791.50	0.00
34	Furnish & Installation of Handicap Detectable Devices	10	EA	\$1,139.00	\$11,390.00	10.00	\$1,139.00	\$11,390.00	0.00
35	Furnish & Install 3-inch Hot Bituminous Pavement Driveways	140	TON	\$175.00	\$24,500.00	140.00	\$175.00	\$24,500.00	0.00

10/12/2020

Contractor Bid: Chase Excavating

Bid Opening: 10/8/2020

Town & Maine Water Cost Sharing

Chase Excavating Bid

Town of Old Orchard Beach

BID QUANTITIES										
	Item	Qty.	UNIT	UNIT AMT	BID	Town Share Quantity	UNIT AMT	COST	Maine Water Share Quantity	
36	Extend and Repair Private Walkways in Like Materials	500	SF	\$35.00	\$17,500.00	500.00	\$35.00	\$17,500.00	0.00	
37	Pavement Markings	1	LS	\$7,250.00	\$7,250.00	1.00	\$7,250.00	\$7,250.00	0.00	
38	Reset Sign	10	EA	\$500.00	\$5,000.00	10.00	\$500.00	\$5,000.00	0.00	
39	Temporary Pavement (1.5" Min. Thick Asphalt)	10,300	LF	\$0.01	\$103.00	10300.00	\$0.01	\$103.00	0.00	
TOTAL BASE BID AMOUNT ITEMS (1 THROUGH 28)				\$2,198,905.35				\$1,627,732.63		
BID ALTERNATE A										
2.A1	Traffic Control and Regulation	1	LS	\$75,482.00	\$75,482.00	0.67	\$75,482.00	\$50,321.33	0.33	
3.A1	Erosion and Sedimentation Control, Site Preparation and Restoration	1	LS	\$15,682.00	\$15,682.00	0.67	\$15,682.00	\$10,454.67	0.33	
4.A1	Demolition of Pavement, Sidewalks, & Miscellaneous Items	1	LS	\$28,085.00	\$28,085.00	0.67	\$28,085.00	\$18,723.33	0.33	
5.A1	Tree and Stump Removal	1	LS	\$2,500.00	\$2,500.00	1.00	\$2,500.00	\$2,500.00	0.00	
6.A1	Test Pit Excavation and Backfill	2	EA	\$500.00	\$1,000.00	2.00	\$500.00	\$1,000.00	0.00	
7.A1	Excavation of Unsuitable Material and Replacement Backfill	150	CY	\$40.00	\$6,000.00	100.00	\$40.00	\$4,000.00	50.00	
8.A1	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill	150	CY	\$20.00	\$3,000.00	100.00	\$20.00	\$2,000.00	50.00	
9.A1	Ledge Excavation	250	CY	\$20.00	\$5,000.00	250.00	\$20.00	\$5,000.00	0.00	
10.A1	Furnish & Installation of 4-Foot Diameter Sewer Manholes	25	VF	\$727.00	\$18,175.00	25.00	\$727.00	\$18,175.00	0.00	
12.A1	Furnish & Installation of Sewer Service Connections	100	VF	\$85.00	\$8,500.00	100.00	\$85.00	\$8,500.00	0.00	
13.A1	Furnish & Installation of 8-inch PVC Sewer Main	450	LF	\$79.39	\$35,725.50	450.00	\$79.39	\$35,725.50	0.00	
14.A1	Abandon Existing Structures and Sewers in Place	1	LS	\$24,298.00	\$24,298.00	1.00	\$24,298.00	\$24,298.00	0.00	
16.A1	Furnish & Installation of 4-foot Diameter Catch Basins & Drain Manholes	40	VF	\$498.00	\$19,920.00	40.00	\$498.00	\$19,920.00	0.00	
17.A1	Furnish & Installation of 12-inch HDPE Storm Drain	400	LF	\$68.28	\$27,312.00	400.00	\$68.28	\$27,312.00	0.00	
26.A1	Furnish & Installation of Pipe Trench Insulation	500	LF	\$7.33	\$3,665.00	250.00	\$7.33	\$1,832.50	250.00	
27.A1	Furnish & Installation of Aggregate Subbase - Type D	1,100	CY	\$21.58	\$23,738.00	895.00	\$21.58	\$19,314.10	205.00	

