



## Town Council - Meeting Agenda

**August 19, 2025 @ 6:30pm**  
**Council Chambers - 1 Portland Avenue**

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

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

### **PLEDGE OF ALLEGIANCE:**

### **ROLL CALL:**

### **ACKNOWLEDGEMENTS:**

Chief Gilboy – promotion of Captain Michael Baker

### **GOOD & WELFARE:**

### **PRESENTATION:**

### **ACCEPTANCE OF MINUTES:**

Accept the minutes from the 8/5/2025 Regular Town Council Meeting.

Chair: Shawn O'Neill

**PUBLIC HEARING – ORDINANCE AMENDMENTS:**

**Public Hearing:** Shall the Town amend the Code of Ordinances, Chapter 42, Parks and Recreation, Section 42-256, Required, by adding that bonfires on the beach are prohibited unless co-sponsored by the Town of Old Orchard Beach.

**Public Hearing:** Shall the Town amend the Code of Ordinances, Chapter 54, Traffic and Vehicles, Section 54-187, Restrictions and Prohibitions, Atlantic Avenue, by designating one handicap space in front of the VFW, 76 Atlantic Avenue, (MBLU 312-14-2).

Chair: Shawn O'Neill

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

Melissa Bednarowski, (108-1-6-26), 131 Temple Avenue Unit #26, one (1) year-round rental.

Mercy Mwanachingwala, (205-16-3-8A), 8 Cascade Road Unit 8A, one (1) year-round short-term rental.

Cheryl Sullivan, (206-12-1), 35 Grove Street, one (1) year-round short-term rental.

Ryan Additon, (311-21-7), 19-21 Eleventh Street, two (2) year-round rentals.

Gustavo Deulofeu, (319-5-4-5), 17 Tunis Avenue, one (1) year-round short-term rental.

43 Cross Street LLC, Stephen and Sheri Zawisza, (310-6-1-45), 39 West Grand Avenue Unit #8, one (1) year-round short-term rental.

Bay Club LLC, Michael Cloutier, (306-2-3-5), 5 Kinney Avenue Unit #201, one (1) year-round short-term rental.

Yousif Alhashimi, Sip of Summer, (205-3-6), 40 Old Orchard Street Unit A, victualers with prep and no alcohol.

Rob Noble, (315-9-1), 19 Seaview Avenue, two (2) year-round short-term rentals.

Chair: Shawn O'Neill

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

New England Restaurant Group LLC, Anthony Giudice, Pirates Patio and Galley, (304-2-9), 2 Walnut Street, amplified music, inside and outside, 12pm to 10pm Sunday through Saturday. (11am to 10pm last year)

Sandy Bottom Investment Group Inc., Michael Harris and Matt Wolf, Myst Restaurant, (306-1-2-0), 1 East Grand Avenue, acoustic music 11am to 11pm inside and outside Sunday through Saturday. (no change)

Atlantic Property Preservation Service Inc., Jeff Corbin, Soho's Oceanic Inn Lounge/OOB Café, (310-6-3), 43 West Grand Avenue, karaoke inside 5pm to 12am Wednesday. (new permit)

Chair: Shawn O'Neill

# TOWN MANAGER REPORT

**NEW BUSINESS:**

**AGENDA ITEM #8836**

**Discussion with Action:** Re-appoint Rickey Haskell as Code Enforcement Officer, Electrical Inspector and Licensed Plumbing Inspector; Zachary Heffernan as Deputy Code Enforcement Officer, Licensed Plumbing Inspector, and Electrical Inspector; Kathryn Galpin, Deputy Code Enforcement Officer, Deputy Plumbing Inspector and Deputy Electrical Inspection; Arius Caron as Deputy Code Enforcement Officer, Deputy Plumbing Inspector and Deputy Electrical Inspection; terms to expire 07/01/2026.

Chair: Shawn O'Neill

**AGENDA ITEM #8837**

**Discussion with Action:** Appoint Diane Paul as the Town Assessor per Town Charter Article V, Section 512.

Chair: Shawn O'Neill

## **AGENDA ITEM #8838**

**Discussion with Action:** Approve the quote from Industrial Protection Services LLC for the purchase of twenty-five (25) Scott 30-minute SCBA cylinders in the amount of \$27,325.00 from account #52002-50861 SCBA Equipment and Upgrades CIP with a balance of \$45,500.

Chair: Shawn O'Neill



## Old Orchard Beach Fire Department

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### INTEROFFICE MEMORANDUM

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TO: DIANA ASANZA, TOWN MANAGER  
BRYNN PATENAUDE, FINANCE DIRECTOR

FROM: JOHN GILBOY III, FIRE CHIEF

SUBJECT: REPLACEMENT OF 45 MIN 4500 PSI SCBA CYLINDERS WITH 30 MIN 4500 PSI CYLINDERS

DATE: AUGUST 7<sup>TH</sup>, 2025

CC: TRAVIS MCDONALD, DEPUTY FIRE CHIEF

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**Background:** This memo is to recommend the replacement of the remaining 25, 4500 PSI - 45-minute SCBA cylinders with 30-minute SCBA cylinders with CIP funds. As approved previously in the FY26 CIP budget, we have undertaken a process to replace the remaining 45 minute cylinders. This will allow us to purchase the remaining 25 cylinders to complete the replacement process to standardize equipment. Over the past several budgets we have replaced these cylinders in small batches and this purchase will complete that project. The current 45-minute cylinders are larger in size which causes the need for manipulation of the airpack cylinder retention system when changing from one size to another in both the airpack itself and vehicle it is secured in. It is common for firefighters to change their cylinder 2-3 times during an active IDLH incident which delays a return to operational readiness.

**Process:** Locally there are two vendors representing "3M Scott" who is the manufacturer of our current SCBA equipment which require their cylinders for use (No generic or off brand cylinders are available). We received a quote back from each vendor.

**Results:** The following 2 quotes were received:

1. Industrial Protection Services LLC (IPS): (25) Scott Safety 30-minute cylinders at \$1,093.00 per unit for a total of \$27,325.00
2. Fire Tech & Safety (FT&S): Scott Safety 30-minute cylinder at \$1,196.00 per-unit for a total of \$29,900.00

**Recommendation:** We recommend the purchase of 25 – Scott Safety 30-minute cylinders from Industrial Protection Services LLC (IPS): for the price of \$1,093.00 each for a total of \$27,325.00. From CIP Account #: 52002-50861 with a total of \$27,500.00

We look forward to your approval to proceed with this item as a discussion with action item on the next available Town Council agenda.



Description	Quantity	Cost	Freight	Total Cost (quantity x cost + freight)
Scott 3M SCBA Cylinder	25	\$1,093.00		\$27,325.00
Total:				\$27,325.00





# Quote

Quote Nbr.: Q308302  
 Quote Date: 7/31/2025  
 Expiration Date: 8/15/2025  
 Customer ID: C002084

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

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

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

**CUSTOMER P.O. NO.**  
 verbal ZA 7/31/25

**TERMS**  
 Net 30 Days

**CONTACT**  
 JOHN GILBOY

**SHIP VIA**  
 Service Truck

ITEM	QTY.	PRICE	EXT PRICE
SCOTT-CARBON CYL.& VALVE 4500 30 MIN	25.00	1,196.00	29,900.00
SHIPPING & HANDLING TO BE INVOICED ADDITIONALLY AT TIME OF DELIVERY	0.00	0.00	0.00

<b>Total Weight (LB):</b>	0	<b>Sales Total:</b>	29,900.00
<b>Total Volume (CFT):</b>	0	<b>Freight &amp; Misc.:</b>	0.00
		<b>Less Discount:</b>	0.00
		<b>Tax Total:</b>	0.00
		<b>Total (USD):</b>	29,900.00

*NOTICE...One or more of the products listed above may contain PFAS, for the reason the equipment contains PFAS chemicals, and the specific PFAS chemicals in the product you must contact the manufacturer of the items.*  
 Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>

## **AGENDA ITEM #8839**

**Discussion with Action:** Approve the quote from Public Safety UAS in the amount of \$11,675.00 for the purchase of an Autel Evo Max 4T Drone from account #20131-50501 Police Department Operational Supplies with a balance of \$55,695.30

Chair: Shawn O'Neill

# ESTIMATE

Public Safety UAS  
50 Falcon court  
Gibsonville, NC 27249

david@publicsafetyuas.net  
+1 (336) 601-7578



## Bill to

Old Orchard Beach Police Department  
16 E Emerson Cummings Blvd.  
Old Orchard Beach, Maine  
04064

## Ship to

Old Orchard Beach Police Department  
16 E Emerson Cummings Blvd.  
Old Orchard Beach, Maine  
04064

## Estimate details

Estimate no.: 1445  
Estimate date: 07/21/2025  
Expiration date: 08/22/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Autel Evo Max 4T</b>	1- Evo Max 4T Drone 1- Battery 1- Charger 1- Pelican Case	1	\$8,999.00	\$8,999.00
2.		<b>Autel Evo Max Battery</b>		4	\$319.00	\$1,276.00
3.		<b>Colorado Drone Charger Autel Max Charging System</b>		1	\$1,400.00	\$1,400.00
4.		<b>PSU 3ft weighted landing pad</b>		1	\$100.00	\$100.00
5.		<b>Aloft - Free Trial</b>		1	\$0.00	\$0.00
6.		<b>PSU Support +</b>	PSU Support + includes answering customers questions, troubleshooting, and manufacture support. PSU Team will also respond to the customer to troubleshoot in person if needed.	1	\$500.00	\$500.00

Subtotal \$12,275.00

Discount -\$600.00

**Total \$11,675.00**

Expiry date 08/22/2025

## Autel EVO Max 4T Xe

- 10x 8k zoom
- 160x Max Hybrid Zoom
- 42 minute flight time
- 640x512 thermal camera 16x hybrid zoom
- AI system to track vehicles and people
- Hot swap batteries
- Add on spot light/loud speaker follows the camera
- Laser range finder from 5-1200m (16-3700FT) with 3FT plus or minus accuracy
- 12.4 mile transmission range
- Preset missions
- Weather rating -4-122 F

**AGENDA ITEM #8840**

**Discussion with Action:** Approve the quote from Eagle Network Solutions for the purchase of 25 new computers in the amount of \$19,351.25 from account #51002-50903 IT Equipment Replacement CIP with a balance of \$20,828.31.

Chair: Shawn O'Neill



OUTSOURCED IT SERVICES  
FOR SMALL AND MID-SIZED BUSINESSES



We have prepared a quote for you

**Special Pricing from Dell for Computers:**

Quote # 002466  
Version 1

Prepared for:

**Old Orchard Beach**

Diana Asanza  
dasanza@oobmaine.com

## ▶ Executive Summary

### Old Orchard Beach Summary of Computer Needs: August 2025

**Windows 10 is EOL in October.** Microsoft has recently announced there may be some opportunities to continue with support on "home" devices and there may be other potential (for an annual fee) for other devices.

- There are roughly 14 computers that our script is telling us cannot be migrated from Windows 10 to Windows 11. These must be changed. **(Orange)**
- There are another 26 computers that may be able to be upgraded from Windows 10 to 11 but we feel are highly suspect that efforts to migrate will fail. **(Blue)**


See this link for colors: [OOB Hardware Lifecycle Report](#)

Name	Serial	User	Last Check-In	Manufacturer	Memory	Total Storage	OS	Age (years)	Purchased
<a href="#">voterlt4</a>	7Z1ZLC2	Eagle	2025-06-18	Dell	8.5 GB	167.3 GB	Windows 10	8.8	2016-09-21
<a href="#">Fran-Laptop</a>	8CG6471MQ2	fbeaulieu	2025-05-19	HP Inc	8.5 GB	998.1 GB	Windows 10	8.5	2017-01-09
<a href="#">WWATSON</a>	CZPGDH2	Reserves	2025-07-15	Dell	8.3 GB	243.1 GB	Windows 10	8.3	2017-03-21
<a href="#">OOB-PD-SUP04</a>	25WJWK2	kriordan	2025-07-15	Dell	8.5 GB	285.7 GB	Windows 10	7.8	2017-10-07
<a href="#">OOB-PD-PATROL03</a>	1YDPWK2	sdong	2025-07-13	Dell	8.3 GB	254.3 GB	Windows 10	7.8	2017-10-07
<a href="#">OOB-PD-PATROL05</a>	1YLKWK2	wblackwell	2025-07-15	Dell	8.3 GB	254.3 GB	Windows 10	7.8	2017-10-07
<a href="#">nduplisea2</a>	25RNWK2	NDUPLISEA	2025-07-15	Dell	8.5 GB	259.0 GB	Windows 10	7.8	2017-10-07
<a href="#">fddeputychief</a>	25LPWK2	FDZello	2025-07-15	Dell	8.5 GB	254.3 GB	Windows 10	7.8	2017-10-07
<a href="#">OOB-PD-DET2</a>	3C8N7M2	rlarose	2025-07-15	Dell	34.1 GB	290.2 GB	Windows 10	7.6	2017-12-08
<a href="#">OOB-PD-PATROL07</a>	3BWP7M2	ksheahan	2025-07-15	Dell	8.4 GB	258.8 GB	Windows 10	7.6	2017-12-08
<a href="#">OOB-PD-PATROL10</a>	3C6Q7M2	chogan	2025-07-15	Dell	8.3 GB	256.8 GB	Windows 10	7.6	2017-12-08
<a href="#">OOB-PD-SUP06</a>	3BQQ7M2	Cgray	2025-07-15	Dell	8.3 GB	254.8 GB	Windows 10	7.6	2017-12-08
<a href="#">OOB-PD-PATROL11</a>	3BNN7M2	ajensen	2025-07-15	Dell	8.3 GB	255.4 GB	Windows 10	7.6	2017-12-08
<a href="#">jwebbersurface</a>	003952283053	jwebber	2025-07-15	Microsoft	8.5 GB	254.9 GB	Windows 10	7.0	2018-07-27
<a href="#">TH-EXECASST</a>	FY0HHQ2	TFLEURY	2025-05-16	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<a href="#">pgiven</a>	FY1BHQ2	pgiven	2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<a href="#">OOB-TH-PC07</a>	FXHCHQ2	tchiburis	2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<a href="#">kmclaughlin2</a>	FX8FHQ2	kmclaughlin	2025-07-15	Dell	8.4 GB	1.3 TB	Windows 10	6.9	2018-09-06
<a href="#">ithompson</a>	FY0GHQ2	jconte	2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<a href="#">OOB-PD-PARK</a>	FW8DHQ2	dsullivan	2025-07-15	Dell	8.4 GB	1.3 TB	Windows 10	6.9	2018-09-06
<a href="#">OOB-PD-EVD</a>	FW3CHQ2	ksheahan	2025-07-08	Dell	8.4 GB	24.3 TB	Windows 10	6.9	2018-09-06
<a href="#">kjsmith</a>	FW6CHQ2	ksmith	2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<a href="#">ghebert</a>	FWR9HQ2	vhebert	2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<a href="#">OOB-PD-PATROL04</a>	FWJFHQ2	jharmon	2025-07-15	Dell	8.4 GB	257.4 GB	Windows 10	6.9	2018-09-06
<a href="#">OOB-PD-ID</a>	FXSDHQ2	Asellitto	2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<a href="#">fdsetup4</a>	FX9FHQ2	mbaker	2025-07-15	Dell	8.4 GB	254.7 GB	Windows 10	6.9	2018-09-06
<a href="#">fdsetup2</a>	FXH9HQ2	cboynton	2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<a href="#">fdsetup7</a>	FXHHHQ2	soleson	2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<a href="#">fdsetup1</a>	FXZBHQ2	rlang	2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06


## ▶ Executive Summary

<u>OOB-REC-Tyler</u>	FXFFHQ2		2025-07-15	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<u>OOB-PW-PC04</u>	FXGDHQ2	dellasnason	2025-06-19	Dell	8.4 GB	254.8 GB	Windows 10	6.9	2018-09-06
<u>codescounter2</u>	J969H03	reg6	2025-07-15	Dell	8.4 GB	254.2 GB	Windows 10	5.6	2019-12-10
<u>finclerk03</u>	J96BH03	jkarpowicz	2025-07-15	Dell	8.4 GB	254.2 GB	Windows 10	5.6	2019-12-10
<u>codes04</u>	J95SH03	mfoster	2025-07-15	Dell	8.4 GB	254.2 GB	Windows 10	5.6	2019-12-10
<u>codes01</u>	J9KHH03	amcgee	2025-07-15	Dell	8.4 GB	258.2 GB	Windows 10	5.6	2019-12-10
<u>OOB-TH-PC01</u>	J9NKH03	tnelson	2025-07-14	Dell	8.4 GB	254.2 GB	Windows 10	5.6	2019-12-10
<u>FPerez-Desktop</u>	JB2MH03	fperez	2025-07-15	Dell	8.4 GB	253.1 GB	Windows 10	5.6	2019-12-10
<u>WWLAB-PC01</u>	J96MH03	bquiram	2025-06-25	Dell	8.4 GB	334.2 GB	Windows 10	5.6	2019-12-10
<u>VOTERLT05</u>	JPB8633	eagle	2025-06-18	Dell	8.5 GB	127.4 GB	Windows 10	5.3	2020-03-30
<u>OOB-PD-</u>								13.6	
<u>Maintenance</u>	FVZ6XR1	adavis	2025-07-15	Dell	17.1 GB	235.8 GB	Windows 10		2011-12-06


