



Town Council - Meeting Agenda

September 15th, 2026 @ 6:30pm
Council Chambers - 1 Portland Avenue

www.oobmaine.com/town-council

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

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACKNOWLEDGEMENTS:

GOOD & WELFARE:

PRESENTATION:

Nicole Axelsen – Town Assessor – quick introduction and explanation of tax strategy and contact info for residents

ACCEPTANCE OF MINUTES:

Accept the minutes from the September 1st, 2026, Regular Town Council Meeting.

Chair: Shawn O'Neill

PUBLIC HEARING

Public Hearing: Shall the Town Council consider the Citizen's Initiative Petition, per Town Charter 302, to amend the Town of Old Orchard Beach Code of Ordinances, Chapter 34, Housing, by adding sections 34-400 to 34-422, Town of Old Orchard Beach Rent Stabilization Ordinance, establishing rent stabilization for long-term rentals over 30 days.

NOTICE OF PUBLIC HEARING
MUNICIPAL OFFICERS OF THE TOWN OF
OLD ORCHARD BEACH

The Municipal Officers of the Town of Old Orchard Beach, Maine hereby give Public Notice that there will be a Public Hearing held at the Town Hall, Council Chambers, on September 15th, 2026 at 6:30 p.m. to consider the following:

Shall the Town Council consider the Citizen's Initiative Petition, per Town Charter 302, to amend the Town of Old Orchard Beach Code of Ordinances, Chapter 34, Housing, by adding sections 34-400 to 34-422, Town of Old Orchard Beach Rent Stabilization Ordinance, establishing rent stabilization for long-term rentals over 30 days, as attached?

A True Copy
Attest:

s/Kim McLaughlin
Kim M. McLaughlin, Town Clerk

RENT STABILIZATION ORDINANCE

Sec. 34-400. Title; Purpose.

An Ordinance of the Town of Old Orchard Beach Adding Chapter 34, Article V to the Old Orchard Beach Municipal Code establishing rent stabilization for long-term rentals over 30 days. This Article shall be known as the “Town of Old Orchard Beach Rent Stabilization Ordinance.”

The purpose of this Ordinance is to address increasing rental costs within the Town; to stabilize and make more predictable future rent increases; and to provide Landlords with a fair and reasonable return on their investment. As the Town of Old Orchard Beach currently does not regulate rental amounts or rent increases on apartment buildings to ensure that rents remain affordable, the citizens of Old Orchard Beach enact the following:

Sec. 34-401. Definitions.

Notwithstanding any other provision of this document to the contrary, as used in this Article, the following words and phrases have the meanings ascribed to them in this Section.

Administrator means the Administrator of the Town’s Rent Stabilization Program. The Administrator shall be the Community Development Director or other such Town employee as the Town Manager may appoint to serve as Administrator.

Annual Rent Adjustment means the maximum percentage amount by which the Rent for an existing tenancy in a Housing Unit may be increased within a 12-month period.

Arbitrator refers to a person, who is appointed by the Administrator, and is neither a renter or a Landlord, nor has an interest in an Apartment Building of a nature that would require disqualification under the provisions of this Article.

Arms-Length Transaction is a deal between two parties, who are unrelated and act independently, ensuring that both negotiate terms based on their own best interests without any influence from personal relationships. For example, this type of transaction is common in the real estate industry as it helps establish fair market value and maintain market integrity.

Applicability Date means the date that the Rent Stabilization Ordinance goes into effect after being enacted by the Voters of the Town.

Base Rent means the reference point from which the Annual Rent Adjustment shall be determined. For tenancies commencing on or before January 1, 2026, which remain in effect as of the Applicability Date, the initial Base Rent is the monthly rent in effect on January 1, 2026. For tenancies commencing after January 1, 2026, that are in effect as of or after the Applicability Date, the initial Base Rent is the monthly rent as set forth in the Lease or Rental Agreement, or if there is no Lease or Rental Agreement, the amount charged by the Landlord upon the commencement of the first residential tenancy in the Housing Unit after January 1, 2026.

Capital Improvements means those new improvements, replacements, upgrades, or remodeling, which materially add to the value of a property and appreciably prolong its useful life or adapt it to new uses. Capital Improvements consist of more than ordinary maintenance and/or repairs and may be amortized over the useful remaining life of the improvement to the property. Capital Improvement costs shall include all costs reasonably and necessarily related to the planning, engineering, and construction of the improvement or replacement and shall include debt service costs, if any, incurred as a direct result of the Capital Improvement or replacement.

Consumer Price Index or "CPI" shall mean the Consumer Price Index for All Urban Consumers in the Greater Boston area equal to 100 percent of the change in the (CPI-U) for the Greater Boston Metro Area for the preceding twelve (12) months, as published in August by the United States Bureau of Labor Statistics.

Effective Date means the date that the Rent Stabilization Ordinance was approved by the voters of Old Orchard Beach and went into effect.

General Assistance Program means the service administered by a municipality for the immediate aid of persons, who are unable to provide the basic necessities essential to maintain themselves or their families as further defined in 22 M.R.S. § 4301(5), as may be amended from time to time. 22 M.R.S. § 4301(5) defines a "general assistance program" as a service administered by a municipality to provide immediate aid to individuals unable to meet their basic necessities. This program offers specific amounts and types of aid for defined needs for a limited time, rather than being a continuous welfare program. *Title 22, §4301 Definitions 3* refers to the term "Eligible person," which means a person qualified to receive general assistance from a municipality according to eligibility standards set by municipal officers. This definition excludes individuals who are fugitives from justice. For further information, please see <https://www.mainelegislature.org/legis/statutes/22/title22sec4301.html>.

Housing Services means those services that the Landlord is contractually required to provide as of the date on which the currently effective Base Rent for that Housing Unit was established in connection with a Lease Tenancy or Tenancy at Will in a Housing Unit, which may include, but is not limited to: repairs, replacement, maintenance, painting, light, heat, water, elevator service, laundry facilities and privileges, janitor service, trash removal, furnishings, appliances, telephone, parking, and any rights permitted to the Tenant under the terms of a Lease or Rental Agreement, including the right to have a specific number of occupants and the right to keep pets; and any other benefits, privileges or access to facilities.

Housing Unit means one or more rooms, including a building, physically located within the Town and that form a single unit used or intended for use as a residence under the terms of a Lease or Rental Agreement.

Landlord means the Owner(s) of a Housing Unit, or the Sub-lessor(s) of a Housing Unit, and any Person acting as an agent, representative, successor, or assignee of any such Owner or Sub-lessor with respect to the Housing Unit.

Lease means a written agreement between, and signed by a Landlord and a Tenant, or a Sub-lessor and a Subtenant, for the Lease or Sub-lease of a Housing Unit for residential purposes during a Lease Term, including any amendments to, and extensions of, that agreement, but shall not include any agreement to the extent that it creates a Tenancy at Will.

Lease Tenancy means any Tenancy, other than a Tenancy at Will, created in a Lease.

Lease Term means the period, including any extensions of the same, during which time, the Tenancy granted to the Tenant in a Lease is to run as provided in that Lease, unless earlier terminated as provided in that Lease for breach of its terms or other contingent event.

Notice to Increase Rent means a written notice provided by a Landlord to a Tenant that sets forth the amount of the increase in the monthly rent.

Owner means any Person that holds title, singly or with others, to one or more Housing Units in any manner that permits that Owner, by itself or in combination with other Owners of any such Housing Unit, to create a Lease Tenancy or Tenancy at Will in those Housing Units.

Person means an individual, corporation, business or other trust, estate, limited or general partnership, limited liability company, association, joint venture, affiliate, or any other legal or commercial organization, and also includes any employee, agent, member, manager, independent contractor, servant, or other representative of the same with respect to a Housing Unit.

Rent means the monetary payment by a Tenant to a Landlord for the use and occupancy of a Housing Unit and any other charge or fee imposed for a Housing Service in the terms of a Lease or Rental Agreement other than increases resulting from, and not exceeding, increases in costs or expenses imposed by parties other than the Landlord, but which are incurred by the Landlord and that under the terms of the Lease or Rental Agreement are to be paid by the Tenant.

Rental Agreement means any written or oral agreement that creates or extends a Tenancy at Will for residential purposes in a Housing Unit.

Tenant means any individual, other than a Landlord, who becomes entitled to possession of a Housing Unit for residential purposes as a Tenant at Will or as the holder of a Lease Tenancy.

Tenant at Will means any Person, who is in possession of, or is entitled to be in possession of a Housing Unit as a party to and under the terms of a Rental Agreement. (*Maine Title 14, §6002: Tenancy at will; buildings on land of another.*) A Landlord may terminate the victim's tenancy in a tenancy-at-will or a lease with a term of less than one year with 7 days' written notice and documentation required pursuant to *Maine Title 14, §6001, subsection 6, paragraph H*, due to an incident or threat of domestic violence, sexual assault, stalking or other criminal activity.

Tenancy at Will means a Tenancy at Will as that term is used in *Maine Title 14 §6001, §6002* pertaining to the termination of Tenancies at Will in Maine. This statute outlines the requirements for both landlords and tenants regarding notice periods and the right to contest termination, as may be amended from time to time, in or for any Housing Unit. (*Maine Title 14 §6001 addresses the availability of remedies for forcible entry and detainer actions against tenants and others, while §6002 pertains to tenancy at will and the rights of landlords and tenants regarding property on another's land.*

Special Circumstances for 7-Day Notice: In certain situations, a landlord may terminate a tenancy with a 7-day written notice if they can demonstrate specific grounds, including: 1) Substantial damage caused by the tenant or their invitees; 2) Nuisance or violation of laws affecting the premises; 3) Non-payment of rent for 7 days or more; and 4) Acts of domestic violence or threats of violence.

Service of Notice: If a landlord has made at least three good faith efforts to serve the tenant personally, they may also send the notice via first-class mail to the tenant's last known address and leave it at the tenant's usual place of residence. This statute is crucial for understanding the rights and responsibilities of both landlords and tenants in Maine regarding tenancy termination. For more information: <https://www.mainelegislature.org/legis/statutes/14/title14ch709sec0.html>

Town Information Sheet is prepared by the Town and will provide information about the Rent Stabilization Ordinance and includes the Administrator's contact information. A copy of this information sheet is to be provided by the Landlord to the Tenant prior to signing a rental lease.

Section 34-402.-Applicability.

The Town of Old Orchard Beach hereby adopts a rent stabilization ordinance pursuant to a citizen's referendum to impose a limit on the amount of an annual rent increase for a residential dwelling unit within the Municipality. This Article applies to every Apartment Building within the Town, except those to which an exemption applies, such as the following:

Sec. 34-403. Exemptions:

The following types of residential dwelling units within a Municipality that adopts the provisions of this Article are exempt from rent stabilization:

1. *Owner-occupied units:* Residential dwelling units in owner-occupied buildings with four or fewer residential dwelling units;
2. *Housing authority units:* Residential dwelling units subject to regulation by a Housing Authority as defined in *Title 30-A, Section 4702*, which provides information relevant to municipal housing authorities in Maine, and is responsible for administering housing programs, including the Section 8 program, officially known as the Housing Choice Voucher Program. This is a federal initiative designed to assist low-income families, the elderly, and individuals with disabilities in affording decent, safe, and sanitary housing.

The program, administered by local Public Housing Authorities (PHAs), enables recipients to choose housing that meets the program's requirements, including apartments, townhouses, and single-family homes. The essential component of Section 8 is the voucher system, which subsidizes rental payments, which means that participants pay a proportion of their income towards rent, and the voucher covers the remainder, easing the financial burden on families striving to find housing stability. Apartment buildings in Maine whose Renters receive a Section 8 voucher for subsidized housing are not subject to the provisions of a rent stabilization ordinance as are other renters in the same building. *Title 30-A, Section 4702 of the Maine State Constitution pertains to municipal housing authorities, granting them exclusive jurisdiction within their municipal boundaries to administer tenant-based housing choice vouchers under Section 8 of the United States Housing Act of 1937. This section outlines the authority and responsibilities of municipal housing authorities in managing housing assistance programs.*

3. *Any Housing Unit or housing accommodations* in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly and/or the disabled, or a continuing care retirement community facility; *United States Code § 1437f(o)(12) pertains to the provisions for housing assistance payments, specifically addressing the requirements and conditions under which these payments are made to assist low-income families in obtaining decent housing. It outlines the responsibilities of public housing agencies in managing these assistance programs.*
4. *Dormitories.* Dormitories owned or managed by an educational institution where sleeping accommodations are provided in single rooms or in a series of closely associated rooms.
5. *Short-term rentals* provided to short-term guests for a temporary stay of less than 30 days.
6. *Single-family Owner-occupied residences,* including a residence in which the Owner-occupant rents or leases an “authorized accessory dwelling unit.
7. *Housing Units and housing accommodations* in which the Tenant shares bathroom or kitchen facilities with an individual Owner who maintains their principal residence at the residential real property.

Section 34-404.-Stabilization of Rents.

The Town of Old Orchard Beach hereby adopts a rent stabilization ordinance pursuant to a citizens’ referendum to impose a limit on the amount of an annual rent increase for a residential dwelling unit within the municipality.

A. It shall be unlawful to demand, accept, receive, or retain Rent for an Apartment in excess of the Base Rent plus any increases that are authorized by this Article, unless an exemption applies.

B. Base Rent Calculation.

1. Except as provided herein, a Landlord shall not demand, accept, or retain Rent for an Apartment exceeding the Rent in effect for that Apartment on January 1, 2026. In the event that an Apartment was not occupied on January 1, 2026, the Base Rent for that Apartment shall be the highest Apartment Rent charged by the Landlord for an Apartment in the Apartment Building on January 1, 2026, plus any Rent Increases allowed thereafter pursuant to this Article.

2. If an Apartment is exempted from the provisions of this Article because it is the subject of a rental agreement, and that agreement expires or is terminated by operation of law and is not renewed, then the Base Rent, until the next annual adjustment pursuant to this Article, shall be the average of the three highest rents of Comparable Apartments on January 1, 2026, plus any Rent Increases allowed thereafter pursuant to this Article.

3. It shall be assumed that the Base Rent yields a fair return.

C. A Landlord may seek an adjustment to the initial Base Rent if it can be clearly established that an adjustment is necessary for the Landlord to receive a fair return. In seeking an adjustment to the initial Base Rent under this section, the procedures set forth in *Section 34-408-Information Required from the Landlord and Section 34-409.-Rent Dispute Resolution Process* shall apply. The guidelines for determining an adjustment to the initial Base Rent are set forth in *Section 34-414.- Special Base Year NOI/Base Rent Adjustments*.

Section 34-405.-Vacancy Control – Establishment of a New Base Rent.

A. A Landlord shall be permitted to increase the Apartment Rent by up to 10 percent on a one-time basis whether or not the 5% plus the annual change in the Consumer Price Index is lower than 10 percent to cover the costs of refurbishment of an Apartment whenever a lawful vacancy occurs, and this amount shall be considered the new Base Rent for an Apartment providing the tenancy is terminated voluntarily. For the purposes of this Article, a “lawful Apartment vacancy” shall mean:

1) A vacancy occurring because of the termination of the tenancy of a Renter; 2) A vacancy occurring because of the abandonment of an apartment, and; 3) A vacancy occurring due to the sale of an Apartment Building onsite to any Landlord-approved purchaser pursuant to the Maine Statute: *M.R.S. Title 14: Chapter 710, Rental Property, §6021. Implied warranty and covenant of habitability.*¹

¹ <https://legislature.maine.gov/statutes/14/title14sec6021.html>

B. Any alleged violation of this *Section 34-405.-Vacancy Control – Establishment of a New Base Rent* shall be subject to arbitration pursuant to *Section 34-409.-Rent Dispute Resolution Process*.

A Landlord may establish a new Base Rent for a Tenant under a new Lease or Rental Agreement entered into after a Housing Unit has become completely vacant. This does not apply to partial changes in the occupancy of a Housing Unit where one or more of the occupants of the Housing Unit remains an occupant in lawful possession of the Housing Unit or where a lawful subleasee or assignee remains in possession of the Housing Unit. However, nothing herein shall be construed to enlarge or diminish an Owner's right to withhold consent to a sublease or assignment.

Section 34-406.-Anniversary Date.

The anniversary date for all Rent Increases in an Apartment Building shall be the date of the last rent increase or January 1, 2026, enacted by the Landlord or Owner. Rent Increases, if any, except as specified below, shall be enacted only on the anniversary date. The Landlord or Owner shall post the anniversary date in the building office or areas where it can easily be seen by Renters.

Section 34-407.-Rent Increase Limitations.

A. As of the effective date of this Article, no Rent Increases shall be implemented within 12 months of the effective date of the preceding Rent Increase unless otherwise authorized under this Article. The permissible annual increase shall be the lesser of:

1. 5 percent of the Base Rent plus the annual change in the Consumer Price Index or
2. 10 percent of the Base Rent, whichever is lower.

B. A Landlord shall not implement any additional Rent Increase within a 12-month period above the authorized amount pursuant to *Section 34-407(A).-Rent Increase Limitations*, unless otherwise provided in this Ordinance.

C. In the event that a Landlord wishes to implement a Rent Increase on the anniversary date or within a 12-month period more than the amount permitted in subsection (A) of this *Section 34-407.-Rent Increase Limitations*; the procedures set forth in *Section 34-408.-Information Required from the Landlord*; and *Section 34-409.-Rent Dispute Resolution Process* shall apply.

D. If the Landlord wishes to implement a rent increase higher than what is allowed under this Ordinance, the matter may be referred by the Administrator to the Town Council for adjudication. If the matter cannot be resolved by the Town Council, a professional arbitrator may be hired at the expense of the Landlord/Owner of the Apartment Building. The Arbitrator may reduce or deny the proposed Rent Increase pursuant to *Section 34-407(B) or (C).-Rent Increase*

Limitations to a figure based on the evidence submitted by the Landlord/Owner to be a fair return on their investment.

E. Any notice of a Rent Increase shall be provided in writing to Affected Renters at least 90 days before any Rent Increase is to take effect. The notice shall include: a) the amount of the rent increase; b) the amount of the new rent; c) the date on which the rent increase becomes effective.

F. The Tenant shall have at least forty-five (45) days from the date the Tenant receives a written notice of the rent increase to respond to the Landlord regarding acceptance or rejection of the rent increase.

G. Transferal of ownership does not affect rent control. All rent control rules and regulations still apply to the building. If the previous landlord already increased the rent, the new landlord will not be able to increase the rent until the 12-month period is over.

Section 34-408.-Information Required from the Landlord.

A. Within 30 days after the effective date of this Article and upon the re-renting of each Apartment thereafter, the Landlord shall supply each Affected Renter or prospective Renter with a copy of the Town Information Sheet.

B. Whenever the Landlord serves the notice of a proposed Rent Increase, except a notice of proposed Rent Increase implemented pursuant to *Section 34-407.-Rent Increase Limitations*, the Landlord shall simultaneously serve a written notice that sets forth the following:

1. The amount of the Rent Increase both in dollars and as a percentage of existing Rent and documentation supporting the proposed increase, including, but not limited to: a summary of the unavoidable increases in Maintenance and Operating Expenses; a statement of the cost, nature, amortization, and allocation among the Apartments of any Substantial Rehabilitation or Capital Improvement; a summary of the increased cost of the Landlord's debt service and the date and nature of the sale or refinancing transaction; a summary of the Landlord's Net Operating Income of the preceding 24 months; and other relevant information that supports the level of the Rent Increase desired;

2. The availability of a current listing of all the other Affected Apartment dwellers and the apartments which they rent.

3. The address and telephone number of the Administrator and a statement that the Renter is encouraged to contact the Administrator for an explanation of this Article.

4. A copy of this Ordinance prepared and provided by the Administrator that initiates the rent review process established by this Article.

5. The time and place for a mandatory meeting with the Landlord and the Renters to be held on the Apartment Building premises. The meeting shall be held within 10 days from the

service of the Notice of the proposed Rent Increase. The Landlord and the Renters shall endeavor to resolve the dispute informally.

6. In the event the dispute is not resolved informally, the Landlord shall, within 10 days of the meeting required in *Section 34-408(B)(5).-Information Required from the Landlord*, file with the Administrator two copies of the notice and summary of expenses required in *Section 34-408(B)(1).-Information Required from the Landlord*, along with two copies of all relevant financial records, bills or documents that substantiate the proposed increase. This financial information shall be verified in writing by an auditor or certified public accountant or certified in writing as true and correct under penalty of perjury by the Landlord. This information will be made available at Town Hall for inspection and copying by the Affected Renters.

C. A Landlord's failure to provide any information, documents, or notices required by this Section shall not be entitled to collect any Rent Increase that might otherwise be awarded by an Arbitrator. Such failure shall also be a defense for the Renter in any action brought by the Landlord to recover possession of an Apartment or to collect any Rent Increase from the Renter.

D. An Affected Renter, who is given notice of a Rent Increase, is entitled to file a petition for rent review as provided in *Section 34-409.-Rent Dispute Resolution Process* regardless of whether the Landlord has provided the Affected Renter with all the information, documents, and notices required by this Article.

Section 34-409.-Rent Dispute Resolution Process.

A. If a Rent Increase is proposed pursuant to *Section 34-407(B)-(C).-Rent Increase Limitations*, then after service of the Rent Increase notice and the production of the accompanying information required by *Section 34-408.-Information Required from the Landlord and Section 34-409.-Rent Dispute Resolution Process*, the Landlord shall set a time and place for an informational meeting with the Affected Renters on the Apartment Building premises or an alternative location with the agreement of the Affected Renters or the Affected Renters' Representative. The informational meeting shall be held within 20 days of the date from the service of the Notice of a Proposed Rent Increase. The Landlord shall give the Affected Renters or the Affected Renters' Representative, and the Administrator at least 10 days' advance written notice of this meeting.

B. Petition Procedures.

1. If discussions between the Landlord and the Affected Renters do not resolve the dispute, the Affected Renters or the Affected Renters' Representative may file with the Administrator a petition for rent review with a copy of the Notice of Rent Increase within 30 days after receipt of the Rent Increase notice.

2. As soon as possible after a petition has been filed with respect to Apartments that are within an Apartment Building, the Administrator shall, to the extent possible, consistent with

the time limitations provided herein, consolidate petitions involving similarly situated Affected Renters.

3. Upon the filing of a petition, the Rent Increase shall not be implemented until and to the extent it is awarded by an Arbitrator or until the petition is abandoned by the Affected Renters or the Affected Renters' Representative. "Abandoned" as used herein shall mean a failure to actively pursue the necessary steps to prepare the Renters' case for the arbitration.

C. Contents of Petition.

1. The petition for rent review shall: a) set forth the total number of affected Renters in the Apartment Building; b) identify the names of the Renters who occupy each Apartment; and c) state the date upon which the notice of the Rent Increase was received by the Renters.

2. After obtaining the required signatures of the Affected Renters, the Renters shall deliver the petition or mail it by certified mail to the Administrator at the following address: Town of Old Orchard Beach, 1 Portland Avenue, Old Orchard Beach, ME 04064. No petition shall be accepted unless it is accompanied by the required signatures of the Affected Renters and is received in the Office of the Administrator within the 30-day period set forth in subsection (B) of this *Section 34-409.-Rent Dispute Resolution Process*. The Administrator shall provide a copy of the completed petition to the Landlord and the Arbitrator.

D. After the Administrator has accepted a petition for rent review, the Administrator shall remit to the Landlord and the petition's Affected Renters or the Renters' Representative, an informational questionnaire in such form as the Administrator may prescribe. The completed informational questionnaire must be returned to the Administrator at least five business days prior to the date scheduled for a hearing of the petition by the Arbitrator. The Administrator shall provide copies of the completed informational questionnaire to the Arbitrator, the Landlord, and the Affected Renters or the Affected Renters' Representative.

E. Upon receipt of a petition or upon an Affected Renter's claim of a vacancy control rent increase violation pursuant to *Section 34-405.-Vacancy Control – Establishment of a New Base Rent*, the Administrator shall assign an Arbitrator. The Administrator shall set a date for the arbitration hearing. The Landlord and all Affected Renters shall be notified immediately in writing by the Administrator of the date, time, and place of the hearing either in person or by ordinary mail. Any documents to be presented at the hearing by either the Landlord or the Affected Renters, shall be served on the other party, the Administrator, and the Arbitrator at least 10 working days before the hearing by mail or in-person delivery. All financial documents submitted shall be verified in writing by an auditor or certified public accountant or certified in writing as true and correct under penalty of perjury by the Landlord.

F. Arbitration Hearing.

1. The Landlord and any Affected Renters, or their representatives, may appear at the hearing and offer oral and documentary evidence. The burden of proving that the amount of Rent Increase is reasonable shall be on the Landlord by a preponderance of the evidence. The hearing need not be conducted according to technical rules relating to evidence and witnesses.

2. Any jurisdictional or procedural dispute regarding the process as set forth herein may be decided by the Arbitrator.

3. The Arbitrator shall, within 14 days at the conclusion of the hearing, submit by mail a written statement of the decision and the reasons for the decision to the Administrator. The Administrator shall mail copies of the decision to the Landlord and the Affected Renters.

4. The decision of the Arbitrator shall be final and binding upon the Landlord and the Affected Renters, and subject to the provisions of the Maine Statute: *Title 14, Chapter 710, Rental Property*.²

G. It is the intent of the Town Council to have a final decision rendered within 90 days of the initial notice of the Rent Increase. The Administrator or the Arbitrator may, however, modify the time periods set forth herein at his or her discretion to promote the purposes of this Article.

Section 34-410.-Standards of Review.

A. The Arbitrator shall determine whether Rent Increases proposed or imposed by the Landlord are reasonable based upon the circumstances and this Article. The Arbitrator shall take into consideration that the purpose of this Article is to permit Landlords a just and reasonable return while protecting Renters from unnecessary or unreasonable Rent Increases.

B. The Arbitrator shall not allow more than one Rent Increase per Apartment over a 12-month period unless a Landlord can clearly establish that the Rent Increase is necessary to cover costs of operation, maintenance, Capital Improvements, and/or Substantial Rehabilitation not reasonably foreseeable at the time that the Notice of the preceding Rent Increase was given.

C. Maintenance of Net Operating Income.

1. It shall be presumed that the base year Net Operating Income adjusted by 75 percent of the increase or decrease in the Consumer Price Index (CPI) yields a fair return. Landlords shall be entitled to maintain and increase their Net Operating Income in accordance with this *Section 34-410.-Standards of Review*. The Arbitrator shall make a determination of whether the Landlord's Net Operating Income yields a fair return under this standard.

² <https://legislature.maine.gov/statutes/14/title14ch710sec0.html>

2. The formula for calculating the fair NOI return shall be as follows:

Fair NOI = Base Year NOI $\times$ (1 + .75) % of the preceding years' annual average change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the greater Boston region or any successor designation of that index as reported and published by the U.S. Department of Labor of Labor Statistics.³

3. Except as provided in *Section 34-414.-Special Base Year NOI/Base Rent Adjustments*, it shall be presumed that the Net Operating Income produced by the Apartment Building during the base year provided a fair return.

4. Calendar year 2026 shall be established as the base year for purposes of determining whether a Landlord's Net Operating Income provides a fair return. If a satisfactory base year is, in the Arbitrator's opinion, not otherwise available, such as where a Landlord did not own the subject property in the base year and/or the 2026 Operating Expenses are not available, the Arbitrator may take any relevant evidence into account to construct a base year.

5. The base year Consumer Price Index shall be the CPI level in January 2026.

6. The percentage change in the CPI shall be calculated by using the preceding year's average CPI prior to the Notice of Increase.

7. The comparison NOI year shall be the most recent calendar or fiscal year, unless another period is found by the Arbitrator to be more appropriate.

D. A landlord may seek a temporary rent increase or a one-time special assessment fee, which would have to be approved by the Town Administrator and presented to the Town Council during a public hearing for their review and subsequent approval or disapproval with recommendations based upon the cost of a completed new Capital Improvement, such as major upgrades or repairs to the Apartment Building sewer system; the removal and replacement of aging rusting, leaking metal pipes as part of the delivery system of water from a nearby well and/or the municipal water supply to the Apartment Building; the removal of multiple unsafe trees and/or heavy branches due to a major storm and/or flooding event within the confines of the area of the Apartment Building as defined in *Section 34-401.-Definitions: F. "Capital Improvements"*, together with a reasonable return upon the Capital Improvement Investment, only if the Landlord has:

1. Established by written verification or other competent evidence to the satisfaction of the Arbitrator that the costs of the new Capital Improvement are factually correct as claimed.

³ https://www.bls.gov/regions/northeast/news-release/consumerpriceindex_boston.htm

2. Cost-factored and amortized the costs of the Capital Improvement over the good faith estimate of the remaining life of the improvement, but in no event for a period of less than 60 months, and;

3. Allocated the increase among Affected Renters on a per apartment basis and separately itemized such increase on the Rent bill. Such increases shall not be considered included in the Base Rent for purposes of the annual permissible Rent Increases pursuant to *Section 34-407.-Rent Increase Limitations*.

E. Mitigating Factors. In evaluating a Rent Increase, the Arbitrator shall also consider the following factors in addition to any other factors the Arbitrator deems relevant in order to determine whether there are any circumstances that may justify a reduction in the proposed Rent Increase:

1. In the event the Landlord reduces or eliminates any Housing Services, a proportionate share of the cost savings due to such reduction or elimination shall be passed on in the form of a decrease in existing Rent or a decrease in the amount of a Rent Increase otherwise proposed or permitted by this Article.

2. The physical condition of the Apartment(s) or Apartment Building of which it is a part, including the quantity and quality of maintenance and repairs performed during the preceding 12 months.

F. Notwithstanding any other provision to the contrary, no provision of this Article shall be applied to prohibit the granting of a Rent Increase that is demonstrated to be necessary to provide a Landlord with a fair and reasonable return.

Section 34-411.-Net Operating Income.

In evaluating a Rent Increase imposed by a Landlord to maintain the Landlord's Net Operating Income, "Net Operating Income" (NOI) shall mean the Gross Income as defined in *Section 34-412.-Gross Income* of the Apartment Building less the Operating Expenses as defined in *Section 34-413.-Operating Expenses*.

Section 34-412.-Gross Income.

For the purposes of calculating the Net Operating Income pursuant to *Section 412, "Gross Income"* shall mean the sum of the following:

A. Gross Apartment rents computed as gross space rental income at 100 percent occupancy; plus

B. Other income generated as a result of the operation of the Apartment Building, including, but not limited to, fees for services actually rendered; plus

C. Revenue received by a Landlord from the passing through of water, sewer, refuse collection, gas, and electricity to Renters where such utilities or services are billed individually to the Renters by the Landlord. Such revenue shall equal the total cost of the utilities or services to the Renters minus the amount paid by the Landlord for such utilities or services to the utility or service provider; minus:

D. Uncollected Apartment Rents due to vacancy and bad debts to the extent that the same are beyond a Landlord's control. Uncollected Apartment Rents in excess of three percent of gross Apartment Rents shall be presumed to be unreasonable unless established otherwise and shall not be included in computing Gross Income. If uncollected Apartment Rents must be estimated, then the average of the preceding three years' experience shall be used.

Section 34-413.-Operating Expenses.

A. For purposes of calculating Net Operating Income pursuant to *Section 34-413*, "*Operating Expenses*" may include:

1. Real property taxes and assessments.
2. Utility costs to the extent that they represent costs to the Landlord, which are not passed through to the Renters of the Apartment Building.
3. Management expenses (including the compensation of administrative personnel, including the value of any Apartment offered as part of compensation for such services), reasonable and necessary advertising to ensure occupancy, legal and accounting services as permitted herein, and other managerial expenses. Management expenses are presumed to be not more than five percent of Gross Income, unless established otherwise.
4. In addition to the management expenses listed above, if the Landlord performs managerial or maintenance services, which are uncompensated, the Landlord may include the reasonable value of such services or Operating Expenses. Landlord-performed labor shall be limited to five percent of Gross Income unless the Arbitrator finds that such a limitation would be substantially unfair in a given case. A Landlord must devote substantially all of the Landlord's time, that is at least 40 hours per week, to performing such managerial or maintenance services in order to warrant the full five percent credit as an Operating Expense. No credit for such services shall be authorized unless a Landlord documents the hours utilized in performing such services and the nature of the services provided.
5. Normal repair and maintenance expenses for the grounds and common facilities, including, but not limited to, landscaping, cleaning, and repair of equipment and facilities.
6. Operating supplies, such as janitorial supplies, gardening supplies, and stationery.
7. Insurance premiums prorated over the life of the policy.
8. Other taxes, fees, and permits, except as provided in *Section 34-418.-Fees*.

9. Reserves for replacement of long-term improvements or facilities provided that accumulated reserves shall not exceed five percent of the Gross Income.

10. A Landlord may include the cost of necessary Capital Improvement or Substantial Rehabilitation expenditures, which would exceed existing reserves for replacement. A necessary Capital Improvement shall be an improvement required to maintain the common facilities and areas of the Apartment Building in a decent, safe, and sanitary condition or to maintain the existing level of Apartment Building amenities and services. In the event that the necessary Capital Improvement or Substantial Rehabilitation expenditure is necessitated as the result of an accident, disaster, or other event for which the Landlord received insurance or other benefits, only those costs otherwise allowable and exceeding such benefits, may be calculated as Operating Expenses.

Expenditures for necessary Capital Improvements to upgrade existing facilities, together with a reasonable return upon the Capital Improvement investment made by the Landlord, shall be an allowable Operating Expense only if the Landlord has:

- a. Informed the Affected Renters prior to initiating construction or implementation of the Capital Improvement regarding the nature, purpose, and estimated cost of the improvement; and
- b. Established by written verification or other competent evidence to the satisfaction of the Arbitrator that the costs of Capital Improvement provided to the Renters for their general use are factually correct as claimed; and
- c. Cost-factored and amortized the costs of the improvement over the good faith estimate of the remaining life of the improvement, but in no event for a period of less than 60 months; and
- d. Allocated the increase amongst the Affected Renters on a per apartment basis and separately itemized, such an increase on the Rent bill. Such increases shall not be considered included in the Base Rent for purposes of the annual permissible Rent Increases pursuant to *Section 34-407.-Rent Increase Limitations*.

11. Increases in interest payments, which result from one of the following situations or the equivalent thereof:

- a. Refinancing of the outstanding principal owed for the acquisition of an Apartment Building where such refinancing is mandated by the terms of a financing transaction entered into prior to January 1, 2026, for instance, termination of a loan with a balloon payment; or
- b. Increased interest costs incurred as a result of a variable interest rate loan used to finance the acquisition of an Apartment Building and entered into prior to January 1, 2026.

c. In the event that the Apartment Building is financed as part of a multi-asset portfolio, the allowable increase in interest costs shall be limited to the amount reasonably attributable to the Apartment Buildings located in the Town, based on the percentage of total asset value or such allocation established in loan documents.

d. In refinancing, increased interest shall be permitted to be considered as an Operating Expense only where the Landlord can show that the terms of the refinancing were reasonable and consistent with prudent business practices under the circumstances.

B. "Operating Expenses" shall not include the following:

1. Debt service expenses, except as provided in subsection (A)(11) of this *Section 34-313.-Operating Expenses*.

2. Depreciation.

3. Any expense for which the Landlord is reimbursed; or

4. Attorneys' fees and costs except printing costs and documentation as required by *Section 34-408.-Information Required from the Landlord* incurred in proceedings before an Arbitrator or in connection with legal proceedings challenging the decision of an Arbitrator or the validity or applicability of this Article.

C. Whenever a particular expense exceeds the normal industry or other comparable standard, the Landlord shall bear the burden of proving the reasonableness of the expense. To the extent that the Arbitrator finds any such expense to be unreasonable, the Arbitrator shall adjust the expense to reflect the normal industry or other comparable standard.

Section 34-414.-Special Base Year NOI/Base Rent Adjustments.

A. The Landlord may obtain a one-time special adjustment to the base year NOI and/or Base Rent dates if the Landlord rebuts the presumption that the base year NOI and/or Base Rent date yielded a fair return. The Arbitrator shall not make such a determination unless the Arbitrator has first made at least one of the following findings:

1. That the Landlord's Operating Expenses in the base year were unusually high or low in comparison to the three years prior to the base year. The average expenses for this period shall be presumed to reflect reasonable average annual expenses, and the average of such expenses shall be used to calculate and adjust the base year NOI.

In determining whether the Landlord's Operating Expenses were unusually high or low, the Arbitrator shall consider whether:

a. The Landlord made substantial Capital Improvements during the base year, which were not reflected in the Rent levels on the Base Rent date.

b. Substantial repairs were made due to uninsured damage caused by fire, natural disaster or vandalism.

c. Maintenance and repair were below accepted standards so as to cause significant deterioration in the quality of Housing Services.

d. Other expenses were unreasonably high or low notwithstanding the following of prudent business practices.

2. That the Rent was disproportionate due to one of the enumerated factors below:

a. The Rent on the base date was exceptionally high or low due to the fact that the Rent was not established in an "Arms-Length Transaction" (see *Section 34-401.-Definitions*).

b. The Rent on the Base Rent date was substantially higher or lower than at other times of the year because of premiums being charged or rebates given for reasons unique to particular apartments.

B. If the circumstances specified in this *Section 34-414.-Special Base Year NOI/Base Rent Adjustments* are demonstrated, the Base Rent date shall be adjusted to reflect the Rent that would have been received if the Base Rent date had been set under general market conditions. In making this adjustment, the Arbitrator shall utilize the median rent in effect on the Base Rent date, or a good faith estimate of such median rent, for Comparable Apartments within the Town or, if necessary, other Comparable Towns. Comparability shall be judged based on the location of the Apartment Building, services, amenities provided, ocean views, apartment size, landscaping, and other relevant factors.

Section 34-415.-Obligations of the Parties.

A. After the Landlord's proposed effective date of a noticed Rent Increase, if the Arbitrator finds that the proposed increase or any portion thereof that was previously inoperative is justified, all of the Affected Renters shall pay the amount found justified to the Apartment Building within 30 days after the decision is made.

B. If the Arbitrator finds that an increase or any portion thereof is not justified, the Landlord shall refund any amount found to be unjustified, but that had been paid, to all Affected Renters within 90 days of the Arbitrator's decision. In the event that the tenancy of an Affected Renter is terminated for any reason prior to receipt of a refund, the balance of the credit due to the Renter shall be paid by the Landlord within 30 days from the date of the termination of the tenancy.

C. Any sum of money that under the provisions of this *Section 34-415.-Obligations of the Parties* is the obligation of the Landlord or Renter to pay, as the case may be, shall constitute a debt and, subject to the foregoing provisions of this Section, may be collected in any manner provided by law for the collection of debts.

Section 34-416. Renter's Right of Refusal.

An Affected Renter may refuse to pay any increase in Rent, which is in violation of this Article, provided a petition has been filed and either no final decision has been reached by an Arbitrator or the increase has been determined to violate the provisions of this Article. Such right of refusal to pay shall be a defense in any action brought to recover possession of an Apartment or to collect the Rent Increase.