10/12/2020

Contractor Bid: Chase Excavating

Bid Opening: 10/8/2020

Town & Maine Water Cost Sharing

Chase Excavating Bid

Town of Old Orchard Beach

BID QUANTITIES										
	Item	Qty.	UNIT	UNIT AMT	BID	Town Share Quantity	UNIT AMT	COST	Maine Water Share Quantity	
28.A1	Furnish & Installation of Aggregate Base - Type A	500	CY	\$35.00	\$17,500.00	395.00	\$35.00	\$13,825.00	105.00	
29.A1	Furnish & Installation of Bituminous Pavement - 19 mm Binder Pavement	320	TON	\$85.80	\$27,456.00	245.00	\$85.80	\$21,021.00	75.00	
30.A1	Furnish & Installation of Bitumionus Pavement - 12.5 mm Surface Pavement	220	TON	\$91.80	\$20,196.00	170.00	\$91.80	\$15,606.00	50.00	
31.A1	Furnish & Installation of Slip Form Concrete Curbing	950	LF	\$10.00	\$9,500.00	950.00	\$10.00	\$9,500.00	0.00	
32.A1	Furnish & Installation of Bituminous Pavement - 9.5 mm for Sidewalks	50	TON	\$175.00	\$8,750.00	50.00	\$175.00	\$8,750.00	0.00	
33.A1	Furnish & Installation of Aggregate Base for Sidewalks - Type A	100	CY	\$75.00	\$7,500.00	100.00	\$75.00	\$7,500.00	0.00	
34.A1	Furnish & Installation of Handicap Detectable Devices	10	EA	\$1,200.00	\$12,000.00	10.00	\$1,200.00	\$12,000.00	0.00	
35.A1	Furnish & Install 3-inch Hot Bituminous Pavement - Driveways	140	TON	\$175.00	\$24,500.00	140.00	\$175.00	\$24,500.00	0.00	
36.A1	Extend and Repair Private Walkways in Like Materials	50	SF	\$35.00	\$1,750.00	50.00	\$35.00	\$1,750.00	0.00	
37.A1	Pavement Markings	1	LS	\$2,500.00	\$2,500.00	1.00	\$2,500.00	\$2,500.00	0.00	
38.A1	Reset Sign	2	EA	\$500.00	\$1,000.00	2.00	\$500.00	\$1,000.00	0.00	
39.A1	Temporary Pavement (1.5" Min. Thick Asphalt)	900	LF	\$0.01	\$9.00	900.00	\$0.01	\$9.00	0.00	
TOTAL BID ALTERNATE A				\$430,743.50				\$367,037.43		
TOTAL BASE BID PLUS BID ALTERNATE A:								\$1,994,770.07		

**Town of Old Orchard Beach, ME
CDBG Funded Washington Area
Improvements Project Phase I
Cost Sharing Analysis for Town
and Maine Water**