### Dell Optiplex Micro PC: Ultra 5, 16gb RAM and 512GB SSD

Description	Price	Qty	Ext. Price
<b>Dell Pro Micro QCM1250 Desktop Computer - Intel Core Ultra 5 235T - 16 GB - 512 GB SSD - Micro PC - Black - Intel Chip - Windows 11 Pro - Intel DDR5 SDRAM - English (US) Keyboard - IEEE 802.11ax - 90 W</b> 	\$774.05	1	\$774.05
<ul style="list-style-type: none"> <li>Installation, provisioning charges included for up to 10% of your covered devices monthly.</li> </ul>			
Subtotal:			<b>\$774.05</b>

### Dell Optiplex Micro PC: Ultra 7, 16gb RAM and 512GB SSD


Description	Price	Qty	Ext. Price
<b>Dell Pro Micro QCM1250 Desktop Computer - Intel Core Ultra 7 265T - 16 GB - 512 GB SSD - Micro PC - Intel Chip - Windows 11 Pro - Intel DDR5 SDRAM - English (US) Keyboard - IEEE 802.11ax - 90 W</b> 	\$974.14	1	\$974.14
<ul style="list-style-type: none"> <li>Installation, provisioning charges included for up to 10% of your covered devices monthly.</li> </ul>			
Subtotal:			<b>\$974.14</b>

Dell Laptop (16"): Ultra 5, 16gb RAM and 512GB SSD (has extra 10 key number pad on keyboard)

Description	Price	Qty	Ext. Price
<b>Dell Pro 16 Plus PB16250 16" Notebook - Full HD Plus - Intel Core Ultra 5 235U - vPro Technology - 16 GB - 512 GB SSD - English (US) Keyboard - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam -</b> 	\$1,206.48	1	\$1,206.48
<ul style="list-style-type: none"> <li>• Installation, provisioning charges included for up to 10% of your covered devices monthly.</li> </ul>			


Subtotal: **\$1,206.48**

Dell Laptop (16"): Ultra 7, 16gb RAM and 512GB SSD (has extra 10 key number pad on keyboard)

Description	Price	Qty	Ext. Price
<b>Dell Pro 16 Plus PB16250 16" Notebook - Full HD Plus - Intel Core Ultra 7 265U - vPro Technology - 16 GB - 512 GB SSD - English (US) Keyboard - Silver - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel Arc Graphics - In-plane Switching (IPS) Technology -</b> 	\$1,209.75	1	\$1,209.75
<ul style="list-style-type: none"> <li>• Installation, provisioning charges included for up to 10% of your covered devices monthly.</li> </ul>			

Subtotal: **\$1,209.75**


Dell Laptop (14"): Ultra 5, 16gb RAM and 512GB SSD (no extra 10 key number pad)

Description	Price	Qty	Ext. Price
<b>Dell Pro 14 Plus PB14250 14" Clamshell Notebook - Full HD Plus - Intel Core Ultra 5 235U - vPro Technology - 16 GB - 512 GB SSD - English (US) Keyboard - Aluminum - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology -</b> 	\$1,037.17	1	\$1,037.17
<ul style="list-style-type: none"> <li>• Installation, provisioning charges included for up to 10% of your covered devices monthly.</li> </ul>			

Subtotal: **\$1,037.17**



Dell Laptop (14"): Ultra 7, 16gb RAM and 512GB SSD (no extra 10 key number pad)

Description		Price	Qty	Ext. Price
Dell Pro 14 Plus PB14250 14" Clamshell Notebook - Full HD Plus - Intel Core Ultra 7 265U - vPro Technology - 16 GB - 512 GB SSD - English (US) Keyboard - Aluminum - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - 		\$1,202.55	1	\$1,202.55
<ul style="list-style-type: none"><li>• Installation, provisioning charges included for up to 10% of your covered devices monthly.</li></ul>				

Subtotal: **\$1,202.55**



### Special Pricing from Dell for Computers:



Prepared by:  
**Eagle Network Solutions**  
 Amy Jacob  
 603-466-7477  
 Fax 603-585-5668  
 ajacob@eaglesmp.com

Prepared for:  
**Old Orchard Beach**  
 1 Portland Avenue  
 Old Orchard Beach, ME 04064  
 Diana Asanza  
 (207) 710-4935  
 dasanza@oobmaine.com

Quote Information:  
**Quote #: 002466**  
 Version: 1  
 Delivery Date: 08/13/2025  
 Expiration Date: 09/08/2025


### Quote Summary

Description	Amount
Dell Optiplex Micro PC: Ultra 5, 16gb RAM and 512GB SSD	\$774.05
Dell Optiplex Micro PC: Ultra 7, 16gb RAM and 512GB SSD	\$974.14
Dell Laptop (16"): Ultra 5, 16gb RAM and 512GB SSD (has extra 10 key number pad on keyboard)	\$1,206.48
Dell Laptop (16"): Ultra 7, 16gb RAM and 512GB SSD (has extra 10 key number pad on keyboard)	\$1,209.75
Dell Laptop (14"): Ultra 5, 16gb RAM and 512GB SSD (no extra 10 key number pad)	\$1,037.17
Dell Laptop (14"): Ultra 7, 16gb RAM and 512GB SSD (no extra 10 key number pad)	\$1,202.55
<b>Total:</b>	<b>\$6,404.14</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. This quote is subject to the terms and conditions of the Eagle Network Solutions Master Service Agreement located at <http://www.eaglenetsolutions.com/MSA%2004%202020.pdf>.

### Eagle Network Solutions

### Old Orchard Beach

Signature:   
 Name: Amy Jacob  
 Title: Director of Operations  
 Date: 08/13/2025

Signature: \_\_\_\_\_  
 Name: Diana Asanza  
 Date: \_\_\_\_\_

## **AGENDA ITEM #8841**

**Discussion with Action:** Approve the quote from Industrial Protection Services LLC, for the purchase of a Zodiac boat, 30hp motor, and trailer in the amount of \$21,132.00 from account #30195-50332 Stephen and Tabitha King Grant Fund with a balance of \$50,000.

Chair: Shawn O'Neill



## Old Orchard Beach Fire Department

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### INTEROFFICE MEMORANDUM

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**TO:** DIANA ASANZA, TOWN MANAGER  
BRYNN PATENAUDE, FINANCE DIRECTOR

**FROM:** JOHN GILBOY III, FIRE CHIEF

**SUBJECT:** PURCHASE OF A ZODIAC ZMSR RESCUE BOAT WITH MOTOR AND TRAILER

**DATE:** AUGUST 13<sup>TH</sup>, 2025

**CC:** TRAVIS MCDONALD, DEPUTY FIRE CHIEF

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**Background:** This memo is to recommend the purchase of a 12' 6" Zodiac ZMSR rescue boat along with a 30hp motor and trailer to tow the vessel. The funding for this project would be part of the \$50,000 dollar grant we received from the STK Foundation with the remaining funds being used to purchase water rescue-related equipment. This vessel will drastically increase our response capabilities to surf related incidents as well as coastal flooding emergencies. The Zodiac ZMSR is specifically designed for use in surf zones and is equipped with a ridged floorboard with foot straps, hold rope, push back bow cover, large flow instant bailers, and a high inflation pressure for maximized rigidity in breaking waves. The vessel is also light enough to be carried by four to five personnel or towed by the department's UTV.

**Process:** Locally there are two vendors representing the Zodiac brand who manufacture this vessel, a quote was requested from both vendors with only one responding back.

**Results:** The following quote was received:

1. Industrial Protection Services LLC (IPS): Zodiac Milpro ZMSR 380 Surf Rescue Boat with various equipment, 30hp Tohatsu manual tilt/steer short shaft motor with prop guard, 16' 4" Load Rite trailer and shipping costs totaling \$21,132.00

**Recommendation:** We recommend the purchase of the Zodiac ZMSR 380, 30hp motor, Load Rite trailer, and associated equipment with a total of \$21,132.00. From account # 30195-50332.

We look forward to your approval to proceed with this item as a discussion with action item on the next available Town Council agenda.

# PURCHASE ORDER REQUEST FORM

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

Vendor #: \_\_\_\_\_ (is vendor active in Munis? If not a vendor packet needs to be completed prior to requesting PO)

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

Account (Org/Obj): \_\_\_\_\_

Current Account Balance: \$ \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_

- Copies of quotes if required, are they attached?    Yes        No
- Copies of bids if required, are they attached?                    Yes        No
- Items to purchase \$5000 and over approved by Council?    Yes    No
  - Agenda Item # \_\_\_\_\_
  - Date approved \_\_\_\_\_

General Description: \_\_\_\_\_

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Estimate, Quote or Itemized list included (enter items on attached table):            Yes        No

- Quantity
- Cost for each
- Description of item
- Freight charge

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date





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

**PRICE QUOTE FOR:**  
**Old Orchard Fire Department**  
**Deputy Chief Travis McDonald**  
**136 Saco Ave**  
**Old Orchard Beach, ME 04064**

**DATE**  
**7/31/2025**

<b>Product/Description</b>	<b>Price Ea.</b>
<b>Zodiac Milpro ZMSR 380 Surf Rescue Boat 12' 6" Max 6 Person, W/GRP Floor, W/ Foot straps, Short Shaft(15")* p/n Z80447</b>	<b>\$12,285.00</b>
<b>Zodiac Milpro SCBA/SCUBA Inflation Kit p/n N00236</b>	<b>\$718.00</b>
<b>Zodiac Milpro SCBA Adapter p/n N45019</b>	<b>\$298.00</b>
<b>Tohatsu 30hp Manual Tilt/Steer 15" Short Shaft** p/n MFS30DFS</b>	<b>\$4,725.00</b>
<b>Mac's Prop Guard p/n MPS-MODEL 1</b>	<b>\$284.00</b>
<b>Load Rite Trailer 16' 4"*** p/n 14F1000W-XB</b>	<b>\$1,922.00</b>
<b>Boat Prep</b>	<b>\$500.00</b>
<b>Estimated Shipping</b>	<b>\$400.00</b>
<b>Total</b>	<b>\$21,132.00</b>

**Optional Equipment:**

**Price Ea.**

**Flexible Fuel Bladder-5.3gl W/Dripless Fuel Line & Fitting  
p/n FB521RESCUE**

**\$1,220.00**

**\*Includes: Boat(Red), Lettered "SURF RESCUE", Bellows Foot Pump, Repair Kit(2),  
Wooden Paddles Self Righting Bag & Rope, Storage Bag Max Payload: 1,543lbs**

**\*\*Includes: 3gl Poly Tank & Fuel Line**

**\*\*\*Includes: Additional Bunks(Carpeted), Galvanized Steel Frame, Bow Winch, Swing  
Away Tongue Jack, And Spare Tire**

**AGENDA ITEM #8842**

**Discussion with Action:** Set the Public Hearing date of September 2, 2025, to consider a request from Daily Double Enterprises LLC, to accept title and to accept and establish as town ways those developed portions of Blueberry Lane and Honeysuckle Drive together with all rights appurtenant thereto and all improvements situated therein or thereon, including, without limitation, any and all catch basins and drainage piping, guardrails, hydrants, curbing, street signs, sewer, and sidewalks (excepting snow removal) within the right-of-way, shown on a plan entitled “Sawgrass Subdivision, Amended Subdivision Plan” prepared by Atlantic Resources Consultants, last dated August 29, 2022, and a request from Johnathan N. Mazzaro and Jenifer P. Mazzaro to accept an easement and to accept a right and easement for the purposes of pedestrian and vehicle access, and the maintenance of roadway and utilities, running from the Northwest corner of Honeysuckle Drive over the northeast corner of a portion of Grantor’s property identified as MBL: 105A-1-L13, as described in the Access and Utilities Easement Deed from Johnathan N. Mazzaro and Jenifer P. Mazzaro to the Town of Old Orchard Beach, Maine, dated,

-----.

Chair: Shawn O’Neill

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

**FROM: Planning Staff**

**SUBJECT: Sawgrass (Blueberry Ln., Honeysuckle Dr) Public Acceptance**

**DATE: 19 August 2025**

At the 19 August Council meeting, the Council will begin consideration of a request from Daily Double Enterprises, LLC, Jonathan N. Mazzaro and Jenifer P. Mazzaro, and Sawgrass Homeowners Association to accept Blueberry Ln and Honeysuckle Dr which are located in the Sawgrass development within Dunegrass. In addition to maintenance, snow removal, etc of both roads, the applicant is requesting public acceptance of catch basins and drainage piping within the right-of-way, guardrails, hydrants, curbing, street signs, sewer, and sidewalks (excepting snow removal). Additional info below, beginning with an important note concerning deeds.

#### Important Note

It's important to note this acceptance proposal is unique because acceptance of the road involves accepting a warranty deed and an easement deed. Why not entirely a warranty deed? Because the as-built plan identified a small triangle portion of Honeysuckle Dr is located on private property. This property, located at 1 Honeysuckle Dr. (lot 13 on the plan), is owned by Jonathan N. Mazzaro and Jennifer P. Mazzaro. In your packet you'll see the plan with the triangle identified.

You may ask if an easement is acceptable, legal way to transfer interest to the town. The answer is fee interest in a public road is the default under the statute; although, municipalities do have the option of accepting a road with an easement interest only. OOB's street improvement ordinance (Ch. 50, Art. III, Div 4) lays out a process for accepting a public way which requires owners to convey their fee interests by warranty or quitclaim deed. That said, Section 50-209 gives the Council the flexibility to create a public way by any method provided by law (including by accepting an easement deed) when the cost to construct the way is not apportioned and assessed to the benefited parties (as in this case).

Because the owners of the two parcels (the fee interest in the road and the easement interest in the triangle) are different, the deeds must be separate documents; although, the Council can accept the road in one motion referencing both parcels.

Due to the complexities surrounding this, we worked with our town attorney to ensure our approach was appropriate and legally correct. In the end, our attorney was comfortable with the easement deed language but noted that because the deed includes an indemnification provision (see easement deed first page, 5<sup>th</sup> paragraph) the town should have our insurer review to ensure it is included in its policy before we accept the deed.

#### Brief Development History

Sawgrass is a residential development approved as part of the Dunegrass Master Plan during the 1980's. Originally approved as part of the Glen Eagle (Section L of Dunegrass), the area that would become Sawgrass was planned for a 16-unit multifamily building. During 2008 the Dunegrass Master Plan was amended to separate Sawgrass from Glen Eagle. The amendment included a change to Sawgrass unit count by increasing to 40 units. Between 2014 and 2022 Sawgrass continued to see amendments which lead to where we are today- a 14-unit single family subdivision. As of 2025, Sawgrass is fully built.

### What does the Applicant Request the Town Accept and Not Accept?

As discussed above there are two deeds, each convey separately to the town. Below is a list of items proposed for acceptance in each deed and excluded from acceptance.

Proposed for acceptance. Daily Double Enterprises LLC warranty deed proposes to grant the following to the town:

- Blueberry and Honeysuckle roads and their right-of-way
- Maintenance, snow removal, replacement of Blueberry and Honeysuckle road surfaces
- Guardrails
- Hydrants
- Curbing
- Street signs
- Sewer
- Catch basins and associated drainage piping in or under the right-of-way
- Sidewalks- town will have a public easement and maintain but will not provide snow removal services

Proposed for acceptance. Jonathan N. Mazzaro and Jennifer P. Mazzaro easement deed proposes to grant the following to the town:

- The right to construct, maintain, install, repair, replace, and operate the roadway and utilities within the triangle shaped easement area.

Excluded from acceptance. The following is excluded from public acceptance:

- Stormwater systems outside the right-of-way
- All electrical systems
- Fixtures
- Lighting electricity costs
- Sewer outside the right-of-way
- Gas
- Trees
- Mailboxes and snow removal around the mailboxes,
- Common parking areas
- Retaining walls
- Sidewalk snow removal

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

Department Heads whose departments may be impacted with the street acceptance proposal, Wright-Pierce, and the Town Attorney were asked to review the proposal and provide comments. Update below.

Department Heads inspected the site during December 2024 and had two opportunities to review the proposal with one as recently as July 2025. Most comments have been addressed with the following remaining (note: these comments have been provided to the Sawgrass association):

- Any proposed barrier at the end of Honeysuckle Dr (at the intersection of Wild Dunes Way) must be approved by public works. If approved, the gate shall remain open during the winter months for snow removal purposes
- Stop and no parking sign at end of Honeysuckle
- Install street sign at intersection of Blueberry and Honeysuckle
- Install Street sign at Blueberry and Long Cove

- In parking lot off Blueberry, install no parking sign and markers on the space closest to the Wild Dunes Way intersection
- Hydrant must be painted high visibility yellow

Wright-Pierce inspected the site during December 2024 and provided comment. Most comments have been addressed and those that are outstanding are the same as the Department Head's remaining comments.