Section 34-417.-Retaliatory Acts – Renter's Right to Organize.

No Landlord may retaliate against a Renter, Renters' Representative, or prospective Renter for the assertion or exercise of rights under this Article in any manner. This includes, but is not limited to, threatening to bring or bringing an action to recover possession of an Apartment, engaging in any form of harassment that causes a Renter to quit the premises, dissuading a prospective Renter from freely exercising the Renter's legal option to choose a tenancy of a shorter term, decreasing Housing Services, increasing the Rent, or imposing or increasing a security deposit or any other charge payable by a Renter.

Section 34-418.-Fees.

A. The Town is authorized to impose a Rent Stabilization Administration Fee ("Fee") chargeable against each Apartment in the Town subject to this Ordinance. The Administrator may recommend to the Town from time to time the amount of the Fee and the Town Council may adopt such Fee by resolution at a public hearing.

B. Within sixty (60) days of the adoption of this Ordinance, each Landlord in the Town shall register with the Town. The Landlord shall provide the name and address of the Landlord, the current rent roll for all Apartments, which shall identify:

- 1) The length of the lease term for each Apartment;
- 2) The expiration of the lease term for each Apartment;
- 3) Current rents and other fees or charges that are received by the Landlord itemized per Apartment;
- 4) The number of Apartments, including both occupied and unoccupied apartments, contained in that Landlord's Apartment Building; and
- 5) The Landlord's determination of Comparable Apartments in the Apartment Building, along with a description of how the Apartments are comparable. The provision of the information required by this *Section 34-418(B).-Fees* must also be made immediately upon change of ownership of the Apartment Building, or an increase or a decrease in the number of Apartments available at a Landlord's Apartment Building.

Section 34-419.-Remedies and Waiver of Rights.

A. In the event that a Landlord demands, accepts, receives, or retains any payment in excess of the amounts allowed under this Article, the Renter may file a civil suit against the Landlord. A Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the amounts allowed under this Article shall be liable to the Renter in the amount by which the payment or payments have exceeded the allowable Rent. In such a case, the Rent shall be adjusted to reflect the lawful Rent pursuant to this Article.

B. A Landlord who willfully demands, accepts, or retains any payment of Rent in violation of the provisions of this Article shall be liable in a civil action to the person from whom payment is demanded, accepted or retained for damages in the sum of three times the amount by which payment or payments demanded, accepted or retained exceed the maximum Rent, which could lawfully be demanded, accepted or retained. A prevailing Renter in a civil action brought to enforce this Article shall be awarded reasonable attorneys' fees and costs as determined by the Court. No administrative remedy needs be exhausted prior to filing suit pursuant to Section 34-419.-*Remedies and Waiver of Rights*.

C. The remedies available in this Article are not exclusive and may be used cumulatively with any other remedies available in this Article or at law.

D. Waiver of Rights.

1. Any waiver or purported waiver by a Renter of rights granted under this Article prior to the time when said rights may be exercised shall be void as contrary to public policy, except as provided in this *Section 34-419.-Remedies and Waiver of Rights*. It shall be unlawful for a Landlord to require or attempt to require, as a condition of tenancy in an Apartment Building, a Renter, or prospective Renter, to waive in a lease or rental agreement, the rights granted to a Renter by this Article.

2. It shall be unlawful for a Landlord to deny or threaten to deny a tenancy in an Apartment Building to any person on account of such person's refusal to enter into a lease or rental agreement or any other agreement under which such person would waive the rights granted to a tenant by this Article.

3. Nothing in this *Section 34-419.-Remedies And Waiver of Rights* shall preclude a Landlord or tenant, or prospective Renter, from entering into a lease or rental agreement; provided, that such lease or rental agreement is not procured by a requirement that it be entered into as a condition of tenancy in the Apartment Building, and is not procured under a threat of denial of tenancy in the Apartment Building.

Section 34-420.-Rights of Affected Parties Reserved.

A. This Article shall not be construed to limit or curtail any other action or proceeding, which may be pursued by an Affected Renter or Landlord before any Court or other body having jurisdiction thereof.

B. Defense to Action for Recovery of Possession.

1. A Landlord's failure to comply with any of the provisions of this Article or any regulations promulgated hereunder shall serve as a complete affirmative defense in any action brought to recover possession of an Apartment.

2. A Renter's refusal to pay Rent in excess of the amount allowed under this Article shall be a complete affirmative defense in any action brought to: a) recover possession of an Apartment for nonpayment of Rent; or b) collect Rent in excess of the amount allowed under this Article.

Section 34-421.- Extension of Time Limits.

By written agreement of the parties, or for good cause shown to the Arbitrator, the timeframes provided for under this Article may be extended.

Sec. 34-411. Violations.

A Landlord's failure to comply with any requirement of this Article is a defense by a Tenant in a forcible entry and detainer or other action brought by a Landlord to recover possession of a Housing Unit to the extent that such action is based upon the refusal of the Tenant to pay an unauthorized Rent increase or other action taken by the Landlord to seek collection of a Rent increase not permitted by this Article. Other remedies may include claiming a violation of this Ordinance and pursuing remedies under *Title 5, Chapter 10, Section 209 of the Maine Unfair Trade or Deceptive Practices Act*⁴, which prohibits unfair methods of competition and deceptive acts in trade or commerce. The Maine Attorney General is authorized to bring an action against unlawful trade practices and can restrain violators through temporary or permanent injunctions.

Section 34-422.-Regulations.

The Town Council may issue rules and regulations as necessary to further the purpose of this Article. If any portion of this Article is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or unenforceable by law, the Town Council shall have the authority to enact replacement regulations consistent with the intent and purpose of the invalidated or unenforceable provisions of this Article to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to the matters addressed in this Article.

⁴ <https://legislature.maine.gov/statutes/5/title5ch10sec0.html>

PUBLIC HEARING – BUSINESS LICENSE & APPROVALS:

Thomas Street LLC, 2 Wintergreen Street, 205-10-7, 1 Year-Round Short-Term Rental

Cierra Investments LLC (Jim Albert), 215 Saco Avenue, 211-9-1, 12 Year-Round Rentals

Lindley Realty, 1 East Grand Avenue #502, 306-1-2-502, 1 Year-Round Short-Term Rental

Russell & Barbara Roberts, 1 East Grand Avenue #207, 306-1-2-207, 1 Year-Round Short-Term Rental

Michael Caggiano, 18 Smithwheel Road #30, 210-2-6-30, 1 Year-Round Rental (no previous license at address).

Pamela Jack, 17 Ancona Avenue, 321-3-4, 1 Year-Round Short-Term Rental (no previous license at address).

Chair: Shawn O'Neill

PUBLIC HEARING – SPECIAL AMUSEMENT PERMITS & APPROVALS:

Sandy Bottom Investment Group, Inc (Myst Restaurant), 1 East Grand Avenue,
306-1-2, Acoustic Musician, Inside & Outside, Sunday through Saturday,
11:00am to 11:00pm. (no change)

Alouette Atlantic Resorts LLC (Alouette Beach Cafe), 91 East Grand Avenue,
303-1-11, Singer/Karaoke/Guitar, Inside & Outside, Sunday through Saturday,
12:00pm to 8:00pm. (no change)

Chair: Shawn O'Neill

TOWN MANAGER REPORT

NEW BUSINESS:

AGENDA ITEM #9103

Discussion with Action: Execute consent agreement with the owner of record of the property at 90 Union Avenue, MBL 314-17-2.

Chair: Shawn O'Neill

CONSENT AGREEMENT

This Agreement is made this ____ day of September 2026, between **Jeffery Corbin** resident of Portland, Cumberland County, Maine (the "Property Owner"), and the **Town of Old Orchard Beach**, a municipal corporation located in York County, Maine (hereinafter the "Town" and together the "Parties").

WHEREAS, Jeffery Corbin is the record owner of real property located in Old Orchard Beach, Maine at 90 Union Avenue and being further identified on the Town's Tax Maps as Map 314, Block 17, Lot 2 (hereinafter the "Premises"); and

WHEREAS, the Premises consists of a three-family multi-unit building (the "Building"); and

WHEREAS, on October 25, 2021, there was a structure fire on the Premises, destroying a garage and leaving the Building in a state of serious disrepair; and

WHEREAS, on November 8, 2021, the Building was determined to be condemned as it is dangerous and unsafe for occupancy and was posted against occupancy by the Town Code Enforcement Officer; and

WHEREAS, On November 9, 2021, the Town's Director of Code Enforcement issued to the Property Owner a "Notice of Removal After Casualty Damage," advising that the fire investigation had concluded on the Premises and ordering the Property Owner to provide, on or before December 6, 2021, a contract for the removal of the Building, as required by Section 66-178 of the Town's Code of Ordinances, which mandates that a property owner shall contract for the repair or restoration of damaged areas within thirty (30) days following casualty damage to the Premises; and

WHEREAS, On January 9, 2024, the Town's Deputy Code Enforcement Officer issued a Notice of Violation for the Premises after observing that the Premises and the Building remained in substantially the same condition as in November 2021; and

WHEREAS, said Notice of Violation found the Property Owner in violation of Section 66-178 of the Town's Code of Ordinances, as the Property Owner had failed to "contract for the repair or restoration of damages areas and the demolition of any areas not to be repaired and the removal of all debris connected therewith" within 30 days following the damage, further noting that the Premises had remained in this noncompliant condition for a period exceeding twenty-six (26) months without being brought into compliance with the Code; and

WHEREAS, The Parties thereafter agreed to a schedule for completion of the required repairs necessary to render the Premises and the Building safe and habitable; and

WHEREAS, an electrical permit was approved on January 11, 2024, and a building permit was issued on January 30, 2024, for the requisite repairs; and

WHEREAS, the Property Owner failed to comply with the agreed upon schedule and did not complete the required work; and

WHEREAS, On April 8, 2025, the Town’s Director of Code Enforcement inspected the Premises and determined that the condition of the Premises and the Building had not improved; and

WHEREAS, the same day the Director issued to the Property Owner a Notice of Violation and Order to Correct, finding that the Premises and the Building constituted a dangerous condition and were in violation of Section 175 of the Town’s Code of Ordinances. Specifically, the Notice found that the Building was not being “maintained in a safe, sanitary and non-hazardous manner” and that the exterior of the Premises and the Building were not being maintained to “prevent and repair deterioration” so that “hazards to public health and safety are avoided”; and

WHEREAS, on June 2, 2026, the Town Council of the Town of Old Orchard Beach (the “Council”) met to consider, among other things, whether to vote to move forward with a dangerous building proceeding pursuant to 17 M.R.S. § 2851, which could result in the Council ordering the demolition of the Building; and

WHEREAS, at its meeting, the Council determined that it would table the matter to allow the Property Owner, through his attorney, and the Town to negotiate this Agreement to avoid the need for litigation, and allow the Property Owner to complete the restoration and rehabilitation of the Building (the “Building Work”) as required by this Agreement; and

WHEREAS, the Town, in entering into this Agreement, does not thereby approve of, consent to, release, or otherwise condone any other violations of local or state laws, which may exist at the Premises, be they known or unknown; and

WHEREAS, both the Property Owner and the Town wish to avoid litigation over this land use violation:

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

1. The Property Owner shall provide the Town with a performance bond, cash escrow, letter of credit, or other performance guarantee satisfactory to the Town (the “Performance Guarantee”) in an amount sufficient to ensure the Building Work is completed in accordance with this Agreement and any permits issued by the Town.
2. The Property Owner shall secure the perimeter of the Building with construction fencing or other barriers consistent with standard construction site practices within seven (7) business days of the execution of this Agreement and shall maintain said fence in good condition until completion of the exterior renovation components of the Building Work or earlier removal is authorized by the Town’s Code Enforcement Officer.
3. The Property Owner shall contract with a Maine licensed engineer to conduct a structural assessment of the Building within ten (10) business days following execution of this Agreement and shall provide the Town with a written report of such assessment upon completion.

4. The Property Owner shall reapply for all expired building, electrical, and other permits, and obtain new permits for all Building Work, and shall complete all required components of the Building Work in accordance with, and under the timeframes required by, such permits.
5. The Property Owner agrees that the components of the Building Work associated restoration of the exterior of the Building shall be completed within sixty (60) days of the execution of this Agreement.
 - a. Within ten (10) days of the execution of this Agreement, the Property Owner shall provide proof of purchase and a delivery schedule for all materials necessary to complete the exterior restoration.
 - b. Within sixty (60) days of the execution of this Agreement, the Property Owner shall construct code-compliant egress stairways and landings to all levels of the Building, unless otherwise agreed by the Town's Code Enforcement Officer.
6. Upon completion of the exterior restoration components of the Building Work, or as otherwise agreed by the Town's Code Enforcement Officer, the construction fence may be removed after inspection and approval by the Town's Code Enforcement Officer.
7. The Property Owner shall complete the components of the Building Work associated with the first-floor unit within six (6) months of the execution of this Agreement.
8. The Property Owner shall complete the components of the Building Work associated with the second residential unit within twelve (12) months of the execution of this Agreement.
9. The Property Owner shall complete the components of the Building Work associated with the third residential unit, and all other remaining Building Work in accordance with this Agreement, within eighteen (18) months of the execution of this Agreement.
10. Prior to issuance of any certificate of occupancy for the Building, or any unit therein, and in addition to compliance with all applicable building codes, the Property Owner shall:
 - a. Install a Knox Box in a location approved by the Old Orchard Beach Fire Department;
 - b. Complete installation of a sprinkler system throughout the building in accordance with approved plans.
11. The Town agrees to refrain from pursuing further legal action related to the dangerous building conditions described herein, unless and until any condition of this Agreement is violated by the Property Owner, his successors, or assigns. In the event of a breach of this Agreement, the Town may, in its sole discretion, pursue enforcement remedies available under Maine law, including, but not limited to, use of the Performance Guarantee, a

dangerous building proceeding under 17 M.R.S. § 2851 *et seq* and/or an enforcement action under 30-A M.R.S. § 4452 under the existing NOV.

12. Both parties agree that this Agreement may be recorded at the York County Registry of Deeds as evidence of the resolution of the violations described herein, subject to full compliance with the terms contained herein.

[signatures on following page]

TOWN OF OLD ORCHARD BEACH

Shawn O'Neill, Chair, Town Council

PROPERTY OWNER:

Jeffery Corbin

STATE OF MAINE
YORK, ss.

_____, 2026

Personally appeared the above-named Shawn O'Neill, Chair of the Town Council of the Town of Old Orchard Beach, and acknowledge the foregoing to be his free act and deed in his said capacity and the free act and deed of said Town Council of the Town of Old Orchard Beach.

Before me,

Notary Public

STATE OF MAINE

YORK, ss.

_____, 2026

Personally appeared the above-named Jeffrey Corbin and acknowledge the foregoing to be his free act and deed.

Before me,

Notary Public

AGENDA ITEM #9104

Discussion with Action: Consider the Citizen's Initiative Petition to Amend the Town of Old Orchard Beach Code of Ordinances, Chapter 34, Housing, by adding Sections 34-400 to 34-422, Rent Stabilization Ordinance, and either enact the proposed amendment or Order and Direct the Town Clerk to place the question of the adoption of the ordinance at the June 8th, 2027 Municipal Election, per Section 302 of the Town Charter.

Chair: Shawn O'Neill

AGENDA ITEM #9105

Discussion with Action: Set the Public Hearing date of October 6, 2026 to consider a request from the Beachmont Homeowners Association to accept title and to accept and establish as town ways those developed portions of Neptune Road and Dolphin Avenue as depicted on the subdivision plan entitled "Beachmont Subdivision" dated August 23, 2012, approved by the Town of Old Orchard Beach Planning Board on November 8, 2012, and recorded in the York County Registry of Deeds in Plan Book 358, Pages 26-28, together with all of the rights appurtenant thereto and all guardrails, curbing, catch basins, street signs, stop signs, infrastructure situated in, on or under said roadway, but specifically excluding any stormwater runoff systems outside of the right of way, all electrical systems, fixtures, lighting electricity costs, sewer outside of the right of way, gas, trees, mailboxes and the responsibility of snow removal from sidewalks and around the mailboxes, common parking areas, all retaining walls, for all of which the Grantor reserves and retains an easement for the installation, use and maintenance thereof. 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.

Also excepting from the foregoing any water lines, service laterals and public fire hydrants located in, on or under the Dolphin Avenue and Neptune Road rights of way which are the property of Maine Water Company.

As described in the Warranty Deed from Beachmont Homeowners Association to the Town of Old Orchard Beach, Maine, dated,_____.

Chair: Shawn O'Neill

TO: Old Orchard Beach Town Council
Tim Fleury, Interim Town Manager
FROM: Planning Department
SUBJECT: Neptune Road and Dolphin Avenue (Beachmont Subdivision)
ACTION: Schedule Public Hearing
DATE: TBD

On _____ the Council will begin considering a request from the Beachmont Homeowners Association (Beachmont HOA) to accept Neptune Road and Dolphin Avenue. In addition to both roads and their right-of-way (ROW), Beachmont HOA is requesting public acceptance of guardrails, curbing, street signs, stop signs, and infrastructure situated in, on or under the roadway. They are also proposing that the town maintains the sidewalks, except for snow removal.

Brief Development History

Beachmont Subdivision is a 44-lot single family residential development approved by the town during October 2012. The development includes public water and private septic systems. Electric is underground. Stormwater systems consist of typical storm drain infrastructure (catch basins, storm drainpipes) within the ROW, two infiltration basins and drainage easements (one basin off Neptune Road and one basin off Dolphin Avenue). There are three open space areas, two for the infiltration basins, and one with trail easement between lot 26 & 27 connecting Dolphin Avenue to Garden Street. Due to traffic concerns at the time of Planning Board review and approval, a condition was included requiring a traffic exclusion device [gate] at the Date Street connection to remain for 25 years.

What is Beachmont HOA Requesting the Town Accept and Not Accept?

Beachmont HOA is requesting acceptance of the following items:

- Roads and 50' Right-of-Way (ROW)
- Guardrails
- Curbing
- Street signs
- Stop signs
- Infrastructure situated in, on or under said roadway

Beachmont HOA excludes the following from public acceptance:

- Any stormwater runoff systems outside the right of way
- All electrical systems
- Fixtures
- Lighting electricity costs
- Sewer outside of the right of way
- Gas
- Trees
- Mailboxes
- The responsibility of snow removal from sidewalks and around the mailboxes
- Common parking areas
- All retaining walls
- Sidewalks (Grantee is granted a public easement over and will maintain, except for snow removal which remains the responsibility of Grantor, its successors and assigns.)
- Water lines, service laterals and public fire hydrants in the rights of way which are property of Maine Water

See deed enclosed with Beachmont HOA submission for actual language.

Miscellaneous Comments

- Traffic exclusion device at end of Dolphin Avenue at connection to Date Street:
 1. Approved plans note:
Traffic exclusion device at Date Street connection to remain in place for 25 years, as defined in orders of cession.
 2. Approval Findings of Fact (FOF) condition:
The traffic exclusion device at Date Street connection to remain for 25 years. This time frame may be extended.
- CCTV of storm drain completed on 7/16/2026 and showed moderate collapse on section of storm drain between CB-1165 and CB-1420. Repairs on this section of pipe were completed 8/27/2026.

Town Staff and Town Attorney Review of the proposal

Town departments reviewed the proposal and performed a site visit. We had the following comments:

- Public Works:
 1. Storm drain line on Dolphin Avenue between CB-1165 and CB-1420 has moderate collapse/break and will need to be repaired.
 2. Ensure we are not accepting sidewalks.
 3. Sidewalk sink holes near curb between 7 & 9 Neptune, and sidewalk lifting between 1 & 3 Neptune. Should be crack sealed.
 4. Cracks in roads need to be crack sealed.
 5. Stop sign/post twisted away from road on Neptune at Dolphin Ave.
 6. Curb on Neptune Rd at Dolphin Ave stop damaged at tip down.
 7. Drain at curb from 9 Dolphin causing flacking of curb and pavement. What is causing flaking?
 8. Prefer to have no gate at Date Street connection for plowing access.
- Fire Department:
 1. Fire Hydrants painted wrong color.
 2. Need flow test results.
- Assessing confirmed that the deed accurately describes the roads as shown on our GIS map.

All other departments were fine with the proposal.

Wright-Pierce engineers performed a final inspection during November 2025. The project was found complete, which allowed us to close it out in December 2025.

The town attorney reviewed the warranty deed and suggested a few changes. The suggestions were sent to the applicant. Updates are pending.

Conclusion:

The next step is for the Council to schedule a public hearing and decide if the town will accept all items proposed for acceptance in the deed. The Council may want to schedule a workshop on this application if there are questions or items to discuss. If the Council accepts the deed as currently proposed, the Town will take responsibility for all the infrastructure identified in the deed. If Council decides not to accept items proposed for acceptance in the deed or wants to accept items not identified, the deed should be amended to reflect what Council is willing to accept before a final vote.

PUBLIC ROAD/INFRASTRUCTURE ACCEPTENCE PROCEDURE (2025)

A. Applicant submits road acceptance application.

An applicant completes a letter of intent, road acceptance application, prepares other materials (e.g., warranty deed, as-built plans, inspection reports, etc.) and submits to the town planner or public works director.

B. Town prepare acceptance item checklist and submit to town departments, engineer and attorney.

The town planner or public works director prepares an acceptance item checklist and submits this along with all application materials submitted by the applicant to town departments, engineer and attorney. Departments may alter items identified in checklist.

C. Town department review.

Each town department will review, report their findings and make recommendations. If a department has no comment or is satisfied with the proposal, they will sign off on the proposal. This will be submitted to town planner or public works director.

D. Town engineer review.

The town requests the town engineer inspect the road, review the application and report their findings and recommendations. This will be submitted to town planner or public works director.

E. Town attorney review.

The town requests the town attorney review the deeds and any other documentation and report their findings. This will be submitted to town planner or public works director.

F. Town department, engineer, attorney comments submitted to applicant.

Once all comments are received and inspections complete, the town planner or public works director will forward all comments to the applicant. The applicant will have the opportunity to address comments and submit additional or revised materials if they choose.

G. Review applicant's response to comments and departments provide follow-up recommendations.

Once the town planner or public works director receives the applicants' response or if they chose not to respond, the response and revised submissions will be forwarded to departments, engineer and attorney for their review. If a department is satisfied with the revised submission, they will sign off on the proposal. If a department is not satisfied, they will state the reasons why.

H. Submission to town manager for Council review.

All information received from the applicant, departments, engineer, and attorney will be submitted to the town manager. The town manager will prepare materials for Council review.

I. Council review procedure.

- **Workshop.** The road acceptance proposal may be placed on the Council's agenda as a workshop item. The applicant will present their proposal. Departments will report their findings and recommendations. The Council should determine what they are willing to accept at this meeting. The Council may request additional information. The applicant and/or department will be responsible for any follow-up requests by the Council
- **Discussion.** If a workshop is held, after completion of the worksho the proposal will be placed on Council agenda as a discussion item. The applicant will provide an update. Departments will provide an update. The Council may request additional information before acting on acceptance. The Council may choose to schedule a public hearing.
- **Public Hearing (if held).** After "discussion" the Council may choose to schedule a "public hearing". Property owners abutting the roads proposed for acceptance will be notified and allowed to comment on the proposal. The applicant shall mail notice of the public hearing with 10 days of the public hearing being held.
- **Discussion with Action.** After the "public hearing" or after "discussion" (if public hearing not scheduled) the road acceptance proposal will be scheduled for Council consideration as a "discussion with action" agenda item. The Council will typically make a ruling on the road acceptance proposal at this time.

J. After acceptance.

- Within 30 days of acceptance, the applicant will file the appropriate documents in the York County Registry of Deeds and provide copies of the filing to the town clerk, public works director and town planner.
- If additional documentation is required (e.g. signed maintenance agreement) it shall be submitted to the town planner with 30 days of acceptance.

Additional Information:

In order to increase the chance of a favorable recommendation, the applicant should ensure the following is done:

- Submissions meet applicable standards in OOB Code of Ordinances, Chapter 50, Division 4 “Improvements”, Secs. 50-206 – 50-213.
- Final pavement surface installed on all roads.
- Sidewalks are complete.
- All onsite improvements required by the planning board are complete.
- All offsite improvements required by the planning board are complete.
- All stormwater systems are complete and properly functioning.
- All final grades and final vegetation within the right-of-way are complete and vegetation is established.
- All water systems and hydrants have been tested and are properly functioning. Provide documentation.
- All construction debris and equipment are removed from the right-of-way.
- Copies of construction material testing (e.g., soil compaction and strength tests; asphalt mix verifications, batch plant testing).
- Copies of analysis of sub base and base materials.
- If public sewer installed, copies of vacuum testing of manhole covers and pressure testing.
- Copies of town engineer inspections and sign offs.
- All signage installed and roads are striped.
- Full set of as-built plans.
- Copies of HOA or condo association rules.
- Copies of planning board, zoning board, department of environmental protection and any other local and state approvals.
- Copies of drainage, utility and/or other easements (ensure this is included with deed).
- No outstanding code or fire violations or enforcement matters.

TOWN OF OLD ORCHARD BEACH

Current Planning Services: ROADWAY ACCEPTANCE APPLICATION

Page 1 of 3

Application Fee is \$150.00

Date Received: May 28 2026

Application Fee PAID: \$ 5/28/2026

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: NEPTUNE ROAD / DOLPHIN AVE

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 will be accepted by OOB Town Staff without a recommendation from the Planning Department and without a fee as stated 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:

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

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

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

Location of all existing and proposed:

- | | |
|---|---|
| ☒ Water Mains | ☒ Storm Drains |
| ☐ Sanitary Sewer Mains - SEPTIC | ☐ Gas Mains - PROPANE |
| ☒ Culverts | ☒ Underdrains |
| ☒ Underground Utilities | ☒ 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

May 28th 2026
Date

OOB Planning Department

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

MISCELLANEOUS PAYMENT RECPT#: 692993
TOWN OF OLD ORCHARD BEACH
1 PORTLAND AVE.

OLD ORCHARD BEACH, ME 04064

DATE: 05/28/26 TIME: 10:46:32

CLERK: amcgee DEPT:

CUSTOMER#:

COMMENT: (ROAD ACCEPTANCE)

CHG: PLREV PLANNER FEES 150.00

AMOUNT PAID: 150.00

PAID BY: BRIAN HANNON

PAYMENT METH: CHECK
225

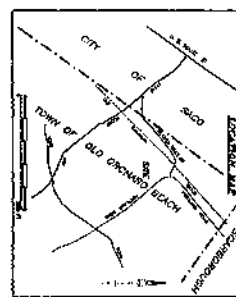
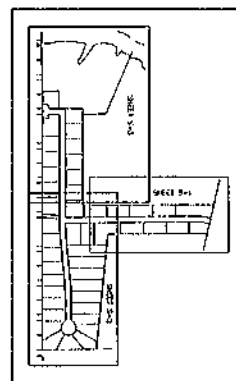
REFERENCE: BRIAN HANNON

AMT TENDERED: 150.00

AMT APPLIED: 150.00

CHANGE: .00

END - MAR 1985



NEPTUNE ROAD

PORTLAND AVENUE OR MILLIKEN'S MILL ROAD

LOT 1: OPEN SPACE 16,463 S.F.

LOT 2: 20,049 S.F.

LOT 3: 20,004 S.F.

LOT 4: 34,012 S.F.

LOT 4a: 20,100 S.F.

LOT 4b: 20,100 S.F.

LOT 4c: 20,100 S.F.

LOT 5: OPEN SPACE 35,912 S.F.

12 FEET = 100 FEET - SEE CITY OF SMOO RECORDS VOLUME 2, PAGE 523 (DATED 01-01-97-1649)

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2024-2025

1. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.
2. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.
3. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.
4. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.
5. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.
6. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.
7. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.
8. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.
9. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.
10. KATZ, S. and KATZ, J. M. *Chemical Synthesis and Analysis of Polymers*. Wiley, New York, 1969.

LONGS PEAK RANCH, INC.

ALAN C. ALPERIN, JR., DIRECTOR OF "THE
JEWEL IN AUSTRIAN IMPERIALISM"
RESEARCH UNIT AND DEPARTMENT LSC
UNIVERSITY OF MICHIGAN ANN ARBOR, MI 48106-1000

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GRAPHIC SCALE

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000559-8

Date: 12/13/2018 Received by: Mr. [illegible]
 From: Mr. [illegible] To: Mr. [illegible]
 Subject: Subject of [illegible]

CONSTRUCTION NOTES

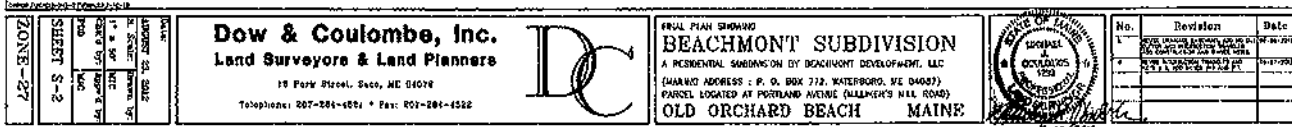
SALES NOTES[illegible]

TOWN OF OLD ORCHARD BEACH PLANNING BOARD

BEACHMONT SUBDIVISION
A RESIDENTIAL SUBDIVISION BY BEACHMONT DEVELOPMENT, LLC
(MAILING ADDRESS : P. O. BOX 372, WATERBORO, ME 04097)
PARCEL LOCATED AT PORTLAND AVENUE (MILLEN'S MILL ROAD)
OLD ORCHARD BEACH MAINE

Dow & Coulombe, Inc.
Land Surveyors & Land Planners
15 Park Street, Reno, NE 68509
Telephone: 302-204-4081 * Fax: 302-234-4022

DATE:	APRIL 24, 2012
BY: Scale:	Drawn by: MLC
1" = 30'	App'd by: MLC
CHK'd by:	MLC
PWD	
SHEET	S-1



Date: May 28 2026

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

RE: Letter of Intent – Beachmont HOA Road Acceptance Application

Dear Town Manager and Members of the Town Council:

On behalf of the Beachmont Homeowners Association, I am writing to formally notify the Town of Old Orchard Beach of our intent to initiate a proposal for the acceptance of Neptune Road and Dolphin Ave. into the town's road maintenance system.

Background

The Beachmont HOA represents 44 property owners located on Neptune Road and Dolphin Ave.. Our community's roads, totaling approximately .5 miles, have been privately maintained by the association since 2016. The road(s) serve as the primary access route for all residents within our development.

Purpose of Application

We are initiating this road acceptance application to request that the Town of Old Orchard Beach assume responsibility for the maintenance, repair, and winter plowing of the following road(s):

- Neptune Road, Dolphin Ave.

Next Steps

We understand that the road acceptance process requires compliance with the Town's road acceptance standards and ordinances. Our association is committed to working cooperatively with the Town throughout this process, including:

- Providing all required documentation and surveys
- Addressing any deficiencies identified during the town's assessment
- Completing any necessary improvements to bring the road(s) to town standards
- Meeting all requirements outlined in the Town's road acceptance policy

Contact Information

Please direct all correspondence regarding this matter to:

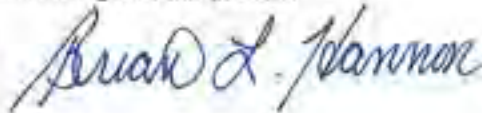
009

Brian L. Hannon & Donna Schlieper
President & Secretary, Beachmont HOA Board of Directors
PO Box # 40 Old Orchard Beach Maine 04064
781-922-3245

Brian.L.Hannon@beachmont.com & Donna.Schlieper@beachmont.com

We appreciate your consideration of this request and look forward to working with the Town of Old Orchard Beach throughout this process.

Sincerely,



Brian L. Hannon
President, HOA Board of Directors
Beachmont HOA

On Behalf of the Board,

Donna Schlieper – Secretary
Dan Bellemare – Treasurer
Rick Lyonn – Advisor
Sam Cushing – Advisor

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS,

THAT Beachmont Homeowners Association, a Maine non-profit homeowner's association 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 Neptune Road and Dolphin Avenue as described in Exhibit A annexed hereto and made a part hereof and as depicted on the subdivision plan entitled "Beachmont Subdivision" dated August 23, 2012 recorded in the York County Registry of Deeds in Plan Book 358, Pages 26-28, 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, curbing, street signs, stop signs, infrastructure situated in, on or under said roadway, but specifically excluding any stormwater runoff systems outside of the right of way, all electrical systems, fixtures, lighting electricity costs, sewer outside of the right of way, gas, trees, mailboxes and the responsibility of snow removal from sidewalks and around the mailboxes, common parking areas, all retaining walls, for all of which the Grantor reserves and retains an easement for the installation, use and maintenance thereof.

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.

Also excepting from the foregoing any water lines, service laterals and public fire hydrants located in, on or under the Dolphin Avenue and Neptune Road rights of way which are the property of the Maine Water Company.

IN WITNESS WHEREOF, Beachmont Homeowners Association, has caused this instrument to be signed and sealed by _____, its President, thereunto duly authorized, this _____ day of May 2026.

Beachmont Homeowners Association

Witness

By: _____
Its President

STATE OF MAINE

COUNTY OF YORK, ss.

May_____, 2026

Personally appeared the above-named _____, duly authorized President of Beachmont Homeowners Association, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Beachmont Homeowners Association.

Before me,

Notary Public/Attorney at Law

Print Name: _____

My commission expires:

EXHIBIT A

Dolphin Avenue

A certain lot or parcel of land together with certain improvements thereon, situated in the Town of Old Orchard Beach, County of York and State of Maine, bounded and described as follows:

Beginning at a drill hole in a granite monument set in the ground on the northeasterly side of Lot 12 in Block 17 as shown on a plan entitled "Homewood Park, Subdivision of Land of Resort Development Corp. in Old Orchard Beach, Maine" dated September 22, 1963 made by DesRoberts Engineering Co. and recorded at the York County Registry of Deeds in Plan Book 36, Page 39; said granite monument marking the westerly corner of Lot 32 shown on a plan entitled "Final Plan Showing Beachmont Subdivision, Old Orchard Beach Maine, (Beachmont Plan) Sheet S-3, dated August 23, 2012, revised September 27, 2012 made by Dow & Coulombe, Inc. and recorded at said Registry in Plan Book 358, Page 28;

Thence, by said Lot 32 by the following four lines, North 34°-49'-05" East, a distance of 50.00 feet to a mag nail set in pavement;

Thence, North 55°-10'-55" West, a distance of 38.00 feet to a mag nail set in pavement;

Thence, North 34°-49'-05" East, a distance of 90.50 feet to a drill hole in a granite monument set in the ground;

Thence, northeasterly and easterly, by a circular curve deflecting to the right having a radius 10.00 feet, an arc distance of 15.71 feet to a drill hole in a granite monument set in the ground; the chord bears North 79°-49'-05" East, a distance of 14.14 feet;

Thence, South 55°-10'-55" East, by Lots 32, 31, 30, 29, and 28 as shown on said Beachmont Plan, Sheet S-3, and by Lot 27, open space, and partly by Lot 26 as shown on Beachmont Plan, Sheet S-2, recorded at said Registry in Plan Book 358, Page 27, a distance of 966.21 feet to a drill hole in a granite monument set in the ground;

Thence, southeasterly, partly by said Lot 26, and partly by Lot 25 as shown on said Beachmont Plan, Sheet S-2, and by a circular curve deflecting to the left having a radius of 1225.00 feet, an arc distance of 117.01 feet to a drill hole in a granite monument set in the ground; the chord bears South 57°-55'-10" East, a distance of 116.96 feet;

Thence, South 60°-39'-20" East, by said Lots 25, 24, 23, and 22 as shown on said Beachmont Plan, Sheet S-2, a distance of 366.09 feet to a drill hole in a granite monument set in the ground;

Thence, southeasterly, by Lot 22 and Lot 21, and partly by Lot 20 as shown on said Beachmont Plan, Sheet S-2 and by a circular curve deflecting to the right, having a radius of 1975.00 feet, an arc distance of 188.64 feet to a mag nail set in a paved driveway; the chord bears South $57^{\circ}-55'-10''$ East, a distance of 188.57 feet;

Thence, South $55^{\circ}-10'-55''$ East, partly by said Lot 20, and partly by said Lot 19 as shown on said Beachmont Plan, Sheet S-2, a distance of 154.56 feet to a drill hole in a granite monument set in the ground;

Thence, southeasterly, and southerly, by said Lot 19, and by a circular curve deflecting to the right having a radius of 10.00 feet, an arc distance of 10.85 feet to a drill hole in a granite monument set in the ground; the chord bears South $24^{\circ}-05'-30''$ East, a distance of 10.33 feet;

Thence, southeasterly, easterly, northeasterly, northerly, northwesterly, and westerly, by Lots 18, 17, 16, 15, 14, and partly by Lot 13 as shown on said Beachmont Plan, Sheet S-2, and by a circular curve deflecting to the left, having a radius of 65.00 feet, an arc distance of 345.29 feet to a mag nail set in a paved driveway; the chord bears North $34^{\circ}-49'-05''$ East, a distance of 60.67 feet;

Thence, westerly, by said Lot 13, and by a circular curve deflecting to the right having a radius of 10.00 feet, an arc distance of 10.85 feet to a mag nail set in the paved driveway; the chord bears North $86^{\circ}-16'-25''$ West, a distance of 10.33 feet;

Thence, North $55^{\circ}-10'-55''$ West, by said Lot 13 and Lot 12, and partly by Lot 11 as shown on said Beachmont Plan, Sheet S-2, a distance of 154.56 feet to a drill hole in a granite monument set in the ground;

Thence, northwesterly, partly by said Lot 11, and partly by Lot 10 as shown on said Beachmont Plan, Sheet S-2, and by a circular curve deflecting to the left having a radius of 2025.00 feet, an arc distance of 193.42 feet to a drill hole in a granite monument set in the ground; the chord bears North $57^{\circ}-55'-10''$ West, a distance of 193.34 feet;

Thence, North $60^{\circ}-39'-20''$ West, partly by said Lot 10, and partly by Lots 9, 8, 7 and 6 as shown on said Beachmont Plan, Sheet S-2, a distance of 366.09 feet to a drill hole in a granite monument set in the ground;

Thence, Northwesterly, by said Lot 6, and by a circular curve deflecting to the right having a radius of 1175.00 feet, an arc distance of 112.23 feet to a drill hole in a granite monument set in the ground; the chord bears North $57^{\circ}-55'-10''$ West, a distance of 112.19 feet;

Thence, North $55^{\circ}-10'-55''$ West, by said Lot 6, a distance of 14.97 feet to a drill hole in a granite monument set in the ground;

Thence, North 55°-10'-55" West, by Neptune Road, a distance of 70.00 feet to a drill hole in a granite monument set in the ground;

Thence, North 55°-10'-55" West, partly by Lot 40 shown on said Beachmont Plan, Sheet S-2, and partly by Lots 39, 38, 37, 36, 35, and 34 as shown on said Beachmont Plan, Sheet S-3, a distance of 941.23 feet to a drill hole in a granite monument set in the ground;

Thence, South 34°-49'-05" West, partly by open space and partly by Lot 33 as shown on said Beachmont Plan, Sheet S-3, a distance of 150.50 feet to a drill hole in a granite monument set in the ground;

Thence, North 55°-10'-55" West, by said Lot 33, a distance of 38.00 feet to a granite monument set in the ground;

Thence, South 34°-49'-05" West, by said Lot 33, a distance of 50.00 feet to a drill hole in a granite monument set in the ground;

Thence, South 55°-10'-55" East, partly by Lot 13 in Block 16 shown on said Plan of Homewood Park, partly by Date Street as shown on said Plan of Homewood Park, and partly by said Lot 12 in Block 17 as shown on said Plan of Homewood Park, a distance of 126.00 feet to the point of beginning. Containing 2.695 acres or 117,406 square feet.