20149A

10/12/2020

Contractor Bid: Chase Excavating

Bid Opening: 10/8/2020

Maine Water

BID QUANTITIES					
	Item	Qty.	UNIT	UNIT AMT	COST
BASE BID					
1	Mobilization/Demobilization (5% Max of Total Amount of Bid)	1	LS	\$109,002.75	\$36,334.25
2	Traffic Control and Regulation	1	LS	\$147,762.00	\$49,254.00
3	Erosion and Sedimentation Control, Site Preparation and Restoration	1	LS	\$83,025.00	\$27,675.00
4	Demolition of Pavement, Sidewalks, & Miscellaneous Items	1	LS	\$97,625.00	\$32,541.67
5	Tree and Stump Removal	1	LS	\$3,500.00	\$0.00
6	Test Pit Excavation and Backfill	4	EA	\$750.00	\$0.00
7	Excavation of Unsuitable Material and Replacement Backfill	200	CY	\$40.00	\$2,000.00
8	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill	250	CY	\$21.52	\$1,076.00
9	Ledge Excavation	750	CY	\$20.00	\$0.00
10	Furnish & Installation of 4-Foot Diameter Sewer Manholes	125	VF	\$727.00	\$0.00
11	Furnish & Installation of Manhole Drop Connection with Drop Bowl	5	VF	\$750.00	\$0.00
12	Furnish & Installation of Sewer Service Connections	1,500	LF	\$85.00	\$0.00
13	Furnish & Installation of 8-inch PVC Sewer Main	2,700	LF	\$94.39	\$0.00

10/12/2020

Contractor Bid: Chase Excavating

Bid Opening: 10/8/2020

Maine Water

BID QUANTITIES					
	Item	Qty.	UNIT	UNIT AMT	COST
14	Abandon Existing Structures and Sewers in Place	1	LS	\$47,076.00	\$0.00
15.0	Sewer Bedding Relif Drain	175	LF	\$35.00	\$0.00
16	Furnish & Installation of 4-foot Dia. Catch Basins & Drain Manholes	200	VF	\$498.00	\$0.00
17	Furnish & Installation 15-Inch HDPE Storm Drain	2,500	LF	\$71.00	\$0.00
18	Installation of 8-inch DI Water Main	3,600	LF	\$38.00	\$136,800.00
19	Installation of 2-inch CTS Plastic Water Main	250	LF	\$35.00	\$8,750.00
20	Installation of 1-inch Copper Service Pipe	1,300	LF	\$71.54	\$93,002.00
21	Installation of Hydrant Assemblies	1	EA	\$2,580.00	\$2,580.00
22	Installation of 8-inch Gate Valves and Valve Boxes	15	EA	\$300.00	\$4,500.00
23	Installation of Curb Stops and Boxes	80	EA	\$225.00	\$18,000.00
24	Installation of Corporation Stop	80	EA	\$200.00	\$16,000.00
25	Temporary Water Main and Services	7,300	LF	\$11.67	\$85,191.00
26	Furnish & Installation of Pipe Trench Insulation	750	LF	\$7.33	\$2,748.75
27	Furnish & Installation of Aggregate Subbase - Type D	4,800	CY	\$21.87	\$11,591.10
28	Furnish & Instalation of Aggregate Base - Type A	1,700	CY	\$51.23	\$13,575.95
29	Furnish & Installation of Bituminous Pavement - 19 mm Binder Pavement	1,300	TON	\$85.80	\$17,160.00
30	Furnish & Installation of Bituminous Pavement - 12.5 mm Surface Pavement	900	TON	\$91.80	\$12,393.00
31	Furnish & Installation of Slip Form Concrete Curbing	4,000	LF	\$10.00	\$0.00
32	Furnish & Installation of Bituminous Pavement - 9.5 mm for Sidewalks	240	TON	\$138.54	\$0.00
33	Furnish & Installation of Aggregate Base for Sidewalks - Type A	450	CY	\$52.87	\$0.00
34	Furnish & Installation of Handicap Detectable Devices	10	EA	\$1,139.00	\$0.00
35	Furnish & Install 3-inch Hot Bituminous Pavement Driveways	140	TON	\$175.00	\$0.00