The Town Attorney reviewed this proposal several times, with the last being the Mazzaro easement deed. The Attorney review has concluded with no need for additional consideration; although, he recommends that because the easement deed includes an indemnification provision the town should have our insurance provider review to ensure it is included in its policy before we accept the deed.

#### Miscellaneous Comments

- This proposal went through a considerable legal and staff review before it reached Council's desk. There were numerous issues that I felt must be resolved before Council began consideration of acceptance. We all worked together on resolving these issues and now have a solid proposal to present to Council.
- It is important for the applicant to continue submission of annual post construction stormwater management reports.
- The easement deed, 1<sup>st</sup> paragraph, 6<sup>th</sup> sentence states Honeysuckle Lane. I recommend Lane is changed to Drive. Also, I recommend the plan reference is the same plan reference in the Daily Double Enterprises deed.
- CCTV of infrastructure was completed in August 2024. A report was prepared and provided to public works (included in your packet).
- Regarding the outstanding items identified by Department Heads, we recommend the Sawgrass association perform the actions necessary to comply in accordance with whatever timeframe the Council recommends.

#### Final Thoughts:

The Council should decide if the Town will accept all items proposed for acceptance in the warranty and easement deeds. If Council decides not to accept items proposed for acceptance, these items should be identified and the deed(s) amended to reflect what the Council is willing accept. The revised deed(s) should be submitted to the Council for review before final action is taken on the acceptance proposal.

If the Council decides to not accept items proposed for acceptance in the warranty and/or easement deeds, in addition to changing the deed language, we recommend the Sawgrass association ownership documents are clear in regard to what falls under Sawgrass association responsibility. If the association docs are revised, we recommend the updated version is submitted before the Council issues a final ruling.

In your packet is a one page document to help you identify what the town will/will not accept. It may be helpful to use this during your meeting. If you do, please keep in mind what the applicant is proposing for public acceptance.

Based on my review, this proposal is consistent with previously approved acceptance proposals. It includes and excludes the same items Council typically includes and excludes. When stating a motion for a final vote on acceptance, please be sure the motion recognizes the warranty and easements deeds.

**Sawgrass (Blueberry Ln, Honeysuckle Dr)  
Items Proposed For Acceptance Checklist (August 2025)**

**A. Property and Roads within Right of Way (ROW)**

1. Road area, sidewalk area, curbs, non-improved area (e.g., grass), Identified in warranty deed
2. 258 sq feet of area described in easement deed

**ACCEPT/NOT ACCEPT**

--	--

**B. Infrastructure within the ROW (For Easement Deed see #9)**

1. Sidewalks
2. Light poles, bases (not clear if proposing acceptance)
3. Guardrails
4. Stormwater drainage systems (ditches, catch basins, manholes, piping, culverts, culvert crossings)
5. Sewer
7. Street signs
8. Hydrants
9. Easement Deed: Roadway and utilities with the easement area only.


**C. Maintenance of Infrastructure within the ROW**

1. Roads, curbs, guardrails (grading, resurfacing, sweeping, Striping, pothole fixes, tar sealant)
2. Sidewalks (excluding snow removal)
3. Light poles, bases (if accepting. Replacing/repairing, paint)
4. Stormwater drainage systems (ditches, catch basins, manholes, piping, culverts, culvert crossings, sidewalk underdrain)
5. Street signs (repair, replacement)
6. Hydrants (repair, painting, access/snow removal)
7. Sewer (manholes, pipes)
8. Easement Deed: maintenance of infrastructure within the easement area


**D. Services within the ROW**

1. Public trash pick up
2. Snow plowing / ice removal – Roads only


# SAWGRASS Application

## TOWN OF OLD ORCHARD BEACH

**Current Planning Services:  
ROADWAY ACCEPTANCE  
APPLICATION**

Page 1 of 3

**Application Fee is \$150.00**

Date Received: 4 Nov 2024

Application Fee PAID: \$ 150

### Application and Submittal Requirements

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

**Street Name:**

*Blueberry Lane & Honeysuckle Drive*

**Type of Street:**

Arterial

Collector

Minor

Industrial/Commercial

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

The following items have been submitted for review:

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

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

Plan and Profile Sheets

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

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

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

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

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

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

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

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

**OOB Planning Department**

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

# TOWN OF OLD ORCHARD BEACH

**Current Planning Services:**

## **ROADWAY ACCEPTANCE APPLICATION**

Page 2 of 3

### Application and Submittal Requirements

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

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

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

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

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

Location of all existing and proposed:

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

**OOB Planning Department**

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

# TOWN OF OLD ORCHARD BEACH

## Current Planning Services: ROADWAY ACCEPTANCE APPLICATION

Page 3 of 3

### Application and Submittal Requirements

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

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

Owner's/Petitioners shall submit the following:

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

This Application shall comply with the most recent versions of:

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

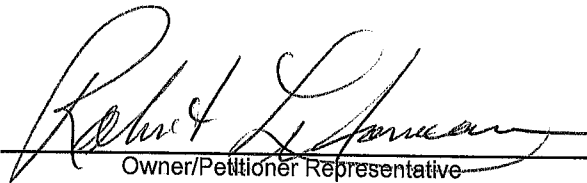
Submit 13 copies of the Application and Documents to OOB Planning Department

Verify submittal deadlines with the OOB Planning Department

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

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

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

  
Owner/Petitioner Representative

25 October 2024  
Date

### OOB Planning Department

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

**Sawgrass Community Subdivision  
Town of Old Orchard Beach Road Acceptance Agreement  
Owner/Petitioner Representative**

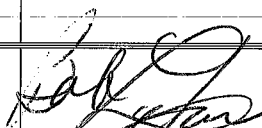
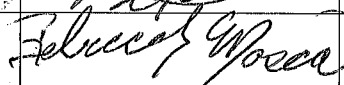
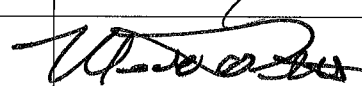
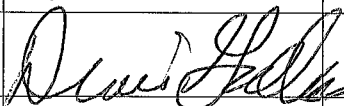

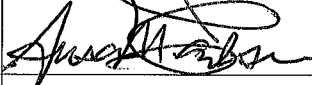
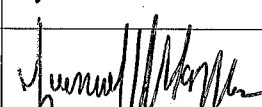
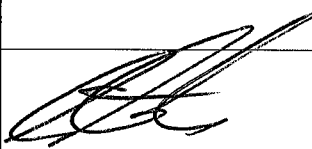
We, the abutting property owners to Common area roads [Blueberry Ln & Honeysuckle Dr] at Sawgrass Community Subdivision agree to turn over the common roads to the Town of Old Orchard Beach, and appoint Bob Letourneau as owner/petitioner representative to act as Agent for the Roadway Acceptance Application before the town of Old Orchard Beach.

Address	Lot(s)	Owner(s)	
1 Blueberry Ln	Lot 17/18	R. & M. Letourneau	
2 Blueberry Ln	Lot 2	B. & R. Mosca	
5 Blueberry Ln	Lot 16	M. Platt	
6 Blueberry Ln	Lot 3/4	G. & D Gadbois	
8 Blueberry Ln	Lot 5	G. & A. Garrison	
12 Blueberry Ln	Lot 6/7	D. Katz	
14 Blueberry Ln	Lot 8	L. & L. Schmmel	
13 Blueberry Ln	Lot 10	R. Michalowski / S. Carson	
56 Wild Dunes Rd	Lot 1	N. Andrus	
1 Honeysuckle Dr	Lot 13	J. & J. Mazarro	
2 Honeysuckle Dr	Lot 14	P. Hast	
3 Honeysuckle Dr	Lot 12	T. Dodge Trustee	
4 Honeysuckle Dr	Lot 15	C. Eason	
5 Honeysuckle Dr	Lot 10	Steve & Michelle Cowan	

*LIST OF ABUTTERS*


## Sawgrass Community Subdivision Town of Old Orchard Beach Road Acceptance Agreement Owner/Petitioner Representative

We, the undersigned abutting property owners to Common area roads [Blueberry Ln & Honeysuckle Dr] at Sawgrass Community Subdivision agree to turn over the common roads to the Town of Old Orchard Beach, and appoint Bob Letourneau as owner/petitioner representative to act as Agent for the Roadway Acceptance Application before the town of Old Orchard Beach.

Address	Lot(s)	Owner(s)		Date
1 Blueberry Ln	Lot 17/18	R. & M. Letourneau		28 Aug 24
2 Blueberry Ln	Lot 2	B. & R. Mosca		8/31/24
5 Blueberry Ln	Lot 16	M. Platt		8/31/24
6 Blueberry Ln	Lot 3/4	G. & D Gadbois		8/31/24
8 Blueberry Ln	Lot 5	G. & A. Garrison		
12 <del>10</del> Blueberry Ln	Lot 6/7	D. Katz	Attended	-
14 Blueberry Ln	Lot 8	L. & L. Schmmel		8/31/24
13 Blueberry Ln	Lot 10	R. Michalowski / S. Carson		9/13/24
1 Honeysuckle Dr	Lot 13	J. & J. Mazarro		8/31/24
2 Honeysuckle Dr	Lot 14	P. Hast	Attended	-
3 Honeysuckle Dr	Lot 12	T. Dodge Trustee		
4 Honeysuckle Dr	Lot 15	C. Eason		
5 Honeysuckle Dr	Lot 10	Steve & Michelle Cowan		9/3/24

**Sawgrass Community Subdivision  
Town of Old Orchard Beach Road Acceptance Agreement  
Owner/Petitioner Representative**

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12 <del>10</del> Blueberry Ln	Lot 6/7	D. Katz		9/3/24
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## Sawgrass Community Subdivision Town of Old Orchard Beach Road Acceptance Agreement Owner/Petitioner Representative

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10 Blueberry Ln	Lot 6/7	D. Katz		
14 Blueberry Ln	Lot 8	L. & L. Schmmel		
13 Blueberry Ln	Lot 10	R. Michalowski / S. Carson		
1 Honeysuckle Dr	Lot 13	J. & J. Mazarro		
2 Honeysuckle Dr	Lot 14	P. Hast	<i>P. Hast</i>	<i>8/29/25</i>
3 Honeysuckle Dr	Lot 12	T. Dodge Trustee		
4 Honeysuckle Dr	Lot 15	C. Eason		
5 Honeysuckle Dr	Lot 10	Steve & Michelle Cowan		

WARRANTY Deed 3 pgs

**WARRANTY DEED WITH COVENANT**

**KNOW ALL PERSONS BY THESE PRESENTS,**

**THAT Daily Double Enterprises, LLC**, a Maine limited liability company with offices in Old Orchard Beach, in the County of York and State of Maine, for good and valuable consideration, grant to the **Town of Old Orchard Beach**, a municipal corporation with a mailing address of 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 and to the streets and ways identified as Blueberry Lane and Honeysuckle Drive as described in Exhibit A annexed hereto and made a part hereof and as depicted on the subdivision plan entitled "Sawgrass Subdivision, Amended Subdivision Plan" last dated August 29, 2022 and approved by the Town Planner on August 31, 2022, recorded in the York County Registry of Deeds in Plan Book 426, Page 30, to which plan reference may be made for a more particular description of the premises hereby conveyed; together with all of the rights appurtenant thereto and all guardrails, hydrants, curbing, street signs, sewer, catch basins and associated drainage piping situated in or under said roadway right of way, but specifically excluding any stormwater runoff systems outside of the right or way, all electrical systems, fixtures, lighting electricity costs, sewer outside of the right of way, gas, trees, mailboxes and the responsibility of snow removal around the mailboxes, common parking areas, all retaining walls, all of which the Grantor previously conveyed to the Sawgrass Community Association.

Also specifically excluding sidewalks, for which Grantee is granted a public easement over and will maintain, except for snow removal which remains the responsibility of Grantor, its successors and assigns.

IN WITNESS WHEREOF, Daily Double Enterprises, LLC, has caused this instrument to be signed and sealed by George J. Kerr, its Manager, thereunto duly authorized, this 2<sup>nd</sup> day of August 2025.

  
\_\_\_\_\_  
Witness

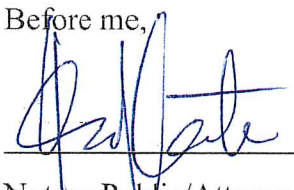
DAILY DOUBLE ENTERPRISES, LLC

By:   
\_\_\_\_\_  
George J. Kerr  
Its Manager

STATE OF MAINE  
COUNTY OF YORK, ss.

August 2, 2025

Personally appeared the above-named George J. Kerr, duly authorized Manager of Daily Double Enterprises, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Daily Double Enterprises, LLC.

Before me,  
  
\_\_\_\_\_  
Notary Public/Attorney at Law BAR NO 2230

Print Name: NEAL WEINSTEIN

My commission expires: permanent

EXHIBIT A

Blueberry Lane

Starting at the intersection of Wild Dunes Way and Blueberry Lane, and at the Northwestern corner of lot 1 on the referenced subdivision plan; thence running southwesterly by an arc turning north with a radius of 57.00' and length of 55.77', thence running S 78°30'44" W 220.61' to an arc turning south with a radius of 92.00' for a distance of 64.35', thence S 38°26'10" W 65.15' to an arc turning north with a radius of 92.00' for a distance of 75.10', thence S 85°12'41" W 7.98' to the northwest corner of lot 8 abutting Long Cove Road, thence by an arc with a radius of 275.00' perpendicular to said line traveling north and turning west by a distance of 40.04' to the southwestern corner of lot 10, N85°12'41"E 7.98' to an arc turning north by a radius of 52.00' and a distance of 42.45', thence N38°26'10"E 46.39' to the southeast corner of lot 10 abutting the intersection of Honeysuckle Drive, thence N38°26'10"E 18.77' through said intersection to an arc turning south with a radius of 132.00' for a distance of 21.86' to the southwest corner of lot 15, thence by arc turning south with a radius of 132.00' for a distance of 70.47', thence N78°30'44"E 220.61 to an arc turning north with a radius of 17.00' for a distance of 14.16' to the corner of "open space 2" lot abutting the intersection of Blueberry Lane and Wild Dunes Way, thence by a perpendicular arc running and turning south with a radius of 1775.00' for a distance of 40.26' to the point of beginning.

Honeysuckle Drive

Starting at the western side of the intersection of Blueberry Lane and Honeysuckle Drive, the southeastern corner of lot 10 on the referenced subdivision plan; thence running N39°26'19"W 39.49' to the front corner of lots 10 & 11, thence running northwest by arc turning north by a radius of 82.00' and a distance of 33.97', thence N5°44'10"W 79.81' to the front corner of lots 12 & 13, thence northeast by arc turning east by a radius of 82.00' and distance 28.04', thence N6°25'59"E 26.12' to the northeast corner of lot 13 and intersection of Wild Dunes Way, thence southeast by perpendicular arc along Wild Dunes Way turning south by a radius of 1775' and a distance of 40.00' to the northwestern corner of lot 14, thence S6°25'59"W 26.09' to an arc turning east with a radius of 42.00' and a distance of 16.25', thence S5°44'10"E 79.81' to an arc turning east with a radius of 42.00' for a distance of 17.40', thence S39°26'19"E 32.77' to the southwestern corner of lot 15 and the intersection of Blueberry Lane, thence by arc turning south through said intersection with a radius of 132.00' for a distance of 21.86', thence S38°26'10"W 18.77' to the corner of the intersection and the point of beginning.

Being a portion of those premises conveyed to Daily Double Enterprises, LLC, by warranty deed of Barbara A. Boutet, Inc., dated April 26, 2017, and recorded in the York County Registry of Deeds in Book 17463, Page 384.

(space above is reserved for recording information)

ACCESS AND UTILITIES EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that **Jonathan N. Mazzaro** and **Jennifer P. Mazzaro**, with mailing address of 1 Honeysuckle Dr., Old Orchard Beach, ME 04064 ("GRANTOR"), does hereby grants to **TOWN OF OLD ORCHARD BEACH**, ME, a body corporate and politic and Maine municipal corporation, with an address of 1 Portland, Avenue, Old Orchard Beach, Maine, 04064 (GRANTEE"), for consideration paid, the receipt of which is hereby acknowledged, a right and easement for the purposes of pedestrian and vehicular access, and the maintenance of roadway and utilities, running from the Northwest corner of Honeysuckle Lane over the northeast corner of a portion of Grantor's property identified as Lot L13 , on Tax Map 105A [Parcel ID 105A-1-L13] now on file with the Old Orchard Beach Assessor's Office, and more particularly described as a portion of [Lot 13 (formerly Lot 15 on the prior Plan of Sawgrass Subdivision recorded in Plan Book 392, Page 44) as depicted upon the plan entitled "Sawgrass Subdivision, Amended Subdivision Plan" dated January 28, 2015, as revised through September 20, 2019, and recorded October 11, 2019 in the York County Registry of Deeds in Plan Book 404, Page 37, to which plan and the record thereof reference is made for a more particular description, to Wild Dunes Drive ("the Easement Area"). The Easement Area shall not be relocated, enlarged, reconfigured or modified in any manner (other than routine paving and resurfacing) by Grantee without the Grantor's prior written consent.