The above courses refer to Grid North -NAD 1983.

Plastic surveyor's identification caps stamped D&C PLS1293 were set in the drill holes in all granite monuments.

Meaning and intending to convey that portion of the land described in the deed to Beachmont Land Development LLC dated December 16, 2011 and recorded at said Registry in Book 16226, Page 538 which is shown as Dolphin Avenue on the above referenced Beachmont Plans, Sheets S-2 and S-3, recorded at said Registry in Plan Book 358, Pages 27 and 28.

Neptune Road

Also another certain lot or parcel of land together with certain improvements thereon, situated in the Town of Old Orchard Beach, County of York and State of Maine, bounded and described as follows:

Beginning at a drill hole in a granite monument set in the ground on the southwesterly side of Portland Avenue, also known as Milliken's Mill Road, at the easterly corner of a lot labelled open space on a plan entitled "Final Plan Showing Beachmont Subdivision, Old Orchard Beach, Maine" (Beachmont Plan), Sheet S-1, dated August 28, 2012 last revised October 10, 2012 made by Dow & Coulombe, Inc. and recorded at the York County Registry of Deeds in Plan Book 358, Page 26; said

point of beginning bears South 42°-35'-50" East, a distance of 109.98 feet from an iron rod with surveyor's cap driven into the ground on the southwesterly side of Portland Avenue at the easterly corner of land described in the deed to Iluminada C. Milliken dated March 9, 2000 and recorded at said Registry in Book 9930, Page 116;

Thence, by said open space shown on said Beachmont Plan, by the following three lines, southerly and southwesterly by a circular curve deflecting to the right having a radius of 10.00 feet, an arc distance of 15.71 feet to a drill hole in a granite monument set in the ground; the chord bears South 02°-24'-35" West, a distance of 14.14 feet;

Thence, South 47°-24'-55" West, a distance of 33.37 feet to a drill hole in a granite monument set in the ground;

Thence, southwesterly, by a circular curve deflecting to the left having a radius of 255.00 feet, an arc distance of 58.11 feet to a drill hole in a granite monument set in the ground; the chord bears South 40°-53'-10" West, a distance of 57.98 feet;

Thence, South 34°-21'-30" West, partly by said open space, and Lots 44, 43, and 42 as shown on said Beachmont Plan, Sheet S-1, and partly by Lots 41 and 40 as shown on Beachmont Plan, Sheet S-2 recorded at said Registry in Plan Book 358, Page 27, a distance of 1154.75 feet to a drill hole in a granite monument set in the ground;

Thence, southwesterly and westerly, by said Lot 40, and by a circular curve deflecting to the right having a radius of 10.00 feet, an arc distance of 15.79 feet to a drill hole in a granite monument set in the ground; the chord bears South 79°-35'-15" West, a distance of 14.20 feet;

Thence, South 55°-10'-55" East, by Dolphin Avenue, a distance of 70.00 feet to a drill hole in a granite monument set in the ground;

Thence, northwesterly and northerly, by Lot 6 as shown on said Beachmont Plan, Sheet S-2, and by a circular curve deflecting to the right having a radius 10.00 feet, an arc distance of 15.63 feet to a drill hole in a granite monument set in the ground; the chord bears North 10°-24'-45" West, a distance of 14.09 feet;

Thence, North 34°-21'-30" East, partly by Lot 6 and Lot 5 shown on said Beachmont Plan, Sheet S-2, and partly by Lots 4, 3, 2, 1, and open space as shown on said Beachmont Plan, Sheet S-1, a distance of 1155.31 feet to a drill hole in a granite monument set in the ground;

Thence, by said open space, by the following three lines, northeasterly, by a circular curve deflecting to the right having a radius of 205.00 feet, an arc distance of 46.71 feet to a drill hole in a granite monument set in the ground; the chord bears North 40°-53'-10" East, a distance of 46.61 feet;

Thence, North 47°-24'-55" East, a distance of 33.38 feet to a drill hole in a granite monument set in the ground;

Thence, easterly and southeasterly, by a circular curve deflecting to the right having a radius of 10.00 feet, an arc distance of 15.71 feet to an iron rod with surveyor's cap driven into the ground; the chord bears South 87°-35'-25" East, a distance of 14.14 feet;

Thence, North 42°-35'-50" West, by said Portland Avenue, 70.00 feet to the point of beginning. Containing 1.449 acres, or 63,126 square feet.

The above courses refer to Grid North – NAD 1983.

Plastic surveyor's identification caps stamped D&C PLS 1293 were set in the drill holes in all granite monuments.

Meaning and intending to convey that portion of land described in the deed to Beachmont Land Development LLC dated December 16, 2011 and recorded at said Registry in Book 16226, Page 538 which is shown as Neptune Road on the above referenced Beachmont Plans, Sheets S-1 and S-2, recorded at said Registry in Plan Book 358, Pages 26 and 27.

DLN: 1002040124144

QUITCLAIM DEED
With Covenant

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Beachmont Land Development, LLC** (the "Grantor"), a Maine Limited Liability Company with a place of business in Saco, Maine, for consideration paid, hereby GRANTS unto **Beachmont Homeowners Association**, a Maine non-profit corporation with a mailing address of 840 Portland Avenue, Saco, Maine 04072 (the "Grantee"), its successors and assigns forever, with QUITCLAIM COVENANT, certain real property and any improvements thereon as more particularly described on the Exhibit A attached hereto and incorporated herewith.

IN WITNESS WHEREOF, the said Beachmont Land Development, LLC has caused this instrument to be executed in its corporate name by David Alves, its Manger, thereunto duly authorized, this 30th day of October 2020.

Signed, Sealed and Delivered
in the Presence of:

Beachmont Land Development, LLC

David Alves
By: David Alves
Its: Manager

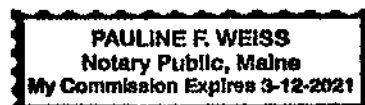
STATE OF MAINE
YORK, ss.

October 30th 2020

Then personally appeared the above named David Alves the Manager of **Beachmont Land Development, LLC**, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me,

Pauline F. Weiss
Attorney At Law/Notary Public
Printed Name Pauline F. Weiss
My Commission Expires: 03/12/2021



No Transfer Tax

Exhibit A
Beachmont Subdivision
Old Orchard Beach, Maine
COMMON AREAS & ROADS

Four certain lots or parcels of land, together with any improvements thereon, located near Neptune Road and Dolphin Avenue, in the Town of Old Orchard Beach, County of York and State of Maine, being: (i) the two Open Space lots shown on a plan entitled "Final Plan Showing Beachmont Subdivision Old Orchard Beach, Maine (Sheet S-1)" dated August 28, 2012, made by Dow & Coulombe, Inc. and recorded at the York County Registry of Deeds in Plan Book 358, Page 26 (the "Sheet 1 Subdivision Plan"); (ii) the one Open Space lot shown on a plan entitled "Final Plan Showing Beachmont Subdivision Old Orchard Beach, Maine (Sheet S-2)" dated August 23, 2012, made by Dow & Coulombe, Inc. and recorded at the York County Registry of Deeds in Plan Book 358, Page 27 (the "Sheet 2 Subdivision Plan"); and (iii) the Open Space lot shown on a plan entitled "Final Plan Showing Beachmont Subdivision Old Orchard Beach, Maine (Sheet S-3)" dated August 23, 2012, made by Dow & Coulombe, Inc. and recorded at said Registry in Plan Book 358, Page 28 (the "Sheet 3 Subdivision Plan" and together with the Sheet 1 Subdivision Plan and the Sheet 2 Subdivision Plan, the "Beachmont Subdivision Plans").

Also two certain private rights of way or private roads commonly known as Neptune Road and Dolphin Avenue and shown on the Beachmont Subdivision Plans as "Neptune Road" and "Dolphin Avenue".

Being a portion of land described in the deed from John C. Andrews Jr., Trustee of the Janice M. Andrews Trust to Beachmont Land Development, LLC dated December 16, 2011 and recorded at said Registry in Book 16226, Page 538.

The above property is conveyed subject to and together with: (a) all easements, restrictions, conditions, and other matters shown on the Subdivision Plan and contained in the Town Subdivision Approval evidenced by such Subdivision Plan (the "Subdivision Approval") and also the terms and conditions of any state or federal land use permits and approvals relating thereto; and (b) all easements, terms, and conditions relating to said property as set forth or referenced in the Declaration of Restrictive Covenants for Beachmont Homeowners Association, Old Orchard Beach, Maine, dated August 30, 2013 and recorded on September 5, 2013, in the York County Registry of Deeds in Book 16689, Page 307, as amended by instrument dated December 13, 2018 and recorded in the York County Registry of Deeds in Book 16750, Page 604, as same may be further amended (the "Declaration").

Without limiting the terms of the foregoing, the above property is also subject to the following:

- a) **Plans.** All terms, easements, rights, restrictions, drainage and other easements as depicted on the Subdivision Plan. Additionally, the Property is further subject to the terms and conditions of the Site Plan approval, regardless of whether such terms and conditions are expressly referenced herein or recorded in the Registry of Deeds.
- b) **Environmental Permits, Septic Requirements.** The property is subject to the terms and

conditions of a certain environmental permit No. L-25698-L3-A-N dated November 19, 2012, and granted by the State of Maine Department of Environmental Protection (the "DEP") pursuant to the Maine Site Location of Development Law and Stormwater Management Law, all as more particularly described in said permit (the "DEP Permit"), which DEP permit is recorded in the York County Registry of Deeds in Book 16476, Page 735. Without limiting the foregoing, and as more particularly provided in the DEP Permit, all of the Property and the individual Lots are SUBJECT to certain requirements, terms, and restrictions relating to septic facilities serving the Lots, as affected by the Department of Environmental Protection Minor Amendment Condition compliance, recorded in said Registry of Deeds in Book 16759, Page 298. Reference is also made to DEP Order recorded in Book 16641, Page 715

OLD ORCHARD BEACH PLANNING BOARD

Cluster Subdivision and Shoreland Zoning

FINDINGS OF FACT

Beachmont Land Development LLC – Beachmont Subdivision

Project Description:

This proposal is to create and develop a 44-lot cluster subdivision for single family detached homes. The cluster layout will provide a minimum lot size of 20,000 sq. ft. with 100 feet of frontage (except along the cul-de-sac). Homes will be served by public water and individual septic systems on each lot. Internal roadways will be constructed to town subdivision standards. Power, cable and telephone service will be underground. Stormwater will be collected in a curb and catch basin system and piped to infiltration ponds. The subdivision is located at Portland Avenue, MBL: 103-1-30, in the Rural District and Stream Protection Shoreland Zoning District. Beachmont Land Development, LLC.

Planning Board Review:

WHEREAS the applicants submitted sketch plans and a pre-application for a cluster subdivision and shoreland zoning proposal to the Planning Department on January 27, 2012 and February 27, 2012;

WHEREAS sketch plan and pre-application was reviewed by the Planning Board on February 9, 2012 and March 8, 2012;

WHEREAS the application was determined complete on May 10, 2012;

WHEREAS the Planning Board conducted preliminary plan review on May 10, 2012, July 12, 2012, August 9, 2012, September 13, 2012;

WHEREAS the Planning Board conducted a site walk on June 7, 2012;

WHEREAS the Planning Board held a public hearing on July 12, 2012;

WHEREAS the applicant submitted a final plan set and application material on September 28, 2012;

WHEREAS the Planning Board conducted final review and granted cluster subdivision and shoreland zoning approval with conditions on October 11, 2012.

Referenced Plans and Documents:

The Record Plans and Profiles and other documents considered to be part of the approval by the Planning Board in this ruling consist of the following:

Exhibit A: Sketch plan and written proposal description by Blais Civil Engineers (Blais) dated January 27, 2012.

Exhibit B: Revised sketch plan by Blais, preliminary soil testing by Tooth & Associates, LLC and Traffic Assessment Study by William Bray in packet dated February 27, 2012.

Exhibit C: Traffic Assessment Study by William Bray dated February 22, 2012.

Exhibit D: Formal Cluster Subdivision and Shoreland Zoning Application and associated materials by Blais, Tooth & Associates and William Bray dated April 23, 2012.

Exhibit E: Full plan set by Blais dated April 23, 2012.

Exhibit F: Soil narrative report by Tooth & Associates LLC dated May 22, 2012.

Exhibit G: Stormwater management report by Blais dated May 22, 2012.

Exhibit H: Document packet by Blais dated July 13, 2012 including the following: revised soil narrative report by Tooth & Associates LLC; Groundwater narrative by Tooth & Associates LLC dated May 16, 2012; Stormwater management plan by Blais; Declaration of Restrictive Covenants for Beachmont Home Owners Association by Blais.

Exhibit I: Revised plan set by Blais dated July 10, 2012.

Exhibit J: Document packet by Blais dated August 1, 2012 including the following: Feasibility Study for Individual Septic Systems by Tooth & Associates dated July 17, 2012; Memo by Blais regarding municipal department heads comments dated August 1, 2012; Draft Home Owners Association Documents and offers of cession by Blais; Revised stormwater management plan by Blais.

Exhibit K: Revised plans "C-101" and "C-304" by Blais dated August 1.

Exhibit L: Document packet by Blais dated August 31, 2012 including the following: HHE-200 septic system designs by Tooth & Associate; Revised stormwater management report by Blais dated 30 August.

Exhibit M: Revised plan set by Blais dated August 30, 2012.

Exhibit N: Document packet by Blais dated September 28, 2012 including the following: Anticipated impacts to town services report by Blais dated September 28, 2012; Letter concerning watertable elevation by Sweet Associates dated September 27, 2012; Revised offer of cession; Performance Guarantee Worksheet by Blais dated September 27.

Exhibit O: Revised plan set by Blais dated September 28, 2012.

Exhibit P: Revised Declaration of Easements, Restrictions and Covenants for Beachmont Subdivision by Blais dated October 9, 2012.

Exhibit Q: Mylars with last revision date of October 10, 2012 by Dow and Coulombe.

Subdivision

NOW THEREFORE, pursuant to the Old Orchard Beach Zoning Ordinance, the Planning Board, in due consideration of this application, has determined the following facts, per Sec. 74-2.:

To ensure the comfort, convenience, safety, health and welfare of the people; to protect the environment; and to promote the development of an economically sound and stable community. To this end, in approving subdivisions within the town, the planning board shall consider the following criteria and before granting approval shall determine the following:

- (1) The proposed subdivision will not result in undue water or air pollution. In making this determination it shall at least consider the following:
 - a. The elevation of the land above sea level and its relation to the floodplains;
 - The site is above sea level and a majority of the land area lies within Zone C of the FEMA flood maps, in areas having no shading on the map, indicating areas of minimal flooding. The northwesterly portion of the property is located within Zone A of the FEMA flood maps; although, there is no proposed development in this area.
 - b. The nature of soils and subsoils and their ability to adequately support waste disposal;
 - The applicant submitted a soils narrative report, soil test pit data, a feasibility study for individual septic systems, a letter concerning watertable elevation, and septic system designs to prove each lot has the ability to accept individual septic systems.

The Planning Board found the applicant acceptably demonstrated that individual septic systems can be placed on each lot and work as well as a common sewer system. Note: the subdivision is not required to connect to the public sewer system because it is further than 1,500 feet away.

c. The slope of the land and its effect on effluents; and

- The submitted reports, studies and plans show the slope of the land should not have an effect on effluents.
- Stormwater management systems are design to treat all stormwater on-site; therefore, there should be no negative impacts to abutting properties or regulated waterbodies.
- Grading associated with construction of roads, utilities, buildings, and driveways must consider the drainage system and prevent any negative impacts.
- The stability of the soils and slopes presents no apparent determinant to surrounding water bodies.

d. The applicable state and local health and water resources regulations;

- The project requires a stormwater permit by rule through Maine Department of Environmental Protection. The applicant has applied for this permit. This permit must be secured before construction begins
- The project is within the Stream Protection Shoreland Zoning District; although, no development associated with this project will take place in the District.

(2) The proposed subdivision has sufficient water available for the reasonably foreseeable needs of the subdivision;

- The project will be served by Biddeford-Saco Water Company and will have an adequate supply of potable water for the residents.

(3) The proposed subdivision will not cause an unreasonable burden on an existing water supply, if one is to be utilized;

- The project will not cause an unreasonable burden on existing water supplies as the Biddeford-Saco Water Company has indicated they have the ability to serve the project.

(4) The proposed subdivision will not cause unreasonable soil erosion or reduction in the capacity of the land to hold water so that a dangerous or unhealthy condition may result;

- Proposed Erosion Control Plan meets BMPs as long as they are properly implemented in the field.
- A stormwater management plan has been prepared and if properly implemented, the subdivision will not cause a reduction in the capacity of the land to hold water so that a dangerous or unhealthy condition comes into existence.
- Grading, including finished grades, associated with construction of roads, utilities, buildings, and driveways must consider the overall drainage system and prevent any negative impacts.

- (5) The proposed subdivision will not cause unreasonable highway or public road congestion or unsafe conditions with respect to use of the highways or public roads existing or proposed;
- One direct vehicular access is provided to Beachmont Subdivision via Portland Ave. A second access is provided via Date Street in Homewood Park Subdivision; although, this is limited for emergency access use only. Bollards will be placed at this location.
 - Sight line distances meet minimum standards at all intersections in accordance with applicable Old Orchard Beach Zoning Ordinance standards.
 - When fully built out, Beachmont will generate 44 peak hour trips, considerably less than MaineDOT's standard for a Traffic Movement Permit.
- (6) The proposed subdivision will provide for adequate solid and sewage waste disposal;
- The applicant submitted a soils narrative report, soil test pit data, a feasibility study for individual septic systems, a letter concerning watertable elevation, and septic system designs to prove each lot has the ability to accept individual septic systems. The Planning Board found the applicant acceptably demonstrated that individual septic systems can be placed on each lot and work as well as a common sewer system. All septic system will be designed to handle sewage waste disposal. Note: the subdivision is not required to connect to the public sewer system because it is further than 1,500 feet away.
 - Curb side pickup will be utilized for solid waste disposal.
- (7) The proposed subdivision will not cause an unreasonable burden on the ability of a municipality to dispose of solid waste and sewage if municipal services are to be utilized;
- The proposal will not utilize public sewer; therefore, there will be no additional burden on municipal sewage systems.
 - Curb side pick will be used for solid waste disposal and it should not create an unreasonable burden on the waste hauler.
- (8) The proposed subdivision will not place an unreasonable burden upon local, municipal or governmental services;
- The proposal has been reviewed by public works, waste water department, fire, police, schools, and the water company. The applicant adjusted portions of the proposal to meet department requests.
 - The applicant performed a study to review anticipated impacts to town services which found the town will see an increase on its tax revenue as opposed to a negative financial impact on town services.
 - The roads and sidewalks shall remain private until the Council formally accepts. All snow removal, repair and maintenance will be handled by the Homeowners Association.
- (9) The proposed subdivision will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites or rare and irreplaceable natural areas;
- The applicant contacted the Department of Conservation and Department of Inland Fisheries and Wildlife. They determined the subdivision will not have an undue adverse impact to the scenic or natural beauty, aesthetics, historic sites or rare and

irreplaceable natural areas. The Maine Historic Preservation Commission requested a Phase I archaeological survey which was acceptably performed.

- There are no known historical sites on this property.
- The single-family detached dwellings are compatible with adjacent land uses. The subdivision is designed to be a neighborhood to fit harmoniously within its surroundings.

(10) The proposed subdivision is in conformance with a duly adopted subdivision regulation or ordinance, comprehensive plan, development plan, or land use plan, if any;

- The proposed plan demonstrates consistency with the Rural District and Stream Protection District, the Subdivision Ordinance, and the 1993 Comprehensive Plan.
- Lot sizes can be adjusted because this proposal is a cluster subdivision.
- The Planning Board granted two waivers/modifications:
 - A. Modification to 74-309 (L) allowing one of the two street connections (Date Street) for subdivision ingress/egress to have controlled access via collapsible bollards.
 - B. Waiver of 74-278 (b) (7) allowing the use of individual subsurface wastewater disposal systems rather than a central collection system.

(11) The subdivider has adequate financial and technical capacity to meet the standards stated in subsections (1) through (10) of this section;

- Before development, the applicant shall provide performance assurances based on approved cost estimates.

(12) Whenever situated, in whole or in part, within 250 feet of any pond, lake, river or tidal waters, the proposed subdivision will not adversely affect the quality of such body of water or unreasonably affect the shoreline of such body of water;

- A portion of the projects land is within the Stream Protection Shoreland Zoning District; although, no development or soil disturbance will take place within this area. This area is identified to remain as open space.
- Proposed Erosion Control Plan meets BMPs as long as they are properly implemented in the field.
- A portion of the projects land is within the Zone A of the FEMA flood maps; although, no development or soil disturbance will take place within this area. This area is identified to remain as open space. Development is located in Zone C of the FEMA flood maps indicating areas of minimal flooding
- A stormwater management plan has been completed and proper implementation of the plan should not result in adverse affects to water quality of any pond, lake, river or tidal waters. Grading, including finished grades, associated with construction of roads, utilities, buildings, and driveways must consider the overall drainage system and prevent any negative impacts.

(13) The proposed subdivision will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater; and

- The proposed stormwater management plan provides Best Management Practices (BMPs) and should not affect the quality or quantity of groundwater as long as it is

properly implemented and the infrastructure is maintained. Grading, including finished grades, associated with construction of roads, utilities, buildings, and driveways must consider the overall drainage system and prevent any negative impacts.

- Both stormwater and subsurface sanitary waste disposal systems will be constructed to meet current state and local environmental and engineering standards.

(14) The proposed subdivision will not unreasonably interfere with access to direct sunlight for solar energy systems.

- There are no existing solar energy systems on the abutting properties. The development location will not unreasonably interfere with solar gain to adjacent parcels. The height of the proposed structures will not interfere with their ability to access direct sunlight.

Subdivision Requirements Waivers (Granted)

- A. Section 74-278 (b) (7): The Planning Board granted a waiver to allow individual septic systems for the following reasons:
- Public sewer is more than 1,500 feet away.
 - The applicant submitted a soils narrative report, soil test pit data, a feasibility study for individual septic systems, a letter concerning watertable elevation, and septic system designs to prove each lot has the ability to accept individual septic systems. The Planning Board found the applicant acceptably demonstrated that individual septic systems can be placed on each lot and work as well as a common sewer system.
 - The soils data show there is adequate soils capacity.
 - The individual subsurface waste water systems will be designed in conformance with the town's and state's subsurface waste water rules.
 - Because the proposed lots will be serviced by public water, there will be no issues meeting the minimum separation distance between septic systems and wells.
- B. Section 74-309 (1): The Planning Board granted a modification to allow the second egress/ingress be used for emergency purpose only for the following reasons:
- To address neighbors' concerns associated with the potential dangers of increased traffic on what is currently a dead end street.
 - Engineering concerns regarding if Date Street is designed to handle the additional traffic.
 - Traffic Engineer's recommendation to ensure pedestrian and vehicle safety for both residential neighborhoods.
 - Public safety will still have the ability to access Beachmont via Date Street.

Shoreland Zoning

NOW THEREFORE, pursuant to the Old Orchard Beach Zoning Ordinance, Sec.78-1202 – 1217 **Shoreland Zoning Performance Standards**, the Planning Board, in due consideration of this application, has determined the following facts:

78-1202: Principle and Accessory buildings and structures.

All structures are required to be setback at least 100 feet of the normal high water mark (HWM). All principle and accessory structures will be set back beyond 100 feet from the HWM. The area of the subdivision within the Stream Protection District will be open space; therefore, there will be no construction or development within the district. All construction, development and site work is located in the Rural District.

78-1203: Structures and uses extending over or beyond normal high water mark of a waterbody or within a wetland.

The structure and use do not extend over or beyond the HWM or within a wetland.

78-1204: Campgrounds.

This project is not a campground.

78-1205: Parking.

There will be no parking lots or parking of any kind within the Stream Protection District.

78-1206: Roads and driveways

1. No new roads or driveways will be constructed within the shoreland district. All new roads and driveways will be located in the Rural District.
2. Items 2 – 9 are not applicable to this project as these items are specific standards that apply to roadway construction.

78-1207: Signs

There will be no signs located in the Stream Protection District; therefore, this section is not applicable.

78-1208: Stormwater runoff

1. There will be no new construction or development located within the Stream Protection District.
2. All stormwater systems are designed to meet Department of Environmental Protection specifications.

78-1209: Essential services

Essential services will not be installed or located within the stream Protection District.

78-1210: Subsurface Waste Water Disposal

1. There will be no subsurface waste water disposal systems located within the Stream Protection District. All subsurface waste water disposal systems will be located within the Rural District.
2. All subsurface waste water disposal systems will be designed to meet the most recent Maine Subsurface Waste Water Disposal Rules.

78-1211: Agriculture

This project does not involve agriculture activities; therefore, this section is not applicable.

78-1212: Timber Harvesting

This project does not involve timber harvesting activities; therefore, this section is not applicable.

78-1213: Clearing of vegetation for development

There will be no disturbance of soils or clearing of vegetation within the Stream Protection District. All construction, development and site work is located in the Rural District.

78-1214: Water quality

1. The subdivision includes a stormwater management plan and soils report that have been found to adequately meet water quality standards.
2. As long that subsurface waste water disposal systems and stormwater drainage systems are installed according to applicable rules and approved plans, no development within the subdivision should introduce contaminants sufficient to affect groundwater resources.
3. This subdivision is required to meet applicable Maine DEP water quality standards.

78-1215: Erosion and sedimentation control

1. No construction, development or site work will take place within the Stream Protection District.
2. Work adjacent to waterbodies, adjacent to the Stream Protection District and throughout the site is required to implement an erosion control plan that meets applicable Best Management Practices. Proposed erosion control plan meets BMPs as long as they are properly implemented in the field.

78-1216: Soils

1. There will be no site work, development or construction within the Stream Protection District.
2. All land uses and structures adjacent to the Stream Protection District have been designed so they will not create adverse impacts to the environment. The applicant submitted a stormwater management report, soils narrative report, soil test pit data, a feasibility study for individual septic systems, a letter concerning watertable elevation, and septic system designs to show the soils are acceptable for both stormwater and waste water disposal systems.

78-1217: Archaeological sites

The applicant contacted the Maine Historic Preservation Commission and they requested a Phase I archaeological survey which was acceptably performed.

NOW THEREFORE the Old Orchard Beach Planning Board has in its Findings of Fact determined that the proposed project will HAVE NO SIGNIFICANT IMPACT, the Old Orchard Beach Planning Board HEREBY RESOLVES to grant Cluster Subdivision and Shoreland Zoning Approval to *Beachmont Land Development LLC* for the development of a 44 lot residential subdivision including infrastructure, roads, and associated site improvements at the above referenced property contingent upon the following conditions:

1. Construction shall not begin until all applicable Maine Department of Environmental Protection permit application approvals are secured by the applicant and/or property owner. If these MDEP approvals change the plans and written documentation that were

submitted and part of the Planning Board approval, those changes shall be presented to the Planning Board.

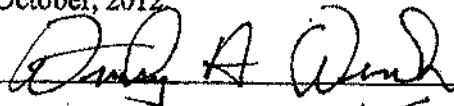
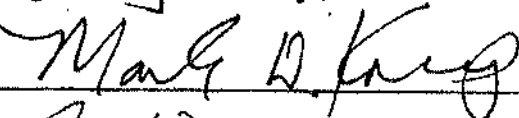
2. The traffic exclusion device at Date Street connection to remain for 25 years. This time frame may be extended.

3. Date Street shall not be used as a construction entrance.

4. Lots 27 - 32 shall be graded such that surface drainage is directed towards the drainage system. Lots 28 and 30 shall be graded to direct all surface drainage from the rear of the property to the field inlets located along the down gradient side lot line.

5. Any substantive changes to the Declaration of Easements, Restrictions and Covenants for Beachmont Subdivision as presented in its final form (10-9-12) shall be presented to the Planning Board for their consideration.

SO APPROVED BY THE OLD ORCHARD BEACH PLANNING BOARD this 11th day of
October, 2012


Date: 11 October 2012



March 20, 2026

Brian Hannon
Beachmont HOA
27 Dolphin Avenue
Old Orchard Beach, ME 04064
bha1064044@aol.com

Re: Water Infrastructure Acceptance – Neptune Road & Dolphin Avenue, Old Orchard Beach

Greetings,

The Maine Water Company (MWC) has received your request for documentation that the water infrastructure in Neptune Road and Dolphin Avenue have been accepted by MWC for ownership and maintenance. The water infrastructure was installed by David Alves of Beachmont Land Development, LLC as part of the Beachmont Subdivision and subsequently accepted as public water infrastructure by MWC.

MWC owns and maintains $\approx$ 1,300 feet of 8-inch ductile iron pipe, (11) 1-inch service laterals, and 2 public fire hydrants in the Neptune Road right-of-way, and $\approx$ 1,940 feet of 8-inch ductile iron pipe, (32) 1-inch service laterals, and two public fire hydrants in the Dolphin Avenue right-of-way.

If you have any additional questions, please do not hesitate to contact our office at 1-800-287-1643 or by email at MWCengineering@mainewater.com.

Sincerely,
The Maine Water Company

A handwritten signature in black ink, appearing to read "P. Gero".

Patrick Gero, PE
Project Engineer

Date: **12/4/2025**

Project No.: **11606P**

To: **Mike Foster, Associate Town Planner**

From: **Jaime Wallace, PE**

Subject: **Beachmont Subdivision – Drawdown Request No. 2 – December 2025**

Wright-Pierce has processed the final drawdown at the request of the Owner, for the Beachmont Subdivision located off Portland Avenue in Old Orchard Beach. Our review of the drawdown is based on site inspections completed on April 27, 2021, for a substantial completion walkthrough, October 2, 2024, for surface paving, January 14, 2025, and November 24, 2025, for a final completion walkthrough. Wright-Pierce conducted several other infrastructure inspections for previous drawdown requests. These inspections can be found in the most recent field report dated November 24, 2025. Based on our review and the project achieving final completion, we offer the following comment:

- Contingency: The Owner has completed all punchlist items which was verified during the November 24, 2025, site walk. We understand the Owner will be offering the road for acceptance to the Town. Therefore, we recommend the Town release the remaining retainage on the project.

Based on the above, we recommend a drawdown in the amount of **\$14,219.92**.

Drawdown Summary – Beachmont Subdivision

Drawdown Number/Date	Drawdown Approved
Drawdown No. 1 (November 2024)	\$94,799.44
Drawdown No. 2 (December 2025)	\$14,219.92

Michael Foster

From: Jaime Wallace <jaime.wallace@wright-pierce.com>
Sent: Tuesday, December 2, 2025 8:17 AM
To: Michael Foster; David Pinkham; Jeffrey Hinderliter; Rickey Haskell
Cc: Brooke Springer; Christine Rinehart; 'c.seamans@yahoo.com'
Subject: Beachmont Final Walkthrough DFR
Attachments: 2025-11-24_Beachmont_DFR_FinalWalkthrough.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Good Morning,

Please see attached field report from last week's final walkthrough at Beachmont. No outstanding punchlist items remain.

Please let me know if you have any questions. Mike, if you need a memo to close this out just let me know and I can draft one up quickly.

Thanks,
Jaime

Jaime Wallace, PE
Wright-Pierce | Project Manager
direct 207.798.3744 | office 207.725.8721

3rd PARTY INSPECTION FIELD REPORT

Project OOB – Beachmont Development
 Contract No. 11606P/U Date: November 24, 2025
 Job Location Portland Avenue
 Owner Cary Seamans and Dave Alves
 Design Engineer Blais Civil Engineers
 Contractor: Shaw Brothers
 Weather: Cloudy Temperature 45°F
 Time On-Site 1:00 P.M. Time Leaving Site 2:00 P.M.
 Requested Inspection Final Walkthrough
 Area of Work No active construction
 ESC Inspection Completed: Project substantially complete

Inspection Visitors/Personnel On-site:

- Jalme Wallace, Wright-Pierce
- Mike Foster, Town of Old Orchard Beach Associate Planner
- Cary Seamans, Developer

Summary of Construction Activities/Comments/Observations:

- Wright-Pierce was contacted by the Town to conduct a Final Walkthrough to review items which were previously noted as incomplete during previous walkthroughs in anticipation of the road being offered for acceptance by the developer.
- No active earthwork. Project reached substantial completion on April 27, 2021.
- The following items were noted on previous site inspections and remain outstanding. These items will be confirmed during a final walkthrough prior to project closeout:
 - The following inspections were reviewed and remain outstanding:
 - All required inspections for Phase III except surface paving. However, the developer has submitted all required documentation for subsurface gravel and pavement mix designs.

Documents Submitted/Reviewed On-Site/Discussed:

- None at this time.

Actions Required:

- See missing documentation/inspections/incomplete items above.

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

Action/Deficiency Summary (Observed during previous inspection)	Date Observed	Resolved (Yes/No)	Re- inspection Date(s)	Comments/Corrective Actions taken and/or Additional Observations
Additional ESCs required at stockpile adjacent to treatment pond at end of Dolphin Avenue	5/18/17	Yes	4/18/18, 5/18/2020	
Access road to the Dolphin Ave treatment pond should be stabilized and construction entrance	5/18/17	Yes	4/18/18	

maintained				
Neptune Road Treatment Pond should be re-vegetated.	4/18/18	Yes		
ESCs should be removed from stabilized areas.	4/18/18	Yes		

Document Tracking:

Date Documents Submitted	Reference Documents	Notes/Revisions
Pre-Construction Documents		
4/30/2013	Primary Contact for Project Communication	Provided during pre-con meeting
4/30/2013	Contact Information for Construction Team	Provided during pre-con meeting
4/30/2013	Construction Schedule	Provided during pre-con meeting
5/1/13	PDF of Site/Subdivision Plans and Details -- <i>Issued for Construction</i>	Provided during pre-con meeting
Project substantially complete	Performance Guarantee and Escrow	Project substantially complete
Project substantially complete	Copy of Erosion and Sedimentation Control Plan <i>(A copy should be on-site at all times along with contractor logs)</i>	Project substantially complete
Project substantially complete	Copy of Approved Permits and Order of Conditions	Project substantially complete
Project substantially complete	Copy of the Post-Construction Management Plan, Signed Maintenance Agreement and List of Post-Construction BMPs in accordance with Ch 71 Requirements	Project substantially complete
Construction Documents		
	Erosion and Sedimentation Control Logs	
8/9/13 9/15/15	ESC, Site Inspections and Field Reports by Engineer-of-Record or Developers Inspection Engineer	8/9/13: Neptune Road Infiltration Pond – report by Blais Civil Engineers. 9/15/15: Maine DEP letter, Dolphin Ave Infiltration Basin. Letter report by Blais Civil Engineers.
7/11/2013 7/30/2013 10/17/2017 10/23/2017	Roadway: Aggregate Gradation Results	7/11/2013 & 7/30/2013 Phase I: Type D COMPLETE 10/17/2017 & 10/23/2017 Phase III: Type A COMPLETE
7/26/2013 7/30/2013 10/21/2014 10/17/2017	Roadway: Compaction Testing Results	7/26/2013 & 7/30/2013 Phase I: Type D COMPLETE 10/21/2014 & 10/17/2017 Phase III: Type D COMPLETE 11/21/2014: Type D COMPLETE
10/19/2017	Roadway: Pavement Mix Design	Completed
10/24/2017 10/10/2024 11/18/2024	Roadway: Weight-slips	Phase III binder pavement weight slips provided. 10/10/2024: Surface pavement weight slips provided 11/18/2024: Phase I & II binder pavement weight slips provided.
Water main In service	Water Main Acceptance Letter from MaineWater	Water main in service.

Inspections Completed		
5/6/2013	Clearing and Grubbing	Completed
5/6/2013	Erosion and Sedimentation Control	Completed
Not Applicable	Wastewater Collection System (Sewer) Installation	Not applicable, no public sewer
Not Applicable	Wastewater Collection System (Sewer) Testing	Not applicable, no public sewer
Not Applicable	CCTV Inspection of Sewer Infrastructure	Not applicable, no public sewer
5/30/2013	Storm Drain Installation (Infrastructure)	Completed
5/30/2013	Storm Drain Installation (graded)	Completed
8/9/2013, 9/15/2015	Stormwater BMPs (inspection by EOR Anticipated)	8/9/13: Neptune Road Infiltration Pond - report by Blais Civil Engineers. 9/15/15: Maine DEP letter, Dolphin Ave Infiltration Basin. Letter report by Blais Civil Engineers.
5/24/2013 10/2/2014	Site Subgrade	Phase I & Phase II completed.
7/18/2013 10/22/2014	Aggregate Base Material	Phase I & Phase II completed. 9/19/2014, 6/26/2017, and 11/17/2025, Material test results submitted.
8/19/2013 11/13/2014	Aggregate Subbase Material	Phase I & Phase II Completed. 9/19/2014, 6/26/2017, and 11/17/2025, Material test results submitted.
8/20/2013 11/13/2014	Pavement: Binder	Phase I & Phase II inspections completed by DPW.
10/2/2024	Pavement: Surface	10/2/2024: COMPLETE
1/14/2025	Loam and Seed/Landscaping	1/14/2025: Final walkthrough completed
4/27/2021	Substantial Completion	Walkthrough completed. See punchlist items and missing documentation above.
1/14/2025	Final Completion	1/14/2025: Walkthrough completed. See punchlist items and missing documentation above. 11/24/2025: Walkthrough completed. No punchlist items remain.