10/12/2020

Contractor Bid: Chase Excavating

Bid Opening: 10/8/2020

Maine Water

BID QUANTITIES					
	Item	Qty.	UNIT	UNIT AMT	COST
36	Extend and Repair Private Walkways in Like Materials	500	SF	\$35.00	\$0.00
37	Pavement Markings	1	LS	\$7,250.00	\$0.00
38	Reset Sign	10	EA	\$500.00	\$0.00
39	Temporary Pavement (1.5" Min. Thick Asphalt)	10,300	LF	\$0.01	\$0.00
TOTAL BASE BID AMOUNT ITEMS (1 THROUGH 28)					\$571,172.72
BID ALTERNATE A					
2.A1	Traffic Control and Regulation	1	LS	\$75,482.00	\$25,160.67
3.A1	Erosion and Sedimentation Control, Site Preparation and Restoration	1	LS	\$15,682.00	\$5,227.33
4.A1	Demolition of Pavement, Sidewalks, & Miscellaneous Items	1	LS	\$28,085.00	\$9,361.67
5.A1	Tree and Stump Removal	1	LS	\$2,500.00	\$0.00
6.A1	Test Pit Excavation and Backfill	2	EA	\$500.00	\$0.00
7.A1	Excavation of Unsuitable Material and Replacement Backfill	150	CY	\$40.00	\$2,000.00
8.A1	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill	150	CY	\$20.00	\$1,000.00
9.A1	Ledge Excavation	250	CY	\$20.00	\$0.00
10.A1	Furnish & Installation of 4-Foot Diameter Sewer Manholes	25	VF	\$727.00	\$0.00
12.A1	Furnish & Installation of Sewer Service Connections	100	VF	\$85.00	\$0.00
13.A1	Furnish & Installation of 8-inch PVC Sewer Main	450	LF	\$79.39	\$0.00
14.A1	Abandon Existing Structures and Sewers in Place	1	LS	\$24,298.00	\$0.00
16.A1	Furnish & Installation of 4-foot Diameter Catch Basins & Drain Manholes	40	VF	\$498.00	\$0.00
17.A1	Furnish & Installation of 12-inch HDPE Storm Drain	400	LF	\$68.28	\$0.00
26.A1	Furnish & Installation of Pipe Trench Insulation	500	LF	\$7.33	\$1,832.50
27.A1	Furnish & Installation of Aggregate Subbase - Type D	1,100	CY	\$21.58	\$4,423.90

10/12/2020

Contractor Bid: Chase Excavating

Bid Opening: 10/8/2020

Maine Water

BID QUANTITIES					
	Item	Qty.	UNIT	UNIT AMT	COST
28.A1	Furnish & Installation of Aggregate Base - Type A	500	CY	\$35.00	\$3,675.00
29.A1	Furnish & Installation of Bituminous Pavement - 19 mm Binder Pavement	320	TON	\$85.80	\$6,435.00
30.A1	Furnish & Installation of Bitumionus Pavement - 12.5 mm Surface Pavement	220	TON	\$91.80	\$4,590.00
31.A1	Furnish & Installation of Slip Form Concrete Curbing	950	LF	\$10.00	\$0.00
32.A1	Furnish & Installation of Bituminous Pavement - 9.5 mm for Sidewalks	50	TON	\$175.00	\$0.00
33.A1	Furnish & Installation of Aggregate Base for Sidewalks - Type A	100	CY	\$75.00	\$0.00
34.A1	Furnish & Installation of Handicap Detectable Devices	10	EA	\$1,200.00	\$0.00
35.A1	Furnish & Install 3-inch Hot Bituminous Pavement - Driveways	140	TON	\$175.00	\$0.00
36.A1	Extend and Repair Private Walkways in Like Materials	50	SF	\$35.00	\$0.00
37.A1	Pavement Markings	1	LS	\$2,500.00	\$0.00
38.A1	Reset Sign	2	EA	\$500.00	\$0.00
39.A1	Temporary Pavement (1.5" Min. Thick Asphalt)	900	LF	\$0.01	\$0.00
TOTAL BID ALTERNATE A					\$63,706.07
TOTAL BASE BID PLUS BID ALTERNATE A:					\$634,878.78