This Easement Area is approximately 258 square feet and includes the right to construct, maintain, install repair, replace and operate the roadway and utilities located within the Easement Area. It is that area of As-Built roadway that deviates from the original September 2019 Sawgrass Subdivision plans recorded in the York County Registry Book of Deeds noted above.

The Easement Area specifically is defined by; commencing at northeast corner of the Grantor's lot: proceeding northwest for 11.94' along S84° 45' 11", then turning southeast for 45.34' along N11° 45' 22", then returning northeast for 43.28' along N6° 25' 59" to starting corner, such portion being the shaded area identified as the Easement Area on the plan attached hereto as Exhibit A.

Grantor, and its successors and assigns shall have the right, in common with Grantee to cross and access the right of way granted herein from time to time, provided however that such use shall not interfere with Grantee's rights. Grantee shall keep and maintain the roadway and Easement Area in good order and repair, such maintenance being the sole responsibility of Grantee.

Grantee and their successors and assigns, agree to indemnify and hold harmless Grantor and its successors and assigns, from and against any and all damages, liabilities, losses, expenses, claims and suits (including the cost of defending the same or enforcing this indemnity or Easement, including reasonable attorneys' fees) incurred, threatened or suffered by Grantor, its successors and assigns in consequence of either bodily injury to any person (including death) or damage to any property arising out of, or in connection with, the use of the Easement granted to Grantee their successors and assigns, and/or the exercise by Grantee, their successors and assigns, of the rights granted by this Easement or the breach or violation of the terms hereof. Grantee, its successors and assigns shall be exclusively responsible for all acts or costs required to maintain the Easement Area.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the parties, their successors and assigns forever

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first written above.

**Jonathan N. Mazzaro and Jennifer P. Mazzaro**

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

STATE OF MAINE

York, ss \_\_\_\_\_, 2025

Personally appeared the above named **Jonathan N. Mazzaro and Jennifer P. Mazzaro**, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Town.

Before me, \_\_\_\_\_

Notary Public/Maine Attorney-At-Law

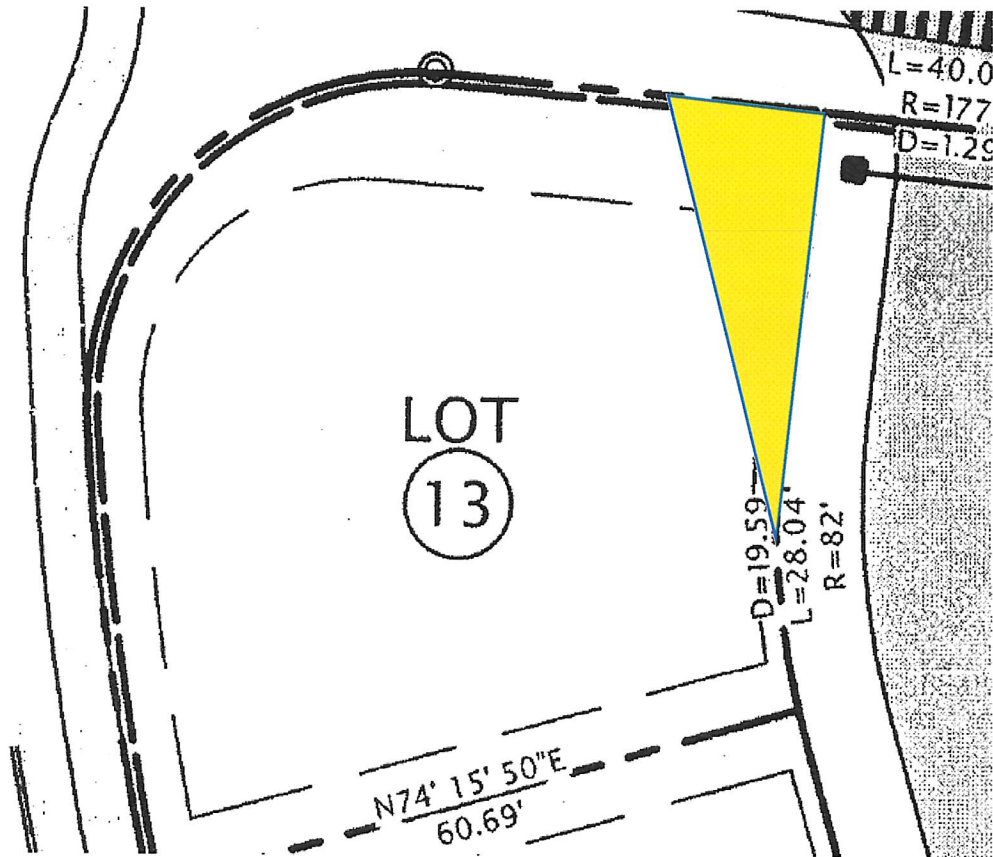
\_\_\_\_\_

Print Name

\_\_\_\_\_

My Commission Expires \_\_\_\_\_

Exhibit A











# Stormwater Maintenance Agreement

## Dirigo Wood Subdivision Maintenance Agreement Storm-Water Infrastructure Facilities

This Maintenance Agreement is made this \_\_\_\_\_ of \_\_\_\_\_ by and between Sawgrass Community Association (SCA) and the Town of Old Orchard Beach, Maine (Town).

The subdivision project name is Sawgrass Subdivision, Wild Dunes Way, Old Orchard Beach, Maine, as shown on the Plan prepared by Atlantic Resource Consultants dated September 20, 2019 and recorded in the York County Registry of deeds in Plan Book 404, Page 37 (Project).

Whereas, Project includes storm-water facilities infrastructure (SWFI) owned by SCA that requires periodic maintenance; and

Whereas, Town requires that annual inspections be carried out on the SWFI in accordance with the Maine Department of Environmental Protection (DEP), Operation and Maintenance Plan for Storm Water Facilities, as periodically updated;

Now therefore, the Parties hereby agree as follows:

1. SCA, for itself, and its successors and assigns, agrees to carry out the requirements of Chapter 71, Article III of the Town of Old Orchard Beach Code of Ordinances, including but not limited to the following:
  - (a) To prevent the buildup and storage of sediment and debris in the system, employ a qualified inspector at least once annually to inspect, clean, maintain and repair the SWFI under the control of SCA, which includes, to the extent they exist, detention and/or filtration basins or ponds, drainage swales, pipes and related structures;
  - (b) Repair any deficiencies in SWFI noted during the annual inspection;
  - (c) Allow access by Town personnel or the Town's designee for inspecting the SWFI for conformance with these requirements;
  - (d) Annually provide Town a signed certificate of compliance.
2. SCA shall record this Agreement in the York County Registry of Deeds and the Agreement shall constitute a covenant running with the land.

Sawgrass Community Association

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert Letourneau  
President, Sawgrass Community Assoc.

**BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS**, that **Sawgrass Homeowners Association**, in consideration of One Dollar (\$1.00) paid by **THE MAINE WATER COMPANY**, hereinafter referred to as the "Company", the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said **THE MAINE WATER COMPANY** the following goods and chattels, namely:

The main extension served from Wild Dunes Way, including the water main inside of the Sawgrass subdivision development in Old Orchard Beach in Maine. This includes approximately 700 feet of 8-inch water main, 200 feet of 4-inch water main, one fire hydrant, and associated appurtenances along the proposed private roadway know currently or formerly as Blueberry Lane and Honeysuckle Drive, to serve the 22 lot residential subdivision for a total of 22 water services as detailed per Site and Subdivision Final Plan, **SAWGRASS, Old Orchard Beach**, as indicated on Utility Sheet(s) C-103 & C-200, dated 3/24/2017, with final Planning Board approval on 3/12/2017 by Town of Old Orchard Beach.

Ownership transfer to the Company is finalized when the Company puts the water main in service, which will not occur before adjustment for actual costs of the Company's participation in the development, receipt of as-built drawings, and receipt of a signed recorded utility easement.

**TO HAVE AND TO HOLD**, all and singular the goods and chattels to the said company, its successors, administrators, and assigns, to their own use and behoof forever.

**AND** that **Sawgrass Homeowners Association**, hereby covenants with the said company, that they are the lawful owner of said goods and chattels; that they are free from all encumbrances and that they have good right to sell the same as aforesaid; and that they will warrant and defend the same unto it said Company, its successors, administrators, and assigns, against the lawful claims and demands of all persons.

Signed, Sealed, and Delivered in presence of:

Sawgrass Homeowners Association

Signature:

Print:

ROBERT LEDUC  
PRES. SAWGRASS HOA

STATE OF MAINE  
COUNTY OF YORK, ss

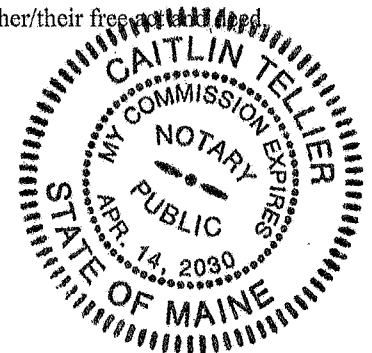
Date:

2/4/2025

Personally appeared the above-named and acknowledged the foregoing instrument to be his/her/their free and lawful deed

Before me,

Notary Public



Project Information		
PROJECT NAME: sawgrass	CREATED: 2024.08.12	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

Customer: foglio  
 Responsible: justin  
 Department:  
 Post-Office Box:  
 Street: wescott st  
 Location:  
 Telephone: 2076087817  
 Telefax:  
 Mobile Phone:  
 E-Mail:

Project Leader: JACOB GAWTHORP  
 Responsible:  
 Department: VIDEO INSPECTION DIVISION  
 Post-Office Box:  
 Street: 33 HEMLOCK DRIVE  
 Location: NEW BOSTON, NH  
 Telephone:  
 Telefax:  
 Mobile Phone:  
 E-Mail:

Contractor: UNDERGROUND TESTING AND SERVICE  
 Responsible: SEAN CAMPBELL  
 Department: VIDEO INSPECTION DIVISION  
 Post-Office Box:  
 Street: 809 BACK MOUNTAIN RD  
 Location: GOFFSTOWN NH 03045  
 Telephone: 603 497-5549  
 Telefax:  
 Mobile Phone: 603-759-4088  
 E-Mail: undergroundtesting@comcast.net

Town of Old Orchard Beach

\_\_\_\_\_  
Witness

\_\_\_\_\_  
xxxxxxx  
Town Manager

State of Maine  
County of York,ss.

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

Personally appeared the above named \_\_\_\_\_, President Sawgrass Community Association, and acknowledged the foregoing Agreement to be his free act and deed in his said capacity.

Before me,

\_\_\_\_\_  
Notary Public

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

State of Maine  
County of York, ss

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

Personally appeared the above named \_\_\_\_\_, Town Manager of the Town of Old Orchard Beach, and acknowledged the foregoing Agreement to be her free act and deed in her said capacity.

Before me,

\_\_\_\_\_  
Notary Public

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

## Table Of Contents

PROJECT NAME: sawgrass	CREATED: 2024.08.12	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

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Section: smh 4 - smh existing	Page 7
Section: smh 2 - smh 3	Page 9
Section: smh 1 - smh 2	Page 10
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## Section List

PROJECT NAME: sawgrass	CREATED: 2024.08.12	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

No.	Section	City	Street	Length	Length Total	Date
1	smh 3 - smh 4		island dr	85.80 ft	85.80 ft	2024.08.12
2	smh 4 - smh existing		island dr	97.48 ft	183.29 ft	2024.08.12
3	smh 2 - smh 3		island dr	25.85 ft	209.13 ft	2024.08.12
4	smh 1 - smh 2		island dr	269.42 ft	478.55 ft	2024.08.12
5	smh 5 - smh 3		island dr	63.04 ft	541.59 ft	2024.08.12
6	smh 6 - smh 5		island dr	84.16 ft	625.76 ft	2024.08.12
				625.76 ft	625.76 ft	

## Defect Grade Description

PROJECT NAME: sawgrass	CREATED: 2024.08.12	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

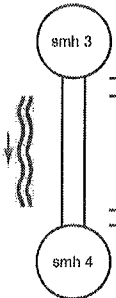
1	Excellent Condition  Minor Defects - Failure unlikely in the foreseeable future.
2	Good Condition  Defects that have not begun to deteriorate - Pipe unlikely to fail for at least 20 years.
3	Fair Condition  Moderate defects that will continue to deteriorate - Pipe may fail in 10-20 years.
4	Poor Condition  Severe defects that will become grade 5 defects within the foreseeable future - Pipe will probably fail in 5-10 years.
5	Immediate Attention  Defects require immediate attention - Pipe has failed or will likely fail within the next 5 years or sooner.

## Section Protocol

SECTION NAME: <b>smh 3 - smh 4</b>	SECTION NUMBER: <b>1</b>	CATALOG NAME: <b>NASSCO PACP-4</b>
CUSTOMER: <b>foglio</b>	PROJECT LEADER: <b>JACOB GAWTHORP</b>	CONTRACTOR: <b>UNDERGROUND TESTING AND SERVICE</b>

UPSTREAM MANHOLE NUMBER: <b>smh 3</b>	DOWNSTREAM MANHOLE NUMBER: <b>smh 4</b>
MUNICIPAL:	START NODE STREET NAME: <b>island dr</b>
LOCATION CODE:	DIRECTION OF SURVEY: <b>Downstream (U-D)</b>
	CALCULATED LENGTH: <b>85.80 ft</b>
INSPECTION DATE: <b>2024.08.12</b>	PURPOSE OF SURVEY: <b>Pre-Acceptance</b>
WEATHER: <b>Dry</b>	SEWER MATERIAL: <b>Polyvinyl chloride</b>
LINING METHOD:	SEWER DIAMETER OR HEIGHT: <b>8</b>
PRE-CLEANED: <b>No Pre-Cleaned</b>	SEWER SHAPE: <b>Circular</b>
COMMON REMARKS:	

1 : 1300	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
	0.00 ft		AMH	Manhole	00:00:09	
	10.20 ft		TF	Tap Factory Made, at 10 o'clock, 6 inch dim	00:00:36	0000
	76.82 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:02:31	0001
	85.80 ft		AMH	Manhole	00:03:04	



## Section Protocol

SECTION NAME: smh 3 - smh 4	SECTION NUMBER: 1	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

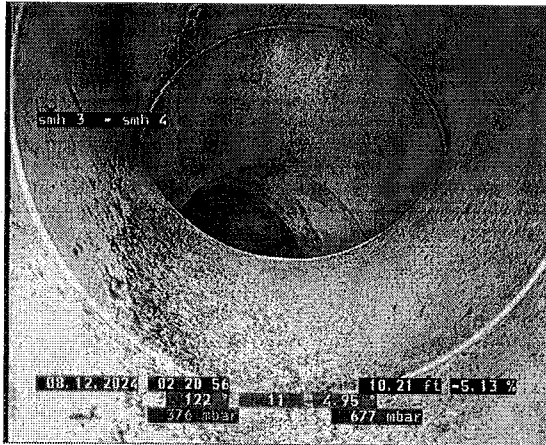


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 Footage Value: 10.20 ft  
 Text: Tap Factory Made, at 10 o'clock, 6 inch dim

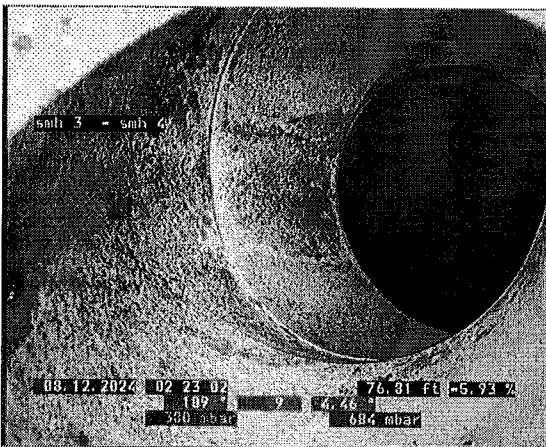


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 Footage Value: 76.82 ft  
 Text: Tap Factory Made, at 8 o'clock, 6 inch dim

## Section Protocol

SECTION NAME: <b>smh 4 - smh existing</b>	SECTION NUMBER: <b>2</b>	CATALOG NAME: <b>NASSCO PACP-4</b>
CUSTOMER: <b>foglio</b>	PROJECT LEADER: <b>JACOB GAWTHORP</b>	CONTRACTOR: <b>UNDERGROUND TESTING AND SERVICE</b>

UPSTREAM MANHOLE NUMBER: <b>smh 4</b>	DOWNSTREAM MANHOLE NUMBER: <b>smh existing</b>
MUNICIPAL:	START NODE STREET NAME: <b>Island dr</b>
LOCATION CODE:	DIRECTION OF SURVEY: <b>Downstream (U-D)</b>
	CALCULATED LENGTH: <b>97.48 ft</b>
INSPECTION DATE: <b>2024.08.12</b>	PURPOSE OF SURVEY: <b>Pre-Acceptance</b>
WEATHER: <b>Dry</b>	SEWER MATERIAL: <b>Polyvinyl chloride</b>
LINING METHOD:	SEWER DIAMETER OR HEIGHT: <b>8</b>
PRE-CLEANED: <b>No Pre-Cleaned</b>	SEWER SHAPE: <b>Circular</b>
COMMON REMARKS:	