Signed By: Jaime Wallace

Name: Jaime Wallace, PE Title: Project Manager

Copy To:

Jeffrey Hinderliter, Town Planner, jhinderliter@oobmaine.com

Michael Foster, Associate Planner, mfoster@oobmaine.com

David Pinkham, Director of Public Works, dpinkham@oobmaine.com

Rick Haskell, Code Enforcement Officer, rhaskell@oobmaine.com

Jaime Wallace, Wright-Pierce, jaime.wallace@wright-pierce.com

Brooke Springer, Wright-Pierce, brooke.springer@wright-pierce.com

Christine Rinehart, Wright-Pierce, Christine.Rinehart@wright-pierce.com

Photos: None collected

Date: **12/4/2025**

Project No.: **11606P**

To: **Mike Foster, Associate Town Planner**

From: **Jaime Wallace, PE**

Subject: **Beachmont Subdivision – Drawdown Request No. 2 – December 2025**

Wright-Pierce has processed the final drawdown at the request of the Owner, for the Beachmont Subdivision located off Portland Avenue in Old Orchard Beach. Our review of the drawdown is based on site inspections completed on April 27, 2021, for a substantial completion walkthrough, October 2, 2024, for surface paving, January 14, 2025, and November 24, 2025, for a final completion walkthrough. Wright-Pierce conducted several other infrastructure inspections for previous drawdown requests. These inspections can be found in the most recent field report dated November 24, 2025. Based on our review and the project achieving final completion, we offer the following comment:

- Contingency: The Owner has completed all punchlist items which was verified during the November 24, 2025, site walk. We understand the Owner will be offering the road for acceptance to the Town. Therefore, we recommend the Town release the remaining retainage on the project.

Based on the above, we recommend a drawdown in the amount of **\$14,219.92**.

Drawdown Summary – Beachmont Subdivision

Drawdown Number/Date	Drawdown Approved
Drawdown No. 1 (November 2024)	\$94,799.44
Drawdown No. 2 (December 2025)	\$14,219.92

3rd PARTY INSPECTION FIELD REPORT

Project	OOB – Beachmont Development		
Contract No.	11606P/U	Date:	January 14, 2025
Job Location	Portland Avenue		
Owner	Cary Seamans and Dave Alves		
Design Engineer	Blais Civil Engineers		
Contractor:	Shaw Brothers		
Weather:	Cloudy	Temperature	35°F
Time On-Site	1:00 P.M.	Time Leaving Site	3:00 P.M.
Requested Inspection	Final Completion Walkthrough		
Area of Work	No active construction		
ESC Inspection Completed:	Project substantially complete		

Inspection Visitors/Personnel On-site:

- Jaime Wallace, Wright-Pierce
- Mike Foster, Town of Old Orchard Beach Associate Planner
- David Pinkham, Town of Old Orchard Beach Public Works Director
- Cary Seamans, Developer

Summary of Construction Activities/Comments/Observations:

- Wright-Pierce was contacted by the Town to conduct a Final Completion Walkthrough to review items which were previously noted as incomplete during April 27, 2021, Substantial Completion Walkthrough.
- No active earthwork. Project reached substantial completion on April 27, 2021.
- The following items were noted on previous site inspections and remain outstanding. These items will be confirmed during a final walkthrough prior to project closeout:
 - The following documentation was reviewed and remains outstanding:
 - Compaction test results for Type A all phases
 - Gradation test results for Type A Phase I & II.
 - Compaction test results for Type D Phase II.
 - Gradation test results for Type D Phase II & III.
 - The following inspections were reviewed and remain outstanding:
 - All required inspections for Phase III except surface paving.
 - The following items were reviewed as incomplete/needing maintenance:
 - Missing stop bars.
 - Missing street signage.
 - As-built documentation required.
 - Monumentation required.
 - Extend stop signs to comply with FHWA.

Documents Submitted/Reviewed On-Site/Discussed:

- None at this time.

Actions Required:

- See missing documentation/inspections/incomplete items above.

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

Action/Deficiency Summary (Observed during previous inspection)	Date Observed	Resolved (Yes/No)	Re- inspection Date(s)	Comments/Corrective Actions taken and/or Additional Observations
Additional ESCs required at stockpile adjacent to treatment pond at end of Dolphin Avenue	5/18/17	Yes	4/18/18, 5/18/2020	
Access road to the Dolphin Ave treatment pond should be stabilized and construction entrance maintained	5/18/17	Yes	4/18/18	
Neptune Road Treatment Pond should be re-vegetated.	4/18/18	Yes		
ESCs should be removed from stabilized areas.	4/18/18	Yes		

Document Tracking:

Date Documents Submitted	Reference Documents	Notes/Revisions
Pre-Construction Documents		
4/30/2013	Primary Contact for Project Communication	Provided during pre-con meeting
4/30/2013	Contact Information for Construction Team	Provided during pre-con meeting
4/30/2013	Construction Schedule	Provided during pre-con meeting
5/1/13	PDF of Site/Subdivision Plans and Details – <i>Issued for Construction</i>	
	Performance Guarantee and Escrow	
	Copy of Erosion and Sedimentation Control Plan <i>(A copy should be on-site at all times along with contractor logs)</i>	
	Copy of Approved Permits and Order of Conditions	
	Copy of the Post-Construction Management Plan, Signed Maintenance Agreement and List of Post- Construction BMPs in accordance with Ch 71 Requirements	
Construction Documents		
	Erosion and Sedimentation Control Logs	
8/9/13 9/15/15	ESC, Site Inspections and Field Reports by Engineer-of-Record or Developers Inspection Engineer	8/9/13: Neptune Road Infiltration Pond – report by Blais Civil Engineers. 9/15/15: Maine DEP letter, Dolphin Ave Infiltration Basin. Letter report by Blais Civil Engineers.
7/11/2013 7/30/2013 10/17/2017 10/23/2017	Roadway: Aggregate Gradation Results	7/11/2013 & 7/30/2013 Phase I: Type D COMPLETE 10/17/2017 & 10/23/2017 Phase III: Type A COMPLETE
7/26/2013 7/30/2013 10/21/2014 10/17/2017	Roadway: Compaction Testing Results	7/26/2013 & 7/30/2013 Phase I: Type D COMPLETE 10/21/2014 & 10/17/2017 Phase III: Type D COMPLETE
10/19/2017	Roadway: Pavement Mix Design	Completed

10/24/2017 10/10/2024 11/18/2024	Roadway: Weight-slips	Phase III binder pavement weight slips provided. 10/10/2024: Surface pavement weight slips provided 11/18/2024: Phase I & II binder pavement weight slips provided.
Water main in service	Water Main Acceptance Letter from MaineWater	Water main in service.
Inspections Completed		
5/6/2013	Clearing and Grubbing	Completed
5/6/2013	Erosion and Sedimentation Control	Completed
Not Applicable	Wastewater Collection System (Sewer) Installation	Not applicable, no public sewer
Not Applicable	Wastewater Collection System (Sewer) Testing	Not applicable, no public sewer
	CCTV Inspection of Sewer Infrastructure	
5/30/2013	Storm Drain Installation (Infrastructure)	Completed
5/30/2013	Storm Drain Installation (graded)	Completed
8/9/2013, 9/15/2015	Stormwater BMPs (inspection by EOR Anticipated)	8/9/13: Neptune Road Infiltration Pond – report by Blais Civil Engineers. 9/15/15: Maine DEP letter, Dolphin Ave Infiltration Basin. Letter report by Blais Civil Engineers.
5/24/2013 10/2/2014	Site Subgrade	Phase I & Phase II completed.
7/18/2013 10/22/2014	Aggregate Base Material	Phase I & Phase II completed.
8/19/2013 11/13/2014	Aggregate Subbase Material	Phase I & Phase II Completed
8/20/2013 11/13/2014	Pavement: Binder	Phase I & Phase II Inspections completed by DPW.
10/2/2024	Pavement: Surface	10/2/2024: COMPLETE
1/14/2025	Loam and Seed/Landscaping	1/14/2025: Final walkthrough completed.
4/27/2021	Substantial Completion	Walkthrough completed. See punchlist items and missing documentation above.
1/14/2025	Final Completion	1/14/2025: Walkthrough completed. See punchlist items and missing documentation above.

Signed By:

Jaime Wallace

Name

Jaime Wallace, PE

Title

Project Manager

Copy To:

Jeffrey Hinderliter, Town Planner, jhinderliter@oobmaine.com

Michael Foster, Associate Planner, mfocter@oobmaine.com

David Pinkham, Director of Public Works, dpinkham@oobmaine.com

Rick Haskell, Code Enforcement Officer, rhaskell@oobmaine.com

Jaime Wallace, Wright-Pierce, jaime.wallace@wright-pierce.com

Brooke Springer, Wright-Pierce, brooke.springer@wright-pierce.com

Christine Rinehart, Wright-Pierce, Christine.rinehart@wright-pierce.com

Photos: None collected

3rd PARTY INSPECTION FIELD REPORT

Project	OOB – Beachmont Development		
Contract No.	11606P/U	Date:	October 2, 2024
Job Location	Portland Avenue		
Owner	Cary Seamans and Dave Alves		
Design Engineer	Blais Civil Engineers		
Contractor:	Shaw Brothers		
Weather:	Cloudy	Temperature	62°F
Time On-Site	7:00 A.M.	Time Leaving Site	4:30 P.M.
Requested Inspection	Road and Sidewalk Surface Paving		
Area of Work	Road and Sidewalk Surface Paving		
ESC Inspection Completed:	Yes – MS4 Inspection (See separate field report)		

Inspection Visitors/Personnel On-site:

- Ron May, Wright-Pierce

Summary of Construction Activities/Comments/Observations:

- Wright-Pierce was contacted to complete a surface paving inspection at Beachmont.
- The active construction onsite consisted of paving for the road and sidewalks.
- Wright-Pierce arrived onsite around 7:00 A.M. and stayed until around noon and returned from 3:30 pm to 4:30 pm.
- Please see attached pavement observation report for detailed information on the pavement placement.
- The following items were noted on previous site inspections and remain outstanding. These items will be confirmed during a final walkthrough prior to project closeout:
 - The following documentation was reviewed and remains outstanding:
 - Binder pavement mix design and batch tickets.
 - Compaction test results for Phase III.
 - Gradation test results for Phase III.
 - The following inspections were reviewed and remain outstanding:
 - All required inspections for Phase III except surface paving.
 - The following items were reviewed as incomplete/needing maintenance:
 - Lighting not installed at the end of Neptune Road.
 - Issues with curbing being damaged particularly at driveway curb cuts that should be addressed.
 - Issues with alignment of handicap warning device at intersection of Dolphin Ave. and Neptune Road.
 - Missing stop signs and stop bars.
 - Missing street signage.
 - As-built documentation required.
 - Monumentation required.
 - Material stockpiles should be removed from wet pond area.
 - Reinforced grass driveway required down to wet pond area.
 - Follow up with gate vs. bollards at intersection with Date Street.

Documents Submitted/Reviewed On-Site/Discussed:

- None at this time.

Actions Required:

- See missing documentation/inspections/incomplete items above.

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

Action/Deficiency Summary (Observed during previous inspection)	Date Observed	Resolved (Yes/No)	Re- inspection Date(s)	Comments/Corrective Actions taken and/or Additional Observations
Additional ESCs required at stockpile adjacent to treatment pond at end of Dolphin Avenue	5/18/17	Yes	4/18/18, 5/18/2020	
Access road to the Dolphin Ave treatment pond should be stabilized and construction entrance maintained	5/18/17	Yes	4/18/18	
Neptune Road Treatment Pond should be re-vegetated.	4/18/18	Yes		
ESCs should be removed from stabilized areas.	4/18/18	Yes		

Document Tracking:

Date Documents Submitted	Reference Documents	Notes/Revisions
Pre-Construction Documents		
4/30/2013	Primary Contact for Project Communication	Provided during pre-con meeting
4/30/2013	Contact Information for Construction Team	Provided during pre-con meeting
4/30/2013	Construction Schedule	Provided during pre-con meeting
5/1/13	PDF of Site/Subdivision Plans and Details – <i>Issued for Construction</i>	
	Performance Guarantee and Escrow	
	Copy of Erosion and Sedimentation Control Plan <i>(A copy should be on-site at all times along with contractor logs)</i>	
	Copy of Approved Permits and Order of Conditions	
	Copy of the Post-Construction Management Plan, Signed Maintenance Agreement and List of Post- Construction BMPs in accordance with Ch 71 Requirements	
Construction Documents		
	Erosion and Sedimentation Control Logs	
8/9/13 9/15/15	ESC, Site Inspections and Field Reports by Engineer-of-Record or Developers Inspection Engineer	8/9/13: Neptune Road Infiltration Pond – report by Blais Civil Engineers. 9/15/15: Maine DEP letter, Dolphin Ave Infiltration Basin. Letter report by Blais Civil Engineers.
7/11/13 & 7/30/13 Neptune Road Only	Roadway: Aggregate Gradation Results	Gradation results completed on Neptune Road by RW Gillespie, sieve analysis dated 7/30/13 and 7/11/13.

7/15/13 7/29/13 10/14/2014	Roadway: Compaction Testing Results	In-place density testing completed on Neptune Road & Dolphin Rd. by RW Gilliespie, reports dated 7/15/13, 7/29/13, & 10/21/14.
10/19/2017	Roadway: Pavement Mix Design	Completed
10/24/2017 10/10/2024	Roadway: Weight-slips	Phase III binder pavement weight slips provided. 10/10/2024: Surface pavement weight slips provided
Water main in service	Water Main Acceptance Letter from MaineWater	Water main in service.
Inspections Completed		
5/6/2013	Clearing and Grubbing	Completed
5/6/2013	Erosion and Sedimentation Control	Completed
Not Applicable	Wastewater Collection System (Sewer) Installation	Not applicable, no public sewer
Not Applicable	Wastewater Collection System (Sewer) Testing	Not applicable, no public sewer
	CCTV Inspection of Sewer Infrastructure	
5/30/2013	Storm Drain Installation (Infrastructure)	Completed
5/30/2013	Storm Drain Installation (graded)	Completed
8/9/2013, 9/15/2015	Stormwater BMPs (Inspection by EOR Anticipated)	8/9/13: Neptune Road Infiltration Pond - report by Blais Civil Engineers. 9/15/15: Maine DEP letter, Dolphin Ave Infiltration Basin. Letter report by Blais Civil Engineers.
5/24/2013 10/2/2014	Site Subgrade	Phase I & Phase II completed.
7/18/2013 10/22/2014	Aggregate Base Material	Phase I & Phase II completed.
8/19/2013 11/13/2014	Aggregate Subbase Material	Phase I & Phase II Completed
8/20/2013 11/13/2014	Pavement: Binder	Phase I & Phase II Inspections completed by DPW.
10/2/2024	Pavement: Surface	10/2/2024: COMPLETE
	Loam and Seed/Landscaping	
4/27/2021	Substantial Completion	Walkthrough completed. See punchlist items and missing documentation above.
	Final Completion	

Signed By: Jaime Wallace

Name Jaime Wallace, PE Title Project Manager

Copy To:

Jeffrey Hinderliter, Town Planner, jhinderliter@opbmaine.com

Michael Foster, Associate Planner, mfoster@opbmaine.com

Joe Cooper, Director of Public Works, jwhite@opbmaine.com

Rick Haskell, Code Enforcement Officer, rhaskell@opbmaine.com

Jaime Wallace, Wright-Pierce, jaime.wallace@wright-pierce.com

Christine Rinehart, Wright-Pierce, Christine.rinehart@wright-pierce.com

Ron May, Wright-Pierce, Ronald.may@wright-pierce.com

Photos: See attached pavement inspection form for photos.

Bifuminous Pavement Observation Report

Project Name:	Old Orchard Beach Development Review – Beachmont Subdivision Surface Paving	Project No.:	11606P
Client:	Old Orchard Beach, ME	Date:	10/02/2024
Location:	Neptune Rd and Dolphin Ave	Observer:	Ron May
Time:	7:00 AM prep, 8:45 AM paving	Weather:	62°F - Cloudy
Course:	☐ Base ☒ Surface ☐ Shim	Mix Type (Size & No.):	9.5 MM

Pre-Placement Observations

N/O

Comments

Compacted Surface (if gravel)	Yes ☐ No ☐	☒	Site had been previously binder paved
Clean & Dry Surface (if pavement)	Yes ☒ No ☐	☐	
Structures Secure (i.e. Manholes, CB's, etc.)	Yes ☒ No ☐	☐	

Placement Observations

N/O

Comments

Required Mix Used	Yes ☒ No ☐	☐	9.5 MM
Required Thickness	Yes ☒ No ☐	☐	Uncompacted: Compacted: 3/4" or >3/4" (Road)
Ambient Temp. Above Specification*	Yes ☒ No ☐	☐	62
Mix Temp between 275°F – 325°F**	Yes ☒ No ☐	☐	See below
Proper Joint Construction	Yes ☒ No ☐	☐	
Trucks Dumping Material in Front of Paver	Yes ☒ No ☐	☐	

*See Table 1 below for MDDOT seasonal and temperature limitations.

**Temperature in delivery truck or paver.

Temperature Reading

Location
(Truck, Paver, etc.)

Time

285	Truck	9:00 AM
284	Truck	9:25 AM
279	Truck	9:40 AM
278	Truck	9:55 AM
277	Truck	10:10 AM
276	Truck	10:50 AM
299	Truck	11:10 AM
298	Truck	11:30 AM

297	Truck	11:50 AM
LEFT SITE 12:00 PM		
RETURNED AT 3:30 PM		
304	Truck	4:15 PM
302	Truck	4:30 PM
LEFT SITE AT 4:35 PM		

Equipment	On-Site and Used?	Additional Comments
Paver	Yes ☒ No ☐	1
Smooth Drum Roller	Yes ☒ No ☐	2 large, 2 small
Rubber Tire Roller	Yes ☒ No ☐	1
Plate Compactor	Yes ☒ No ☐	2
Tack Truck	Yes ☒ No ☐	1
Other:	Yes ☒ No ☐	skid steer, 6 Asphalt delivery trucks

Non-Conformance Items Observed	Yes ☐ No ☒ ☐
Non-Conformance Item Description:	
Action taken by W-P:	
N/O = Not Observed	

Table 1: Maine DOT Seasonal and Temperature Limitations

Use	Minimum Ambient Air Temperature	Zone 1 Allowable Placement Dates	Zone 2 Allowable Placement Dates
Surface course (travelway & adjacent shoulders) less than 1 in. thick placed during conditions defined as "night work"	50°F	June 1 to Saturday following September 1	
Surface course (travelway & adjacent shoulders) less than 1 in. thick	50°F	May 15 to Saturday following September 15	
Travelway surface course greater than or equal to 1 in. thick	50°F	May 1 to Saturday following October 1	April 15 to Saturday following October 15
HMA for surface course on bridge decks	60°F	May 1 to Saturday following October 1	April 15 to Saturday following October 15
HMA for base or shim course on bridge decks	50°F	April 15 to November 15	
HMA for use other than travelway surface course	40°F	April 15 to November 15	
HMA for curbs, driveways, sidewalks, islands, or other incidentals	40°F	N/A	N/A
HMA produced with an approved WMA technology for base or shim course	35°F	April 15 to November 15	

Photos:



Photo 1: Start of paving on the SE end of Dolphin Avenue in the cul-de-sac (Photo taken by Ron May Dated 10/2/2024)



Photo 2: Paving headed NW on Dolphin Avenue toward its intersection with Neptune Road (Photo taken by Ron May Dated 10/2/2024)



Photo 3: Roller compacting pavement near the intersection of Dolphin Avenue and Neptune Road, facing SE (Photo taken by Ron May Dated 10/2/2024)



Photo 4: SE side of Dolphin Avenue paved, facing NW (Photo taken by Ron May Dated 10/2/2024)



Photo 5: NW side of Dolphin Avenue paved, facing NW (Photo taken by Ron May Dated 10/2/2024)



Photo 6: Tack coat on Neptune Road, facing SW (Photo taken by Ron May Dated 10/2/2024)



Photo 7: Paving and compacting Neptune Road, headed NE to its intersection with Portland Avenue (Photo taken by Ron May Dated 10/2/2024)

3rd PARTY INSPECTION FIELD REPORT

Project	OOB – Beachmont Development		
Contract No.	11606P/U	Date:	April 27, 2021
Job Location	Portland Avenue		
Owner	Cary Seamans and Dave Alves		
Design Engineer	Blais Civil Engineers		
Contractor:			
Weather:	Sunny	Temperature	55°F
Time On-Site	1:00 P.M.	Time Leaving Site	2:00 P.M.
Requested Inspection	Substantial Completion Walkthrough		
Area of Work	Construction of Individual Houses and House Lots		
ESC Inspection Completed:	Yes – MS4 Inspection (See separate field report)		

Inspection Visitors/Personnel On-site:

- Jaime Wallace, Wright-Pierce
- Michael Foster, Town of Old Orchard Beach

Summary of Construction Activities/Comments/Observations:

- Wright-Pierce conducted a substantial completion walkthrough on April 27, 2021 with Michael Foster of the Town of Old Orchard.
- Construction onsite primarily consisted of individual house construction and individual house lot construction.
- A separate MS4 inspection was conducted during the walkthrough as well which can be found in a separate field report.
- The following documentation was reviewed and remains outstanding:
 - Binder pavement mix design and batch tickets.
 - Compaction test results for Phase III.
 - Gradation test results for Phase III.
- The following inspections were reviewed and remain outstanding:
 - All required inspections for Phase III.
- The following items were reviewed as incomplete/needing maintenance:
 - Final paving
 - Lighting not installed at end of Neptune Road.
 - Unfinished sidewalk along Neptune Road.
 - Issues with curbing being damaged particularly at driveway curb cuts that should be addressed.
 - Issues with alignment of handicap warning device at intersection of Dolphin Ave. and Neptune Road.
 - Missing stop signs and stop bars.
 - Missing street signage.
 - As-built documentation required.
 - Monumentation required.
 - Material stockpiles should be removed from wet pond area.
 - Reinforced grass driveway required down to wet pond area.
 - Follow up with gate vs. bollards at intersection with Date Street.

Documents Submitted/Reviewed On-Site/Discussed:

- None at this time.

Actions Required:

- See missing documentation/inspections/incomplete items above.

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

Action/Deficiency Summary (Observed during previous inspection)	Date Observed	Resolved (Yes/No)	Re- inspection Date(s)	Comments/Corrective Actions taken and/or Additional Observations
Additional ESCs required at stockpile adjacent to treatment pond at end of Dolphin Avenue	5/18/17	Yes	4/18/18, 5/18/2020	
Access road to the Dolphin Ave treatment pond should be stabilized and construction entrance maintained	5/18/17	Yes	4/18/18	
Neptune Road Treatment Pond should be re-vegetated.	4/18/18	Yes		
ESCs should be removed from stabilized areas.	4/18/18	Yes		

Document Tracking:

Date Documents Submitted	Reference Documents	Notes/Revisions
Pre-Construction Documents		
4/30/2013	Primary Contact for Project Communication	Provided during pre-con meeting
4/30/2013	Contact Information for Construction Team	Provided during pre-con meeting
4/30/2013	Construction Schedule	Provided during pre-con meeting
5/1/13	PDF of Site/Subdivision Plans and Details – <i>Issued for Construction</i>	
	Performance Guarantee and Escrow	
	Copy of Erosion and Sedimentation Control Plan <i>(A copy should be on-site at all times along with contractor logs)</i>	
	Copy of Approved Permits and Order of Conditions	
	Copy of the Post-Construction Management Plan, Signed Maintenance Agreement and List of Post- Construction BMPs in accordance with Ch 71 Requirements	
Construction Documents		
	Erosion and Sedimentation Control Logs	
8/9/13 9/15/15	ESC, Site Inspections and Field Reports by Engineer-of-Record or Developers Inspection Engineer	8/9/13: Neptune Road Infiltration Pond – report by Blais Civil Engineers. 9/15/15: Maine DEP letter, Dolphin Ave infiltration Basin. Letter report by Blais Civil Engineers.
7/11/13 & 7/30/13 Neptune Road Only	Roadway: Aggregate Gradation Results	Gradation results completed on Neptune Road by RW Gillespie, sieve analysis dated 7/30/13 and 7/11/13.

7/15/13 7/29/13 10/14/2014	Roadway: Compaction Testing Results	In-place density testing completed on Neptune Road & Dolphin Rd. by RW Gillespie, reports dated 7/15/13, 7/29/13, & 10/21/14.
10/19/2017	Roadway: Pavement Mix Design	Completed
10/24/2017	Roadway: Weight-slips	Phase III binder pavement weight slips provided.
Water main In service	Water Main Acceptance Letter from MaineWater	Water main in service.
Inspections Completed		
5/6/2013	Clearing and Grubbing	Completed
5/6/2013	Erosion and Sedimentation Control	Completed
Not Applicable	Wastewater Collection System (Sewer) Installation	Not applicable, no public sewer
Not Applicable	Wastewater Collection System (Sewer) Testing	Not applicable, no public sewer
	CCTV Inspection of Sewer Infrastructure	
5/30/2013	Storm Drain Installation (Infrastructure)	Completed
5/30/2013	Storm Drain Installation (graded)	Completed
8/9/2013, 9/15/2015	Stormwater BMPs (Inspection by EOR Anticipated)	8/9/13: Neptune Road Infiltration Pond -- report by Blais Civil Engineers. 9/15/15: Maine DEP letter, Dolphin Ave Infiltration Basin. Letter report by Blais Civil Engineers.
5/24/2013 10/2/2014	Site Subgrade	Phase I & Phase II completed.
7/18/2013 10/22/2014	Aggregate Base Material	Phase I & Phase II completed.
8/19/2013 11/13/2014	Aggregate Subbase Material	Phase I & Phase II Completed
8/20/2013 11/13/2014	Pavement: Binder	Phase I & Phase II Inspections completed by DPW.
	Pavement: Surface	
	Loam and Seed/Landscaping	
4/27/2021	Substantial Completion	Walkthrough completed. See punchlist items and missing documentation above.
	Final Completion	

Signed By:

Jaime Wallace

Name

Jaime Wallace, PE

Title

Lead Project Engineer

Copy To:

Jeffrey Hinderliter, Town Planner;

Michael Foster, Associate Planner

Joe Cooper, Director of Public Works

Jim Butler, Code Enforcement Officer

Photos:



Photo 1: Alignment Issue with Detectable Warning Device Along Neptune Road (Photo Taken by Jaime Wallace, PE Dated 4/27/2021)



Photo 2: Sidewalk Incomplete Along Neptune Road (Photo Taken by Jaime Wallace, PE Dated 4/27/2021)



Photo 3: Damaged Curbing Along Dolphin Ave. (Photo Taken by Jaime Wallace, PE Dated 4/27/2021)

3rd PARTY INSPECTION FIELD REPORT

Project	OOB – Beachmont Development		
Contract No.	11606P/U	Date:	October 3, 2017
Job Location	Portland Avenue		
Owner	Cary Seamans and Dave Alves (603-930-8244)		
Design Engineer	Blais Civil Engineers		
Contractor:	DMA Contractors		
Weather:	Sunny	Temperature	65°F
Time On-Site	10 AM	Time Leaving Site	
Requested Inspection	Monthly Inspection		
Area of Work	Phase 3		
ESC Inspection Completed:	At site entrance		

Inspection Visitors/Personnel On-site:

- Stephanie Hubbard, Wright-Pierce
- Megan McLaughlin, Assistant Town Planner

Summary of Construction Activities/Comments/Observations:

- Contractor on-site installing electrical conduit along the norther side of the roadway. ON-going construction discussed with on-site representative, who indicated roadway aggregate installation would be moving forward shortly.
- Erosion and Sedimentation Controls: Inspection generally focused to the start of Phase 3.
 - No construction entrance was visible. On-site rep indicated it was recently removed for installation of conduit across the roadway. Considerable track-out was observed on the roadway at the entrance to Phase 3. It was recommended the construction entrance be re-installed and roadway swept.
 - CB-12 and CB-13 (existing) are located at the entrance to Phase 3. CB-13 basin is generally buried (only a small portion of the grate visible, could not confirm whether fabric installed completely over grate for ESC protection. CB-12 did not have any ESC protections. ESC protections are recommended in all catch basins downgradient of the Phase 3 work zone.
 - The ESC plan and logs could not be located on site. It is recommended that the plan is available on-site and logs (weekly and following rain event) are maintained.
 - It is recommended that storm drain infrastructure downgradient of the Phase 3 work zone be cleaned following construction.
- Updated construction schedule is requested.

Documents Submitted/Reviewed On-Site/Discussed:

- Email forwarded to Cary and Dave regarding roadway aggregate base material submission, scheduling inspections and ESC concerns.

Actions Required:

- D. Alves to review project files to gather road construction information (aggregate base materials, compaction test results for Phase 2) and pavement
- Town requested they be notified when storm drainage system was completed. They would

complete a CCTV inspection of the entire system. CCTV camera would be available for Town use for 2 weeks in July and 2 weeks in September.

- Aggregate materials submittals are requested for Town review and files.

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

Action/Deficiency Summary (Observed during previous inspection)	Date Observed	Resolved (Yes/No)	Re-inspection Date(s)	Comments/Corrective Actions taken and/or Additional Observations
Additional ESCs required at stockpile adjacent to treatment pond at end of Dolphin Avenue	5/18/17	No		D. Alves indicated Cary had addressed the stockpile area and reinstalled ESCs. Area not re-inspected at the time of the pre-construction meeting. 10/3/17 – Not reinspected.
Access road to the Dolphin Ave treatment pond should be stabilized and construction entrance maintained	5/18/17	Yes		
Neptune Road Treatment Pond should be re-vegetated.	5/18/17	Yes		D. Alves reported this was an issue with turkeys and grubs. The area was treated and re-seeded and this had been scheduled.
ESCs should be removed from stabilized areas.	5/18/17	Yes		D. Alves reported this was addressed.
Install stabilized construction entrance to Phase 3 and sweep adjacent roadway.	10/3/17			
Catch basins downgradient of Phase 3 work zone recommended to be inspected and cleaned out.	10/3/17			
ESCs (silt sack) are recommended for installation at all catch basins downgradient of Phase 3 work-zone.	10/3/17			
It is recommended that storm drain infrastructure downgradient of the Phase 3 work zone be cleaned following construction	10/3/17			

Document Tracking:

Date Documents Submitted	Reference Documents	Notes/Revisions
Pre-Construction Documents		
6/26/17	Primary Contact for Project Communication	Dave Alves – Phone Dave Alves and Cary Seaman - Email
	Contact Information for Construction Team	
	Construction Schedule	6/26/17 – provided verbally, included in pre-construction meeting minutes.
5/1/13	PDF of Site/Subdivision Plans and Details – <i>Issued for Construction</i>	
	Performance Guarantee and Escrow	Town indicated this has been completed.

	Copy of Erosion and Sedimentation Control Plan <i>(A copy should be on-site at all times along with contractor logs)</i>	
	Copy of Approved Permits and Order of Conditions	
	Copy of the Post-Construction Management Plan, Signed Maintenance Agreement and List of Post-Construction BMPs in accordance with Ch 71 Requirements	
Construction Documents		
	Erosion and Sedimentation Control Logs	10/3/17: Not available during inspection.
8/9/13 9/15/15	ESC, Site Inspections and Field Reports by Engineer-of-Record or Developers Inspection Engineer	8/9/13: Neptune Road Infiltration Pond – report by Blais Civil Engineers. 9/15/15: Maine DEP letter, Dolphin Ave Infiltration Basin. Letter report by Blais Civil Engineers.
7/11/13 & 7/30/13 Neptune Road Only	Roadway: Aggregate Gradation Results	Phase 1: Gradation results completed on Neptune Road by RW Gillespie, sieve analysis dated 7/30/13 and 7/11/13. Phase 2: Not provided Phase 3: Not provided
7/15/13 & 7/29/13 Neptune Road Only	Roadway: Compaction Testing Results	Phase 1: In-place density testing completed on Neptune Road by RW Gillespie, reports dated 7/15/13 and 7/29/13. Phase 2: Not provided Phase 3: Not provided
	Roadway: Pavement Mix Design	
	Roadway: Weight-slips	
	Water Main Acceptance Letter from MaineWater	

Signed By: **Stephanie Hubbard, PE**

Name Stephanie Hubbard, PE Title Project Manager

Copy To:

Jeffrey Hinderliter, Town Planner;
Megan McLaughlin, Assistant Town Planner
Dan Feeney, Code Enforcement Office;
Joe Cooper, Director of Public Works

Photos:







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

Main Inspections and Scoring

Mainline ID: 4860	City: OOB	Address: Neptune rd.	Project name: Neptune rd.
Upstream node: CB-1160	Downstream node: CB-1172	Start date/time: 3/5/2024 1:49 PM	End date/time: 3/5/2024 2:00 PM
Pipe shape: Circular	Pipe material: Polyethylene	Pipe height: 12.0 in.	Pipe width:
Asset length: 204.5 ft.	Surveyed distance: 204.5 ft.	Reason: Pre-Acceptance	Work order no.: 4860
Operator: Rob	Weather: Dry	Status: Completed	
Comments:			

Setup #18, Neptune rd. storm water collector. Pre acceptance assessment.

Scores

Calculated at: 3/5/2024 2:00:06 PM

Maximum Score	Mean Score	Sum of Defects	Sum-of-the Score	CUES Total Pipe Score
0	0.00	0	0	0.00

Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating
204.5 ft.	D		/	End of Pipe		

Note: This mainline is across the street from the general area where water is seeping up from the pavement and has no laterals. CB-1173 is also near the same area and has no under drain laterals tied into it. There does appear to be under drain lines on both sides of Neptune, however there is no access to them other than the out fall and no way to tell if they run past the area with the water seepage problem.



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Main Inspections and Scoring

Mainline ID:	City:	Address:	Project name:
4857	OOB	Neptune rd.	Neptune rd.
Upstream node:	Downstream node:	Start date/time:	End date/time:
CB-1173	CB-1172	3/5/2024 1:13 PM	3/5/2024 1:16 PM
Pipe shape:	Pipe material:	Pipe height:	Pipe width:
Circular	Polyethylene	12.0 in.	
Asset length:	Surveyed distance:	Reason:	Work order no.:
23.2 ft.	23.2 ft.		
Operator:	Weather:	Status:	
Rob	Dry	Completed	
Comments:			

Setup #17, Neptune rd. storm water collector. pre acceptance assessment

Scores

Calculated at: 3/5/2024 1:16:35 PM

Maximum Score	Mean Score	Sum of Defects	Sum-of-the Score	CUES Total Pipe Score
30	30.00	1	30	35.48

Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating
17.1 ft.	D	5.2 ft.	/	Sag	Light	10
23.2 ft.	D		/	End of Pipe		



Inspection Notes:

Date: 3/6/2024

Location: Neptune rd.

Community: O.O.B.

Work: Pre-Acceptance

Video ID (s) N/A

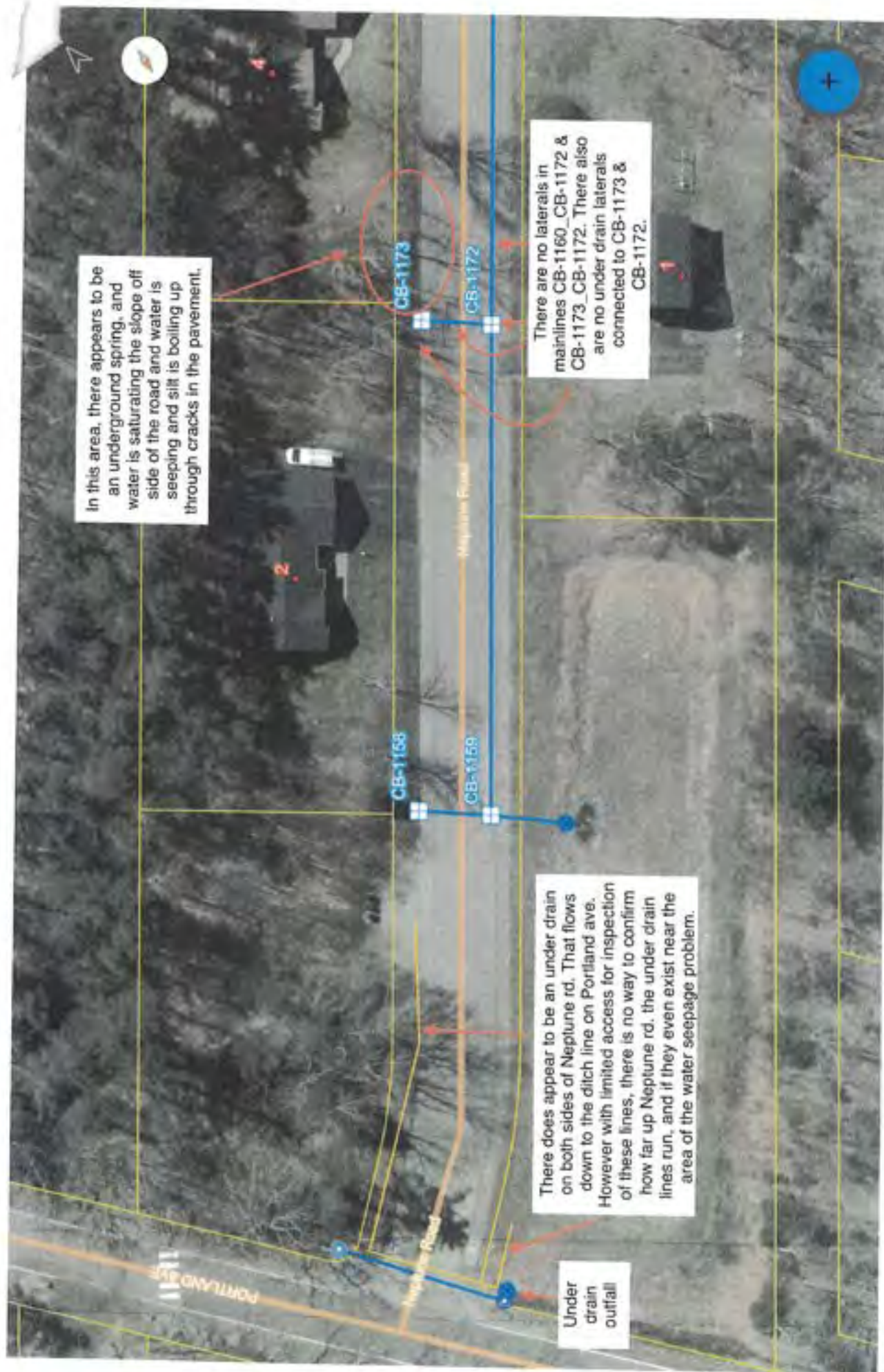
Notes: To whom it concerns, while inspecting the drainage on Neptune rd. for pre-acceptance I noticed a steady flow of clean water coming up through the pavement in front of 4 Neptune rd, the road has lightly heaved within this location and silt is also coming up through the crack. The slope behind the curb line in this same location is very saturated and water is leaching out from under the curb. Due to the road currently having only a base coat of pavement, the nearby catch basins are above grade. Because of this, the leeching water flows 450' down the eastern side of the road towards Portland ave. bypassing two catch basins along the way. The water crosses Neptune rd. roughly 20' from Portland ave, then runs off the pavement, eroding a portion of the shoulder on Portland ave. instead of going into the ditch line.

In this area, there appears to be an underground spring, and water is saturating the slope off side of the road and water is seeping and silt is boiling up through cracks in the pavement.

There are no laterals in mainlines CB-1160, CB-1172 & CB-1173. There also are no under drain laterals connected to CB-1173 & CB-1172.