Agenda Item

7325

October 20, 2020

CHRIS WHITE
OLD ORCHARD BEACH WASTEWATER
1 PORTLAND AVENUE
OLD ORCHARD BEACH, ME 04064



Corporate
90 Bay State Road
Wakefield, MA 01880
Tel: 781-246-1810
Fax: 781-246-5321

Maine Branch
432 Warren Avenue
Portland, ME 04103
Tel: 207-797-5950
Fax: 207-797-9679

Rhode Island Branch
1 Southern Industrial Dr.
Cranston, RI 02921
Tel: 401-942-0062
Fax: 401-942-0064

Dear Customer:

Recently we serviced your Generator at PLANT I (HALF WAY UNIT), in OLD ORCHARD BEACH, ME. During the service call we discovered deficiencies that are compromising the reliability of your emergency power system.

We recommend: **REPLACING LEAKING RADIATOR. BELIEVE RADIATOR IS BEGINNING TO ROT FROM THE INSIDE OUT.**

The estimate to make the repairs, assuming they go routinely is as follows:

PARTS AND SUPPLIES..	\$5,647.00
LABOR AND TRAVEL...	\$1,540.60
FREIGHT.....	\$150.00
TOTAL ESTIMATE.....	\$7,337.60

If not included above, applicable sales tax may apply.

Since this estimate has been prepared prior to repairs we may discover further deficiencies or encounter unexpected difficulties. If this occurs, we will contact you immediately to discuss any price adjustments related to this situation.

Please feel free to contact us if you have any questions. To proceed with scheduling this necessary work please fax back this form with your purchase order or authorization.

Regards,

MARK WILSON
Generator Service Department **Phone: (781) 246-1811** **Fax: (781) 246-5321**

Please schedule the above work and advise me of the date:

P.O.#

Customer Name (Signed)

Quote #: 00567226G



PowerProducts is a DBA of Power Products Systems, LLC.

Customer Name (Printed)
Electrical Power Systems
Equipment Sales and Rentals
Planned Service Maintenance Contracts
Load Bank Testing
Emergency Service 24 Hours/Day

Agenda Item 7326



Keeping Industry in Motion

Quote

MOTION INDUSTRIES INC

111 PINE TREE INDUSTRIAL
PARK, UNIT A
PORTLAND, ME 04102-1446
PHONE : 2078284727
FAX : 2078284728

Date: 11/10/20

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

Requests for statutory and regulatory documentation (REACH, RoHS, California Prop 65, Conflict Minerals, Certificates of Conformance, Safety Data Sheets, and other applicable compliance documents) for the product(s) in this order must be communicated by the customer to the Motion Industries, Inc. sales representative at the time the order is placed. Motion Industries, Inc. cannot accept requests for these documents after completion of the sale.

To:

TOWN OF OLD ORCHARD BEACH
OOB WASTE WATER PLANT
24 MANOR ST
OCEAN PARK
OLD ORCHARD BEACH, ME 04064
PO: WEG W/F3 & RLR BRG

Quote Number: ME02 - 497916
Customer RFQ: WEG W/F3 & RLR BRG
FOB: FOB ORG,FRT PP&ADD
Quote Sent By: JESSE
Payment Terms: 1% 10 & 25TH NET 30
Delivery: STOCK UNLESS NOTED

MOTOR FREIGHT

CARRIER: VENDOR CHOICE

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 001					
MOTOR 125HP 3600RPM 444/5TS WFF2 TEFC		1	EA	\$8,482.350	\$8,482.35
WEG MOTOR W/ F3 TERM. BOX & ROLLER BRG					
ITEM NO: 99999999	WEG ELE CORP				
DELIVERY DATE: 01/29/21					