1 : 1150	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
	0.00 ft		AMH	Manhole	00:00:10	
	2.92 ft		TF	Tap Factory Made, at 2 o'clock, 6 inch dim	00:00:19	0000
	21.81 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:01:02	0001
	78.42 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:02:45	0002
	97.48 ft		AMH	Manhole	00:03:32	

## Section Protocol

SECTION NAME: smh 4 - smh existing	SECTION NUMBER: 2	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

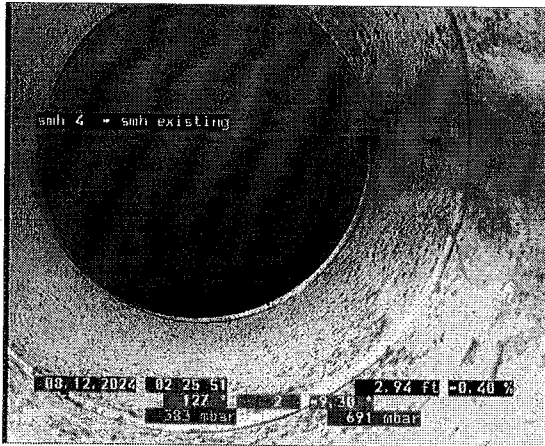


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 Footage Value: 2.92 ft  
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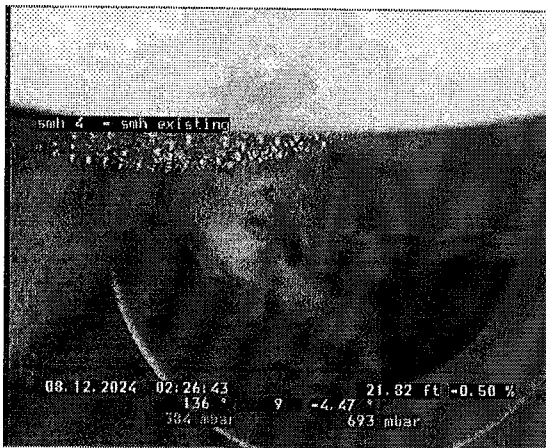


Photo File      smh 4 - smh existing\_0001.bmp  
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 Footage Value: 21.81 ft  
 Text:            Tap Factory Made, at 8 o'clock, 6 inch dim



Photo File      smh 4 - smh existing\_0002.bmp  
 Code:            TF  
 Footage Value: 78.42 ft  
 Text:            Tap Factory Made, at 8 o'clock, 6 inch dim

## Section Protocol

SECTION NAME: <b>smh 2 - smh 3</b>	SECTION NUMBER: <b>3</b>	CATALOG NAME: <b>NASSCO PACP-4</b>
CUSTOMER: <b>foglio</b>	PROJECT LEADER: <b>JACOB GAWTHORP</b>	CONTRACTOR: <b>UNDERGROUND TESTING AND SERVICE</b>

UPSTREAM MANHOLE NUMBER: <b>smh 2</b>	DOWNSTREAM MANHOLE NUMBER: <b>smh 3</b>
MUNICIPAL:	START NODE STREET NAME: <b>island dr</b>
LOCATION CODE:	DIRECTION OF SURVEY: <b>Upstream (U-D)</b>
	CALCULATED LENGTH: <b>25.85 ft</b>
INSPECTION DATE: <b>2024.08.12</b>	PURPOSE OF SURVEY: <b>Pre-Acceptance</b>
WEATHER: <b>Dry</b>	SEWER MATERIAL: <b>Polyvinyl chloride</b>
LINING METHOD:	SEWER DIAMETER OR HEIGHT: <b>8</b>
PRE-CLEANED: <b>No Pre-Cleaned</b>	SEWER SHAPE: <b>Circular</b>
COMMON REMARKS:	

1 : 750      POSITION DG      CODE      OBSERVATION      VIDEO POS      PHOTO



	0.00 ft	AMH	Manhole	00:00:09	
	25.85 ft	AMH	Manhole	00:01:03	

## Section Protocol

SECTION NAME: <b>smh 1 - smh 2</b>	SECTION NUMBER: <b>4</b>	CATALOG NAME: <b>NASSCO PACP-4</b>
CUSTOMER: <b>foglio</b>	PROJECT LEADER: <b>JACOB GAWTHORP</b>	CONTRACTOR: <b>UNDERGROUND TESTING AND SERVICE</b>

UPSTREAM MANHOLE NUMBER: <b>smh 1</b>	DOWNSTREAM MANHOLE NUMBER: <b>smh 2</b>
MUNICIPAL:	START NODE STREET NAME: <b>Island dr</b>
LOCATION CODE:	DIRECTION OF SURVEY: <b>Upstream (U-D)</b>
	CALCULATED LENGTH: <b>269.42 ft</b>
INSPECTION DATE: <b>2024.08.12</b>	PURPOSE OF SURVEY: <b>Pre-Acceptance</b>
WEATHER: <b>Dry</b>	SEWER MATERIAL: <b>Polyvinyl chloride</b>
LINING METHOD:	SEWER DIAMETER OR HEIGHT: <b>8</b>
PRE-CLEANED: <b>No Pre-Cleaned</b>	SEWER SHAPE: <b>Circular</b>
COMMON REMARKS:	

1 : 1450	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
	<b>smh 2</b>					
	0.00 ft		AMH	Manhole	00:00:09	
	29.45 ft		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:00:46	0000
	54.12 ft		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:01:43	0001
	70.45 ft		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:02:24	0002
	97.58 ft		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:03:09	0003
	111.65 ft		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:03:49	0004
	140.19 ft		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:04:49	0005
	161.80 ft		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:05:34	0006
	199.88 ft		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:06:48	0007
	249.15 ft		TF	Tap Factory Made, at 12 o'clock, 6 inch dim	00:08:32	0008
	269.42 ft		AMH	Manhole	00:09:18	
	<b>smh 1</b>					

## Section Protocol

SECTION NAME: smh 1 - smh 2	SECTION NUMBER: 4	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE



Photo File smh 1 - smh 2\_\_0000.bmp  
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Photo File smh 1 - smh 2\_\_0001.bmp  
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 Footage Value: 54.12 ft  
 Text: Tap Factory Made, at 12 o'clock, 6 inch dim

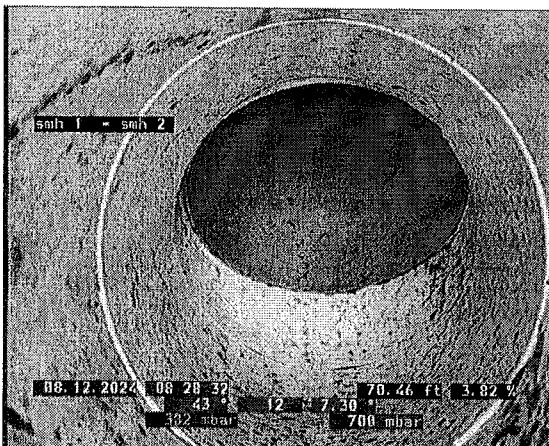


Photo File smh 1 - smh 2\_\_0002.bmp  
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 Text: Tap Factory Made, at 12 o'clock, 6 inch dim

## Section Protocol

SECTION NAME: <b>smh 1 - smh 2</b>	SECTION NUMBER: <b>4</b>	CATALOG NAME: <b>NASSCO PACP-4</b>
CUSTOMER: <b>foglio</b>	PROJECT LEADER: <b>JACOB GAWTHORP</b>	CONTRACTOR: <b>UNDERGROUND TESTING AND SERVICE</b>

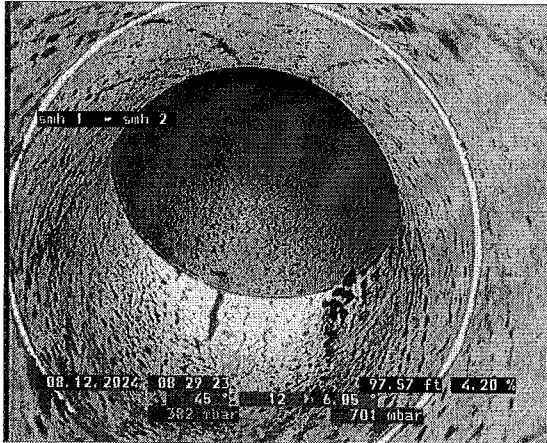


Photo File      smh 1 - smh 2\_\_0003.bmp  
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 Text:            Tap Factory Made, at 12 o'clock, 6 inch dim



Photo File      smh 1 - smh 2\_\_0004.bmp  
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 Footage Value: 111.65 ft  
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Photo File      smh 1 - smh 2\_\_0005.bmp  
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 Text:            Tap Factory Made, at 12 o'clock, 6 inch dim

## Section Protocol

SECTION NAME: smh 1 - smh 2	SECTION NUMBER: 4	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

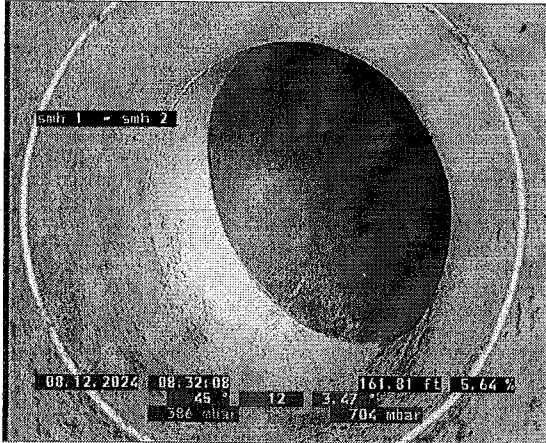


Photo File      smh 1 - smh 2\_\_0006.bmp  
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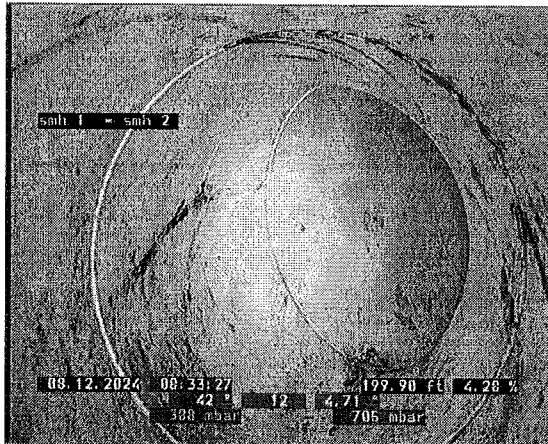


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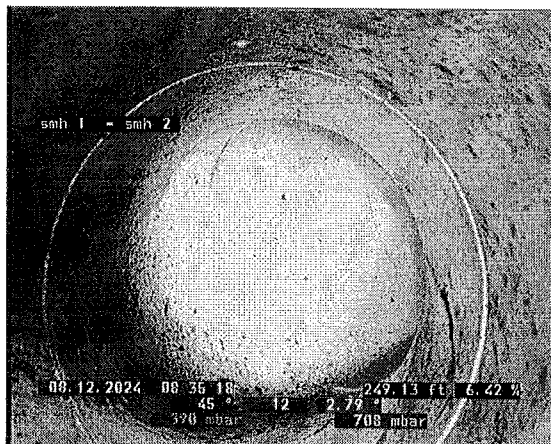


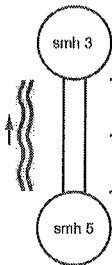
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 Footage Value: 249.15 ft  
 Text:            Tap Factory Made, at 12 o'clock, 6 inch dim

## Section Protocol

SECTION NAME: <b>smh 5 - smh 3</b>	SECTION NUMBER: <b>5</b>	CATALOG NAME: <b>NASSCO PACP-4</b>
CUSTOMER: <b>foglio</b>	PROJECT LEADER: <b>JACOB GAWTHORP</b>	CONTRACTOR: <b>UNDERGROUND TESTING AND SERVICE</b>

UPSTREAM MANHOLE NUMBER: <b>smh 5</b>	DOWNSTREAM MANHOLE NUMBER: <b>smh 3</b>
MUNICIPAL:	START NODE STREET NAME: <b>island dr</b>
LOCATION CODE:	DIRECTION OF SURVEY: <b>Upstream (U-D)</b>
INSPECTION DATE: <b>2024.08.12</b>	PURPOSE OF SURVEY: <b>Pre-Acceptance</b>
WEATHER: <b>Dry</b>	SEWER MATERIAL: <b>Polyvinyl chloride</b>
LINING METHOD:	SEWER DIAMETER OR HEIGHT: <b>8</b>
PRE-CLEANED: <b>No Pre-Cleaned</b>	SEWER SHAPE: <b>Circular</b>
COMMON REMARKS:	

1 : 1250	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
	0.00 ft		AMH	Manhole	00:00:10	
	31.13 ft		TF	Tap Factory Made, at 3 o'clock, 6 inch dim	00:01:02	0000
	63.04 ft		AMH	Manhole	00:01:54	



## Section Protocol

SECTION NAME: smh 5 - smh 3	SECTION NUMBER: 5	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

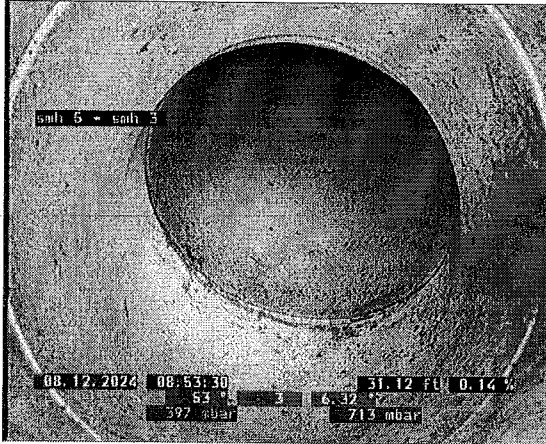


Photo File smh 5 - smh 3\_\_0000.bmp

Code: TF

Footage Value: 31.13 ft

Text: Tap Factory Made, at 3 o'clock, 6 inch dim

## Section Protocol

SECTION NAME: <b>smh 6 - smh 5</b>	SECTION NUMBER: <b>6</b>	CATALOG NAME: <b>NASSCO PACP-4</b>
CUSTOMER: <b>foglio</b>	PROJECT LEADER: <b>JACOB GAWTHORP</b>	CONTRACTOR: <b>UNDERGROUND TESTING AND SERVICE</b>

UPSTREAM MANHOLE NUMBER: <b>smh 6</b>	DOWNSTREAM MANHOLE NUMBER: <b>smh 5</b>
MUNICIPAL:	START NODE STREET NAME: <b>Island dr</b>
LOCATION CODE:	DIRECTION OF SURVEY: <b>Upstream (U-D)</b>
	CALCULATED LENGTH: <b>84.16 ft</b>
INSPECTION DATE: <b>2024.08.12</b>	PURPOSE OF SURVEY: <b>Pre-Acceptance</b>
WEATHER: <b>Dry</b>	SEWER MATERIAL: <b>Polyvinyl chloride</b>
LINING METHOD:	SEWER DIAMETER OR HEIGHT: <b>8</b>
PRE-CLEANED: <b>No Pre-Cleaned</b>	SEWER SHAPE: <b>Circular</b>
COMMON REMARKS:	

1 : 700	POSITION	DG	CODE	OBSERVATION	VIDEO POS	PHOTO
	0.00 ft		AMH	Manhole	00:00:09	
	0.39 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:00:18	0000
	27.91 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:01:31	0001
	29.65 ft		TF	Tap Factory Made, at 3 o'clock, 6 inch dim	00:01:52	0002
	69.54 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:03:10	0003
	80.79 ft		TF	Tap Factory Made, at 8 o'clock, 6 inch dim	00:03:42	0004
	84.16 ft		AMH	Manhole	00:04:01	

## Section Protocol

SECTION NAME: <b>smh 6 - smh 5</b>	SECTION NUMBER: <b>6</b>	CATALOG NAME: <b>NASSCO PACP-4</b>
CUSTOMER: <b>foglio</b>	PROJECT LEADER: <b>JACOB GAWTHORP</b>	CONTRACTOR: <b>UNDERGROUND TESTING AND SERVICE</b>

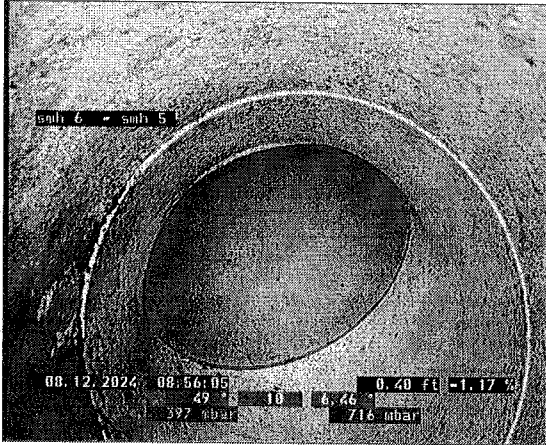


Photo File     smh 6 - smh 5\_\_0000.bmp  
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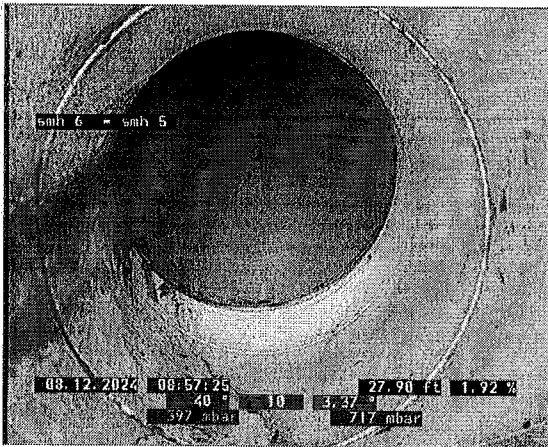