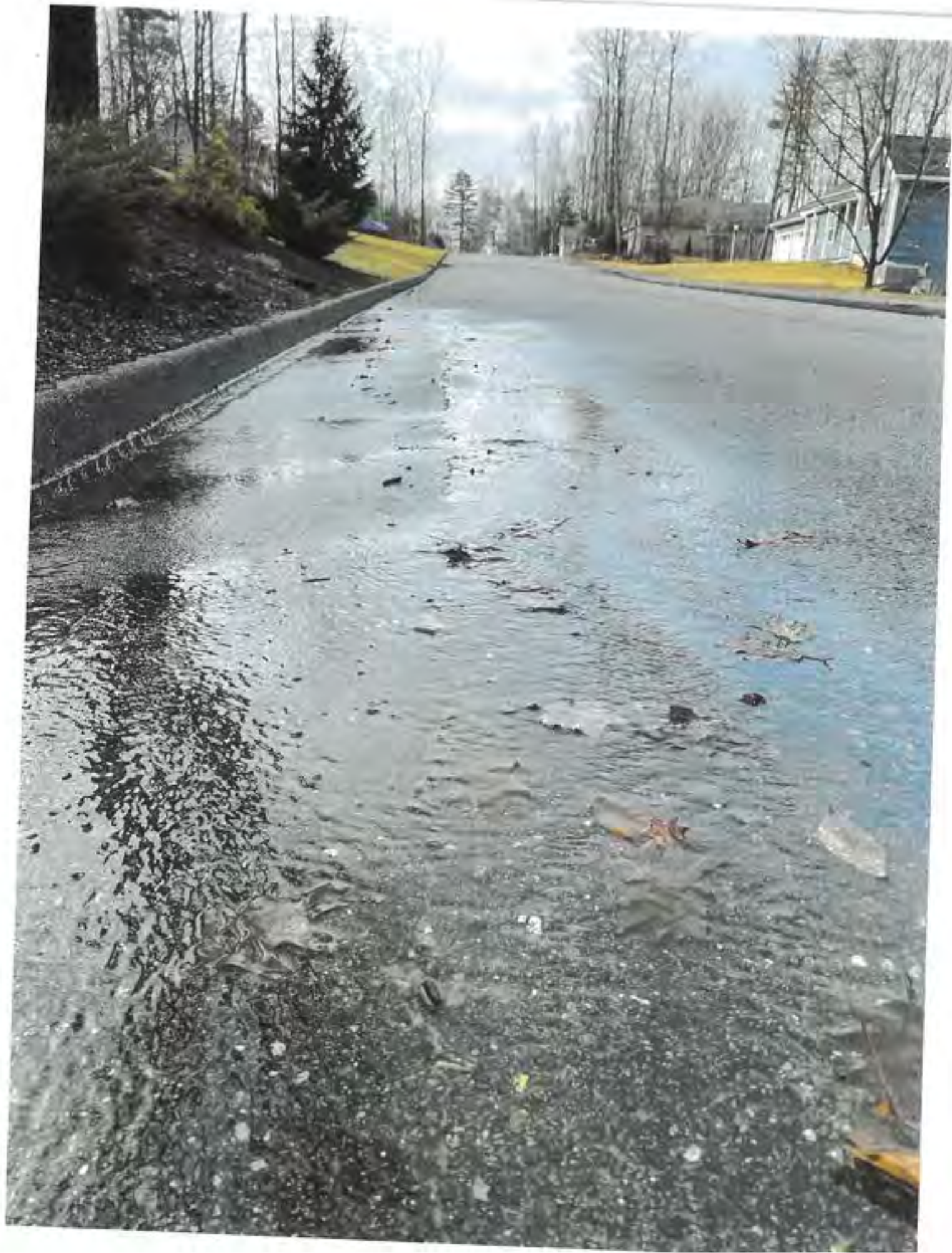
There does appear to be an under drain on both sides of Neptune rd. That flows down to the ditch line on Portland ave. However with limited access for inspection of these lines, there is no way to confirm how far up Neptune rd. the under drain lines run, and if they even exist near the area of the water seepage problem.

Under
drain
outfall























Inspection Notes:

Date: 3/6/2024

Location: Neptune rd. (outlet) DPO-104 (UIS) crossing Neptune rd. then turning towards HNK-142 and Dolphin ave. (drainage)

Work: Pre-Acceptance

Issue 1: Obstacles

Issue 2: Under Water

Video ID (s): Neptune rd. DPO-104 (UIS) towards HNK-142

Duration (Min.) 90

Length: 188'

Material: PVC

Size: 6"

Condition: Good

Clean: Yes

Notes: Setup #20, (mainline GIS ID 8352) Pre-acceptance assessment with the push camera to locate the origin of a previously unknown and moderately active drain line. The line is perforated PVC that crosses Neptune rd. then turns right towards Dolphin ave. at 57' (US) from there the line runs behind curb line then crosses a paved area by the road's mailboxes. The pipe is less than 3' deep and due to the camera being under water the inspection was recorded during retrieval for a still poor, but better view of the pipe. No issues were found, and the line was traced for accuracy. Note: the location of the 90-degree turn is located very close to a project sign post as well as a stop sign. It's also worth noting that this under drain system appears to run on both sides of Neptune rd. given a lateral that is located roughly 2' (US) from DPO-104. This line also discharges into the ditch line on Portland ave, next to culvert C1-700_CD-724.



Under
drain
discharge
location

At 2' (US) from the outlet the under drain
line has a second active 6" line T-ing in.

At 57' (US)
from the
outlet, the
under drain
line 90's
right and is
very close
to two
separate
sign posts.

6" perforated PVC under drain runs behind
curb line (possibly on both sides) flowing
towards Portland ave. The line(s) are less
than 3' deep and cross Neptune rd. by the
beginning of the road. The line(s) drain into
the ditch line on Portland ave. A portion of
the line was traced, however its length and
origin is still unknown.

①
Neptune Rd

ARNOLD JAMES E
& JODY M - 2 NEPTUNE
RD

PORTLAND AVE

Neptune Rd

05-1125

05-1156

Neptune Rd



Location of DPO-104
which is the outfall for the
under drain system.



Inspection Notes:

Date: 3/6/2024

Location: Neptune rd. (inlet) CI-700 (DS) to (outlet) CO-724 (drainage)

Work: Pre-Acceptance

Issue 1 Sag(s)

Issue 2 Under Water

Video ID (s) 4862

Duration (Min.) 45

Length: 69'

Material: ADS

Size: 15"

Condition: Fair

Clean: Yes

Notes: Setup #19, (mainline GIS ID 4862) Pre acceptance assessment was fair due to a light sag between 13' and 25' (DS) The water level gradually rises to roughly 2/3's of the diameter of the pipe due to a high discharge environment (DS) from this culvert. No other issues or laterals were found. It's worth noting that during the time of the inspection the line has light (for the size of pipe) but steady flow. And in my opinion, addressing the high discharge/ditch environment would resolve the water level issue and the sag might also be a lot less noticeable.





















One very light and short sag just outside of CB-1165

At 134' (DS) from CB-1421 there is a roughly 1' long, moderate collapse/ break, also with moderate running infiltration and visible stone outside of the pipe. The location was marked and is roughly 2'6" deep.

Dolphin Avenue

Map data © 2013
Aerial imagery © 2013
Satellite imagery © 2013









Inspection Notes:

Date: 3/8/2024

Location Dolphin ave. CB-1421 (DS) to CB-1165 (drainage)

Work: Pre-Acceptance

Issue 1: Structural

Issue 2: Infiltration

Video ID (s) 8367

Duration (Min.) 45

Length: 134'

Material: ADS

Size: 12"

Condition: Poor

Clean: Yes

Notes: Setup #31, (mainline GIS ID 8367) Pre-acceptance assessment failed and the survey was abandoned due to a moderate collapse/break in the line which also has moderate steady running infiltration coming from it, however no soils can be seen from this direction. No other issues or laterals were found.



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3600 Rio Vista Avenue
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Fax: 407-425-1569

Main Inspections and Scoring

Mainline ID:	City:	Address:	Project name:
8367	OOB	Dolphin ave.	Dolphin ave.
Upstream node:	Downstream node:	Start date/time:	End date/time:
CB-1421	CB-1165	3/8/2024 10:18 AM	3/8/2024 10:31 AM
Pipe shape:	Pipe material:	Pipe height:	Pipe width:
Circular	Polyethylene	12.0 in.	
Asset length:	Surveyed distance:	Reason:	Work order no.:
234.0 ft.	133.7 ft.	Pre-Acceptance	8367
Operator:	Weather:	Status:	
Rob	Dry	Completed	

Comments:

Setup #31, Dolphin ave. storm water collector. Pre-acceptance assessment.

Scores

Calculated at: 3/8/2024 10:31:43 AM

Maximum Score	Mean Score	Sum of Defects	Sum-of-the Score	CUES Total Pipe Score
90	75.00	2	150	96.00

Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating
133.7 ft.	D	0.0 ft.	9 / 1	Collapsed	Medium	90
133.7 ft.	D		11 / 1	Infiltration	Medium	60
133.7 ft.	D		/	Abandoned Survey		

Main Inspections Small Photos

Mainline ID: 8367	City: OOB	Address: Dolphin ave.	Project name: Dolphin ave.
Start date/time: 3/8/2024 10:18 AM	Asset length: 234.0 ft.	Weather: Dry	Operator: Rob
Upstream node: CB-1421	Depth US: 	Downstream node: CB-1165	Depth DS:
Pipe shape: Circular	Pipe material: Polyethylene	Pipe height: 12.0 in.	Pipe width:

Comments:

Setup #31, Dolphin ave. storm water collector. Pre-acceptance assessment.

Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating	Comments
133.7 ft.	D	0.0 ft.	9 / 1	Collapsed	Medium	90	There is a moderate collapse/break in the pipe that also has moderate running infiltration coming from it however no soils can be seen from this direction.



Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating	Comments
133.7 ft.	D		11 / 1	Infiltration	Medium	60	Moderate running infiltration is coming from a collapse/break in the pipe.



133.7 ft. D / Abandoned Survey

Due to a collapse in the pipe that the camera can't bypass (the line is poor due to the collapse/break)



Inspection's photos



Inspection Notes:

Date: 3/8/2024

Location: Dolphin ave. CB-1165 (US) towards CB-1421 (drainage)

Work: Pre-Acceptance

Issue 1: Structural

Issue 2: Infiltration

Video ID (s) 8367

Duration (Min.) 60

Length: 100'

Material: ADS

Size: 12"

Condition: Poor

Clean: Yes

Notes: Setup #32, (mainline GIS ID 8367) Reverse from the last setup, pre-acceptance assessment which also failed and was abandoned due to reaching the same moderate collapse/break in the line which also has moderate steady running infiltration coming from it, from this direction stone can also be seen outside of the pipe. The line also has a very light and short sag just outside of CB-1165. No laterals were found. Note: the location of the break was traced and marked which is also roughly 2'6" to the top of the pipe and is roughly 1' long.



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Main Inspections and Scoring

Mainline ID:	City:	Address:	Project name:
8367	OOB	Dolphin ave.	Dolphin ave.
Upstream node:	Downstream node:	Start date/time:	End date/time:
CB-1421	CB-1165	3/8/2024 11:10 AM	3/8/2024 11:24 AM
Pipe shape:	Pipe material:	Pipe height:	Pipe width:
Circular	Polyethylene	12.0 in.	
Asset length:	Surveyed distance:	Reason:	Work order no.:
234.0 ft.	100.8 ft.	Pre-Acceptance	8367
Operator:	Weather:	Status:	
Rob	Dry	Completed	
Comments:			

Setup #32, Dolphin ave. storm water collector. Pre-acceptance assessment. Reverse from the last setup.

Scores

Calculated at: 3/8/2024 11:24:12 AM

Maximum Score	Mean Score	Sum of Defects	Sum-of-the Score	CUES Total Pipe Score
90	60.00	3	180	96.11

Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating
0.0 ft.	U	5.0 ft.	5 / 7	Sag	Light	30
99.8 ft.	U		11 / 1	Infiltration	Medium	60
99.8 ft.	U	1.0 ft.	10 / 3	Collapsed	Medium	80
99.8 ft.	U		/	Abandoned Survey		

Main Inspections Small Photos

Mainline ID:	City:	Address:	Project name:
8367	OOB	Dolphin ave.	Dolphin ave.
Start date/time:	Asset length:	Weather:	Operator:
3/8/2024 11:10 AM	234.0 ft.	Dry	Rob
Upstream node:	Depth US:	Downstream node:	Depth DS:
CB-1421		CB-1165	
Pipe shape:	Pipe material:	Pipe height:	Pipe width:
Circular	Polyethylene	12.0 in.	

Comments:

Setup #32, Dolphin ave. storm water collector. Pre-acceptance assessment. Reverse from the last setup.

Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating	Comments
0.0 ft.	U	5.0 ft.	5 / 7	Sag	Light	30	Very light sag just outside of CB-1165



99.8 ft.	U		11 / 1	Infiltration	Medium	60	Medium running infiltration coming from a collapse/break in the pipe.
----------	---	--	--------	--------------	--------	----	---



Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating	Comments
99.8 ft.	U	1.0 ft.	10 / 3	Collapsed	Medium	90	This is the same moderate collapse/break that was found during the last setup that can't be bypassed. From this direction the moderate running infiltration is more visible as well as stone outside of the pipe.



99.8 ft. U / Abandoned Survey

Due to reaching that same collapse/ break in the line that forced the last survey to be abandoned as well. (the line is poor due to this break as well as a very light sag just outside of CB-1165. Note: The location of the break was found and marked. It's depth is roughly 2'6" to the top of the pipe.



Inspection's photos

Main Inspections Small Photos

Mainline ID: 8367	City: OOB	Address: Dolphin ave.	Project name: Dolphin ave.
Start date/time: 3/8/2024 11:10 AM	Asset length: 234.0 ft.	Weather: Dry	Operator: Rob
Upstream node: CB-1421	Depth US: 	Downstream node: CB-1165	Depth DS:
Pipe shape: Circular	Pipe material: Polyethylene	Pipe height: 12.0 in.	Pipe width:
Comments: Setup #32, Dolphin ave. storm water collector. Pre-acceptance assessment. Reverse from the last setup.			

Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating	Comments
0.0 ft.	U	5.0 ft.	5 / 7	Sag	Light	30	Very light sag just outside of CB-1165



99.8 ft.	U		11 / 1	Infiltration	Medium	60	Medium running infiltration coming from a collapse/break in the pipe.
----------	---	--	--------	--------------	--------	----	---



Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating	Comments
133.7 ft.	D		11 / 1	Infiltration	Medium	50	Moderate running infiltration is coming from a collapse/break in the pipe.



133.7 ft.	D		/	Abandoned Survey			Due to a collapse in the pipe that the camera can't bypass (the line is poor due to the collapse/break)
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Inspection's photos

Entry	Sheet	Location	Work	Issue	Issue #	Major	Duration	Length	Material	Est.	Condition	Notes
						(ft)	(min)	(ft)				
6/12/2024		First st. SMH-828 (DS) to SMH-502 (sewer)	Sinkhole Investigation		Obstacles	933	90	208	Other	6		Setup #07, (mainline GIS ID 933) Sinkhole investigation found several small holes and patch repairs. One of which has medium sized roots intruding into the mainline from it, and most all of the others have small to large voids visible outside of the line. The line begins as 8" PVC that immediately reduces to 6" PVC, which then immediately changes to 6" AC. The line continues as 6" AC until 92' (DS) where it changes to 6" VCP. At 164' (DS) the line changes back to 8" PVC and stays that material until reaching SMH-502. There is only one active lateral within this mainline, which is located within the (DS) PVC section. The majority of the holes surround the area of the sinkhole which has been filled in multiple times. There were also traces of fine silt debris settled in the line but none that were currently causing any issues. The line was traced and marked for accuracy and future repair.
6/11/2024		Dolphin ave. DMH-149 (DS) to (outfall) DPO-68 (drainage)	Pre Acceptance	None		4832	60	102	ADS	24		Setup #66, (mainline GIS ID 4832) Pre-acceptance assessment was good and no issues or laterals were found. Note: DMH-149 was previously buried.
6/11/2024		Dolphin ave. (inlet) DMH-41 (DS) to DMH-149 (drainage)	Pre Acceptance	None		4831	45	74	ADS	24		Setup #65, (mainline GIS ID 4831) Pre-acceptance assessment was good and no issues were found. Note: DMH-149 was previously buried.
6/7/2024		Dolphin ave. CB-1171 (DS) to CB-1170 (drainage)112	Pre Acceptance	None		4849	60	143	ADS	12		Setup #64, (mainline GIS ID 4849) Pre-acceptance assessment was good and no issues or laterals were found.
6/7/2024		Dolphin ave. CB-1171 (US) to CB-1182 (drainage)	Pre Acceptance	None		4848	30	26	ADS	12		Setup #63, (mainline GIS ID 4848) Pre-acceptance assessment was good and no issues or laterals were found.
6/7/2024		Dolphin ave. DMH-150 (US) to CB-1170 (drainage)	Pre Acceptance	None		4850	30	27	ADS	30		Setup #62, (mainline GIS ID 4850) Pre-acceptance assessment was good and no issues were found.
6/7/2024		Dolphin ave. (Outfall) OF-91 (US) to DMH-150 (drainage)	Pre Acceptance	Needs Flush		4834	60	151	ADS	30		Setup #61, (mainline GIS ID 4834) Pre-acceptance assessment was good and other than needing a flush, no issues or laterals were found.

Date	File Number	Location	Notes	Issue 1	Issue 2	Video ID(s)	Duration (min)	Original Material	File Comp. Comp. (min)	Notes
6/7/2024		Dolphin ave. CB-1170 (US) to CB-1169 (drainage)	Pre Acceptance	None		4851	30	58	30	Setup #60, (mainline GIS ID 4851) Pre-acceptance assessment was good and no issues or laterals were found.
6/7/2024		Dolphin ave. DMH-151 (DS) to CB-1169 (drainage)	Pre Acceptance	None		4846	45	114	24	Setup #59, (mainline GIS ID 4846) Pre-acceptance assessment was good and no issues or laterals were found.
6/6/2024		Dolphin ave. (inlet) DP-42 (DS) to CB-1168 (drainage)	Pre Acceptance	None	Obstacles	4847	45	20	15	Setup #58, (mainline GIS ID 4847) Pre-acceptance assessment was good and other than one short light sag, no issues or laterals were found. Note: due CB-1169's to a moderately offset top, this line can only be inspected from the inlet end which has a 12" PVC insert shoved into it with a hinged steel grasp at the inlet.
6/6/2024		Dolphin ave. CB-1167 (DS) to DMH-151 (drainage)	Pre Acceptance	None		4845	60	200	24	Setup #57, (mainline GIS ID 4845) Pre-acceptance assessment was good and no issues or laterals were found.
6/6/2024		Dolphin ave. CB-1167 (US) to CB-1184 (drainage)	Pre Acceptance	None		4855	45	76	12	Setup #56, (mainline GIS ID 4855) Pre-acceptance assessment was good and no issues found, other than the first 19' (DS) having light settled debris.
6/6/2024		Dolphin ave. CB-1167 (US) to CB-1168 (drainage)	Pre Acceptance	None		4843	30	27	12	Setup #55, (mainline GIS ID 4843) Pre-acceptance assessment was good and no issues or laterals were found.
6/6/2024		Dolphin ave. CB-1166 (DS) CB-1167 (drainage)	Pre Acceptance	None		4844	60	245	24	Setup #54, (mainline GIS ID 4844) Pre-acceptance assessment was good and no issues or laterals were found.
6/6/2024		Dolphin ave. CB-1166 (US) to CB-1183 (drainage)	Pre Acceptance	None		4836	45	128	15	Setup #53, (mainline GIS ID 4836) Pre-acceptance assessment was good and no issues were found.
6/6/2024		Dolphin ave. CB-1189 (DS) to CB-1166 (drainage)	Pre Acceptance	None		4842	45	125	18	Setup #52, (mainline GIS ID 4842) Pre-acceptance assessment was good and no issues or laterals were found.
6/6/2024		Dolphin ave. CB-1180 (US) to CB-1181 (drainage)	Pre Acceptance	None		4841	30	26	12	Setup #51, (mainline GIS ID 4841) Pre-acceptance assessment was good and other than a light sag for the majority of the line, no issues or laterals were found.
6/6/2024		Dolphin ave. CB-1162 (DS) to CB-1178 (drainage)	Pre Acceptance	None		4860	45	188	18	Setup #50, (mainline GIS ID 4860) Pre-acceptance assessment was good and no issues or laterals were found.
6/6/2024		Dolphin ave. CB-1162 (US) to CB-1178 (drainage)	Pre Acceptance	None		4839	30	17	12	Setup #49, (mainline GIS ID 4839) Pre-acceptance assessment was good and no issues or laterals were found.
6/6/2024		Dolphin ave. CB-1162 (US) to CB-1163 (drainage)	Pre Acceptance	None		4838	45	57	15	Setup #48, (mainline GIS ID 4838) Pre-acceptance assessment was good and no issues or laterals were found.

Date	Attire Number	Location	Notes	Issue	Issue #	Length (ft)	Width (in)	Material	Condition	Notes
6/6/2024		Dolphin ave. CB-1163 (US) to CB-1164 (drainage)	Pre Acceptance	None	4837	30	33	ADS	12	Setup #47, (mainline GIS ID 4837) Pre-acceptance assessment was good and no issues or laterals were found.
6/5/2024		Dolphin ave. CB-1165 (DS) to CB-1163 (drainage)	Pre Acceptance	None	4853	60	308	ADS	15	Setup #46, (mainline GIS ID 4853) Pre-acceptance assessment was good and other than a few light sags, no issues were found.
6/5/2024		Dolphin ave. CB-1165 (US) to CB-1129 (drainage)	Pre Acceptance	None	4852	45	25	ADS	12	Setup #45, (mainline GIS ID 4852) Pre-acceptance assessment was good other than one very light sag, and no major issues or laterals were found.
6/4/2024		Saco ave. to Health st. SMH-459 (DS) to SMH-463 (sewer)	Sinkhole Investigation	None	1082	90	237	AC	12	Setup #44, (mainline GIS ID 1082) Sinkhole investigation for 37 Saco ave. multiple laterals were found, however all of them are nowhere close to the sinkhole in question. No issues were found.
6/4/2024		Saco ave. SMH-458 (DS) to SMH-459 (sewer)	Sinkhole Investigation	None	1081	30	40	AC	12	Setup #43, (mainline GIS ID 1081) Sinkhole investigation for 37 Saco ave. The first 12" is 12" PVC and the rest is 12" AC. No issues or laterals were found.
5/4/2024		Saco ave. SMH-458 (US) to SMH-457 (sewer)	Sinkhole Investigation	None	1077	90	191	PVC	12	Setup #42, (mainline GIS ID 1077) Sinkhole investigation for 37 Saco ave. The line has one active lateral, however it does not originate from 37 Saco ave. No issues were found.
6/3/2024		Saco ave. CB-142 (DS) to DMH-66 (drainage)	Sinkhole Investigation	None	3859	60	132	RCP	30	Setup #41, (mainline GIS ID 3859) Sinkhole investigation for 37 Saco ave. No issues or laterals were found.
6/3/2024		Saco ave. to Health st. DMH-65 (US) to DMH-66 (drainage)	Sinkhole Investigation	None	3871	30	5	RCP	30	Setup #40, (mainline GIS ID 3871) Sinkhole investigation for 37 Saco ave. No issues or laterals were found.
6/3/2024		Health st. DMH-64 (US) to CB-65 (drainage)	Sinkhole Investigation	None	3872	30	5	RCP	30	Setup #39, (mainline GIS ID 3872) Sinkhole investigation for 37 Saco ave. No issues or laterals were found.
6/3/2024		Health st. DMH-156 (US) to DMH-64 (drainage)	Sinkhole Investigation	None	3879	60	180	RCP	36	Setup #38, (mainline GIS ID 3879) Sinkhole investigation for 37 Saco ave. The line has two active laterals, however neither appear to originate from 37 Saco ave. Both laterals moderately intrude but were passable. No issues were found.

Date	Street Number	Location	Notes	Issue 1	Issue 2	Video ID (if)	Duration (min)	Length (ft)	Material	Soil Condition	Photo
3/6/2024		Dolphin ave. CB-1165 (US) towards CB-1421 (drainage)	Pre Acceptance			8367	60	100	ADS	12	
											Setup #32, (mainline GIS ID 8367) Reverse from the last setup, pre-acceptance assessment which also failed and was abandoned due to reaching the same moderate collapse/break in the line which also has moderate steady running infiltration coming from it. from this direction stone can also be seen outside of the pipe. The line also has a very light and short sag just outside of CB-1165. No laterals were found. Note: the location of the break was traced and marked which is also roughly 2'6" to the top of the pipe and is roughly 1' long.
3/6/2024		Dolphin ave. CB-1421 (DS) to CB-1165 (drainage)	Pre Acceptance			8367	45	134	ADS	12	
											Setup #31, (mainline GIS ID 8367) Pre-acceptance assessment failed and the survey was abandoned due to a moderate collapse/break in the line which also has moderate steady running infiltration coming from it, however no soils can be seen from this direction. No other issues or laterals were found.
3/6/2024		Dolphin ave. CB-1421 (US) to CB-1420 (drainage)	Pre Acceptance	S-1021		8366	30	27	ADS	12	
											Setup #30, (mainline GIS ID 8366) Pre-acceptance assessment was good other than a very light sag for the full length of the line that had some light debris settled within it. No other issues or laterals were found.
3/6/2024		Dolphin ave. CB-1418 (DS) to CB-1421 (drainage)	Pre Acceptance	S-1011		8365	45	310	ADS	12	
											Setup #25, (mainline GIS ID 8365) Pre-acceptance assessment was good other than a very light sag just before CB-1421. No other issues or laterals were found.
3/6/2024		Dolphin ave. CB-1418 (US) to CB-1419 (drainage)	Pre Acceptance	S-1011		8364	45	27	ADS	12	
											Setup #28, (mainline GIS ID 8364) Pre-acceptance assessment was good other than a very light sag for the full length of the line. No other issues or laterals were found.
3/7/2024		Neptune rd. CB-1176 (DS) to CB-1177 (drainage)	Pre Acceptance	None		4854	30	23	ADS	12	
											Setup #27, (mainline GIS ID 4854) Pre-acceptance assessment was good and no issues or laterals were found.
3/7/2024		Neptune rd. CB-1174 (US) to CB-1177 (drainage)	Pre Acceptance	None		4858	45	207	ADS	12	
											Setup #26, (mainline GIS ID 4858) Pre-acceptance assessment was good and no issues or laterals were found.
3/7/2024		Neptune rd. CB-1174 (US) to CB-1160 (drainage)	Pre Acceptance	None		4859	45	208	ADS	12	
											Setup #25, (mainline GIS ID 4859) Pre-acceptance assessment was good and no issues or laterals were found.

Call	String Number	Location	Work	Value 1	Value 2	Notes ID #	Duration (min)	Length (ft)	Material	Size	Condition	Comments
3/7/2024		Neptune rd. CB-1175 (US) to CB-1174 (drainage)	Pre Acceptance	None		4855	30	23	ADS	12		Setup #24, (mainline GIS ID 4855) Pre-acceptance assessment was good and no issues or laterals were found.
3/7/2024		Neptune rd. CB-1175 (US) to CB-1425 (drainage)	Pre Acceptance	None		4856	45	98	ADS	12		Setup #23, (mainline GIS ID 8356) Pre-acceptance assessment was good and no issues or laterals were found. This line was previously unmapped.
3/7/2024		Neptune rd. CB-1161 (US) to CB-1150 (drainage)	Pre Acceptance	None		4856	45	22	ADS	12		Setup #22, (mainline GIS ID 4856) Pre-acceptance assessment was good and no issues or laterals were found. This line was previously unmapped.
3/7/2024		Neptune rd. CB-1161 (US) to CB-1423 (drainage)	Pre Acceptance	None		8358	60	96	ADS	12		Setup # 21, (mainline GIS ID 8358) Pre-acceptance assessment was good and no issues or laterals were found. This line was previously unmapped.
3/6/2024		Neptune rd.	Pre Acceptance			N/A	0	0		0		To whom it concerns, while inspecting the drainage on Neptune rd. for pre-acceptance I noticed a steady flow of clean water coming up through the pavement in front of 4 Neptune rd. the road has lightly heaved within this location and silt is also coming up through the crack. The slope behind the curb line in this same location is very saturated and water is leaching out from under the curb. Due to the road currently having only a base coat of pavement, the nearby catch basins are above grade. Because of this, the leeching water flows 450' down the eastern side of the road towards Portland ave. bypassing two catch basins along the way. The water crosses Neptune rd. roughly 20' from Portland ave. then runs off the pavement, eroding a portion of the shoulder on Portland ave. instead of going into the ditch line.

Date	Sheet Number	Location	Work	Issue 1	Issue 2	Video ID's	Duration (Min)	Length	Material	Size	Collection	Notes
3/5/2024		Neptune rd. (outside) DPO-104 (US) crossing Neptune rd. then turning towards UNX-142 and Dolphin ave. (drainage)	Pre Acceptance	Obstacles		Neptune rd. DPO-104 (US) towards UNX-142	90	188	PVC	6		Setup #20, (mainline GIS ID 8352) Pre-acceptance assessment with the push camera to locate the origin of a previously unknown and moderately active drain line. The line is perforated PVC that crosses Neptune rd. then turns right towards Dolphin ave. at 57' (US) from where the line runs behind curb line then crosses a paved area by the roads mailboxes. The pipe is less than 3' deep and due to the camera being under water the inspection was recorded during retrieval for a still poor, but better view of the pipe. No issues were found and the line was traced for accuracy. Note: the location of the 90 degree turn is located very close to a project sign post as well as a stop sign. Its also worth noting that this under drain system appears to run on both sides of Neptune rd. given a lateral that is located roughly 2' (US) from DPO-104. This line also discharges into the ditch line on Portland ave. next to culvert CI-700, CO-724.
3/5/2024		Neptune rd. (inlet) CI-700 (DS) to (outlet) CO-724 (drainage)	Pre Acceptance	Issues		4862	45	69	ADS	15		Setup #19, (mainline GIS ID 4862) Pre-acceptance assessment was fair due to a light sag between 13' and 25' (DS) The water level gradually rises to roughly 2/3's of the diameter of the pipe due to a high discharge environment (DS) from this culvert. No other issues or laterals were found. Its worth noting that during the time of the inspection the line has light (for the size of pipe) but steady flow. And in my opinion, addressing the high discharge/ditch environment would resolves the water level issue and the sag might also be a lot less noticeable.
3/5/2024		Neptune rd. CB-1160 (DS) to CB-1172 (drainage)	Pre Acceptance	None		4860	60	205	ADS	12		Setup #18, (mainline GIS ID 4860) Pre-acceptance assessment was good and no issues or laterals were found.
3/5/2024		Neptune rd. CB-1173 (DS) to CB-1172 (drainage)	Pre Acceptance	Issues		4857	30	23	ADS	12		Setup #17, (mainline GIS ID 4857) Pre-acceptance assessment was good and other than one very light sag within the last 5' (DS) no issues or laterals were found.

Date	Project Number	Location	Work	Issue 1	Issue 2	Video (ID)	Duration (min)	Length (ft)	Material	Site Condition	Notes
3/5/2024		Neptune rd. CB-1159 (US) to CB-1171 (drainage)	Pre Acceptance	None			45	191	ADS	12	Setup #16, (mainline GIS ID 4861) Pre acceptance assessment was good and no issues or laterals were found.
3/5/2024		Neptune rd. CB-1159 (US) to (outlet) DPO-67 (drainage)	Pre Acceptance	None		4830	90	29	ADS	12	Setup #13, (mainline GIS ID 4830) Pre acceptance assessment was good and no issues or laterals were found.
3/5/2024		Neptune rd. CB-1159 (US) to CB-	Pre	None		4829	45	23	ADS	12	Setup #14, (mainline GIS ID 4829) Pre
3/5/2024		Saco ave. SMH-18 (DS) to SMH-6 (sewer)	General Assessment	Issues		130	60	268	AC	R	Setup #13, (mainline GIS ID 130) Post backup/flush assessment. Prior to this inspection SMH-18 (the upstream structure) was backed up and leaking a light amount of sewer through its cover, onto the ground. It was also discovered that SMH-6 (the downstream structure) had a blanket of medium sized roots covering both the channel and the shaft. Jetting the mainline between the structures was difficult and took multiple attempts before eventually a large glob of solids and roots broke free within the mainline and completely relieved the blockage. This mainline is now clean and other than a light sag within the last downstream 10', no issues or laterals were found. The flow is now back to normal and 98% of the roots inside of SMH-6 were removed, however the outlet of this structure still has a moderate blockage of roots on the top of the pipe that have grown inside of the outlet and will cause future issues if they aren't removed as well.
3/4/2024		Atlantic ave. DMH-78 (US) to DMH-77 (drainage)	General Assessment	Needs Flush		3919	90	384	RCP	30	Setup #12, (mainline GIS ID 3919) Investigation to confirm the previously unknown origin of this mainline. The first 90' heading (US) has moderate settled debris that could use a flush. There are multiple lightly intruding laterals. No major issues were found and it was confirmed that this line originates from DMH-77.
3/4/2024		Atlantic ave. DMH-78 (DS) to DMH-79 (drainage)	General Assessment	None		3917	60	28	RCP	18	Setup #11, (mainline GIS ID 3917) No issues or laterals were found.



Dayton Sand & Gravel Co., Inc.
928 Goodwins Mills Road, Dayton, Maine 04005-7352
1-800-339-2700 or 1-207-499-2306 Fax: 1-207-499-7102

Project: Beachmont - Old Orchard Beach
Mix Design #: DSG-DA11-75B-19-V4-64

Date: Thursday, October 19, 2017
Plant Type: H&B 4 Ton Batch Plant

12 Desert Rd, Freeport MaineDOT TESTING LABORATORIES 219 Hogan Rd, Bangor



ASPHALT MIX DESIGN

75 gyrations

SUBMITTAL DATA

DOT Reference No.		Specification Date	Mix Grading		
11130		01/15/16	HMA MIX-19.0MM (FINE-GRADED)		
Plant			Submitted	Submitted By	
DAYTON SAND & GRAVEL				TREVOR KRAUS	
Plant No.	Make	Size	Type	Location	
1	H&B	4 TON	BATCH	DAYTON	

Approved MaineDOT Job Mix No. &	Binder	Item No.	2nd Item No.	3rd Item No.	4th Item No.
DSG-DA11-75B-19-V4-64	PG64-28	403.207			
ARGO - Asphalt Rubber Gas-Graded / C - Colored / SB - (A) Soft / (B) Asphalt Base / L - Liquid Latex Modified MTA - Maine Turnpike Authority / P - Polymer Modified / RB - Rich Base / WMA - Warm Mix Asphalt					

Binder	Refiner	Supplier	Start Date
PG64-28	BITUMAR (MONTREAL, CANADA)	BITUMAR USA, INC - S PORTLAND	7/24/2016

Superpave Design Data								
Verif. Ref No.	ESAL's	Nominal Size	Gmm	Gmb Weight, g	Gab	% Binder	New % Binder	Fiber Ratio
247259	0.3 to <3	19.0mm	2.480	4800	2.65	5.2		0.6

Warm Mix Criteria		Latex Modified		Anti-Supp Agent	
Adhesive	% Used	SBH Solids %		Adhesive	% Used
Temperature Range, °F				Supplier	

Comments
Contractor Gab was adjusted from 2.64 to 2.65 based upon their ap gravity results.

Authorized by: ROLLAN WALKER Initial Approved Date: 6/10/2016 Reissued Date: 6/10/2016
Paper Copy: Lab File Electronic: Area Supervisor, Resident, Contractor



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12 Desert Rd, Freeport Maine DOT TESTING LABORATORIES 219 Hogan Rd, Bangor



Base JMN	Consensus Ref No	Specification Date
DSG-DA11-75B-19-V4	11130	01/15/16

Size	Aggregate Data	Original Source/Owner	RAP File Replaced
19.0		DAYTON S & G PIT - DAYTON - DAYTON SAND & GRAVEL	
12.5		DAYTON S & G PIT - DAYTON - DAYTON SAND & GRAVEL	
9.5		DAYTON S & G PIT - DAYTON - DAYTON SAND & GRAVEL	
MANUFACTURED SAND		DAYTON S & G PIT - DAYTON - DAYTON SAND & GRAVEL	
NATURAL SAND		DAYTON S & G PIT - DAYTON - DAYTON SAND & GRAVEL	

Stockpile Gradation (Percentages Passing Sieve Sizes)												
No. 20 75 µm	No. 40 4.75 mm	No. 60 2.5 mm	No. 80 1.9 mm	No. 100 1.5 mm	No. 150 1.0 mm	No. 200 0.85 mm	No. 250 0.6 mm	No. 300 0.5 mm	No. 350 0.425 mm	No. 425 0.3 mm	No. 500 0.25 mm	No. 600 0.15 mm
20	100	91	29	8		4	3	2	2	2	1	0.3
18		100	91	29		3	3	2	2	2	1	0.8
16			100	93		38	9	4	2	1	1	0.3
26						100	93	74	63	29	14	7
18						100	97	75	44	16	5	2.4

AIM	100	95	83	71		53	46	36	24	12	6	4
Lower	100	90	76	64		46	42	32	21	10	4	2.0
Upper	100	100	90	78		60	49	40	27	14	8	6.0
Spec.	100	90 - 100	- 90				23 - 49					2 - 6

Aggregate Quality Tests		Original	Retest 1	Retest 2	Results to Use	Specification	Meets?
Fractured, 1 Face (ASTM D 5821), %		90			90	75%, min.	
Fractured, 2 Faces (ASTM D 5821), %		82			82	60%, min.	YES
P.A. Angularity (T 304 Method A), %		47			47	40, min.	YES
Flat & Elongated Part (ASTM D 4751), %		1			1	10%, max.	YES
Sand Equivalent (T 175)		78			78	45, min.	YES
Micro-Deval (T 227-05), %		10			10	18%, max.	YES
Machine Used	MD2					Passing No. 16, %	
Control Agg. Current Result, %	21.2					Weighted Avg. Loss, %	
Control Agg. Avg. of Last 20 Results, %	20.6					Area Below Curves, %-mm	
Machine Used						Passing No. 200, %	
Control Agg. Current Result, %						Weighted Avg. Loss, %	
Control Agg. Avg. of Last 20 Results, %						Area Below Curves, %-mm	
Los Angeles Wear (T 96), %						Passing No. 12, %	
						Weighted Avg. Loss, %	
						Area Below Curves, %-mm	
Washable Degradation (MaineDOT)						30, min.	
Combined Aggregate, Gap (P 28)						2.65±0.02	
Fin Aggregate Specific Gravity (T 84)	2.63				2.63		
Fin Aggregate Absorption (T 84), %	0.9				0.9		YES
Coarse Aggregate Specific Gravity (T 85)							
Coarse Aggregate Absorption (T 85), %							
Avg. Draindown at 1" (Anticipated Plant Production)							
Avg. Draindown at 1" (Anticipated Plant Production)							



R. W. Gillespie & Associates, Inc.
86 Industrial Park Road, Suite 4, Saco, ME 04072 207-286-8008
177 Shattuck Way, Suite 1 West, Newington NH 03801 603-427-0244
44 Wood Avenue, Suite I, Mansfield, MA 508-623-0101

LETTER OF TRANSMITTAL

Seamans Construction

2 Fiero Drive

Old Orchard Beach, Maine 04064

Date:	October 23, 2017	Project No.:	1429-003
Attention:			
info@dmabuildingcorp.com			
Re:			
In-Place Density Testing Beachmont Subdivision Old Orchard Beach, Maine			

Date(s) Performed:

Tuesday, October 10, 2017

Test (s) Performed

In-Place Density Testing - Nuclear Method ASTM D6938

☒ Meets Specification

☐ Selected Tests Do Not Meet Specification - Noted with an *

Note: Materials descriptions and maximum laboratory dry density values were transmitted under separate cover and are referenced in the attached summaries by the material number.