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
<p>ALTITUDE 1000 M.A.S.L. COOLING TEFC - TOTALLY ENCLOSED FAN COOLED - IC411 DEGREE OF PROTECTION IP55 DESIGN B ACCORDING TO NEMA MG-1 DUTY CYCLE S1 - CONTINUOUS ENCLOSURE MATERIAL CAST IRON FREQUENCY 60 HZ INSULATION CLASS F (DT=80K) MAXIMUM AMBIENT TEMPERATURE 40°C MINIMUM AMBIENT TEMPERATURE -20°C PHASES THREE-PHASE ROTATION DIRECTION BOTH SERVICE FACTOR 1,15 STANDARD NEMA STARTING METHOD DIRECT ON LINE (D.O.L) W22 LINE NEMA PREMIUM EFFICIENCY PAINTING PLAN 203A FINISH COLOR: RAL 5009 WITH SHAFT LOCKING DEVICE SHAFT MATERIAL: SAE 4140 WITH GREASE NIPPLES (D.E AND N.D.E.) D.E. NU ROLLER BEARING THERMOSTAT (BIMETAL) 155°C - SHUTDOWN - WINDING WITHOUT TERMINAL BLOCK OR CONNECTION BOLTS - WITH LOOSE CABLE SEALING: WSEAL DOUBLE GROUNDING LUGS ONE OUTSIDE IN THE FRAME AND ONE INSIDE OF THE TERMINAL BOX W/NDE INSULATED BEARING W/AEGIS SHAFT GROUNDING RING 13 WEEK DELIVERY ARO DELIVERY* IS 13 WEEKS BASED ON CURRENT PRODUCTION LOAD AT THE TIME THE QUOTE IS PROVIDED. A CONFIRMED DELIVERY TIME WILL BE INFORMED AFTER RECEIPT OF PURCHASE ORDER. THIS DELIVERY TIME IS NOT INCLUSIVE OF TIME NEEDED FOR CUSTOMER APPROVAL OF DOCUMENTS AND OR SAMPLES.</p>					
				SUB TOTAL:	\$8,482.35
				SALES TAX:	\$0.00
				TOTAL: USD	\$8,482.35
<p>Want to view inventory and place orders on-line? MotionIndustries.com can meet your needs. Register On-line at www.MotionIndustries.com.</p>					

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.



AERZEN

Compressed air, gas
and vacuum solutions

Old Orchard Beach WWTP
Att.: Chris White
24 Manor Street
OCEAN PARK, ME 04063

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

order-usa@aerzen.com
www.aerzenusa.com
Phone: 610-380-0244



Quotation

Quote no. SEQ-20-004561/ 0
Date: 11/02/20
Quote Expiration date: 02/02/21
Salesperson: KAE
Handled by: Arnold Woodard

Payment Terms: Net 30 days

Your account no.: 21-05414
Phone number: +12079344416
Fax No.: +12079347951
E-Mail: accountspayable@oobmaine.com

PLEASE NOTE - REMITTANCE/BANK INFO IN FOOTER.

Serial No. 1035608 Service Items SEI-007134
Item No.: 034916000, Package, Delta Hybrid

Serial No. 1035613 Service Items SEI-007135
Item No.: 034916000, Package, Delta Hybrid

Serial No. 1035616 Service Items SEI-007136
Item No.: 034916000, Package, Delta Hybrid

Electric Motor

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	21-MTR-WG2-125DD305 Electric Motor	1	each	9,375.00	9,375.00

Shipping TBD

Total USD Excl. TAX 9,375.00

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-20-004561/ 0

Page 2 / 2

Tax Amount USD	0.00
Total USD Incl. TAX	9,375.00

For questions on this order, please contact your Regional Service Coordinator

Best regards,

Arnold Woodard
Aerzen USA Corporation

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com



WEG Severe Duty, IEEE 841 Motor, 12536ST3QIE444TS-W22, 125 HP, 3600 RPM, 460 Volts, TEFC, 3 PH