Photo File     smh 6 - smh 5\_\_0001.bmp  
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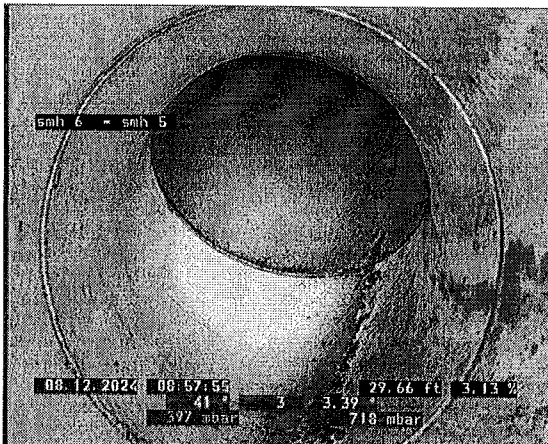


Photo File     smh 6 - smh 5\_\_0002.bmp  
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 Footage Value: 29.65 ft  
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# Section Protocol

SECTION NAME: smh 6 - smh 5	SECTION NUMBER: 6	CATALOG NAME: NASSCO PACP-4
CUSTOMER: foglio	PROJECT LEADER: JACOB GAWTHORP	CONTRACTOR: UNDERGROUND TESTING AND SERVICE

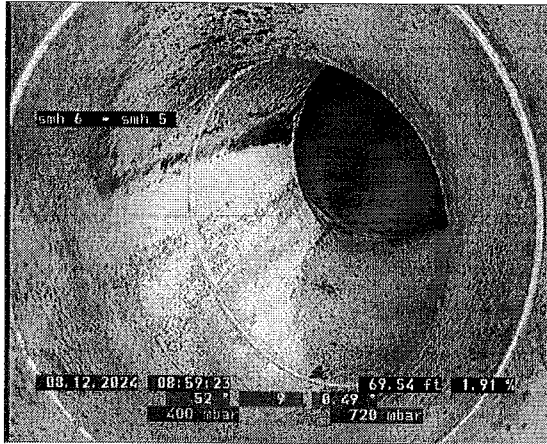


Photo File smh 6 - smh 5\_\_0003.bmp  
Code: TF  
Footage Value: 69.54 ft  
Text: Tap Factory Made, at 8 o'clock, 6 inch dim



Photo File smh 6 - smh 5\_\_0004.bmp  
Code: TF  
Footage Value: 80.79 ft  
Text: Tap Factory Made, at 8 o'clock, 6 inch dim

HOA DOCS - 14 pgs



**DECLARATION OF RESTRICTIVE COVENANTS FOR  
SAWGRASS HOMEOWNER'S ASSOCIATION  
OLD ORCHARD BEACH, MAINE**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** made this 16<sup>th</sup> day of May 2019, by Daily Double Enterprises, LLC, a Maine limited liability company, with a place of business in Old Orchard Beach, Maine (hereinafter the "Declarant").

**WHEREAS**, Declarant is the owner of certain lots situated in Old Orchard Beach, Maine described as Lots 1 through 20, and associated interior roads and common areas, all as shown on the plan entitled "Sawgrass Subdivision, Amended Subdivision Plan", dated 1/28/15 by Atlantic Resource Consultants, recorded in the York Registry of Deeds in Plan Book 401, Page 33 (the "Plan"), and described in Exhibit A annexed hereto (hereinafter the Property"); and

**WHEREAS**, the Declarant wishes to provide for the maintenance and protection of the Lots and Buildings thereon through certain agreements, covenants, reservations, easements, charges and restrictions as hereinafter set forth; and

**NOW, THEREFORE**, in order to provide for the mutual protection and benefit of each Lot and Building, Declarant hereby declares that the ownership, occupancy, use and conveyance of the Property, to include each Lot and Building, together with the associated common area, is subject to the following restrictive covenants, easements, and equitable servitudes which are hereby established for the mutual benefit of the properties and owners, and future and subsequent owners, of the Lots and Buildings, and they are not personal to the Declarant, and are intended to and shall run with the land continue in force and effect in perpetuity.

**ARTICLE 1**  
**THE HOMEOWNERS ASSOCIATION**

1.1 Declarant shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities as are herein set forth until the formation of a homeowner's association as provided for in Paragraph 1.2 of this Article; provided, however, Declarant shall in no event be liable to any party for injury or damage to any person or property occasioned by any failure of enforcement thereof.

1.2 Declarant shall, not later than the date of sale of the first Lot to a third party, cause to be formed an incorporated nonprofit homeowners association to be known as Sawgrass Homeowner's Association (the "Association"). Every person, corporation, limited liability company, partnership, trust, estate or other entity that is an owner of a Lot, as reflected by the records of the York County Registry of Deeds, shall be a member of the Association, provided that any person or entity holding a mortgage or other interest primarily as security for an obligation shall not be a member of the Association except as provided in Paragraph 3.10. The owner or owners of each Lot within the Property shall have one vote in the governance of the Association for each Lot so owned. The Declarant may form the Association at any time prior to such date, if it shall so choose. In the event the Declarant fails to form the Association as described, the owners of the Lots shall have the powers of the Association and shall be authorized to form the Association.

E 12 p → Weinstein, Lovell  
431 Main St Saco 04074

1.3 Once so established, the Association (or as authorized by the Bylaws, the Board of Directors on behalf of the Association) shall enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities of the Declarant as are set forth herein, except to the extent that they are expressly reserved to the Declarant herein, specifically including the covenants, conditions and restrictions set forth in Section 2.1; and all rights, powers, reservations and duties of the Declarant (except such as they may have as owner of a Lot or Lots) shall terminate, the same to be thereafter exercised solely by the Association, except for those rights and easements reserved by name to the Declarant, or theretofore conveyed or otherwise vested in others. Notwithstanding anything to the contrary contained herein, until all of the lots in the subdivision are sold, the Declarant hereby reserves the fee interest in the streets and ways shown on the said subdivision plan, and the improvements therein, pursuant to 23 M.R.S.A. § 3031(4). Unless and until Honeysuckle Drive and/or Blueberry Lane are accepted as public streets by the Town of Old Orchard Beach, the Association shall be responsible for the maintenance and repair of such streets as well as the drainage and stormwater management facilities associated therewith or shown on the Plan. Upon the sale of the last Lot to a third party, the Declarant shall deliver, and the Association shall accept, a quitclaim deed to all of the roads, open space and common areas, including drainage facilities, to the Association, and the Association shall thereafter be the owner of the fee interest in Honeysuckle Drive and/or Blueberry Lane

1.4 In order to pay the costs of discharging the obligations of the Declarant or the Association, the owner(s) of each Lot shall be subject to a monthly assessment as reasonably established by the Declarant (or the Association once so established) as further provided in the Bylaws. Such payment is to be made at the address designated by the Declarant or Association, as the case may be. Any Lot, including but not limited to those owned by Declarant, shall be exempt from paying monthly assessments until the sooner of (1) the date a certificate of occupancy is issued for a dwelling unit on that Lot, or (2) two (2) years after the date a Lot was first conveyed by Declarant to any other party.

All charges assessed hereunder shall be payable monthly on the first day of the month and shall bear interest at the rate of 12% per annum from 30 days after the due date and shall constitute a lien upon the Lot and Unit enforceable in the same manner as provided by Maine law and practice for the enforcement of real estate mortgages in default, including the obligation to pay reasonable costs and fees, including reasonable attorneys fees, for collecting such charges and protecting and enforcing the lien thereof. Said monthly assessments shall be applied to those expenses appropriate to the administration of the terms and provisions of the within Declaration, including, but not limited to, the performance and enforcement of the agreements, covenants, reservations, easements, charges and restrictions as contained herein and the costs, expenses and legal fees relating to the formation, administration and activities of the Association. Once said Association has been formed as provided by Paragraph 1.2, the amount of the monthly assessment and any special assessments shall be established in accordance with the Bylaws. The Bylaws shall allow for expenses which benefit fewer than all of the Lots to be assessed exclusively against the benefited Lots.

**ARTICLE 2**  
**IN OR WITH RESPECT TO THE LOTS**

2.1 Except as provided in Section 2.2, no accessory building or structure, addition, fence, or other yard structure, shall be constructed upon any Lot, nor shall any alteration or addition or change to the exterior of a Building be made, unless pursuant to an amendment of this Declaration duly approved by vote of the Association in accordance with Section 2.7 hereof.

2.2 Notwithstanding Section 2.1, the Declarant or the Association may adopt reasonable rules and regulations regulating fences, sheds, signs, canopies, antennas, clotheslines and any other structures or things which affect the appearance from the exterior of buildings. Owners of Lots shall not construct, install, use or erect anything to alter the appearance of a Lot or Building, except as permitted by such rules and regulations which shall be consistent with the minimum requirements as follows:

- (a) Structures. No building or other structure of any kind, other than the single-family residence constructed on the premises shall be erected on said property. Subject to such reasonable rules as may be adopted by the Declarant or the Board of Directors, outbuildings such as sheds or storage units may only be erected when associated with a residence. All dwelling houses shall have a minimum main house living space of at least one thousand (1,400) square feet (the term living space shall not include any garage, basement or unheated area). Notwithstanding the above, Declarant, and Declarant's designees may use any Lot or improvement thereon owned or leased by it as a model home and for sales and/or construction offices..
- (b) Single Family Residence. The premises shall be used only for residential purposes, and, without limitation, no commercial, industrial, business, or farming use or enterprise of any nature or description shall be carried on at the premises. At least 70% of all such residential structures must be owner-occupied as a primary residence, second home or seasonal residence.
- (c) Conformance with Code. This Declaration is independent of any requirements or restrictions imposed by the ordinances of the Town of Old Orchard Beach. Nothing in this Declaration relieves any person of any obligation to comply with such ordinances. Except as otherwise expressly stated herein, the Town of Old Orchard Beach has no authority or responsibility to enforce the provisions of this Declaration.
- (c) Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or outbuilding shall be used as a residence on any Lot, except the Declarant, or its designees may use any Lot or improvement thereon owned or leased by it as a model home and for sales and/or construction offices.
- (d) Machinery/Commercial Vehicles. No machinery, unregistered motor vehicles, commercial vehicles exceeding a one ton truck, or equipment of any kind shall be placed, operated or maintained upon said property except such machinery or equipment as is usual and customary in connection with and during the use, maintenance or construction of a residence; provided, however, that golf carts may be kept on the

Property, in an enclosed area, subject to rules adopted by the Declarant or Board of Directors.

- (e) **Grounds Maintenance/Trash.** No dead trees or other unsightly growth shall be permitted to remain on any part of the premises, and no refuse pile or unsightly object shall be allowed to be placed or permitted to remain on any part of the premises. No lumber, metal, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot unless it is kept or stored in sanitary containers, except for building materials used during the course of construction of any approved dwelling or permitted structure. No Lot shall be used or maintained as a dumping ground for any material. During the construction of any alteration on a Lot the Owner shall keep the construction site free of rubbish and scrap, and construction materials and trailers employed in connection with such construction shall be kept in a neat and orderly manner. Trash or other refuse that is to be disposed of by being picked up and carried away on a regular and recurring basis may be placed on or near the street adjacent to a Lot in an approved container on any day that a pick-up is to be made. At all other times, such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property.
- (f) **Trees.** Any cutting of trees shall be done in compliance with the laws of the State of Maine, any applicable municipal ordinances in existence at the time of cutting, and such rules and regulations as may be adopted by the Declarant or Association.
- (g) **Subdivision.** No Lot shall be subdivided.
- (h) **Motor Vehicles.** All authorized motor vehicles shall be stored or parked only on an Owner's Lot. Except for golf carts which are expressly permitted, all such vehicles shall be properly registered and no vehicle repairs, except those of a minor nature, such as tire or oil changes, shall be permitted on any of the common areas or on any Lot. No fuel driven motor vehicle may be driven or placed on any common areas, except on such part of the common areas, if any, specifically set aside for driving and for parking.
- (i) **Large Vehicles, etc.** No house trailer, commercial truck, recreational vehicle, camper, non-passenger vehicle, boats, boat trailers or any similar vehicles items shall be stored, parked or repaired, except for minor repairs such as a tire change, in any roadway, driveway or in the open on any Lot or common area unless parked or stored there on a temporary basis. The term "temporary" shall be as determined by the Association's Board of Directors but shall generally be no longer than one (1) day.
- (j) **Declarant's Reservation.** Nothing in this Declaration shall prohibit or restrict the Declarant, or its designees, during the development of the property from operating, parking, maintaining or otherwise using a vehicle anywhere in the property.
- (k) **Structures.** No structure may be erected, altered or maintained on any Lot in violation of the rules and regulations and all permanent structures must receive approval from the Declarant or the Board of Directors of the Association, as the case may be, prior to being built.

- (l) **Model Home Use.** Anything contained in this Declaration to the contrary notwithstanding, any Lot owned or leased by the Declarant or its designee, may be used by Declarant or its designee for model home purposes or for the maintenance of a real estate office as hereinabove provided. Declarant shall be entitled to conduct all activities normally associated with the development of the Property on the Property.
- (m) **Front Lawn.** The area within the front of the dwelling shall be kept only as a lawn for the planting of grass, trees and shrubbery. The use of side and rear yards shall be subject to rules and regulations adopted by the Declarant or Board of Directors
- (n) **Fences.** Notwithstanding anything to the contrary contained herein, no fence shall be permitted without the prior approval of the Declarant or Board of Directors. Fences shall not exceed six (6) feet and shall not impede surface drainage or unreasonably affect sunlight or the view of other Lot Owners. The height restriction shall not apply to enclosures of rear patios, if permitted, and shall not apply to retaining walls required by topography. The Declarant or Board of Directors of the Association shall not approve any fence which does not meet minimum municipal requirements, if any. No chain link fence of any kind shall be approved.

2.3 No dwelling or other structure or Lot shall be used for conducting any trade or business of any nature whatsoever, and no advertising signs or messages shall be displayed thereon. No dwelling may be leased for transient purposes. Dwellings may be rented on a monthly or annual basis, but no portion of any dwelling (other than the entire dwelling) shall be rented for any period. If a dwelling is rented, the Owner shall require the renter to comply with the rules and regulations of the Association, inform the renter that failure to comply therewith shall constitute a default under the lease or rental agreement, and give the Declarant or the Board the authority to terminate the lease or rental agreement, or to bring summary proceedings to evict the tenant in the name of the Owner in the event of a default in the observance of the terms of the lease or rental agreement. Each Owner shall, promptly following the execution of any lease or rental agreement, forward a conformed copy thereof to the Declarant or the Board. This Section shall not be construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure, or sell or lease a property so acquired by the Mortgagee or the Association's right to grant easements, licenses, leases and concessions.

2.4 The structure and landscaped areas of all Lots shall be maintained in a neat and attractive manner, free of unsightly dead trees or plants, trash, junk, debris and garbage. Each Owner shall keep and maintain his Lot and structure(s) in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the structure and landscaped areas of the Lot. In addition, each Owner shall be responsible for all damage to any other Lot resulting from the failure or negligence to make any of the repairs required by this Section. Each Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners.

If, after reasonable notice from the Declarant or the Association, any Owner fails to perform such maintenance or repair, the Declarant or the Association, through its officers or manager shall have the right but not the obligation to enter upon the Lot, and perform such maintenance or repair in the name of the Unit Owner, and the Declarant or the Association, after notice to the Owner, and opportunity to be heard, shall be entitled to assess the expense thereof as a service charge due in full at the time of the next regular monthly payment. All the maintenance and repairs to the Lot and structure(s) shall be performed by and at the Owner's expense.

There shall be no installation of fixtures such as swing sets, swimming pools of any kind or size, sandboxes, lawn ornaments, basketball hoops, badminton or volleyball nets, or any other structures or equipment on lawn areas in the Lot except with the written permission of the Declarant or Association, as applicable.

2.5 The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any dwelling or upon a Lot, except that the keeping of up to two orderly domestic pets such as dogs, cats or caged birds, and aquarium fish is permitted in accordance with and subject to any rules and regulations adopted by the Declarant or the Board of Directors, provided, however, that such pets are not kept or maintained for commercial purposes or for breeding.