Remarks: Revised report for Beachmont Subdivision

01 Tests were on sample 14716 Type D gravel and require 95% of ASTM D1557 maximum density.

Copy to:

Carey Seamans (c.seamans@yahoo.com)

If enclosures are not noted, kindly notify us at once.

SUMMARY OF IN-PLACE DENSITIES - ASTM D6938



BEACHTON SUBDIVISION
OLD ORCHARD BEACH, MAINE
DMA BUILDING CORPORATION
RWGA PROJECT NO. 1429-003

Report Issue Date: Monday, October 23, 2017

Checked By: Joshua Fourey, Project Manager, 10/17/2017

Test No.	Test Location	Elevation	ASTM D1557 Dry Density (pcf)	ASTM D1557 Water Content (%)	Sample Lab No.	Max Dry Density (pcf)	Opt Moisture (%)	Percent of Max (%)	Date	Technician	Gauge #
01	Beachmont: 60' from start, 14' LT, SGSE;		134.1	7.0	14716	138.7	8.1	97	10/10/2017	Tony Stohlberg	21019
02	Beachmont: 120' from start, 10' LT, SGSE;		131.6	8.0	14716	138.7	8.1	95	10/10/2017	Tony Stohlberg	21019
03	Beachmont: Between manholes, 6' LT, SGSE;		135.1	7.2	14716	138.7	8.1	97	10/10/2017	Tony Stohlberg	21019
04	Beachmont: 158' from start, 4' RT, SGSE;		134.8	6.7	14716	138.7	8.1	97	10/10/2017	Tony Stohlberg	21019
05	Beachmont: Sta 57+25, 6' RT, SGSE;		135.1	7.8	14716	138.7	8.1	97	10/10/2017	Tony Stohlberg	21019
06	Beachmont: Start of Cul-de-sac, Center, FGSE;		131.9	7.3	14716	138.7	8.1	95	10/10/2017	Tony Stohlberg	21019
07	Beachmont: Sta 58+50, Center, SGSE;		131.8	7.6	14716	138.7	8.1	95	10/10/2017	Tony Stohlberg	21019

Remarks:

01: Tests were on sample 14716 Type D gravel and require 95% of ASTM D1557 maximum density

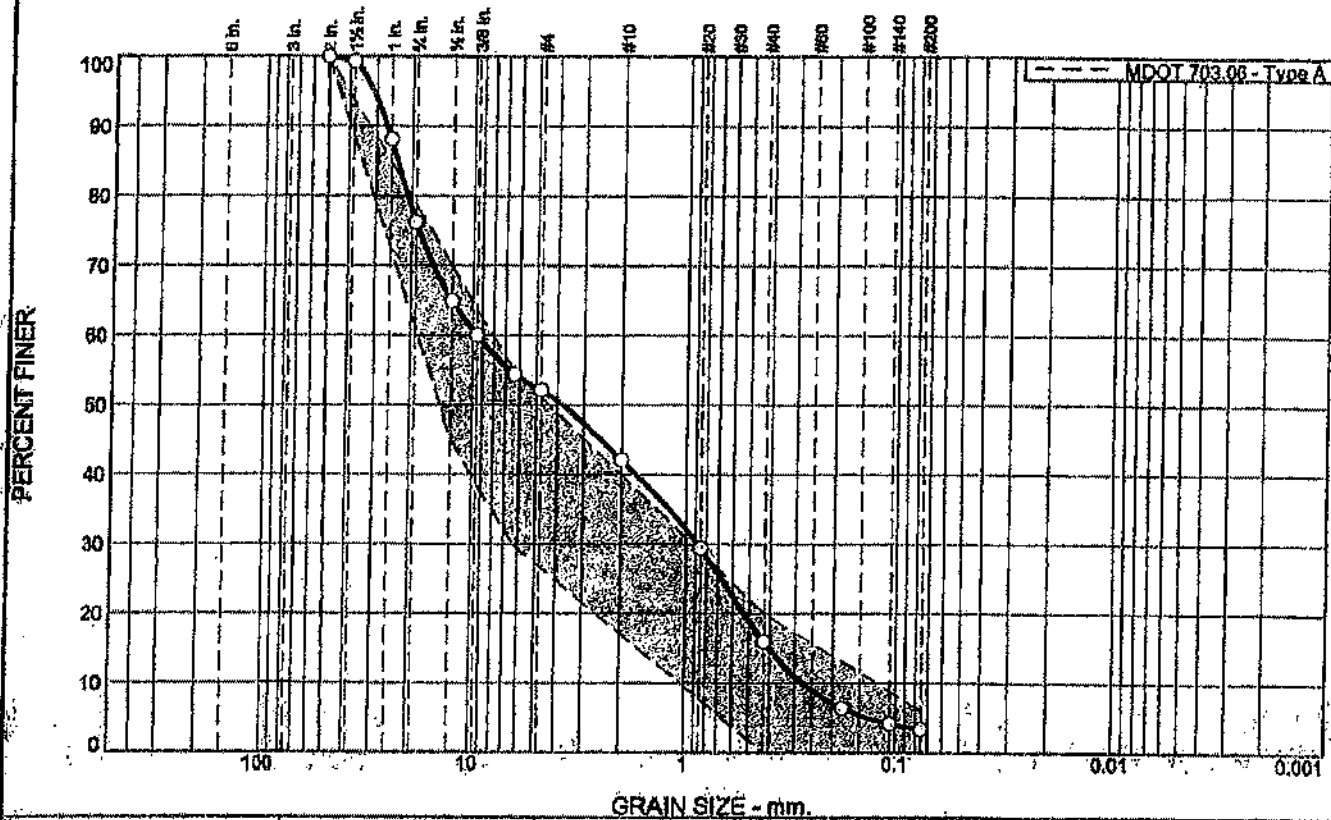
FG = Finish Grade
FF = Finish Floor
FGB = Finish Grade of Base
FGSB = Finish Grade of Subbase
FGSG = Finish Grade of Subgrade

TOW = Top of Foundation Wall
BOB = Bottom of Footing
TOC = Top Curb

Filter Criteria: Project ID = 1429-003; Start Date = 10/10/2017; End Date = 10/10/2017 11:59:59 PM;

R.W. Gillespie & Associates, Inc.
Corporate Office: 65 Industrial Park Road, Suite 100, York, ME 04072
Branch Office: 200 International Drive, Suite 170, Portsmouth, NH 03801

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	23.8	24.0	10.0	26.2	12.6	3.4	

SIEVE SIZE	PERCENT FINER	SPEC. ^a PERCENT	PASS? (X=NO)
2"	100.0	100.0	
1 1/2"	99.3		
1"	88.1		
3/4"	76.2		
1/2"	65.0	45.0 - 70.0	
3/8"	60.1		
1/4"	54.4	30.0 - 55.0	
#4	52.2		
#10	42.2		
#20	29.5		
#40	16.0	0.0 - 20.0	
#80	6.4		
#140	4.1		
#200	3.4	0.0 - 6.0	

Soil Description		
Type A gravel - poorly graded sand with gravel		
Atterberg Limits		
PL=	LL=	PI=
Coefficients		
D ₉₀ = 26.6589	D ₈₅ = 23.5505	D ₆₀ = 9.4933
D ₅₀ = 3.7316	D ₃₀ = 0.8753	D ₁₅ = 0.4013
D ₁₀ = 0.2764	C _u = 34.34	C _c = 0.29
Classification		
USCS= SP	AASHTO=	A-1-a
Remarks		
Moisture Content: 2.3%		

MDOT 703.06 - Type A

Location: Stock Pile - Dayton, ME
Sample Number: 14743

Date: 10/17/17

**R.W. Gillespie
& Associates, Inc.
Saco, Maine**

Client: DMA Building Corporation
Project: Beachmont Subdivision

Project No: 1429-003

Lab No. 14743

Tested By: JJB/CDN

Checked By: MTG

**R. W. Gillespie & Associates, Inc.**

86 Industrial Park Road, Suite 4, Saco, ME 04072 207-286-8008
177 Shattuck Way, Suite 1 West, Newington NH 03801 603-427-0244
44 Wood Avenue, Suite 1, Mansfield, MA 508-623-0101

LETTER OF TRANSMITTAL

Seamans Construction

2 Fiero Drive

Old Orchard Beach, Maine 04064

Date:	October 17, 2017	Project No.:	1429-003
Attention:	info@dmabulldingcorp.com		
Re:	In-Place Density Testing Beachmont Subdivision and Flag Rd. Dayton, ME		

Date(s) Performed:

October 10 & 13, 2017

Test (s) Performed

In-Place Density Testing - Nuclear Method ASTM D6938

☒ Meets Specification

☐ Selected Tests Do Not Meet Specification - Noted with an *

Note: Materials descriptions and maximum laboratory dry density values were transmitted under separate cover and are referenced in the attached summaries by the material number.

Remarks:

01: Tests were on sample 14716 Type D gravel and require 95% of ASTM D1557 maximum density.

Copy to:

Carry Seamans (c.seamans@yahoo.com)

If enclosures are not noted, kindly notify us at once.

SUMMARY OF IN-PLACE DENSITIES - ASTM D6938

BEACHMONT SUBDIVISION AND FLAG RD.
OLD ORCHARD BEACH, MAINE
DMA BUILDING CORPORATION
RWG&A PROJECT NO. 1429-003



Report Issue Date: Tuesday, October 17, 2017

Checked By: Joshua Fanczy, Project Manager, 10/17/2017

Test No.	Test Location	Elevation	ASTM D6938 Dry Density (pcf)	ASTM D6938 Water Content (%)	Sample Lab No.	Max Dry Density (pcf)	Opt Moisture (%)	Percent of Max (%)	Date	Technician	Gauge #
01	Beachmont: 60' from start, 19' LT, SGSR;		134.1	7.0	14716	138.7	8.1	97	10/10/2017	Tony Stollberg	21019
02	Beachmont: 120' from start, 10' LT, SGSR;		131.6	8.0	14716	138.7	8.1	95	10/10/2017	Tony Stollberg	21019
03	Beachmont: Between manholes, 0' LT, SGSR;		135.1	7.2	14716	138.7	8.1	97	10/10/2017	Tony Stollberg	21019
04	Beachmont: 150' from start, 4' RT, SGSR;		134.3	6.7	14716	138.7	8.1	97	10/10/2017	Tony Stollberg	21019
05	Beachmont: Sta. 37+25, 0' RT, SGSR;		134.1	7.8	14716	138.7	8.1	97	10/10/2017	Tony Stollberg	21019
06	Beachmont: Start of Cul-de-sac Center, FGSR;		131.9	7.3	14716	138.7	8.1	95	10/10/2017	Tony Stollberg	21019
07	Beachmont: Sta. 38+50, Center, SGSR;		131.8	7.6	14716	138.7	8.1	95	10/10/2017	Tony Stollberg	21019

Remarks:

01: Tests were on sample 14716 Type D gravel and require 95% of ASTM D1557 maximum density

FG = Finish Grade
FF = Finish Floor
FGB = Finish Grade of Base
FGSB = Finish Grade of Subbase
FGSG = Finish Grade of Subgrade

TOC = Top of Foundation Wall
BOC = Bottom of Footing
TOC = Top Out

Fiber Criteria: Project ID = 1429-003; Start Date = 10/10/2017; End Date = 10/10/2017 11:59:59 PM;

R. W. Gillespie Associates, Inc.
Corporate Office: 80 Industrial Park Road, Ste. 4, Saco, ME 04072
Branch Office: 280 Desdemona Drive, Ste. 370, Portsmouth, NH 03801

SUMMARY OF IN-PLACE DENSITIES - ASTM D6938

BEACHTON SUBDIVISION AND FLAG RD.
OLD ORCHARD BEACH, MAINE
DMA BUILDING CORPORATION
RWG&A PROJECT NO. 1429-003



R.W. Gillespie & Associates, Inc.
Geotechnical Engineering, Environmental Consulting & Remedial Investigation

Report Issue Date: Tuesday, October 17, 2017

Checked By: Joshua Farcy, Project Manager, 10/17/2017

Test No.	Test Location	Elevation	ASTM D6938 Dry Density (pcf)	ASTM D6938 Water Content (%)	Sample Lab No.	Maximum Density (pcf)	Opt Moisture (%)	Percent of Max (%)	Date	Technician	Group #
01	Off Flag Pond Rd: Sta 0+81, 3' RT, SGSR;		132.0	4.7	14716	138.7	8.1	95	10/13/2017	Tony Stollberg	21019
02	Off Flag Pond Rd: Sta 1+88, 5' LT, SGSR;		132.6	4.9	14716	138.7	8.1	96	10/13/2017	Tony Stollberg	21019
03	Off Flag Pond Rd: Sta 2+61, 10' RT, SGSR;		133.3	5.8	14716	138.7	8.1	96	10/13/2017	Tony Stollberg	21019
04	Off Flag Pond Rd: Sta 3+50, 8' LT, SGSR;		133.6	5.2	14716	138.7	8.1	96	10/13/2017	Tony Stollberg	21019
05	Off Flag Pond Rd: Sta 4+22, 7' RT, SGSR;		131.9	4.9	14716	138.7	8.1	95	10/13/2017	Tony Stollberg	21019

Remarks:

01: Tests were on sample 14716 Type D gravel and require 95% of ASTM D1557 maximum density

FG = Finish Grade
FF = Finish Floor
FGB = Finish Grade of Base
FGSB = Finish Grade of Subbase
FGSG = Finish Grade of Subgrade

TCW = Top of Foundation Wall
BOF = Bottom of Footing
TOC = Top Curb

Filter Criteria: Project ID = 1429-003; Start Date = 10/13/2017; End Date = 10/13/2017 11:59:59 PM;

R. W. Gillespie Associates, Inc.
Corporate Office 86 Industrial Park Road, Ste. 4, Seacoast, ME 04072
Branch Office 200 International Drive, Ste. 170, Portland, ME 03801

**R. W. Gillespie & Associates, Inc.**

86 Industrial Park Road, Suite 4, Saco, ME 04072 207-286-8008
177 Shattuck Way, Suite 1 West, Newington NH 03801 603-427-0244
44 Wood Avenue, Suite I, Mansfield, MA 508-623-0101

*Phase 3***LETTER OF TRANSMITTAL**Seamans Construction2 Fiero DriveOld Orchard Beach, Maine 04064

Date:	October 17, 2017	Project No.:	1429-003
Attention:	info@dmabuildingcorp.com		
Re:	Laboratory Testing Beachmont Subdivision and Flag Rd. Dayton, ME		

Laboratory No. (s)**Test (s) Performed**

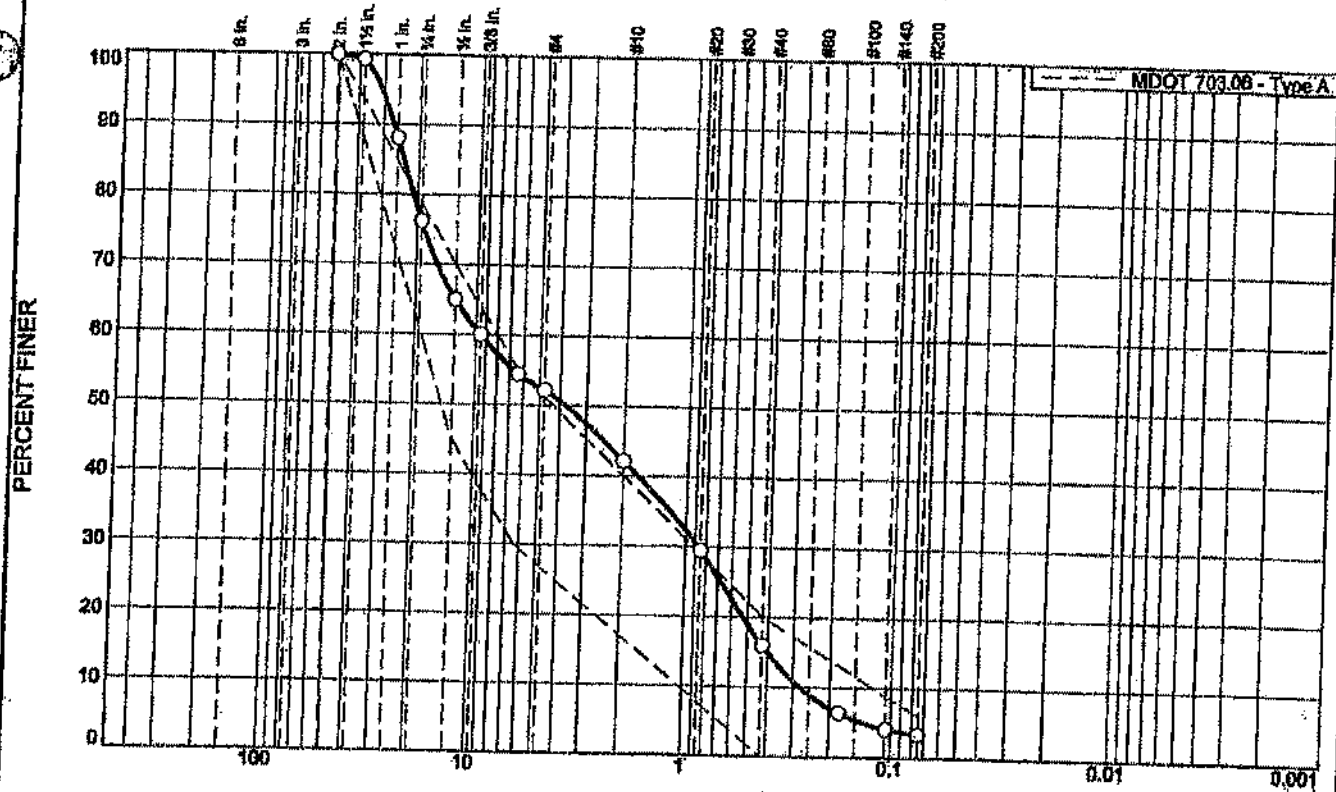
14743: Type A Gravel Retest, Inplace, Old Orchard Beach, ME Gradation

Remarks:

Copy to:Carey Seamans (c.seamans@yahoo.com)

If enclosures are not noted, kindly notify us at once.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	23.8	24.0	10.0	26.2	12.6	3.4	

SIEVE SIZE	PERCENT FINER	SPEC. PERCENT	PASS? (X=NO)
2"	100.0	100.0	
1 1/2"	99.3		
1"	88.1		
3/4"	76.2		
1/2"	65.0	45.0 - 70.0	
3/8"	60.1		
1/4"	54.4	30.0 - 55.0	
#4	52.2		
#10	42.2		
#20	29.5		
#40	16.0	0.0 - 20.0	
#80	6.4		
#140	4.1		
#200	3.4	0.0 - 6.0	

Soil Description

Type A gravel - poorly graded sand with gravel

PL= Atterberg Limits LL= PI=

Coefficients
 D₉₀= 26.6589 D₈₅= 23.5505 D₆₀= 9.4933
 D₅₀= 3.7316 D₃₀= 0.8753 D₁₅= 0.4013
 D₁₀= 0.2764 C_u= 34.34 C_c= 0.29

Classification
 USCS= SP AASHTO= A-1-a

Remarks
 Moisture Content: 2.3%

MDOT 703.06 - Type A

Location: Inplace, Old Orchard Beach, ME
 Sample Number: 14743

Date: 10/17/17

**R.W. Gillespie
 & Associates, Inc.
 Saco, Maine**

Client: DMA Building Corporation
 Project: Beachmont Subdivision and Flag Rd.

Project No: 1429-003

Lab No. 14743

Tested By: JJB/CDN

Checked By: MTG



R. W. Gillespie & Associates, Inc.

86 Industrial Park Road, Suite 4, Saco, ME 04072 207-286-8008
200 Int'l Drive, Suite 170, Portsmouth, NH 03801 603-427-0244

LETTER OF TRANSMITTAL

DMA Building Corporation

840 Portland Road

Saco, Maine 04072

Date:	11/21/2014	Project No.:	1429-001
Attention:	info@dmabuildingcorp.com		
Re:	In-Place Density Testing 200 Portland Road Beachmont Properties Old Orchard Beach, Maine		

Date(s) Performed:

Wednesday, November 05, 2014

Test (s) Performed

In-Place Density Testing - Nuclear Method ASTM D6938

☒ Meets Specification

☐ Selected Tests Do Not Meet Specification - Noted with an *

Note: Materials descriptions and maximum laboratory dry density values were transmitted under separate cover and are referenced in the attached summaries by the material number.

Remarks:

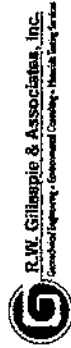
Copy to: Cary Seamans (c.seamans@yahoo.com)

Matthew J. Seif

If enclosures are not noted, kindly notify us as once.

SUMMARY OF IN-PLACE DENSITIES - ASTM D6938
200 PORTLAND ROAD BEACHMONT PROPERTIES
OLD ORCHARD BEACH, MAINE
DMA BUILDING CORPORATION
RWG&A PROJECT NO. 1429-001

Page 1 of 1



Report Issue Date: Friday, November 21, 2014

Checked By: Matthew T. Grady, 11/21/2014

Test No.	Test Location	Elevation	ASTM D6938 Dry Density (pcf)	ASTM D4938 Water Content (%)	Sample Lab No.	Max Dry Density (pcf)	Opt Moisture (%)	Percent of Max (%)	Date	Technician	Gauge #
01	Dolphin Ave. 48+36, Rt. 8 ft, FGSE;		132.4	7.2	12806	136.5	5	97	11/05/2014	Joe Barth	5697
02	Dolphin Ave. 47+50, Lt. 9, FGSE;		135.0	9.2	12806	136.5	5	99	11/05/2014	Joe Barth	5697
03	Dolphin Ave. 46+50, Rt. 10, FGSE;		132.6	7.0	12806	136.5	5	97	11/05/2014	Joe Barth	5697
04	Dolphin Ave. 45+57, CTR, FGSE;		133.8	8.3	12806	136.5	5	98	11/05/2014	Joe Barth	5697
05	Dolphin Ave. 44+50, RL5, FGSE;		132.2	7.4	12806	136.5	5	97	11/05/2014	Joe Barth	5697
06	Dolphin Ave. 43+50, Lt. 1, FGSE;		129.9	8.2	12806	136.5	5	95	11/05/2014	Joe Barth	5697
07	Dolphin Ave. 42+50, Lt. 9, FGSE;		135.0	7.2	12806	136.5	5	99	11/05/2014	Joe Barth	5697
08	Dolphin Ave. 41+50, Rt. 5, FGSE;		134.9	7.9	12806	136.5	5	99	11/05/2014	Joe Barth	5697
09	Dolphin Ave. 40+75, Rt. 11, FGSE;		132.9	7.6	12806	136.5	5	97	11/05/2014	Joe Barth	5697
10	Dolphin Ave. 40+00, CTR, FGSE;		132.6	7.6	12806	136.5	5	97	11/05/2014	Joe Barth	5697
11	Dolphin Ave. 39+00, Lt. 5, FGSE;		136.7	6.9	12806	136.5	5	100	11/05/2014	Joe Barth	5697

Remarks:

01: Density tests on material 12806 Subbase Gravel require 95% of ASTM D1557 maximum density. Rt = Right, FT = Feet

FG = Finish Grade
FF = Finish Floor
FGB = Finish Grade of Base
FGSB = Finish Grade of Subbase
FGSG = Finish Grade of Subgrade

TOW = Top of Foundation Wall
BOF = Bottom of Footing
TOC = Top Curb

Filter Criteria: Project ID = 1429-001; Start Date = 11/5/2014; End Date = 11/5/2014 11:59:59 PM;

R. W. Gillespie Associates, Inc.
Corporate Office 86 Industrial Park Road, Ste 4, Saco, ME 04072
Branch Office 200 International Drive, Ste 170, Portsmouth, NH 03801

Project: 200 Portland Ave. - Beachmont Properties

Project No.: 1429-001

Date: 11/5/14

Technologist: JB

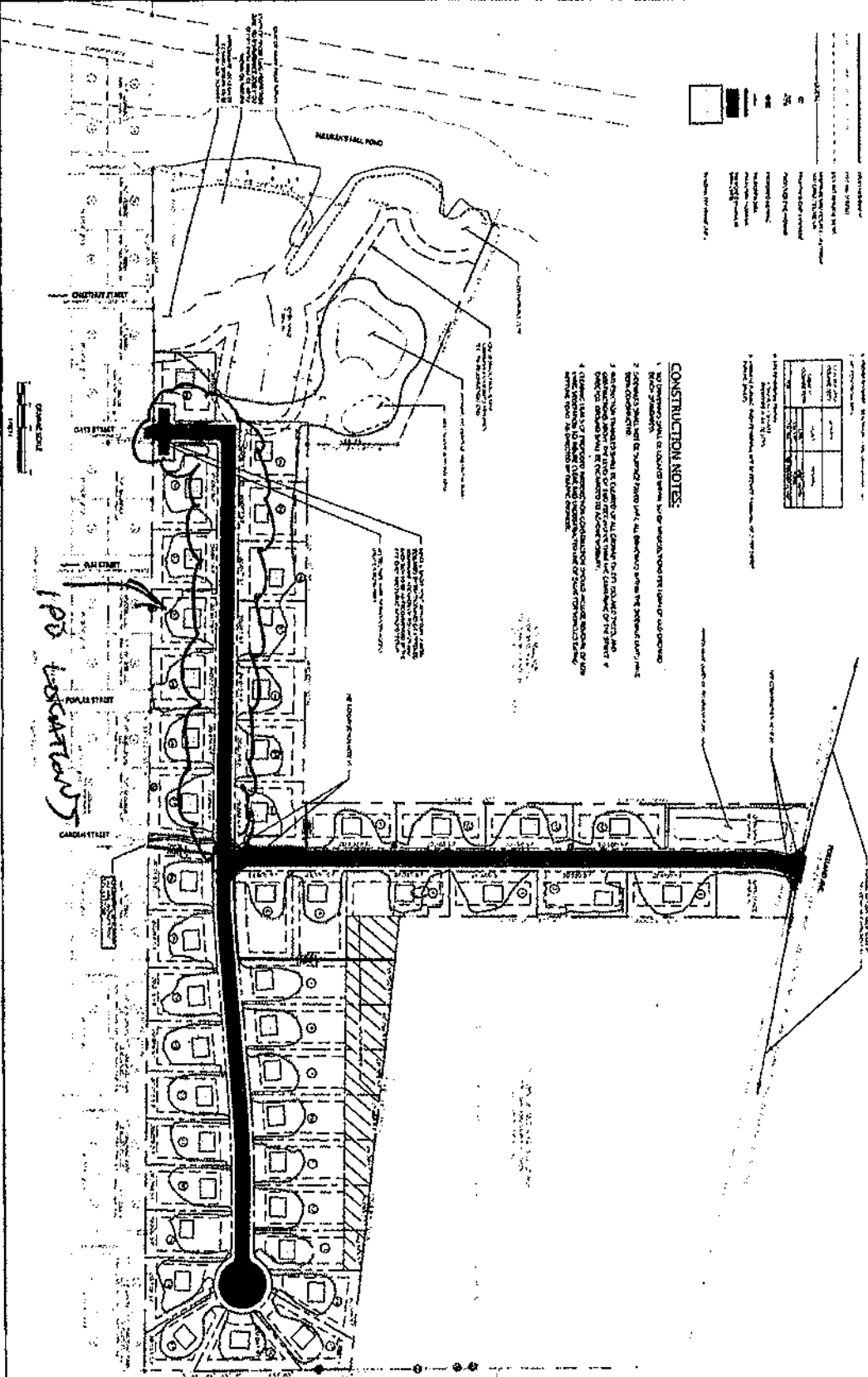
NO.	DESCRIPTION	DATE	BY
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10	REVISION		

CONSTRUCTION NOTES:

1. NO EXISTING UTILITIES ARE LOCATED WITHIN THE PROPOSED LOT OR ADJACENT LOTS.
2. EXISTING UTILITIES ARE LOCATED WITHIN THE PROPOSED LOT OR ADJACENT LOTS.
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10. EXISTING UTILITIES ARE LOCATED WITHIN THE PROPOSED LOT OR ADJACENT LOTS.

PLAN REFERENCES:

1. BEACHMONT SUBDIVISION, BEACHMONT PROPERTIES, 200 PORTLAND AVE., BEACHMONT, MAINE 04008.
2. BEACHMONT SUBDIVISION, BEACHMONT PROPERTIES, 200 PORTLAND AVE., BEACHMONT, MAINE 04008.
3. BEACHMONT SUBDIVISION, BEACHMONT PROPERTIES, 200 PORTLAND AVE., BEACHMONT, MAINE 04008.
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10. BEACHMONT SUBDIVISION, BEACHMONT PROPERTIES, 200 PORTLAND AVE., BEACHMONT, MAINE 04008.



ISSUED FOR FINAL REVIEW-09/28/2012

C-101	LATEST EDITION: 09/28/2012 DESIGNED BY: JH DRAWN BY: JH CHECKED BY: JH NOT PROJECT NO: 1429-001	OVERALL SITE PLAN BEACHMONT SUBDIVISION OLD ORCHARD BEACH, MAINE BEACHMONT LAND DEVELOPMENT, LLC P.O. BOX 772 WATERBURY, MAINE 04087		Blais civil engineers 174 BEACHMONT, 200 PORTLAND AVE. #200A BEACHMONT, MAINE 04008		REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> <tr> <td>2</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> <tr> <td>3</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> <tr> <td>4</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> <tr> <td>5</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> <tr> <td>6</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> <tr> <td>7</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> <tr> <td>8</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> <tr> <td>9</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> <tr> <td>10</td> <td>09/28/2012</td> <td>ISSUED FOR FINAL REVIEW</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	09/28/2012	ISSUED FOR FINAL REVIEW	2	09/28/2012	ISSUED FOR FINAL REVIEW	3	09/28/2012	ISSUED FOR FINAL REVIEW	4	09/28/2012	ISSUED FOR FINAL REVIEW	5	09/28/2012	ISSUED FOR FINAL REVIEW	6	09/28/2012	ISSUED FOR FINAL REVIEW	7	09/28/2012	ISSUED FOR FINAL REVIEW	8	09/28/2012	ISSUED FOR FINAL REVIEW	9	09/28/2012	ISSUED FOR FINAL REVIEW	10	09/28/2012	ISSUED FOR FINAL REVIEW
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R. W. Gillespie & Associates, Inc.

86 Industrial Park Road, Suite 4, Saco, ME 04072 207-286-8008
200 Int'l Drive, Suite 170, Portsmouth, NH 03801 603-427-0244

LETTER OF TRANSMITTAL

DMA Building Corporation

840 Portland Road

Saco, Maine 04072

Date:	OCT 21 2014	Project No.:	1429-001
Attention:	info@dmabuildingcorp.com		
Re:	In-Place Density Testing 200 Portland Road Beachmont Properties Old Orchard Beach, Maine		

Date(s) Performed:

Tuesday, October 14, 2014

Test (s) Performed

In-Place Density Testing - Nuclear Method ASTM D6938

☒ Meets Specification

☐ Selected Tests Do Not Meet Specification - Noted with an *

Note: Materials descriptions and maximum laboratory dry density values were transmitted under separate cover and are referenced in the attached summaries by the material number.

Remarks:

Copy to: Cary Seamans (c.seamans@yahoo.com)

If enclosures are not noted, kindly notify us as once.

SUMMARY OF IN-PLACE DENSITIES - ASTM D6938

Page 1 of 1



R.W. Gillespie & Associates, Inc.
Civil Engineering - Environmental Consulting - North Kingstown

200 PORTLAND ROAD BEACHMONT PROPERTIES
OLD ORCHARD BEACH, MAINE
DMA BUILDING CORPORATION
RWG&A PROJECT NO. 1429-001

Report Issue Date: Tuesday, October 21, 2014

Checked By: Matthew T. Grady, 10/21/2014

Test No.	Test Location	Elevation	ASTM D6938 Dry Density (pcf)	ASTM D6938 Water Content (%)	Sample Lab No.	Max Dry Density (pcf)	Opt Moisture (%)	Percent of Max (%)	Date	Technician	Gauge #
1	Dolphin Rd. - Sta 50+35, 4' Left of Center, About 8" below FG.;		130.1	5.6	12806	136.5	5	95	10/15/2014	Josh Boynton	21019
2	Dolphin Rd. - Sta 51+30, 6' Right of Center, About 8" below FG.;		129.9	4.9	12806	136.5	5	95	10/15/2014	Josh Boynton	21019
3	Dolphin Rd. - Sta 52+45, 5' Left of Center, About 8" below FG.;		129.9	4.5	12806	136.5	5	95	10/15/2014	Josh Boynton	21019

Remarks:

1: Tests were on sample 12806 Subbase Gravel. Tests require 95% of ASTM D1557 maximum density.