Item #: WRB880568

Price: \$11,871.00

\$1,978.50 / month suggested monthly payments with 6 mo. special financing on the purchase of \$11,871.00 or save 5% on purchase. Important mo. payment info Apply Now

Actual product may differ from image shown

Customers Also Viewed



WEG Severe Duty, IEEE 841



Stainless Steel Straight Leg



WEG Severe Duty, IEEE 841



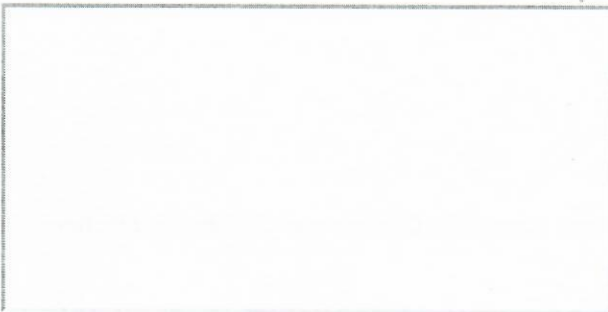
Baldor-Reliance Motor



Baldor-Reliance Severe Duty

WEG Severe Duty, IEEE 841 Motor, 12536ST3QIE444TS-W22, 125 HP, 3600 RPM, 460 Volts, TEFC, 3 PH

WEG's W22 NEMA Premium motors meet or exceed all NEMA Premium requirements for energy efficiency. These WEG IEEE 841 W22 NEMA Premium Efficiency Mill and Chemical Duty Motors are specially suited for Pulp and Paper Mills, Petrochemical, Steel Mills and applications requiring Severe Duty long life motors.



Customer Review

Agenda Item 7328

MEMORANDUM OF UNDERSTANDING
EXTENDED POLICE AUTHORITY AGREEMENT
MUTUAL AID ASSISTANCE

1 This agreement is entered into between the Chief Law Enforcement Officers of the Town of Berwick, City
2 of Biddeford, Town of Buxton, Town of Eliot, Town of Kennebunk, Town of Kennebunkport, Town of
3 Kittery, Town of North Berwick, Town of Ogunquit, Town of Old Orchard Beach, City of Saco, City of
4 Sanford, Town of South Berwick, Town of Wells, Town of York, York County Sheriff's Office, Maine,
5 located in the County of York, State of Maine. This agreement is duly executed by the authority
6 conferred upon them pursuant to Title 30-A, M.R.S.A. Subsection 2671, and Title 30-A, M.R.S.A.
7 Subsection 2674 as amended.

8 I. PREAMBLE

9 The expressed purpose of these terms and conditions of this document is to provide the requisite
10 structure by which police assistance can be requested and rendered. It is the express intention of all the
11 Chief Law Enforcement Officers for these provisions to be liberally interpreted and flexible in scope. The
12 chiefs in these communities recognize that the need for additional police manpower arise for various
13 reasons. The participants to this agreement are committed to protecting life and property of their
14 citizens and have agreed to enter into a mutual assistance compact for police services.

15 II. POLICE SERVICES

- 16 I. In accordance with M.R.S.A., it is explicitly agreed that the chief law enforcement officer or the
17 ranking on-duty law enforcement officer of one agency may request police assistance from the
18 chief law enforcement officer or the ranking on-duty officer at any time a request is necessary.
- 19 II. The request for assistance under this compact will be made only when the requesting agency has
20 exhausted or fully committed its available police manpower and/or resources, and/or where
21 additional manpower and/or resources are required to protect life or property, to maintain
22 order, to prevent the commission of criminal acts or to prevent the escape of a person who has
23 committed a criminal act.
- 24 III. Requests for assistance may be made by telephone, radio, police dispatcher or any other proper
25 means available. It is understood that the responding agency will extend its best effort to
26 provide assistance in these circumstances. Such assistance may include manpower, vehicles,
27 equipment, materials, etc.
- 28 IV. The amount of manpower and resources to be provided shall be the sole discretion of the Chief
29 of Police/Sheriff or his/her authorized designee of the responding agency who shall consider the
30 continuing police services required within his/her own jurisdiction.