2.6 The following easements are hereby created:

(a) The Declarant, each Lot, and each Owner shall have an easement in common with all other Lots and Owners to use all common pipes, wires, ducts, cables, conduits, public utility lines and other like improvements serving a Lot or Building and located in any of the other Lot, common areas, or open space. Each Lot shall be subject to an easement in favor of all other Lots and Owners to use the common pipes, ducts, cables, wires, conduits, public utility lines and other like improvements serving such other Lots and located in such Lot. The Declarant or the Association shall have the right to grant to third parties additional permits, licenses and easements over and through common areas and Lots for such purposes as are reasonably necessary or useful for the proper maintenance of such common utilities.

(b) Each Lot and Owner shall have an easement, subject to any rules and regulations established by the Declarant or the Association, in common with all other Lots and Owners to use the roads depicted on the Plan as a means of ingress, egress and regress to and from the property, a Lot, and the adjoining public streets. The Declarant and/or the Association shall not and cannot establish any rules and regulations depriving any Lot or Owner of reasonable ingress, egress and regress to and from the Lot, the property and the adjoining public streets.

(c) Declarant reserves in favor of itself, the Association and its officers, agents and employees, and every other person authorized by the Association, the irrevocable right and easement to have access to each Lot as may be necessary for the inspection, maintenance, repair or replacement of any common utilities, or the making of any addition or improvements thereto; or to make such repairs as are required hereunder or

are reasonably necessary for public safety or to prevent damage to the property or any other Lot; or to abate any violation of law, rules or regulations or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Owner is present at the time.

(d) In addition to any easements created in this Declaration, all Lots shall be subject to any applicable easement, restriction, limitation, or notation of any kind or nature whatsoever as depicted on the "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, and the plan entitled "Sawgrass Subdivision, Amended Subdivision Plan", dated 1/28/15 by Atlantic Resource Consultants, recorded in the York Registry of Deeds in Plan Book 401, Page 33, as the same may be amended from time-to-time.

(e) Declarant reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the property for construction purposes, provided that Declarant shall be responsible for the cost of service so used, and to use the road for ingress and egress and construction activities, and to use the open space for the storage of construction materials and equipment used in the completion of the infrastructure and structures on the Lots. This easement shall continue to benefit Declarant, not the Association, until all Lots have been conveyed to Owners other than the Declarant.

(f) The Declarant reserves the right with respect to its marketing of Lots to use the property for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Lots, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any homes owned or leased by the Declarant as models, management offices, sales offices for this project or customer service offices for this project. The Declarant reserves the right to relocate same from time to time within the property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the property such advertising signs as comply with applicable governmental regulations, which may be placed in any location on the property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to erect on the Property temporary offices for models, sales management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant which may be of such types and sizes as Declarant may deem appropriate. The easements reserved by Declarant herein shall continue until the Declarant has conveyed all Lots to Owners other than the Declarant. This section, and the other sections of this Declaration benefiting the Declarant, shall not be amended without the written consent of the Declarant.

2.7 It is further expressly provided that the aforementioned agreements, covenants, reservations, easements, charges and restrictions established pursuant to this Article 2 are to run with the land and be effective in perpetuity unless revoked or amended as provided herein. Provided that no revocation or amendment shall materially change or otherwise limit any rights-of-way, easements, or other uses of land established by grant of record or evidenced by use or

the presence of improvements or delineation on any map or other instrument of record, without the consent of all Owners as evidenced by a certificate recorded in the York Registry of Deeds.

### ARTICLE 3 ADMINISTRATIVE PROVISIONS

3.1 Until the Declarant has conveyed eighty percent (80%) the Lots to Owners other than the Declarant, the provisions of the within Declaration, and the Rules and Regulations associated herewith, may be modified, amended or revoked, in whole or in part, by a written instrument executed by the Declarant and duly recorded at the York County Registry of Deeds. Following the formation of the Association, the provisions of the within Declaration may be modified, amended or revoked, in whole or in part, upon the written consent of eighty percent (80%) of the Owners of Lots; **provided, however**, that no revocation or amendment of this Declaration, no change to the Bylaws of the Association, and no amendment or modification of the Rules and Regulations of the Association, shall be effective without the written consent of the Declarant, until all Lots have been conveyed to Owners other than the Declarant.

3.2 The liens referenced in Paragraph 1.4 hereof may be enforced by the Declarant and the Association in case of non-payment when due, by sale of or levy against the premises subject thereto, in any manner provided under Maine law for foreclosure of mortgages, providing that notice of the commencement of such proceedings or an affidavit of such is recorded in the York County Registry of deeds within two (2) years after the date on which payment is due. However, notwithstanding the provisions hereof, Declarant shall in no event be liable to any party for any loss, injury or damage to any entity or person occasioned by any failure of enforcement thereof. The Declarant or the Association shall, upon written request, issue a certificate setting forth the current status of any liens pursuant to Paragraph 1.4 with respect to any Lot, and such certificate shall, when recorded in the York County Registry of Deeds, be binding upon the Declarant and the Association as of the date of such certificate.

3.3 All notices and requests directed to the Declarant shall be addressed to the Declarant at PO Box Y, Old Orchard Beach, ME 04064, or to such other addresses as may hereinafter be designated by the Declarant in notices directed to an Owner addressed to the residence owned or to any other address designated by such Owner in writing received by Declarant.

3.4 In addition to those otherwise provided by law, enforcement of the provisions of these covenants by the Declarant or the Association shall include the following remedies:

(a) In any legal action filed by the Declarant or the Association against another party alleged to be in breach, the Declarant or the Association, if it prevails, shall be entitled to an award by the Court of reasonable legal fees (including charges for paralegal assistance) and costs and expenses of suit in addition to such damages, injunctive relief or orders which a court may determine;

(b) The right of the Declarant or the Association to file in the appropriate Registry of Deeds a lien notice stating the violation of the covenants of Article 2 or non-payment of fees due pursuant to Article 1 which are determined to exist by the Declarant or a majority of the Board of Directors of the Association. The Declarant or the Association

shall, in such cases, notify the alleged violators of the filing of such notices within 30 days after such filing as provided by Paragraph 3.2. In addition, the Declarant or the Association shall notify the holder of any mortgage or other interest in the Lot (the "Holder") of the filing of such lien in the event the Declarant or the Association is asserting a prior interest in the Lot to that of the Holder. For purposes of asserting priority the Declarant or the Association shall agree that all bona fide interests created by instruments or writings and recorded prior to the recordation of the aforesaid lien notice shall enjoy priority over the lien notice, except to the extent of voluntary future advancements made after receipt of such lien notice.

3.5 If any easement, covenant, restriction, agreement or change herein contained shall be held invalid by any court of proper jurisdiction, such invalidity shall in no way affect any other easement, covenant, restriction, agreement or change herein contained.

3.6 Nothing in these restrictions shall operate in any way to restrict the Declarant or any person, firm, or corporation, while acting on behalf of the Declarant in its real estate and development business during the course of the development of the Property.

3.7 The term "Declarant" shall mean the undersigned or its successors and assigns. The Declarant reserves the right to assign any or all of its rights and obligations set forth in this Declaration to a third party who shall, for all such powers and purposes granted by the Declarant, be deemed the Declarant hereunder.

3.8 No provision in this Declaration is intended to be in violation of any charter, regulation, bylaw or ordinance of the Town of Old Orchard Beach or State statute, regulation or law, and interpretation of the provisions hereof shall be made accordingly.

3.9 As used herein, the term "Owner" or "Owner(s)" shall not include a mortgagee of any Lot or Lots until such time as such mortgagee shall have obtained both legal and equitable title to such Lot(s) through foreclosure, deed in lieu of foreclosure or otherwise, and then such mortgagee shall be liable only for its pro-rata share of such assessments accruing after that time.

3.10 The within Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Maine.

3.11 The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

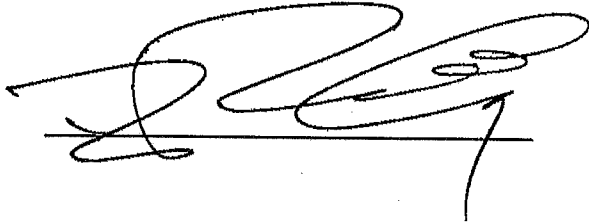
3.12 The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

3.13 No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

3.14 No Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to a Lot without including therein the appurtenant interests set forth in this Declaration, it being the intention hereof to prevent any severance herefrom. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted that were not otherwise excepted or reserved, even though the latter shall not be expressly mentioned or described therein. No part of such appurtenant interests of any Lot may be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of the Lot to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the appurtenant interests of all Lots.

IN WITNESS WHEREOF, the Declarant, Daily Double Enterprises, LLC, has caused this Declaration to be executed as of the day and date first above written.

Witness




Daily Double Enterprises, LLC

By: George J. Kerr  
George J. Kerr, Manager

STATE OF MAINE  
County of York, SS

May 16, 2019

Personally appeared the above named George J. Kerr in his capacity as Manager of Daily Double Enterprises, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Daily Double Enterprises, LLC.



Notary Public Attorney at Law

Printed Name: David S. Ordway  
My commission expires

EXHIBIT A

DAILY DOUBLE ENTERPRISES, LLC

Certain lots or parcels of land, together with any improvements thereon, situated in the Town of Old Orchard Beach, County of York and State of Maine, being Lots 1 through 20, the two interior roadways known as Honeysuckle Drive and/or Blueberry, and the open spaces all as depicted and shown on the plan entitled "Sawgrass Subdivision, Amended Subdivision Plan", dated 1/28/15 by Atlantic Resource Consultants, recorded in the York Registry of Deeds in Plan Book 401, Page 33, to which plan and the record thereof reference is made for a more particular description.

This conveyance is made subject to and together with those notes conditions set forth on said Plan. The above described premises is also being conveyed subject to or with the benefit of the following:

1. Rights pertaining to underground maintenance of sewer, water and gas lines contained in an instrument from Stephen Kurutz and Ronald A. Boutet to the Inhabitants of Old Orchard Beach dated October 26, 1987 and recorded at Book 4511, Page 28.
2. Rights for a sewer easement from the Inhabitants of Old Orchard Beach to Stephen Kurutz and Ronald A. Boutet dated October 26, 1987 and recorded in said Registry of Deeds at Book 4511, Page 29.
3. Terms, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Dunegrass Community Association, Inc., dated January 16, 1989, executed by Sealand Development Company, Inc. and recorded in said Registry of Deeds in Book 5083, Page 43.
4. Those matters depicted on Plan showing standard boundary survey made for Sealand Development Company, Old Orchard Beach dated February 16, 1987, as revised most recently on March 30, 1988, prepared by Dow & Coulombe, Inc., Land Surveyors and Planners, and recorded in said Registry of Deeds at Plan Book 166, Page 50, as revised at Plan Book 167, Page 41.
5. Those matters set forth on the Site Plan, provided, however, that the foregoing reference to said Site Plan and the similar reference thereto set forth in the Declaration and in the Declaration of Covenants, Conditions and Restrictions for Dunegrass Community Association, Inc. (the "DCCR") shall not be deemed to establish any right to use any common facilities, golf course, roads and ways as shown thereon except as expressly set forth in the Declaration or in the DCCR.
6. Terms, conditions and restrictions set forth in a Site Location Order issued by the Maine Department of Environmental Protection, dated July 5, 1988, and recorded in the York Registry of Deeds in Book 5083, Page 219 as amended.

7. Terms, conditions and restrictions set forth in a Declaration of Conditions by and between Sealand Development Company and Town of Old Orchard Beach, Maine, dated July 14, 1988 and recorded in the York Registry of Deeds in Book 5083, Page 216.

8. The perpetual right and easement reserved by the Declarant, the Dunegrass Community Association and their respective successors and assigns to use any "Utility Easements", the "Driveway and Utility Easements", the "Drainage and Utility Easement", the "Utility and Drainage Easements" and the "Cart Path Easements", all as shown on the Site Plan.

9. Possible interest of the Old Orchard Junction Railroad, its successors and assigns, and any persons claiming by, through or under them.

Title reference is made to the deed from Barbara A. Boutet, Inc. to Daily Double Enterprises, LLC dated April 26, 2017, recorded in the York Registry of Deeds in Book 17463, Page 384.

**AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR SAWGRASS HOMEOWNER'S ASSOCIATION,  
OLD ORCHARD BEACH, MAINE**

Pursuant to Article 3, Section 3.1 of the Declaration of Restrictive Covenants for Sawgrass Homeowner's Association dated May 16, 2019, recorded in the York County Registry of Deeds in Book 17952, Page 696 (hereinafter the "Declaration"), the undersigned, being the Declarant and owner of at least eighty percent (80%) of all lots in the Sawgrass Subdivision, hereby declares that the Declaration be, and hereby is, amended in the following respects:

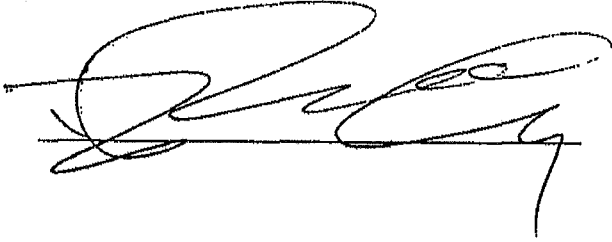
*To change the caption of the Declaration as follows:*

Declaration of Restrictive Covenants for Sawgrass Community Association, Old Orchard Beach, Maine.

*To amend Article 1, Section 1.2. as follows:*

To change the name of the Association from Sawgrass Homeowner's Association to Sawgrass Community Association.

26th IN WITNESS WHEREOF, undersigned has caused this Amendment to be signed this day of June 2019.

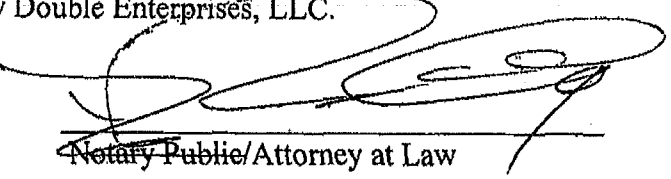


Daily Double Enterprises, LLC  
by: George J. Kerr  
George J. Kerr, its Manager

STATE OF MAINE  
YORK, ss.

June 26, 2019

Personally appeared George J. Kerr in his capacity as Manager of Daily Double Enterprises, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Daily Double Enterprises, LLC.

  
Notary Public/Attorney at Law

Print Name: David P O'Rourke

My commission expires:

E 69 -> Wrentham Level  
431 Main St - 5010 04072



**SECOND AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR SAWGRASS COMMUNITY ASSOCIATION  
OLD ORCHARD BEACH, MAINE**

Pursuant to Article 3, Section 3.1 of the Declaration of Restrictive Covenants for Sawgrass Homeowner's Association dated May 16, 2019, recorded in the York County Registry of Deeds in Book 17952, Page 696 (hereinafter the "Declaration"), as amended by Amendment dated June 26, 2019, recorded in the said Registry in Book 17985, Page 155, the undersigned, being the Declarant and current owner of at least a majority of all lots in the Sawgrass Subdivision, hereby declares that the Declaration be, and hereby is, amended in the following respects:

*To amend Article 1, Section 1.2. in its entirety to read as follows:*

1.2 Declarant shall, not later than the date of sale of the first Lot to a third party, cause to be formed an incorporated nonprofit homeowners association to be known as Sawgrass Community Association (the "Association"). Every person, corporation, limited liability company, partnership, trust, estate or other entity that is an owner of a Lot, as reflected by the records of the York County Registry of Deeds, shall be a member of the Association, provided that any person or entity holding a mortgage or other interest primarily as security for an obligation shall not be a member of the Association except as provided in Paragraph 3.10. The owner or owners of each Lot within the Property shall have one vote in the governance of the Association; provided, however, that when two numbered lots are owned by the same owner(s) for one residence, the two numbered lots shall be considered one Lot for purposes of voting and for purposes of assessment pursuant to Section 1.4. The Declarant may form the Association at any time prior to such date, if it shall so choose. In the event the Declarant fails to form the Association as described, the owners of the Lots shall have the powers of the Association and shall be authorized to form the Association.

22 IN WITNESS WHEREOF, undersigned has caused this Amendment to be signed this day of January 2021.

Daily Double Enterprises, LLC

by:   
George J. Kerr, its Manager

2 Pgs -> Weinstein Lovell + Ordway

## **AGENDA ITEM #8843**

**Discussion with Action:** Approve the Special Event Permit application for Ciera Cloutier to hold her wedding on the beach at the end of Temple Avenue on Saturday, September 20th, 2025, from 10:00 a.m. to 4:30 p.m., including set up and takedown. Insurance provided.

Chair: Shawn O'Neill

## APPLICATION INFORMATION

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

1. Name of applicant Ciera Cloutier
- Address of applicant 3399 N Belfast Ave, Augusta ME 04330  
City State Zip
- Phone number of applicant (207) 530-1665 Fax ( ) N/A
- Cell phone ( ) ↑ E-mail 2020cieracloutier@gmail.com
- On whose behalf is this event being conducted? (Organization, Firm, Corporation, if applicable)  
N/A (wedding)
- Website address (if an Organization, Firm or Corporation) N/A

Type of Event:

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

Wedding

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

Wedding: Chairs will be placed + removed +  
DJ will provide small speakers + mic  
for music during ceremony

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.