FG = Finish Grade
FF = Finish Floor
FGB = Finish Grade of Base
FGSB = Finish Grade of Subbase
FGSG = Finish Grade of Subgrade

TOW = Top of Foundation Wall
BOF = Bottom of Footing
TOC = Top Curb

Filter Criteria: Project ID = 1429-001; Start Date = 10/15/2014; End Date = 10/15/2014 11:59:59 PM;

R. W. Gillespie Associates, Inc.
Corporate Office 86 Industrial Park Road, Ste 4, Saco, ME 04072
Branch Office 200 International Drive, Ste 170, Portsmouth, NH 03801



R. W. Gillespie & Associates, Inc.
86 Industrial Park Road, Suite 4, Saco, ME 04072 207-286-8008
200 Inlet Drive, Suite 170, Portsmouth, NH 03801 603-427-0244

LETTER OF TRANSMITTAL

DMA Building Corporation

840 Portland Road

Saco, Maine 04072

Date: JUL 30 2013	Project No.: 1429-001
Attention: info@dmabuildingcorp.com	
Re: Laboratory Testing 200 Portland Road Beachmont Properties Old Orchard Beach, Maine	

We are sending you attached Laboratory Test Results

Laboratory No. (s)

Test (s) Performed

12806

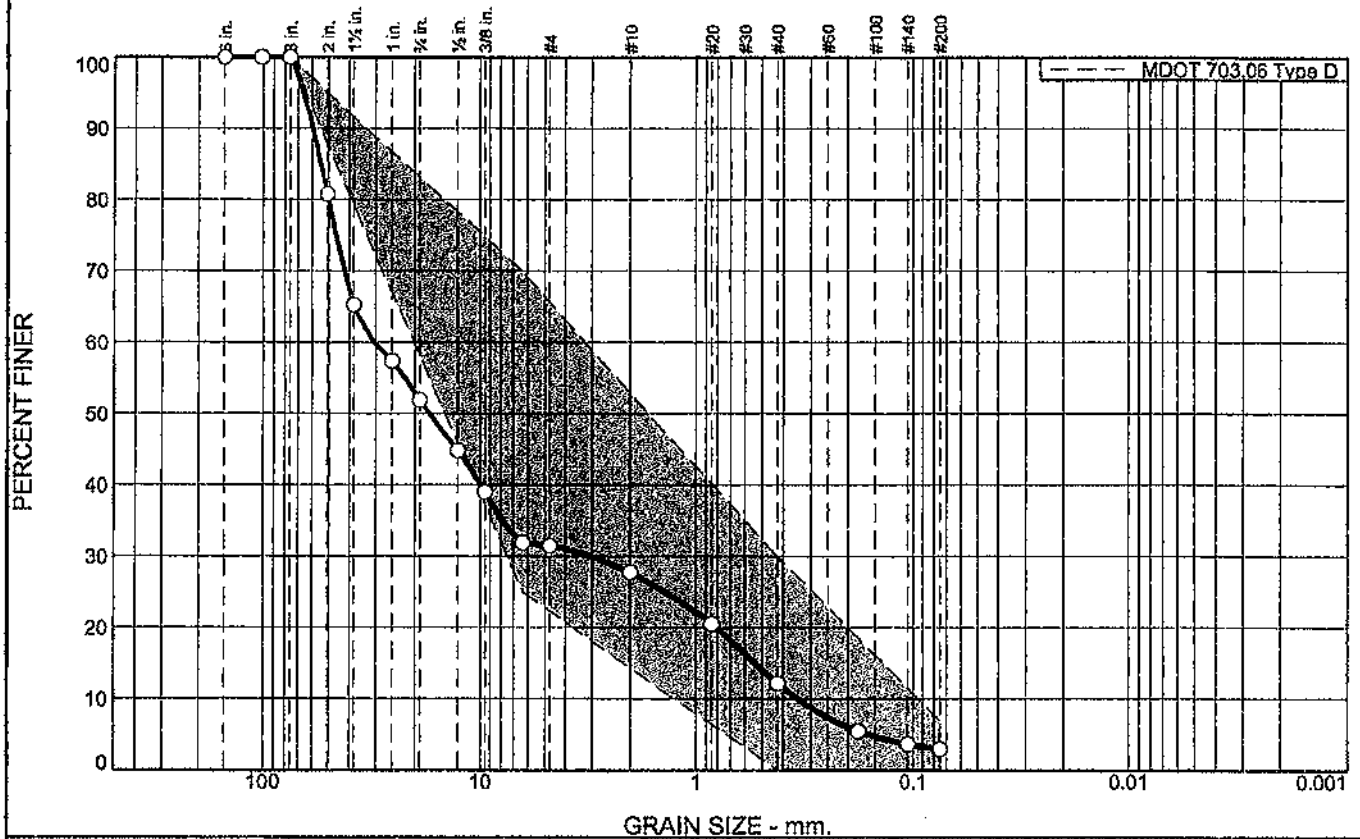
Washed Gradation & MD

Remarks:

Copy to: Cary Seamans (c.seamans@yahoo.com)

If enclosures are not noted, kindly notify us as once.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	48.1	20.4	3.8	15.6	9.1	3.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
6"	100.0	100.0 - 100.0	
4"	100.0		
3"	100.0		
2"	80.8		
1 1/2"	65.2	25.0 - 70.0	
1"	57.4		
3/4"	51.9		
1/2"	44.8		
3/8"	39.0	0.0 - 30.0	
1/4"	31.9		
#4	31.5		
#10	27.7		
#20	20.5	0.0 - 7.0	
#40	12.1		
#80	5.5		
#140	3.7		
#200	3.0		

<u>Soil Description</u>		
Type D Gravel - poorly graded gravel with sand		
<u>Atterberg Limits</u>		
PL=	LL=	PI=
<u>Coefficients</u>		
D ₈₅ = 54.3805	D ₆₀ = 30.8267	D ₅₀ = 17.2077
D ₃₀ = 3.0402	D ₁₅ = 0.5403	D ₁₀ = 0.3448
C _u = 89.41	C _c = 0.87	
<u>Classification</u>		
USCS= GP	AASHTO= A-1-a	
<u>Remarks</u>		
Moisture Content: 5.8%. 100% passing the 6" and 90.4% passing the 3" sieve. Formerly Sent as Project #1088-005		

* MDOT 703.06 Type D

Sample No.: 12806

Source of Sample: Dayton Sand and Gravel

Date: 7/30/2013

Location: Stockpile

Elev./Depth:

**R.W. Gillespie
& Associates, Inc.
Saco, Maine**

Client: DMA Building Corporation
Project: 200 Portland Road Beachmont Properties

Project No: 1429-001

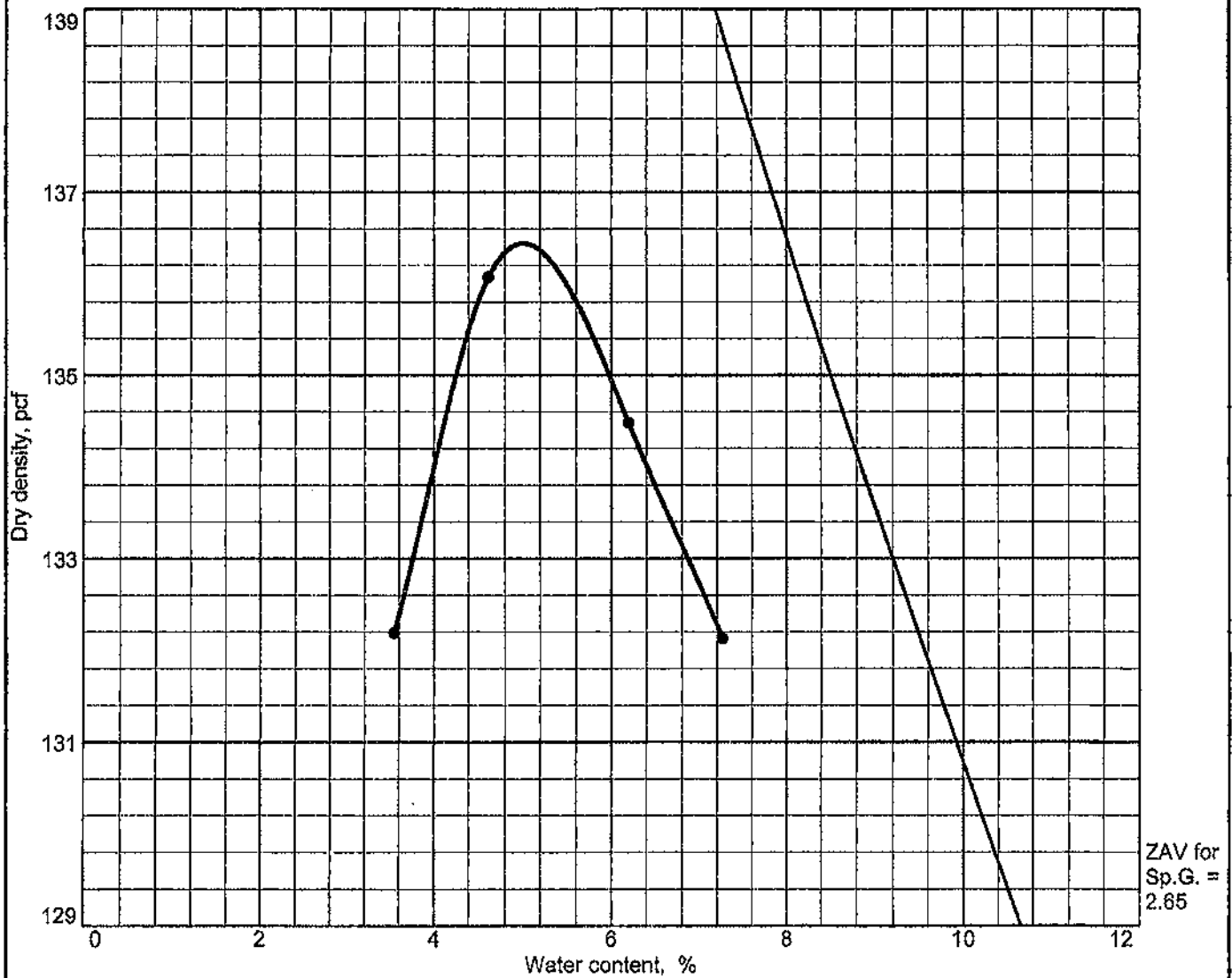
Lab No. 12806

Tested By: TJL

Checked By: MTG

MTG

Moisture-Density Test Report



Test specification:
Oversize correction applied to each point

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > 3/4 In.	% < No.200
	USCS	AASHTO						
	GP	A-1-a	5.8%				40.9	3.9

ROCK CORRECTED TEST RESULTS

Maximum dry density = 136.4 pcf

Optimum moisture = 5.0 %

MATERIAL DESCRIPTION

Type D Gravel - poorly graded gravel with sand

Project No. 1429-001 Client: DMA Building Corporation

Project: 200 Portland Road Beachmont Properties

• Location: Stockpile

R.W. Gillespie & Associates, Inc.

Saco, Maine

Remarks:

Tested by: AWS
Formerly Sent under Project Number 1088-005

Lab No. 12806



R. W. Gillespie & Associates, Inc.
86 Industrial Park Road, Suite 4, Saco, ME 04072 207-286-8008
200 Int'l Drive, Suite 170, Portsmouth, NH 03801 603-427-0244

LETTER OF TRANSMITTAL

DMA Building Corporation

840 Portland Road

Saco, Maine 04072

Date:	JUL 30 2013	Project No.:	1429-001
Attention:	info@dmabuildingcorp.com		
Re:	In-Place Density Testing 200 Portland Road Beachmont Properties Old Orchard Beach, Maine		

We are sending you attached In-Place Density Test Results.

Date(s) Performed:

Monday, July 29, 2013

Test (s) Performed

In-Place Density Testing - Nuclear Method ASTM D6938

☒ Meets Specification

☐ Selected Tests Do Not Meet Specification - Noted with an *

Note: Materials descriptions and maximum laboratory dry density values were transmitted under separate cover and are referenced in the attached summaries by the material number.

Remarks:

Copy to: Cary Seamans (c.seamans@yahoo.com)

If enclosures are not noted, kindly notify us as once.

SUMMARY OF IN-PLACE DENSITIES - ASTM D6938

Page 1 of 1



R.W. Gillespie & Associates, Inc.
Geotechnical Engineering, Environmental Consulting, Water/Wastewater Services

200 PORTLAND ROAD BEACHMONT PROPERTIES
OLD ORCHARD BEACH, MAINE
DMA BUILDING CORPORATION
RWG&A PROJECT NO. 1429-001

Report Issue Date: Tuesday, July 30, 2013

Checked By: Matthew T. Grady, 07/30/2013

Test No.	Test Location	Elevation	ASTM D6938 Dry Density (pcf)	ASTM D6938 Water Content (%)	Sample Lab No.	Max Dry Density (pcf)	Opt Moisture (%)	Percent of Max (%)	Date	Technician	Gauge #
01	Sta 20+00, Lt 5', EL=FSB;		130.6	6.9	12806	136.5	5	96	07/29/2013	Travis Thurber	21059
02	Sta 19+00, Rt 10', EL=FSB;		131.7	8.6	12806	136.5	5	96	07/29/2013	Travis Thurber	21059
03	Sta 18+00, Lt 4', EL=FSB;		130.0	9.2	12806	136.5	5	95	07/29/2013	Travis Thurber	21059
04	Sta 17+00, Rt 5', EL=FSB;		129.0	9.4	12806	136.5	5	95	07/29/2013	Travis Thurber	21059
05	Sta 16+00, Lt 12', EL=FSB;		132.2	7.3	12806	136.5	5	97	07/29/2013	Travis Thurber	21059
06	Sta 15+00, Rt 4', EL=FSB;		131.6	8.1	12806	136.5	5	96	07/29/2013	Travis Thurber	21059
07	Sta 14+00, Lt 10', EL=FSB;		135.6	8.4	12806	136.5	5	99	07/29/2013	Travis Thurber	21059
08	Sta 13+00, Rt 7', EL=FSB;		130.6	9.6	12806	136.5	5	96	07/29/2013	Travis Thurber	21059
09	Sta 12+00, Lt 11', EL=FSB;		135.0	7.9	12806	136.5	5	99	07/29/2013	Travis Thurber	21059
10	Sta 11+00, Rt 5', EL=FSB;		129.8	9.0	12806	136.5	5	95	07/29/2013	Travis Thurber	21059
11	Sta 10+00, Lt 13', EL=FSB;		135.1	7.9	12806	136.5	5	99	07/29/2013	Travis Thurber	21059

Remarks:

01: Tests were on sample 12806 Subbase Gravel. Tests require 95% of maximum density.

FG = Finish Grade
FF = Finish Floor
FGB = Finish Grade of Base
FGSB = Finish Grade of Subbase
FGSG = Finish Grade of Subgrade

TOW=Top of Foundation Wall
BOF=Bottom of Footing
TOC = Top Curb

Filter Criteria: Project ID = 1429-001; Start Date = 7/29/2013; End Date = 7/29/2013 11:59:59 PM;

R. W. Gillespie Associates, Inc.
Corporate Office 86 Industrial Park Road, Ste 4, Saco, ME 04072
Branch Office 200 International Drive, Ste 170, Portsmouth, NH 03801



R. W. Gillespie & Associates, Inc.

86 Industrial Park Road, Suite 4, Saco, ME 04072 207-286-8008
200 Int'l Drive, Suite 170, Portsmouth, NH 03801 603-427-0244

LETTER OF TRANSMITTAL

DMA Building Corporation

840 Portland Road

Saco, Maine 04072

Date:	JUL 26 2013	Project No.:	1429-001
Attention: info@dmabuildingcorp.com			
Re: In-Place Density Testing 200 Portland Road Beachmont Properties Old Orchard Beach, Maine			

Date(s) Performed:

Monday, July 15, 2013

Test (s) Performed

In-Place Density Testing - Nuclear Method ASTM D6938

☒ Meets Specification

☐ Selected Tests Do Not Meet Specification - Noted with an *

Note: Materials descriptions and maximum laboratory dry density values were transmitted under separate cover and are referenced in the attached summaries by the material number.

Remarks:

Copy to: Cary Seamans (c.seamans@yahoo.com)

If enclosures are not noted, kindly notify us as once.

SUMMARY OF IN-PLACE DENSITIES - ASTM D6938
200 PORTLAND ROAD BEACHMONT PROPERTIES
OLD ORCHARD BEACH, MAINE
DMA BUILDING CORPORATION
RWG&A PROJECT NO. 1429-001

Page 1 of 1



Report Issue Date: Friday, July 26, 2013

Checked By: Matthew T. Grady, 07/25/2013

Test No.	Test Location	Elevation	ASTM D6938 Dry Density (pcf)	ASTM D6938 Water Content (%)	Sample Lab No.	Max Dry Density (pcf)	Opt Moisture (%)	Percent of Max (%)	Date	Technician	Gauge #
1	Sta 22+00, Lt 7, El=FSB;		132.5	6.7	12806	136.5	5	97	07/15/2013	Aidan Sullivan	L-244
2	Sta 22+50, Rt 6, El=FSB;		131.9	7.6	12806	136.5	5	97	07/15/2013	Aidan Sullivan	L-244
3	Sta 21+00, Rt 8, El=FSB;		130.8	6.2	12806	136.5	5	96	07/15/2013	Aidan Sullivan	L-244
4	Sta 20+00, Lt 5, El=FSB;		130.0	6.7	12806	136.5	5	95	07/15/2013	Aidan Sullivan	L-244

Remarks:

1: Tests were on sample 12806 Subbase Gravel. Tests require 95% of maximum density.

FG = Finish Grade
FF = Finish Floor
FGB = Finish Grade of Base
FGSB = Finish Grade of Subbase
FGSG = Finish Grade of Subgrade

TOW=Top of Foundation Wall
BOF=Bottom of Footing
TOC = Top Curb

R. W. Gillespie Associates, Inc.
Corporate Office 86 Industrial Park Road, Ste 4, Saco, ME 04072
Branch Office 200 International Drive, Ste 170, Portsmouth, NH 03801

Filter Criteria: Project ID = 1429-001; Start Date = 7/15/2013; End Date = 7/15/2013 11:59:59 PM;

Annual Post-Construction BMP Certification

(to be completed by a Qualified Post-Construction Stormwater Inspector and sent to Municipal Enforcement Authority)

I, Austin Fagan, P.E. (print or type name), certify the following:

1. I am making this Annual Post-Construction BMP Certification for the following property: Beachmont Subdivision (print or type name of subdivision, condominium or other development) located at Neptune Road and Dolphin Ave (print or type address), (the "Property");

2. The owner, operator, tenant, lessee or homeowners' association of the Property is: Beachmont Subdivision Homeowners Association (name(s) of owner, operator, tenant, lessee, homeowners' association or other party having control over the Property);

3. I am a Qualified Post-Construction Stormwater Inspector (as defined by Old Orchard Beach, Maine Code of Ordinances, Part II – Code of Ordinances, Chapter 71 – Post-Construction Stormwater Management) hired by the owner, operator, tenant, lessee or homeowner's association of the Property (circle one):

4. I have reviewed the approved Post-Construction Stormwater Management Plan for the Property;

5. On October 29, 2025, I inspected the Post-Construction BMPs on the Property, including but not limited to parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures required by the approved Post-Construction Stormwater Management Plan for the Property. The following BMPs were inspected (list Post-Construction BMPs that were inspected):
Infiltration basins, Catch Basins, Field Inlets, Stormdrain Culverts, Swales, Roadways

6. At the time of my inspection of the Post-Construction BMPs on the Property, the following need(s) for routine maintenance or deficiencies in the Post-Construction BMPs were identified (if none, please state):

The representatives of the HOA are currently working to maintain the onsite BMP's and plan to improve all areas that were noted during the time of inspection. See attached report for additional info.

7. On _____, 20__, the owner, operator, tenant, lessee, or homeowners' association of the Property (circle one) took or had taken the following routine maintenance or corrective action(s) to address the deficiencies in the Post-Construction BMPs stated in 6. above:

8. On _____, 20__, I reinspected the Post-Construction BMPs and determined that they are performing as intended.

9. As of the date of this certification, the Post-Construction BMPs are (check one)
☒ functioning as intended by the approved Post-Construction Stormwater Management Plan for the Property or ☐ are not functioning as intended by the approved Post-Construction Stormwater Management Plan and require routine maintenance or corrective action(s) to address deficiencies in the Post-Construction BMPs.

I, as the Qualified Post-Construction Stormwater Inspector, understand that I am to furnish a copy of all of my inspection report(s) to the Municipal Enforcement Authority.

Date: November 3 _____, 2025.

By:

Austin g. Fagan
Signature

Austin Fagan, P.E

Print Name

Professional Engineer # 16523

Title/Qualification

Mail or hand deliver this certification to the Municipal Enforcement Authority at the following address:

Code Enforcement Officer
Town of Old Orchard Beach
1 Portland Avenue
Old Orchard Beach, ME 04064

BERRY HUFF MCDONALD MILLIGAN, INC.
380B MAIN STREET
GORHAM, MAINE 04038
207-839-2771

Town of Old Orchard Beach
Annual Stormwater Certification Inspection

PROJECT: Beachmont Subdivision
OWNER: Beachmont Subdivision Homeowners Association
INSPECTION DATE: 10/29/2024
TO: Town of OOB, Brian Hannon
ON-SITE ATTENDEES: Austin Fagan PE, Brian Hannon, Sam Cushing

The following was noted:

- The intent of this inspection was to perform an annual Post Construction BMP Certification of the stormwater infrastructure for Beachmont Subdivision.
- Representatives of the Beachmont Subdivision, Brian Hannon and Sam Cushing, met me onsite to discuss the existing conditions of the stormwater BMP's and showed the inspection and maintenance documents that they have compiled since taking over the role of maintaining the development.
- Infiltration Basin #1 is in fair condition and appears to be functioning as intended. Members of the HOA have installed a rain gage and water level indicator and have found that the basin drains approximately 0.5" per day after a storm event. They plan to explore the subsurface conditions of the basin to determine limiting factors for drainage.
- The basin and its embankments should be mowed at least once, but not more than twice annually to prevent growth of trees and other woody vegetation. The HOA should continue to pull woody vegetation growing in the basin or on its embankments, and the root holes should be loamed and seeded to allow revegetation.
- Minor erosion was noted in the swale leading to Infiltration Basin #1. Additional riprap (appears to be 6") should be placed in the bottom of the swale to ensure stabilization along the inlet flow path.
- An accumulation of silt was noted in the 30" inlet to Infiltration Basin #2. The catch basin sumps upstream of this inlet did not show signs of siltation. The rim of the drain manhole between catch basin 1 and the inlet should be removed to see if there is a buildup of sediment. Additionally, sediment should be removed from the 30" pipes outlet. If additional buildup appears, further investigation will be required to find the source of the silt.
- During the growing season, any bare areas should be scarified and reseeded to ensure at least 90% vegetative ground cover.
- All catch basin sumps appear to be somewhat clean at this time. The sumps should be vacuumed once sediment accumulation is noticeable.

- The HOA should consider a street sweeping schedule, potentially before and after winter, to ensure sediment and leaves stay out of the catch basin structures and reduce the need for sump cleaning.
- The woody vegetation growing at the pipe outlet on lot 33 should be removed.
- The woody vegetation at the field inlet adjacent to lot 29 should be pulled to prevent conflict with the basin.
- Infiltration Basin #2 is in good condition and appears to be functioning as intended. During the growing season, any bare areas should be scarified and reseeded to ensure at least 90% vegetative ground cover.

The following pictures were taken during the site inspection:



Infiltration Basin #1 looking east.



Infiltration Basin #1 looking northeast.



Northern berm of Infiltration Basin #1.



Western spillway.



Eastern spillway of Infiltration Basin #1.



Infiltration Basin #1 looking west.



Infiltration Basin #1 looking west.



Infiltration Basin #1 sediment forebay.



Armored swale inlet to Inf. Basin#1 looking upstream.



Armored swale inlet to Inf. Basin #1 looking downstream.



Erosion in armored swale to Infiltration Basin #1.



30" outlet to Infiltration Basin #1.



30" outlet to Infiltration Basin #1.



Typical CB sump (CB#3).



Cross culvert at Date Street intersection.



DMH 1 (actually CB) leading to outlet on lot 33.



Outlet at lot 33.



Forebay inlet on lot 32.



Field inlet at lot 30.



Field inlet at lot 29.



Field inlet at lot 27.



Infiltration Basin #2 looking northeast.



Infiltration Basin #2 sediment forebay.



Inlet to Infiltration Basin #2.



Western embankment of Infiltration Basin #2.



Embankment of Infiltration Basin #2 parallel to Portland Ave.

Respectfully submitted,

Austin G. Fagan

Austin G. Fagan, PE
Berry Huff McDonald Milligan, Inc.

Post Construction Inspection Report - 10-29-2025

Michael Foster

From: Christine Rinehart <christine.rinehart@wright-pierce.com>
Sent: Wednesday, April 8, 2026 2:17 PM
To: Michael Foster
Subject: Re: Annual BMP cert question

Follow Up Flag: Follow up
Flag Status: Flagged

Mike,

From the tracking sheet, it looks like the site is Beachmont, and they have been required to submit certifications previously. Looks like for the 11/2025 certification, the BMPs were functioning.

Chapter 71 does require, the owner or operator to hire a qualified post-construction stormwater inspector to, at least annually, inspect, the post-construction BMPs. It also requires the qualified post-construction stormwater inspector to provide, on or by June 30 of each year, a completed and signed certification.

By the HOA submitting the certification in November, they aren't in compliance with Chapter 71. As such, I think the Town has flexibility on whether to consider the 11/2025 submittal as a late submittal for 2025/PY3 or consider it the certification for 2026/PY4.

Although the BMPs were functioning during the 11/3/2025 inspection, if maintenance was required, you could request they complete the maintenance and have it reinspected prior to June 30. Or you could indicate an annual inspection and certification is required, and the 11/2025 inspection is considered the 2025 inspection and another is needed for 2026.

Whatever you decide, we should make note of it and apply it moving forward, if this comes up again. Let me know if you want to discuss more.

Thanks,
Christine

From: Michael Foster <mfooster@oobmaine.com>
Sent: Wednesday, April 8, 2026 9:22 AM
To: Christine Rinehart <christine.rinehart@wright-pierce.com>
Subject: Annual BMP cert question

Hi Christine,

We received an annual BMP certification from the developer for a project last year after the June 30 deadline. Cert was dated 11/3/2025. The HOA now is responsible but they were thinking this 11/3/2025 certification covers this year since deadline is June 30. I remember this question coming up with new infrastructure certifications, but I don't recall this question with certs coming in after the deadline. I believe they would still need to submit a cert for this year, is that correct?

Thank You,



September 15, 2015

BCE File.: 11166

Ms. Christine Woodruff
Maine Department of Environmental Protection
Bureau of Land and Water Quality
312 Canco Road
Portland, ME 04103

**Re: Construction Observation of Infiltration Basin
At end of Dolphin Avenue
Beachmont Subdivision, Old Orchard, Maine**

Dear Ms. Woodruff,

As required and requested by the Maine Department of Environmental Protection (MEDEP), we have observed the construction and installation of the above-referenced infiltration basin for the above referenced project. This letter summarizes our findings.

Blais Civil Engineers visited the site on May 12th, 2015 and August 14th, 2015 to observe the installation of the infiltration basin. Stormwater on site is generally directed into the catch basin collection system and then into two separate infiltration basins: one near the Portland Avenue site entrance, which was constructed in 2013 and one and one downhill of the Date Street connection.

We offer the following comments after our observations:

- Vegetation is not fully established on some parts of the inner bank. Straw mulch is currently in place. Lack of vegetation is likely due to the southern exposure and difficulty of watering this area. These area should be full vegetated by October 1st.
- All pipes need to be cleaned after construction is finished.
- The western most level spreader was constructed more toward the east, closer to the natural drainage channel and stabilized with rip rap.

Based on observations during construction, it appears the infiltration basin described above was installed and is functioning as intended in the "Beachmont Subdivision Plans", prepared by Blais Civil Engineers and dated 9/28/12.

Please contact us if you have any further questions or need additional information.

Sincerely,

BLAIS CIVIL ENGINEERS

Steve G. Blais, PE
President

Distribution List:
Beachmont Development, LLC
Christine Woodruff – DEP
Stephanie Hubbard – Wright Pierce

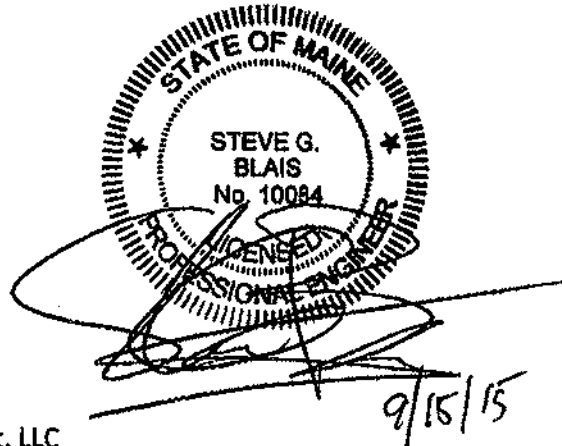




Photo 1 – Infiltration Basin, looking North
Beachmont Subdivision - Old Orchard Beach, ME
Taken by Steve Blais, 5/12/13



Photo 2 – Infiltration Basin, looking South
Beachmont Subdivision - Old Orchard Beach, ME
Taken by Steve Blais, 5/12/13



Photo 3 – Level Lip Spreader
Beachmont Subdivision - Old Orchard Beach, ME
Taken by Steve Blais, 5/12/13



Photo 4 – Infiltration Basin, looking North
Beachmont Subdivision - Old Orchard Beach, ME
Taken by Steve Blais, 5/12/13



Photo 5 – Infiltration Basin, looking North
Beachmont Subdivision - Old Orchard Beach, ME
Taken by David Alves, 7/8/15



Photo 6 – Infiltration Basin, looking Northeast
Beachmont Subdivision - Old Orchard Beach, ME
Taken by David Alves, 7/8/15



Photo 7 – HDPE Outlet to Infiltration Basin
Beachmont Subdivision - Old Orchard Beach, ME
Taken by David Alves, 7/8/15



Photo 8 – Infiltration Basin, looking North
Beachmont Subdivision - Old Orchard Beach, ME
Taken by Steve Blais, 8/14/15



Photo 9 – Infiltration Basin, looking East
Beachmont Subdivision - Old Orchard Beach, ME
Taken by Steve Blais, 8/14/15



Photo 10 – Rip Rap Level Lip Spreader
Beachmont Subdivision - Old Orchard Beach, ME
Taken by Steve Blais, 8/14/15



Photo 11 – Stone Level Spreader to Basin
Beachmont Subdivision - Old Orchard Beach, ME
Taken by Steve Blais, 8/14/15

Maintenance Agreement for Post-Construction BMPs

This Maintenance Agreement is made this 19 day of March 2016 by and between Beachmont ("Applicant") and the Town of Old Orchard Beach, Maine ("Town").

The project name is Beachmont Development LLC.

The location is: 200 Portland Ave, Old Orchard Beach, Maine.

The project's Tax Map and Lot Numbers are Tax Map Lot 103 / 30.

The project is shown on a plan entitled "Beachmont Subdivision" dated 8/25/12 and most recently revised on 10/10/12, approved by the Planning Board on Oct 11 2012 and recorded in the York County Registry of Deeds in Plan Book 16226 Page 538 (the "Project").
12/20/12 Recorded

WHEREAS, the approval of the Project includes Post-Construction BMP(s) which require periodic maintenance; and

WHEREAS, in consideration of the approval of the Project the Town of Old Orchard Beach requires that periodic maintenance be performed on the Post-Construction BMPs;

NOW, THEREFORE, in consideration of the mutual benefits accruing from the approval of the Project by the Town and the agreement of Applicant to maintain the Post-Construction BMPs, the parties hereby agree as follows:

1. Applicant, for itself, and its successors and assigns, agrees to the following:
 - (a) To inspect, clean, maintain, and repair the Post-Construction BMPs, which includes, to the extent they exist, parking areas, catch basins, detention basins or ponds, drainage swales, pipes and related structures, at least annually, to prevent the build up and storage of sediment and debris in the system;
 - (b) To repair any deficiencies in the Post-Construction BMPs noted during the annual inspection;
 - (c) To provide an annual certification on the inspection, maintenance, and repair activities performed annually on the Post-Construction BMPs to the Municipal Enforcement Authority;
 - (d) To allow access by Town personnel or the Town's designee for inspecting the Post-Construction BMPs for conformance with these requirements.
 - (e) To create a homeowners' association, as applicable, for the purpose of maintaining the Post-Construction BMPs.

2. Upon creation of the homeowners' association, as applicable, the homeowners' association shall become responsible for compliance with the terms of this Agreement.
3. This Agreement shall constitute a covenant running with the land, and Applicant shall reference this Agreement in all deeds to lots and/or units within the Project.

Kim M. Laughlin
Witness

By: Cary Seaman
Its: Owner

Kim M. Laughlin
Witness

TOWN OF OLD ORCHARD BEACH

By: [Signature]
Its: [Signature]

STATE OF MAINE
YORK, ss.

3/29, 2016

Personally appeared the above-named CARY SEAMAN, the OWNER of BEACHMONT DEVELOPMENT LLC and acknowledged the foregoing Agreement to be said person's free act and deed in said capacity.

Before me,

[Signature]
Notary Public / Attorney at Law

Print Name:

JEFFREY THOMPSON JR.

STATE OF MAINE
YORK, ss.

3/29, 2016

Personally appeared the above-named DANIEL FEENEY, the CODA OFFICIAL of the Town of Old Orchard Beach, and acknowledged the foregoing Agreement to be said his/her free act and deed in said capacity.

Before me,

[Signature]
Notary Public / Attorney at Law

Print Name:

JEFFREY THOMPSON JR.



BK 16689 PGS 307 - 322
INSTR # 2013044783
RECEIVED YORK SS

09/05/2013 03:24:52 PM
DEBRA ANDERSON
REGISTER OF DEEDS

**DECLARATION OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR BEACHMONT SUBDIVISION**

(With Reservation of Title to Roads pursuant to 33 M.R.S.A. § 3031(4))

WHEREAS, Beachmont Land Development, LLC, a Maine limited liability company with a business address of 840 Portland Avenue, Saco, Maine 04072 (the "Declarant"), owns certain real estate in Old Orchard Beach, County of York, State of Maine, as shown on plans identified as "Final Plan Showing Beachmont Subdivision, Old Orchard Beach, Maine," dated August 28, 2012 (Sheets S-1, S-2, and S-3), as amended, recorded on December 18, 2012, in the York County Registry of Deeds in Plan Book 358, Pages 26-28 (collectively the "Plan" or "Subdivision Plan"), and which property is more particularly described in Exhibit A attached hereto (hereinafter the "Property").

WHEREAS, it is desired that certain easements, restrictions and covenants be imposed upon said lands for the protection of said Declarant and its subsequent Owners,

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are intended for the purpose of protecting the value and desirability of the said Property. Each of these easements, restrictions, covenants and conditions shall run with the real property. The easements, restrictions, covenants and conditions shall be binding upon all parties having any right, title or interest in the Property or any part thereof. These easements, restrictions, covenants and conditions shall bind their heirs, successors and assigns forever. These easements, restrictions, covenants and conditions shall inure to the mutual benefit of each owner hereafter.

**ARTICLE I
DEFINITIONS**

1.1 "Association" shall mean the Beachmont Homeowners Association, its successors and assigns.

1.2 "Common Expenses" shall mean any expenses incurred by the Association for the care of the Common Property, if any, or for expenses common to the Association. These may include, but shall not be limited to, any landscaping, snow removal, road maintenance, garbage removal, detention pond maintenance, common utilities, general repairs, insurance, equipment and supply expenses, overhead and other expenses deemed necessary or appropriate by the Association. Without limitation, Common Expenses shall include road maintenance expenses for the private way identified as Jordan Drive on the Plan. Insurance shall include casualty and liability insurance for any Common Property.

1.3 "Common Property" shall mean the real property (including the improvements thereon), owned by the Association for the common use and enjoyment of the Owners as identified on the Plan. Without limiting the foregoing and subject to the terms of Article V, the Common Property shall include:

(a) Certain real property and parcels of land identified as: (i) the parcel identified as "Open Space 32,912 S.F." situated on northwesterly side of Neptune Road between Lot 44 and Portland Avenue as shown on the Subdivision Plan; (ii) the parcel identified as "Open Space 16,468 S.F." situated on the southeasterly side of Neptune Road between Lot 1 and Portland Avenue as shown on the Subdivision Plan; (iii) the parcel identified as "Open Space Area" situated on the southwesterly side of Dolphin Avenue between Lot 27 and Lot 26 as shown on the Subdivision Plan; and (iv) the parcel

INGRAM TITLE COMPANY
338 Main Street
Saco, ME 04072
16pgs

identified as "Open Space 8.36 +/- Acres" with northwesterly boundary along Milliken's Mill Pond as shown on the Subdivision Plan, together with all stormwater treatment ponds, drainage facilities, utilities and related improvements located within the boundaries of such Common Property, and also together with all rights and easements benefitting said Common Property as shown on the Subdivision Plan and described in this Declaration, including without limitation any such easements identified as "Drainage Easement" on Lots 2, 4, 29, 30, and 33 as depicted on the Subdivision Plan; and

(b) The private right-of-ways identified on the Subdivision Plan as: (i) "Neptune Road"; and (ii) "Dolphin Avenue" (roadways (i) and (ii) collectively the "Roads"), which shall remain a private ways unless otherwise accepted a by the Town of Old Orchard Beach as a public street in accordance with Section 5.2.

1.4 "Declarant" shall mean Beachmont Land Development, LLC, its successors and assigns.

1.5 "Lot" shall refer to any plots of land set aside for residential construction and identified as Lots 1-44 as shown upon the Plan.

1.6 "Owner" shall mean the record owner or owners of the fee simple title to any Lot that is part of the Property. It shall not include mortgages until such time as title is transferred by deed. Each Lot shall be deemed to have one owner for voting purposes, regardless of the number of actual owners.

1.7 "Property" shall mean all of that certain real property described in Exhibit A, which is attached hereto and made a part hereof, and such additional real property as may hereafter be brought under the jurisdiction of the Association by purchase, gift or devise.

1.8 "Site Plan" shall mean the site plan entitled "Overall Site Plan, Beachmont Subdivision," dated February 15, 2012 (the "Site Plan"), evidencing the Site Plan approval for Beachmont Subdivision, as the same may be modified or amended, which Site Plan is on file with the Town of Old Orchard Beach.

ARTICLE II COVENANTS AND RESTRICTIONS FOR USE OF PROPERTY

2.1 **Residential Use.** All Lots or parcels of land conveyed shall be used primarily for single family residential purposes and the usual and natural uses in connection therewith, unless otherwise designated by Declarant, its successors and assigns.

2.2 **Structures.** No structure or building shall be erected, altered, placed or permitted to remain in any Lot other than one single-family dwelling of not less than 1000 square feet of living space (the term living space shall not include any garage, basement or any unheated area). All dwelling houses shall have a minimum main house foundation size of one thousand (1,000) square feet for one story homes, and eight hundred (800) square feet for two-story homes so long as the total living space shall be at least one thousand (1,000) square feet.

2.3 **Building and Plumbing Standards.** No building shall ever be erected on any Lot hereby conveyed in violation of municipal standards. All sanitary plumbing and sewage disposal shall conform to the minimum requirements of the local governing authorities and the State of Maine.

2.4 **Code Conformance.** 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. Notwithstanding any less restrictive provision of such ordinances, however, the exterior of every dwelling house must be completed, including painting or staining and landscaping, within one (1) year from the date construction is started on the building or structure.

2.5 No Subdivision. No Lot or parcel of land within the subdivision shall be subdivided in any manner without the approval of the Town of Old Orchard Beach and the written approval of the Declarant, its successors and assigns.

2.6 Animals. No livestock, poultry or other non-domestic animals shall be permitted on any Lot.

2.7 Temporary Structures. No house trailers, campers, motor homes, tents or other forms of temporary residence of any type or description shall be used on any Lot for habitation on a regular or extended basis; provided, however, that 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.

2.8 No Commercial Business. Owners shall not conduct or operate any commercial business on any Lot without the prior written consent of the Declarant or the Association.

2.9 Storage of Materials, Quiet Enjoyment. No junk material, junk vehicles, stumps, trash, or similar waste items, or any hazardous or dangerous materials shall be stored on any Lot. Owners shall not conduct any hazardous, noxious, dangerous, offensive, or noisy activity that unreasonably interferes with any other Owner's quiet enjoyment of his or her Lot.

2.10 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 any Lot except such machinery or equipment as is usual and customary in connection with and during the use, maintenance or construction of a residence.

2.11 Grounds Maintenance, Trash. No dead trees or other unsightly growth shall be permitted to remain on any part of a Lot and no refuse pile or unsightly object shall be allowed to be placed or permitted to remain on any part of a Lot. 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. During the construction of any alteration on a Lot the Owner shall keep the construction site reasonably 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.

2.12 Trees. Any cutting of trees shall be done in compliance with the laws of the State of Maine and any applicable municipal ordinances in existence at the time of cutting. Cutting of trees larger than 4" on stump shall not be done within twenty-five (25) feet of any rear boundary or within ten (10) feet of any sideline of any Lot. This section shall not preclude the removal of diseased or naturally damaged trees.

2.13 Stumps. During construction on a Lot, recently removed stumps from subject Lots may be buried in the location noted on the approved Site Plan, as on record in the Town of Old Orchard Beach. Any disturbance to the stump burial area shall be in accordance with all current State of Maine and Town of Old Orchard Beach erosion and sedimentation control standards.

2.14 Motor Vehicles. All authorized motor vehicles shall be stored or parked only in parking areas on a Lot. 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 Property or on any Lot, except within a fully enclosed garage. No fuel driven motor vehicle may be driven or placed on any Common Property, except on the Roads or such other part of the Common Property, if any, specifically set aside for driving and for parking.

2.15 Large Vehicles, etc. No house trailer, commercial truck, recreational vehicle, camper, non-passenger vehicle, boat, 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 unless parked or stored there on a temporary basis. The term "temporary" shall be as determined by the Association's Executive Board but shall generally be no longer than five (5) days.

2.16 General Reservation By Declarant. 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.

2.17 Model Home Use. Anything contained in this Declaration to the contrary notwithstanding, any Lot owned or leased by the Declarant, its assignee or designee, may be used by Declarant, its assignee or designee for model home purposes or for the maintenance of a real estate office as herein above provided. Declarant shall be entitled to conduct all activities normally associated with the development of the Property on the Property.

2.18 Setbacks. No fences or hedges shall be erected or placed nearer than five (5) feet from any street or Lot line, and all structures must be set back at least ten feet from any street or Unit Site Line.

2.19 Traffic View. No improvement, planting, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any street, including, without limitation, any planting that will exceed three (3) feet in height within a depth of fifteen (15) feet from any street abutting a Lot (with the exception of shade trees which shall be pruned to the height of eight (8) feet).

2.20 Front Lawn. The area within the front of a dwelling on a Lot shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery.

2.21 Fences. No fence, other than an ornamental fence, shall be erected upon a Lot, and no fence shall be permitted without the prior approval of the Board of Directors, which consent shall not unreasonably be withheld or denied. Fences shall not exceed three (3) feet in height, and shall not impede surface drainage. The height restriction shall not apply to enclosures of rear patios, and shall not apply to retaining walls required by topography. The Executive Board 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 allowed or approved.