- 31 V. It is expressly understood that the assistance is voluntary and does not require compulsory reply
32 when invoked. The form and duration of assistance to be provided shall be determined by the
33 responding agency. Any and all such services may be recalled at the discretion of the responding
34 agency.
- 35 VI. Police officers of the responding department shall have full authority and police powers as
36 granted under Title 30-A, M.R.S.A. Section 2674, that such officer shall have the authority to
37 exercise police powers in the jurisdiction of a party of this compact only when their assistance is
38 officially requested by the Chief of Police/Sheriff or his authorized representative.
- 39 VII. All Officers rendering aid to a requesting department shall have the same powers, duties and
40 privileges as do members of the requesting department.
- 41 VIII. When assistance is requested under this compact, the Chief of Police/Sheriff or his designee of
42 the requesting department shall be in charge of the entire police operation within his jurisdiction.
43 Police personnel, equipment and vehicles which are furnished by the responding agency shall
44 remain under the direct supervision of the responding agency's senior police official as so far as is
45 practical. Every effort will be made to coordinate the police action through the senior officers of
46 the responding agencies for direction to the responding agency's personnel.
- 47 IX. The responding agencies shall be responsible for the salaries and benefits of the responding
48 officers; for all equipment of the responding department that may be lost, damaged or
49 destroyed; and for any injuries to any personnel of the responding agency while providing aid to
50 the requesting agency.
- 51 X. The responding agency will assume its own liability incurred to any third party, except to the
52 extent attributable to command or operational decisions made by the requesting department.
- 53 XI. Each agency hereto has the right to unilaterally withdraw from this compact upon giving ten (10)
54 days written notice of intention to the other parties of the compact and thereafter the compact
55 shall become null and void at the end of said ten (10) days for the withdrawing agency.
- 56 XII. Any unforeseen problems developing as a result of this compact shall be resolved by the joint
57 actions of the Chiefs of Police/Sheriffs or their authorized agent.
- 58 XIII. This agreement constitutes the entire understanding between the agencies. Any modifications or
59 additions to the terms and provisions hereof shall be in writing and executed in the same manner
60 and with the same formality as this agreement.

61 XIV. This agreement shall remain in full force and effect from the date of this agreement unless other
62 arrangements are provided for pursuant to paragraph XI.

63 XV. This agreement shall supersede any existing mutual aid agreements for law enforcement services
64 previously executed by and between the individual communities .

65 This agreement is entered into by the Chiefs of Police/Sheriff of the undersigned agencies with the
66 formal consent of their Municipal Officers/County Commissioner.

67 **Berwick**

68
69 Chief of Police
70

71

72 Municipal Officer
73

74 **Buxton**

75
76 Chief of Police
77

78

79 Municipal Officer
80

81
82 **Kennebunk**

83
84 Chief of Police
85

86

87 Municipal Officer
88

89
90 **Kittery**

91
92 Chief of Police
93

94

Biddeford

Chief of Police

Municipal Officer

Eliot

Chief of Police

Municipal Officer

Kennebunkport

Chief of Police

Municipal Officer

North Berwick

Chief of Police

95 Municipal Officer

96

97 **Ogunquit**

98

99 Chief of Police

100

101

102 Municipal Officer

103

104

105 **Saco**

106

107 Chief of Police

108

109

110 Municipal Officer

111

112

113 **South Berwick**

114

115 Chief of Police

116

117

118 Municipal Officer

119

120

121 **York**

122

123 Chief of Police

124

125

126 Municipal Officer

Municipal Officer

Old Orchard Beach

Chief of Police

Municipal Officer

Sanford

Chief of Police

Municipal Officer

Wells

Chief of Police

Municipal Officer

York County

Sheriff

County Commissioner