N/A

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 Same as above Work Phone ( ) \_\_\_\_\_

Address \_\_\_\_\_  
City State Zip

Cell phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

E-mail \_\_\_\_\_

4. SET-UP Date for Event 09/20/25 Day of Week SAT from 10am to 4:30pm

Date of Event " Day of Week " from " to "

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

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

RAIN DATE(s) N/A Times N/A

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

5. Location of the Event Beach clearing off Temple Ave Ramp, Ocean Park  
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event

0-150; \_\_\_\_\_ 150-500; \_\_\_\_\_ 500-1000; \_\_\_\_\_ 1,000+

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

N/A

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

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

N/A

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

Description of merchandise N/A

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

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

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

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

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

N/A

12. List any Event Sponsors:

N/A

N/A

N/A

N/A

Will admission be charged for the event? \_\_\_\_\_ YES X NO

Will participants be charged for parking? \_\_\_\_\_ YES X NO

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

\_\_\_\_ YES (if yes, please list dates): \_\_\_\_\_

NO

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

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

N/A - will have day of Coordinator for coordination of People

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

Times:                   -                   How many?                   N/A                  

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 all Set up / Clean up within                    
                  those hours

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).

Small speakers for microphone vows, +  
Ceremony music

Where will the event attendees/participants park? Along Ocean Park  
Parking spots over town

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:

N/A

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

If yes, give details: N/A

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

All chairs + Decor will be removed immediately after event

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

If yes, number needed and location —

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

YES  NO If yes, please describe:

N/A

Is any other public works assistance needed? N/A

If using First Street or Memorial Park Parking Lot, has the applicant reserved two spaces for Amtrak Parking? NO

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

If yes, explain: N/A

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.

"wedding this way" sign in sand at base of Temple  
over ramp, chairs, Arch

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

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

N/A

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   X   NO

Will the alcohol be:  Sold;  Given away;  Both

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

N/A

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

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

What time/date will the fireworks display occur? N/A

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
N/A

## **SPECIAL EVENT PERMIT AGREEMENT**

I, Ciera Cloutier on behalf of N/A  
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

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

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

Signature: Ciera Cloutier  
(authorized representative)

Date: 07/29/25

Print name: Ciera Cloutier

Print Organization Name (if applicable): N/A

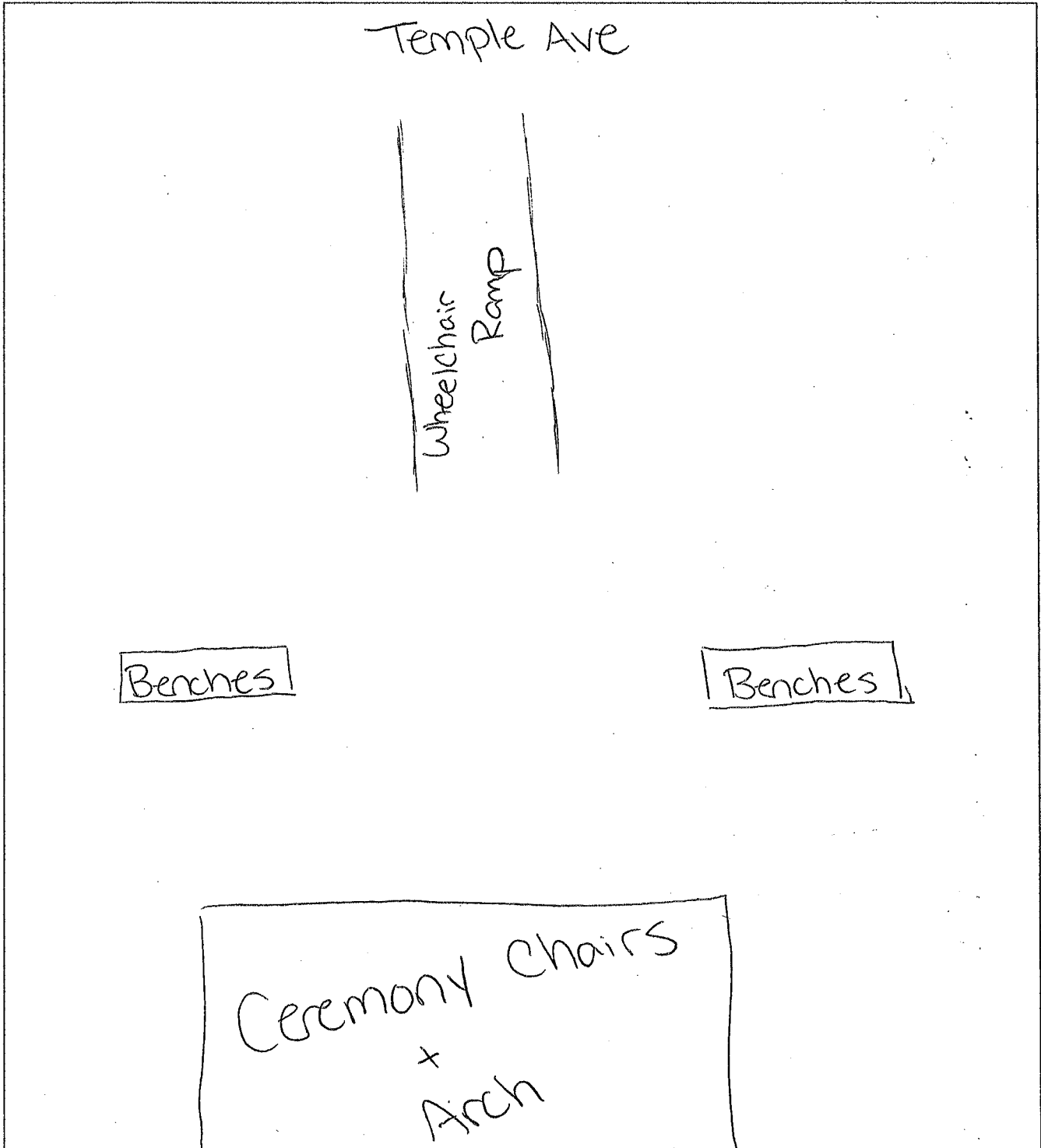
**SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)**

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

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

Vendor Locations  
Garbage Cans  
Water Sources

Street Closures/Parking Information  
Water/Electricity Sources  
Loudspeakers





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2025

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

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

<b>PRODUCER</b> Foresite Sports, Inc. DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	<b>CONTACT NAME:</b> Eventsured Customer Service <b>PHONE (A/C, No, Ext):</b> 888-882-5902 <b>E-MAIL ADDRESS:</b> info@eventsured.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Ciera Cloutier 3399 N Belfast Ave Augusta, ME 04330	<b>INSURER A:</b> Houston Casualty Company	<b>NAIC #</b> 42374
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: TM455218

REVISION NUMBER:

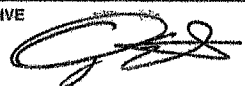
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		H248E00172/TM455218	09/20/2025	09/21/2025	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$ 0
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Wedding (Ceremony and/or Reception) to be held on 09/20/2025 - 09/20/2025 with 130 attendees at Dragonflysk LLC DBA Seashell Cottages and Events 6 Bradbury st Old orchard beach, ME 04064. Additional Insureds include: Dragonflysk LLC DBA Seashell Cottages and Events 6 Bradbury st Old orchard beach, ME 04064; Town or Old Orchard Beach, Maine (Ceremony).

**CERTIFICATE HOLDER****CANCELLATION**

Dragonflysk LLC DBA Seashell Cottages and Events 6 Bradbury st Old orchard beach ME, 04064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

As required by Written Contract (Landlord only) – CG 24 04 05 09 (Only applicable if this coverage option is purchased by individual Certificate Holders)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

# Sales Receipt

Special Event Coverage



Sale# **s251944** | Certificate# **TM455218**

Date: **07/29/2025**

### Sold To

Ciera Cloutier  
3399 N Belfast Ave  
Augusta, ME 04330  
207-530-1665  
2020cieracloutier@gmail.com

### EVENT INFORMATION

**Type of Event:** Wedding (Ceremony and/or Reception)

**Event Location (State):** ME

**Event Start Date:** 09/20/2025

**Payment Method** Apple Pay

### Payment From

Cardholder Number: \*\*\*\* \* 3193

Card Type: Visa

Description of Coverage	Amount
Special Event Liability Insurance	\$161.60
State Tax	\$4.85
SEPA Fee	\$59.50
<b>TOTAL</b>	<b>\$225.95</b>

***Thank You For Your Purchase!***

MISCELLANEOUS PAYMENT RECPT#: 664090  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 07/30/25            TIME: 15:53:51  
CLERK: clopresti        DEPT:  
CUSTOMER#:

COMMENT: WEDDING PERMIT

CHG: TCREC    TOWN CLERK RECE            50.00

AMOUNT PAID:            50.00

PAID BY:            SMALL PAULA  
PAYMENT METH: CASH

REFERENCE:        SMALL PAULA

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

## **AGENDA ITEM #8844**

**Discussion with Action:** Approve the Special Event Permit application for Pier Leasing to hold their annual JeepFest on Saturday, September 6th, 2025, from 8:00 a.m. to 10:00 p.m. Request to close the Square during the event. Insurance provided.

Chair: Shawn O'Neill

# APPLICATION INFORMATION

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

1. Name of applicant PIER LEASING COMPANY

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

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

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

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

Website address (if an Organization, Firm or Corporation)

Type of Event:

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

JEEP FEST

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

PARKING IN THE SQUARE

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

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

... you are using staging? \_\_\_\_\_ YES  NO

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

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

Other: \_\_\_\_\_

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

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

Name \_\_\_\_\_ Work Phone ( ) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

E-mail \_\_\_\_\_

4. SET-UP Date for Event 9/6/25 Day of Week SATURDAY from 8:00 am to 10:00 am

Date of Event 9/6/25 Day of Week SATURDAY from 10:00 am to 10:00 pm

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Date of Event \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

TAKE-DOWN date \_\_\_\_\_ Day of Week \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

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

5. Location of the Event SQUARE  
(if applicable, a map or diagram showing the area to be used, or parade route)

6. The estimated number of participants in the event  
\_\_\_\_\_ 0-150;  150-500; \_\_\_\_\_ 500-1000; \_\_\_\_\_ 1,000+

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

N/A

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

- Alcoholic Beverages (only at Ballpark, using Ballpark Licensee)  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) :

PIER SECURITY AND O. O. B. POLICE DEPT

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

Times: \_\_\_\_\_ How many? 15

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

N/A

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

Where will the event attendees/participants park? THE SQUARE

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

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

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

If yes, give details:

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

THE PIER WILL REMOVE TRASH

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

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

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

YES  NO If yes, please describe:

Is any other public works assistance needed? NO

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

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

If yes, explain: \_\_\_\_\_

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

N/A

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

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

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

Will the alcohol be: \_\_\_\_\_ Sold; \_\_\_\_\_ Given away; \_\_\_\_\_ Both

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

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

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

What time/date will the fireworks display occur? \_\_\_\_\_

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

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

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

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

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

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

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

When will the date the applicant will receive approval?

## SPECIAL EVENT PERMIT AGREEMENT

I, PAUL I GOIZBEIN on behalf of PIER LEASING COMPANY  
(Print Applicant Contact Name) (Print Organization/Group Name)

Agree to abide by the following Special Event requirements:

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

... area is provided in an "as is" condition. The event organization assumes all responsibility for the security and safety of all participants and spectators of the event.

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

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

Signature: Paul L. Gozbein  
(authorized representative)

Date: 7/29/25

Print name: PAUL L GOZBEIN

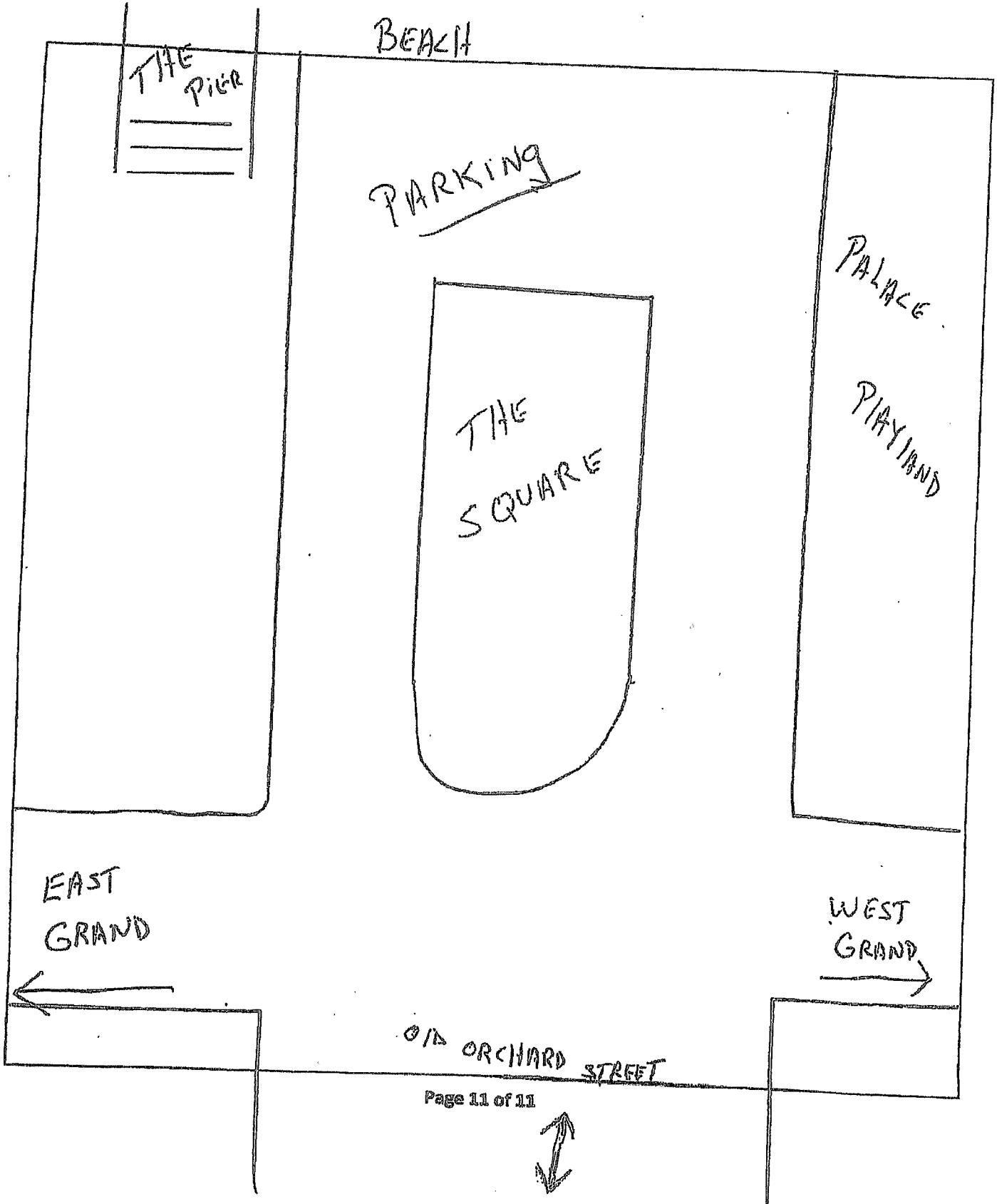
Print Organization Name (if applicable): PIER LEASING COMPANY

... 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#: 663958  
TOWN OF OLD ORCHARD BEACH  
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 07/28/25            TIME: 14:46:34  
CLERK: clopresti        DEPT:  
CUSTOMER#:

COMMENT: SPEC EVENT PERMIT

CHG: TCREC    TOWN CLERK RECE            50.00

AMOUNT PAID:            50.00

PAID BY:            GOLZBEIN, PAUL  
PAYMENT METH: CHECK  
                  22095

REFERENCE:        GOLZBEIN, PA

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

## **AGENDA ITEM #8845**

**Discussion with Action:** Renew the liquor license for New England Restaurant Group LLC, Anthony Giudice, Pirates Patio and Galley, (304-2-9), 2 Walnut Street, m-s-v in a restaurant/lounge.

Chair: Shawn O'Neill

**AGENDA ITEM #8846**

**Discussion with Action:** Renew the liquor license for Jumping Jakes LLC, Bryan Gale, Jumping Jakes, (208-3-3) 181 Saco Avenue, m-s-v in a restaurant.

Chair: Shawn O'Neill

**AGENDA ITEM #8847**

**Discussion with Action:** Renew the liquor license for New England Restaurant Group LLC, Anthony Giudice, Pirates Patio and Galley, (304-2-9), 2 Walnut Street, m-s-v in a restaurant/lounge.

Chair: Shawn O'Neill

**AGENDA ITEM #8848**

**Discussion with Action:** Renew the liquor license for Atlantic Property Preservation Service Inc., Jeff Corbin, Soho's Oceanic Inn Lounge/OOB Café, (310-6-3), 43 West Grand Avenue, m-s-v in a hotel, food optional.

Chair: Shawn O'Neill

**ADJOURNMENT**

Chair: Shawn O'Neill