2.22 Architectural Review and Design Standards, Approval. So long as the Declarant is the record title owner of one or more Lots, prior to the construction of any dwelling or any auxiliary structure on any Lot the Owner of the Lot must have the prior written approval of the Declarant for such construction, with respect to location of the dwelling, the type and style of architecture, exterior color, and

the type and quality of building materials used. At such time as the Declarant shall no longer be a record owner of any Lot, or upon the date which is seven (7) years after the Declarant has sold and transferred fifty percent (50%) of the Lots to Owners other than the Declarant, whichever shall occur earlier, the review and approval of construction under this Section shall be performed by the Association. With respect to any such proposed construction, the Owner shall submit to Declarant or the Association, as the case may be, prior to commencing construction, a site plan or other written proposal showing all buildings, walks, exterior lighting plan, paved driveways, and patios, floor plans, and elevations showing all facades of each approved structure. The Declarant or the Association as applicable shall approve such plans if it finds, in its sole discretion, that the construction will be consistent with the overall quality and residential scheme of the development; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. Upon substantial completion of a dwelling pursuant to the plans proposed hereunder, and upon issuance of a Certificate of Occupancy therefore, all dwellings shall be deemed to have complied with this Section, and third parties may rely upon the existence of such Certificate of Occupancy as evidence of compliance with this Section, unless prior to the date of such Certificate of Occupancy the Declarant or Association as applicable shall have recorded in the York County Registry of Deeds a notice stating such dwelling does not comply with this Section. This Section shall not apply to any construction on any Lot or the Property by the Declarant.

2.23 **Leasing.** No dwelling on a Lot 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 leased for any period less than one (1) month. Any such rental shall be accomplished by a written form of lease (a) requiring the lessee to comply with the rules and regulations of the Association; (b) providing that failure to comply therewith constitutes a default under the lease; and (c) providing that the Association has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor there under in the event of a default in the observance of the terms of the lease. Each Owner shall, promptly following the execution of any lease, forward a conformed copy thereof to the Executive Board. The Executive Board may adopt additional rules and regulations applicable to leasing, including a requirement to use an approved lease form or lease addendum with terms satisfactory to the Executive 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.

ARTICLE III OWNERS' RIGHT TO USE COMMON PROPERTY

3.1 Every Owner shall have a non-exclusive perpetual easement and right for the use and quiet enjoyment of the Common Property of the Association, and for access thereto, as hereinafter described. Said right of use shall be appurtenant to the Owner's Lot and shall pass with title to every Lot, subject only to the following provisions:

- (a) the right of the Association to impose annual maintenance and insurance charges to the Owners;
- (b) the right of the Association to dedicate, sell or transfer all or any part of the Common Property to the Town of Old Orchard Beach for public use by residents of the Town. The Owners as herein provided shall approve such a transfer, sale or dedication; and
- (c) any rights, easements, encumbrances, covenants, restrictions, or Declarant rights, easements, or reservations as described in this Declaration or otherwise shown on the Plan.

3.2 The Association may suspend the right of any Owner to use the Common Property in the event that any Owner fails to make any payments for Assessments as described herein; excepting, however, that in no event shall any such suspension endanger the health or safety of an Owner or deny access of an Owner to his or her dwelling. Rights of use shall be reinstated upon payment in full of any past due amount.

ARTICLE IV HOMEOWNERS' ASSOCIATION

4.1 **Association.** Prior to the date of execution and recording of this Declaration, there has been formed the Beachmont Homeowners Association, a non-profit non-stock corporation organized under the laws of the State of Maine (the "Association"). Each owner of a Lot, shall automatically become and be a member of the Association as long as said Owner continues as owner of a Lot. Upon termination of interest of an Owner in a Lot, the Owner's membership and any interest in the Association shall automatically terminate and transfer and inure to the next successive owner of the Lot. Each owner of a Lot shall be bound by the By-Laws of the Association, as same may be amended from time to time, and each Owner of a Lot shall comply strictly with said By-Laws of the Association. No holder of a mortgage of a Lot shall be considered as a Lot owner until such holder shall acquire title to a Lot by foreclosure, by deed in lieu of foreclosure, or by maintaining possession of the Lot.

4.2 **Voting.** Each Owner shall be entitled to cast one (1) vote upon any matter taken up by the Association, as more particularly set forth in the Bylaws of the Association. This shall apply regardless of any difference in Lot size or value. Any Owner who owns more than one (1) Lot may cast one (1) vote for each such Lot. With respect to any Lot owned by a corporation or business entity, the officer or appointed agent shall cast the vote for such Lot.

4.3 **Notice.** Written notice of any meeting called for the purposes of taking any action authorized under this Declaration shall be sent to all members not less than ten (10) days nor more than sixty (60) days prior to the scheduled date. A quorum shall be necessary for the transaction of business and shall be deemed to exist if fifty percent (50%) of the Owners are present. No proxy voting shall be permitted, except as expressly set forth in the Bylaws. In the event that a quorum does not exist, the only action that may be taken is to adjourn the meeting to another date and direct the secretary to send notice of the new meeting date to all Members.

4.4 **Majority Voting.** To take effect, and except as otherwise expressly required herein, any matter brought before the Association must be approved by a majority (i.e., more than 50%) of those Owners who are present and voting. A quorum must be present at the time any vote is taken. Loss of quorum requires immediate adjournment of the meeting.

4.5 **Rules and Regulations.** The Executive Board of the Association shall have the power to adopt reasonable rules and regulations concerning the Property, the Lots, and the use thereof, which rules and regulations shall be binding upon the Owners.

ARTICLE V COMMON PROPERTY

5.1 **Turnover of Common Property.** Initially, the Declarant shall be responsible for the performance of construction, snow plowing and maintenance of the Common Property. After completion of construction of such Common Property, the Declarant shall have the right to convey the Common Property in whole or in part as follows: (i) to the Association by Quit-Claim (Release) Deed, which shall be accepted by the Association, or (ii) to the Town of Old Orchard Beach, by deed approved by the Town and upon such terms and conditions as may be required by the Town and any applicable ordinances and regulations; and

upon such conveyance the obligations and responsibilities of Declarant with respect to the Common Property conveyed by said deed shall terminate and cease.

5.2 **Maintenance of Common Property.** The Declarant shall be responsible for the performance of the maintenance, repairs and improvements of any Common Property, until such time as such Common Property is conveyed to the Association or the Town as provided hereinabove. Liability for the costs and expenses relating to such maintenance, repairs, and improvements is set forth in Article VI. As of and after the date on which Declarant shall convey any Common Property to the Association or the Town of Old Orchard Beach, and with respect to any other Common Property that the Association may otherwise own or acquire:

(a) The Association shall perform and be responsible for maintenance of the Common Property including the maintenance, resurfacing, improvement, clearing and repair of, and snow removal, for payment of any real estate taxes assessed thereon, and for the costs of labor, equipment, materials and management relating to the Common Property and supervision thereof. Assessments by the Association upon the Lots and the Owners thereof shall be used exclusively for the aforesaid purposes and for such other purposes as shall be permitted by the ByLaws of the Association. Each Lot shall be assessed an equal portion of the Common Expenses.

(b) In the event that a public authority agrees to accept any road or any other part of or all of the Common Property as public and agrees to assume the responsibilities and costs for maintenance thereof, the Association shall convey the title and such easements as are appropriate to such public authority as may be reasonably required by such public authority.

ARTICLE VI ASSESSMENTS

6.1 **Assessments for Common Expenses, Budget.** At all times, regardless of the record ownership of the Common Property, each Lot shall be liable for its prorata share of Common Expenses relating to such Common Property, which share shall be a percentage calculated by dividing one (1) by the total number of all Lots. No later than thirty (30) days prior to each Annual Meeting of the members of the Association, the Executive Board shall estimate the Common Expenses for each calendar quarter of the following calendar year and shall present such estimate to the members at their Annual Meeting as the proposed budget for such calendar year. Unless otherwise provided in the Association's By-laws, the budget shall be proposed for approval by the members of the Association at their Annual Meeting to be held each year in the month of August, or such other month as may be determined by the Executive Board, prior to the commencement of the calendar year to which the estimated budget of Common Expenses applies, and the proposed budget shall be deemed approved and ratified by the members unless it is rejected by a vote of a majority of all the members of the Association, regardless of whether a quorum is present. The Bylaws of the Association shall allow for Common Expenses which benefit fewer than all of the Lots to be assessed exclusively against the benefitted Lots. Notwithstanding any terms herein to the contrary, with respect to any Lot owned by the Declarant, the Declarant shall not be liable for any Common Expenses until the earlier of: (i) the date on which a Certificate of Occupancy is issued for a dwelling on any such Lot, or (ii) the date occurring two (2) years after the recording of this Declaration.

6.2 **Billing of Assessments.** Unless otherwise approved by the Association, all assessments shall be billed quarterly no later than the first day of each calendar quarter and each calendar year by the Treasurer of the Association. All sums so assessed and billed shall become due no later than thirty (30) days

after the date of mailing or delivery of each such bill, and if not so paid when due shall bear interest at a rate of 12% per annum. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Lots owned by the Declarant, the Declarant in its discretion may elect either: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the value of services actually received by Declarant as part of the Common Expenses for such year; or (b) offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses of the Association, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense of the Condominium.

6.3 **Special Assessments.** The members of the Association may from time to time at special meetings levy additional assessments, as allowed, by the same majority of votes as required for the annual assessments.

6.4 **Lien.** Assessments authorized and billed by the Association shall be a charge on the Lot and shall be a continuing lien upon the Lot upon which such assessment is made. If the assessment to a Lot Owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with costs of collection, interest, and reasonable attorneys' fees, become a continuing lien on the Lot owned by the delinquent Lot Owner which lien shall bind the Lot with the buildings and improvements thereon as well as the delinquent Lot Owner, his heirs, devisees, successors, personal representatives, and assigns. Said lien may be enforced in the same manner as a lien for assessments against condominium units provided in the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes, as amended. Said lien for unpaid assessments shall be prior to all liens and encumbrances on the Lot other than the first mortgage recorded prior to the date on which the assessment which is sought to be enforced becomes delinquent and liens for real estate taxes and other governmental/municipal assessments or charges against the Lot; provided, however, that any such lien shall not be subject to the provisions of 14 M.R.S.A. Section 4561 or 18-A M.R.S.A. Section 2-201 et seq. as they or their equivalents may be amended or modified from time to time. All such charges, in addition to being a lien, shall also constitute the personal liability of the owner of the Lot so assessed at the time of assessment.

ARTICLE VII ADDITIONAL EASEMENTS, COVENANTS, RESTRICTIONS

7.1 **Plans.** The Lots or parcels of land are subject to all terms, easements, rights, restrictions, drainage and other easements as depicted on the Plan. Additionally, the Property is further subject to the terms and conditions of the Site Plan approval, regardless of whether such terms and conditions are expressly referenced herein or recorded in the registry of deeds.

7.2 **Road Easements.** The Owners of the Lots shall have a non-exclusive perpetual easement for ingress and egress over the Roads as shown on the plan.

7.3 **Inspection and Maintenance Plan for Drainage Facilities.** With respect to the drainage facilities identified on the Plan, the performance of the Inspection and Maintenance Plan for Drainage Facilities, attached hereto as Exhibit B, shall be the responsibility of the Association in perpetuity, unless such responsibility is otherwise assumed by the Town of Old Orchard beach in connection with the conveyance of Common Property to the Town as set forth in Article 5.

7.4 **Trail Easement.** The parcel of Common Property situated between Lot 26 and Lot 27 as shown on the Plan (herein the "Trail Parcel") and the trail located thereon as depicted in the Site Plan (the "Trail"), to the extent such Trail is located on the Common Property of the Association, is hereby made subject to a non-exclusive perpetual easement in favor of the Town, for ingress and egress,

including pedestrian and non-vehicular access, for public use of the Trail as a natural and undisturbed nature trail, which shall otherwise not be disturbed and shall be left in its natural state except as otherwise provided in the Site Plan approval. Except as otherwise provided herein, the Association shall have no affirmative obligation to maintain the Trail, and the destruction or removal of standing timber, plants, shrubs, or other vegetation on the Trail shall not be permitted. However, the Association reserves the right, but not the obligation, for itself and for the Town to undertake the following maintenance with respect to the Trail: (i) to clear and restore forest cover and other vegetation that is damaged or destroyed by the forces of nature, such as fire or disease, or when necessary to prevent the spread of disease; (ii) to clear and restore forest cover and other vegetation, in the event of an emergency, when necessary to prevent the spread of fire; and (iii) to gather, use, or remove fallen dead wood.

7.5 Environmental Permits, Septic Requirements. The Property is subject to the terms and conditions of a certain environmental permit No. L-25698-L3-A-N dated November 19, 2012, and granted by the State of Maine Department of Environmental Protection (the "DEP") pursuant to the Maine Site Location of Development Law and Stormwater Management Law, all as more particularly described in said permit (the "DEP Permit"), which DEP Permit is recorded in the York County Registry of deeds in Book 16476, Page 735. Without limiting the foregoing, and as more particularly provided in the DEP Permit, all of the Property and the individual Lots are subject to certain requirements, terms, and restrictions relating to septic facilities serving the Lots, which include: (a) septic exclusion zones identified in the Septic Suitability Plan under the DEP Permit; (b) restrictions on the number of bedrooms allowed for homes on each Lot, which generally restrict (i) Lots 40-43 to a maximum of two (2) bedrooms and respective use of 2 bedroom septic with a design flow of 180 gpd, and (ii) all other Lots to maximum of three (3) bedrooms and respective use of 3 bedroom septic with a design flow of 270 gpd; and (c) a restriction against any amendment or alteration of the foregoing septic requirements, terms, and restrictions without approval from the DEP.

7.6 No Cut Buffer. The areas identified as "No Cut Buffer" on Lot 4 and Lots 7-13 as shown on the Subdivision Plan (the "Buffer Area") shall remain in an undeveloped, undisturbed natural state in perpetuity. Without limiting the foregoing, the use of the Buffer Area is hereinafter restricted in accordance with the following term and conditions, and any activity on or use of the Buffer Area inconsistent with the purpose of the Buffer Area is prohibited:

(a) Fill and Waste Materials. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Buffer Area, nor shall the topography of the area be altered or manipulated in any way;

(b) Biocides. No trees or vegetation may be sprayed with biocides;

(c) Disturbance of Vegetation. No trees, undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed;

(d) Structures and Improvements. No building, sign, fence, utility pole, or other temporary or permanent structure may be constructed, placed or permitted to remain on the Buffer Area;

(e) Motorized Vehicles. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Buffer Area;

(f) Enforcement. The Association may enforce any of the terms and conditions of the Buffer Area restrictions set forth herein by means of any available equitable or legal remedies.

(g) Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of any Lot on which the Buffer Area is located.

ARTICLE VIII CONSTRUCTION

These easements, restrictions, covenants are imposed as part of a general scheme for the protection and benefit of Declarant and each subsequent owner of Lots or parcels of said Declarant's land in addition to any and all provisions of any municipal, county or state ordinance, regulation or law. All present or future Owners of Lots are subject to the terms and provisions contained or referred to in this Declaration. The acceptance of a Deed or conveyance of a Lot other than as security, or the entering into of occupancy of any Lot shall signify that the provisions contained or referred to in this Declaration and the decisions of the Association are accepted and ratified by such owner or occupant. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot (except as mortgage security) as though such provision were recited and stipulated at length in each and every Deed or conveyance of a Lot.

ARTICLE IX AMENDMENTS

Until such time as the Declarant has transferred seventy-five percent (75%) of the Lots to Owners of the Association, the Declarant may amend this Declaration from time to time by instrument recorded in the York County Registry of Deeds. Thereafter, this Declaration may be amended at any time and from time to time by written instrument duly executed by the Owners of record of seventy-five (75%) percent or more of the Lots and by all of the mortgagees of record of the Lots owned by such Owners. Any such amendment shall be recorded in the York County Registry of Deeds.

ARTICLE X ENFORCEMENT, WAIVER

The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, liens and charges now or hereafter imposed under the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so hereafter. 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 of the terms of this Declaration, 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; and (b) The right of the Association to file in the appropriate Registry of Deeds a lien notice stating any violation of the covenants in this Declaration or non-payment of assessments due hereunder which are determined to exist by the Executive Board of the Association. The Association shall, in such cases, notify the alleged violators of the filing of such notices within 30 days after such filing.

ARTICLE XI RIGHTS AND RESERVATIONS OF DECLARANT

11.1 Until the construction, marketing and sale of all Lots is completed, and subject to all applicable zoning and land use requirements of the Town of Old Orchard Beach, the Declarant reserves the right to:

- (a) Change the size, number and location of Lots, drainage easements, road right-of-way, and other improvements; and the size, layout, and location of any Lot for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default. The change or changes shall be effective upon the recording of an amendment to this Declaration and/or the filing of modified subdivision Plan by the Declarant indicating the changes made.
- (b) Locate on the premises, even though not depicted on the Plan, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, fuel oil, natural gas, and sewer.
- (c) Connect with and make use of utility lines, wires, pipes, and conduits, located on the property, for construction and sales purposes, provided that the Declarant shall be responsible for the cost of service so used.
- (d) Place "For Sale" signs or other signs to aid in the marketing of the Lots and houses thereon.
- (e) Appoint and remove the officers of the Association and members of the executive board and veto any action of the Association or the executive board, in accordance with the provisions of the ByLaws. The Declarant shall relinquish all special rights expressed or implied through which it may directly or indirectly control, direct, modify or veto any action of the Association, its Board of Directors or the majority of Lot Owners, and control of the Owner's Association shall pass to the Owners of Lots within the project not later than the earlier of the following: the date on which seventy-five percent (75%) of the Lots have been conveyed to purchasers, or five (5) years from the date of conveyance of the first Lot to a purchaser, or seven (7) years from the date of recording hereof. The requirements of this paragraph shall not affect the Declarant's rights, as a Lot Owner, to exercise the votes allocated to Lot(s) owned by the Declarant.
- (f) With respect to its marketing of Lots, to use any Common Property for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Lots owned or leased by the Declarant as models, management offices, sales offices for this project or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishing thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may 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.
- (g) To go upon any and all of the Property, Common Property, or Lots for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Lots, Common Property or related improvements, or for purposes of enforcing the terms of this Declaration. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction activities of any nature whatsoever, including the movement and storage of building materials and equipment.

11.2 **Reservation of Title to Roads.** Unless and until such time as the Roads are accepted by the Town of Old Orchard Beach as public streets, the Declarant hereby expressly reserves with respect to all conveyances of all Lots the fee title ownership of Declarant in and to the Roads, in accordance with 33 M.R.S.A. § 3031(4).

ARTICLE XII
GENERAL PROVISIONS

12.1. **Headings.** The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

12.2. **Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Association which this Declaration is intended to create.

12.3. **Applicable Law.** This Declaration shall be governed and construed according to the laws of the State of Maine.

12.4. **Interpretation.** The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Association.

12.5. **Effective Date.** This Declaration shall become effective when it and the Plan have been recorded.

12.6. **Notices.** All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Common Association.

12.7. **Exhibits.** All exhibits attached to this Declaration are hereby made a part of this Declaration.

12.8. **Pronouns.** Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

12.9. **Assignment.** The Declarant may transfer and assign its rights and obligations under this Declaration to another party, and after the date of such transfer and assignment the transferee or assignee shall be deemed the Declarant for all purposes hereunder.

12.10. **Disputes.** In any dispute between one or more unit Owners and the Declarant regarding the Common Property, the Executive Board shall act for the unit Owners, and any agreement with respect thereto by the Executive Board shall be conclusive and binding upon the owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Lot owners on the other hand, arising out of or relating to, a unit, the common property, the Lots, this Declaration, the Bylaws, or the deed to any Lot or the breach of the terms thereof, or the course of dealing between any Lot owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise in writing, and which Arbitration shall take place in Portland, Maine. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties

and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

WITNESS [Signature] as Secretary of said Beachmont Land Development, LLC,
this 30 day of August, 2013

BEACHMONT LAND DEVELOPMENT, LLC

By: [Signature]
Name: Carly Seaman
Its: member

STATE OF MAINE
CUMBERLAND, SS

Then personally appeared the above-named Carly Seaman as member of Beachmont Land Development this 30 day of August, 2013, and acknowledged the foregoing to be his free act and deed in said capacity, and the free act and deed of said corporation.

Before me,

[Signature]
Notary Public/Attorney at Law

Beth Gilman
Printed Name:

V:\160-0013\604177_2.doc

SEAL
Beth Gilman
Notary Public
State Of Maine
Exp. Date 4/18/2017

EXHIBIT A

(Property Description)

[TO BE PROVIDED BY SURVEYOR]

All of the above described parcels of land being the same the real estate conveyed by a certain Warranty Deed from John C. Andrews Jr., Trustee of the Janice M. Andrews Trust to Beachmont Land Development, LLC, dated December 16, 2011, and recorded in the York County Registry of Deeds in Book 16226, Page 538.

EXHIBIT B

BEACHMONT SUBDIVISION Inspection and Maintenance Plan for Drainage Facilities

The following inspection and maintenance plan for drainage facilities will be the responsibility of the Beachmont Homeowner's Association in perpetuity:

1. **General:** The Declarant will be responsible for maintaining the drainage improvements until the road and infrastructure is complete. After the roadways are completed and one or more lots have been sold, the Association will be responsible for maintaining the catch basins, culverts, aprons, detention depressions and level lip spreader as shown on the plan or until such time as the road and associated drainage infrastructure are accepted by the Town of Falmouth. Notwithstanding any other schedule noted below, general inspections should be conducted monthly during wet weather conditions from March to November.
 2. **Paved Surfaces:** Paved surfaces shall be swept or vacuumed annually in the spring to remove all winter sand and on an as-needed basis to minimize transportation of sediment during rainfall events.
 3. **Swales, and Riprap Aprons:** Open swales shall be inspected annually or after a major rainfall to assure that debris and/or sediments do not reduce the effectiveness of the system. Debris shall be removed at that time. Any sign of erosion or blockage shall be immediately repaired to assure a vigorous growth of vegetation for the stability of the structure and proper function. Maintenance shall include, but not be limited to, mowing, trimming and removal of vegetation in the swales as required to prevent vegetation from blocking or diverting storm flows and removing vegetation and debris from the culverts. Vegetated swales should be mowed regularly during the growing season. Larger brush or trees must not be allowed to become established in the channel. Any areas where the vegetation fails will be subject to erosion and should be reseeded and mulched immediately. Riprap in aprons where stone is displaced should be replaced and chinked to assure stability. With time, additional riprap may be added. Vegetation growing through riprap should be removed on an annual basis.
- Individual homeowners will be responsible for maintaining any culverts under their respective driveways. Driveway culverts should be sized and maintained to allow stormwater to flow through or over the driveway connection without overtopping the roadway. A minimum driveway culvert diameter of 15" is recommended to facilitate maintenance.
4. **Drainage Pipes:** Culverts and piped drainage systems shall be inspected on an annual basis. Sediment should be removed when its level exceeds 20% of the pipe diameter. Hydraulic flushing or any mechanical means may accomplish this. Care shall be taken to contain the sediment at the pipe outlet.
 5. **Level Lip Spreader:** Inspect and remove debris in level spreader. Record weir elevation and adjust if necessary. Inspect for bypass or undermining. Repair as needed any channelization as it is occurring and remove sediment build-up to assure sheet flow conditions. Perform an inspection on a semi-annual basis at a minimum.
 6. **Catch Basins:** The catch basins shall be inspected annually. Sediment should be removed when it accumulates within 6 inches of the bottom of the lowest invert, but not less than once a year. The removed material must be disposed of in accordance with the Maine Solid Waste Disposal Rules. Confined space entry safety procedures shall be practiced should entry into these structures be required.

7. **Infiltration Basins:** The depression side slopes should be maintained to preserve their integrity, including, but not limited to, vegetation maintenance (mowing, control of woody vegetation), rodent control, erosion control and repair, and outlet maintenance and repair. The side slopes should be inspected annually for erosion or destabilization. Infiltration Basins shall be inspected annually, after a major rainfall, or as needed to assure that debris and/or sediments do not reduce the effectiveness of the system. Debris shall be removed at that time.

8. **Recordkeeping:** The association will keep a written maintenance log that records date, name of inspector, description of conditions, and inspection/maintenance actions taken. This log shall be made available to the Maine Department of Environmental Protection, Town Engineer and/or Codes Enforcement Officer upon request. A template of this log is as follows:

**Beachmont Subdivision
Stormwater Facilities Inspection Report**

NAME: _____
SIGNATURE: _____
TITLE: _____
COMPANY: _____
DATE: _____

OBSERVATIONS:

<u>BMP</u>	<u>Defects</u>	<u>Location(s)</u>	<u>Repair/Action Needed</u>	<u>Date/Action taken</u>
Ditches/Swales	Yes/no			
Infiltration Basins	Yes/no			
Silt Fence/Erosion Control Berm	Yes/no			
Pipes and Culverts	Yes/no			
Catch Basins	Yes/no			
Rip Rap Aprons	Yes/no			
Level Spreader	Yes/no			



BK 16750 PGS 604 - 607
INSTR # 2013060460
RECEIVED YORK SS

12/18/2013 11:06:40 AM
DEBRA ANDERSON
REGISTER OF DEEDS

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS,
RESTRICTIONS, AND COVENANTS FOR BEACHMONT SUBDIVISION**

**BEACHMONT SUBDIVISION
Old Orchard Beach, Maine**

WHEREAS, Beachmont Land Development, LLC, a Maine limited liability company with a business address of 840 Portland Avenue, Saco, Maine 04072 (the "Declarant"), owns certain real estate in Old Orchard Beach, County of York, State of Maine (hereinafter the "Property"), as shown on plans identified as "Final Plan Showing Beachmont Subdivision, Old Orchard Beach, Maine," dated August 28, 2012 (Sheets S-1, S-2, and S-3), as amended, recorded on December 18, 2012, in the York County Registry of Deeds in Plan Book 358, Pages 26-28 (collectively the "Plan" or "Subdivision Plan"), and which Property has been submitted to the terms, conditions, easements, covenants, and restrictions as set forth in a certain Declaration of Easements, Restrictions, and Covenants for Beachmont Subdivision dated August 30, 2013 and recorded in the York County Registry of Deeds in Book 16689, Page 307 (the "Declaration").

NOW THEREFORE, in accordance with the rights reserved by the Declarant pursuant to the Declaration, and in accordance with Article IX thereof, the Declarant hereby amends the Declaration as follows:

1. Amended Exhibit A. The first paragraph of the Declaration is hereby amended in part to modify, amend, and replace the Exhibit A referenced therein with the Exhibit A attached hereto, and additionally the definition of the "Property" as stated therein by reference to said Exhibit A is hereby amended to include reference to the amended Exhibit A attached hereto, and all references in the Declaration to said Property as defined therein are hereby updated and amended accordingly. The purpose of this amendment is to amend and update the legal description set forth in the original Exhibit A to include the metes and bounds description of the Property contained in the Exhibit A attached hereto, which metes and bounds were omitted from the original Exhibit A at the time the Declaration was recorded.

2. Amendment to Section 1.2. The reference to "Jordan Drive" shall be deleted and replaced with "Neptune Road and Dolphin Avenue".

3. Construction. Except as expressly modified or amended herein, the Declaration shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, Beachmont Land Development, LLC has caused this instrument to be duly executed under seal this 13 day of the month of December, 2013.

SIGNED, SEALED AND DELIVERED
In the presence of:

Beachmont Land Development, LLC

Witness

By: [Signature]
Name: DAVID ALVES
Its: manager/partner

4 pgs → Market Street Settlement
To Market St
Manchester, N.H. 03101

STATE OF MAINE

COUNTY: Cumberland, ssDecember, 13 2013

Then personally appeared the above-named David ALVES, the authorized manager of Beachmont Land Development, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in his said capacity and the free act and deed of said company.

Before me,



Notary Public/Attorney at Law

Name: Amanda LeverdiereCommission Expires: 12-21-13

Amanda Leverdiere

Notary Public

State of Maine

Commission Expires:

December 21, 2013

EXHIBIT A

A certain lot or parcel of land situated in the Town of Old Orchard Beach, County of York and State of Maine, bounded and described as follows:

Beginning at an iron rod with surveyor's cap driven into the ground on the southwesterly line of Portland Avenue (also known as Milliken's Mill Road) marking the easterly corner of land described in the deed to Iluminada C. Milliken, dated March 9, 2000 and recorded at the York County Registry of Deeds in Book 9930, Page 116 and shown on a "Plan Showing a Standard Boundary Survey of a Dividing Line Made for Gordon J. Milliken & Janice M. Andrews", dated January 17, 1992 made by Dow & Coulombe, Inc. and recorded at said Registry in Plan Book 208, Page 5;

Thence, South $42^{\circ}-35'-50''$ East, by said southwesterly line of Portland Avenue, a distance of 257.65 feet to an iron rod with surveyor's cap driven into the ground marking the northerly corner of lot 40 shown on a plan entitled "Old Orchard Park, Old Orchard Maine, Owned by J.W. Wilbur", dated November 2, 1907, made by A.L. Eliot and recorded at said Registry in Plan Book 6, Page 32;

Thence, South $34^{\circ}-21'-30''$ West, by the northwesterly line of lots 40 through 77 as shown on the last named plan, it being by land now or formerly of the Town of Old Orchard Beach, a distance of 866.93 feet to a field stone found set in the ground;

Thence, South $49^{\circ}-24'-35''$ East, by the southwesterly line of the lots and streets as shown on said last named plan and by said Town Of Old Orchard Beach land, a distance of 1009.88 feet to an iron rod with surveyor's cap driven into the ground marking the southerly corner of lot 425 as shown on said last named plan;

Thence, South $33^{\circ}-55'-35''$ West, by the northwesterly line of Kapok Street as shown on a plan entitled "Homewood Park", dated September 22, 1963, made by DesRoberts Engineering Company and recorded at said Registry in Plan Book 36, Pages 39 and 40, a distance of 466.85 feet to an iron rod with surveyor's cap driven into the ground;

Thence, North $55^{\circ}-10'-55''$ West, by the northeasterly line of the lots and streets shown on the last named plan, a distance of 2237.03 feet to an iron rod with surveyor's cap driven into the ground;

Thence, North $56^{\circ}-03'-40''$ West, by said northeasterly line of the lots and streets shown on said last named plan, a distance of 435.68 feet to an iron rod with surveyor's cap driven into the ground near the high water mark of Milliken's Mill Pond;

Thence, continuing North $56^{\circ}-03'-40''$ West, by said northeasterly line of the lots and streets shown on said last named plan, to said Pond or as far northwesterly as this grantor has rights, title or interest;

Thence, generally northeasterly, by said Pond and/or land now or formerly of the heirs of J. Nason Milliken, to the first herein named Illuminada C. Milliken land;

Thence, by said Illuminada C. Milliken land, as shown on the first plan herein named (Gordon J. Milliken and Janice M. Andrews), by the following (5) described lines:

South 32°-04'-55" East, to an iron rod with surveyor's cap driven into the ground near said high water mark of Milliken's Mill Pond (a line between the last two described iron rods with surveyor's caps bears North 43°-29'-25" East, a distance of 776.65 feet);

Thence, South 32°-04'-55" East, a distance of 535.60 feet to an iron rod with surveyor's cap driven into the ground;

Thence, South 34°-21'-40" West, a distance of 199.96 feet to an iron rod with surveyor's cap driven into the ground;

Thence, South 55°-10'-55" East, a distance of 800.00 feet to an iron rod with surveyor's cap driven into the ground;

Thence, North 34°-21'-30" East, a distance of 1140.45 feet to the point of beginning.

Containing 36.10 acres, more or less, to the edge of Milliken's Mill Pond.

The bearings used in this description refer to the Maine Coordinate Grid System, West Zone (NAD 1983).

Reference is made to "Plan Showing A Boundary Survey Made For Beachmont Land Development LLC," dated February 15, 2012, as revised March 19, 2012, by Dow & Coulombe, Inc.

Being the same the real estate conveyed by a certain Warranty Deed from John C. Andrews Jr., Trustee of the Janice M. Andrews Trust to Beachmont Land Development, LLC, dated December 16, 2011, and recorded in the York County Registry of Deeds in Book 16226, Page 538.

Property Address	Owners Names	Property Lot
1 Neptune	Bill Gagnon, Kristen Gagnon	103-1-344
2 Neptune	Roger DiDonato	103-1-301
3 Neptune	Cynthia Pouravelis	103-1-343
4 Neptune	Steve McManus, Michelle McManus	103-1-302
5 Neptune	Rick Ludwick , Eileen Ludwick	103-1-342
6 Neptune	Sam Cushing, Cathy Cushing	103-1-303
7 Neptune	Rick Stevens, Pat Stevens	103-1-341
8 Neptune	Rick Lyon, Heidi Lyon	103-1-304
9 Neptune	Chris Graves	103-1-340
10 Neptune	Beth Concelson	103-1-305
12 Neptune	George Collette, Jane Collette	103-1-306
2 Dolphin	Brady Coulombe, Marissa Coulombe	103-1-333
3 Dolphin	Betsey Davis	103-1-332
4 Dolphin	Bill Chicoine, Kathy Chicoine	103-1-334
5 Dolphin	Jim King, Marilyn King	103-1-331
6 Dolphin	Jon Little, Jessie Bergstrom	103-1-335
7 Dolphin	Nancy Bates, Linda Bates	103-1-330
8 Dolphin	Charles Rittershaus, Jillian Cote	103-1-336
9 Dolphin	Michele Sanzari, Vin Sanzari	103-1-329
10 Dolphin	Bob Sylvester, Judy Sylvester	103-1-337
11 Dolphin	Tom Ryan, Jodi Ryan	103-1-328
12 Dolphin	Travis Schafer, Julia Schafer	103-1-338
13 Dolphin	Rich Sueltenfuss, Joanne Sueltenfuss	103-1-327
14 Dolphin	Dave Jutras, Jill Jutras	103-1-339

15 Dolphin	Gerry Audibert, Lyn Audibert	103-1-326
17 Dolphin	Tom Waterman, Julie Waterman	103-1-325
19 Dolphin	Gini Medford	103-1-324
20 Dolphin	Donna Schlieper, Joe Carroll	103-1-307
21 Dolphin	Katie Hayes	103-1-323
22 Dolphin	Robert Morris, Nancy Morris	103-1-308
23 Dolphin	James Billingsley, Karen Bryant Connolly	103-1-322
24 Dolphin	Marty Wahrer, Vickie Wahrer	103-1-309
25 Dolphin	Diane Wren, Patty Wren	103-1-321
26 Dolphin	Donna Bickerstaff, Dawn Fairfield	103-1-310
27 Dolphin	Mary Lou Lemaire, Melanie Hannon	103-1-320
28 Dolphin	Wilma Ek, Tom Ek	103-1-311
29 Dolphin	Deb Paquette	103-1-319
30 Dolphin	Joyce Anderson	103-1-312
31 Dolphin	Dan Bellemare, Pat Camire	103-1-318
32 Dolphin	Laurel Tibbals, Dan Virostko	103-1-313
33 Dolphin	Bill Mucci, Nichole Mucci	103-1-317
34 Dolphin	Rene Custeau, Heidi Custeau	103-1-314
35 Dolphin	Kevin Tordoff, Sue Tordoff	103-1-316
36 Dolphin	John Hoerner	103-1-315

NEW OWNERS MOVING
IN:

PETITION FOR DEDICATION AND ACCEPTANCE

Date: _____

To: The Town Council of Old Orchard Beach, Maine

RE: Petition for Acceptance of Streets in Beachmont

We, the undersigned owners of property abutting the streets in the Beachmont subdivision, hereby petition the Town Council as follows:

1. CONVEYANCE OF STREETS

We convey our interest in the following streets to the Town of Old Orchard Beach without claim for damages and with the continuation of the waiver/modification granted previously by the Town Planning Board on 11 October 2012 related to the Old Orchard Beach Code of Ordinances, Chapter 74, Section 309(I):

- Neptune Road
- Dolphin Ave

Our conveyance is made in accordance with the attached Warranty Deed, which specifically identifies all streets, rights-of-ways, and infrastructure proposed for town acceptance.

2. WAIVER OF DAMAGES

We waive any and all damages otherwise payable to us as a result of the acceptance of these streets as public ways by the Town of Old Orchard Beach.

3. REPRESENTATION OF MAJORITY

We represent that we constitute a "majority of abutting lots" as defined in Old Orchard Beach Code of Ordinances, Chapter 50, Section 50-207, specifically that:

- Our combined frontage exceeds 50% of the total frontage of all abutting lots; AND
- Our combined current assessed value exceeds 50% of the total current value of all abutting lots

Documentation supporting this representation is attached hereto.

4. REQUEST FOR ACCEPTANCE

We respectfully request that the Town Council accept the above-referenced streets as public ways pursuant to Old Orchard Beach Code of Ordinances, Chapter 50, Division 4.

5. ACKNOWLEDGMENT

We acknowledge that:

- We have reviewed the attached Warranty Deed and understand what is being conveyed to the Town
 - We have reviewed the attached Stormwater Maintenance Agreement and understand the HOA's ongoing maintenance obligations
 - We understand that the Town will Maintain accepted streets and infrastructure within the right-of-way
 - We understand that the HOA will continue to maintain certain Improvements not accepted by the Town (such as sidewalks, street lights, mailbox areas, and stormwater systems outside of the right-of-way)
-

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: _____

Owners Name(s): _____

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____ (If joint
ownership)

Printed Name(s): _____

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on _____, 2026, by the
above-named individuals.

Notary Public Signature

Printed Name:

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 24 Dolphin Avenue
Owners Name(s): John Wahrer Victoria Wahrer
Owner Signature: John Wahrer Date: 4/11/26
Owner Signature: Victoria M. Wahrer Date: 4/11/26 (If joint ownership)
Printed Name(s): John Wahrer Victoria Wahrer

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on 4/11/, 2026, by the above-named individuals.

Kimberly F. Ouellette

Notary Public Signature

Kimberly F. Ouellette

Printed Name:

my commission expires 1/6/2030

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 22 Dolphin Ave.

Owners Name(s): Robert F Morris, Nancy D Morris

Owner Signature: Robert F Morris Date: 4-8-26

Owner Signature: Nancy D Morris Date: 4/8/2024 (if joint ownership)

Printed Name(s): Robert F Morris Nancy D Morris

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on April 8, 2026, by the above-named individuals.

Robert Morris and Nancy Morris

Notary Public Signature

Kim M. Laughlin

Printed Name:

Kim McLaughlin



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 23 Dolphin Ave

Owners Name(s): James M. Billingsley

Owner Signature: [Signature] Date: April 8, 2026

Owner Signature: _____ Date: _____ (if joint ownership)

Printed Name(s): James M. Billingsley

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on April 8, 2026, by the above-named individuals.

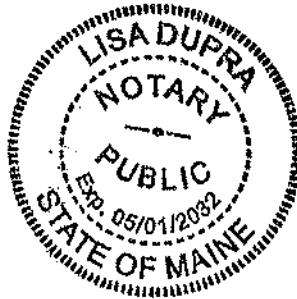
James Billingsley

Notary Public Signature

[Signature]

Printed Name:

Lisa Dupra



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 19 DOLPHIN Ave. OOB

Owners Name(s): VIRGINIA A. Rhoades

Owner Signature: Virginia A. Rhoades Date: 4/10/2020

Owner Signature: _____ Date: _____ (if joint ownership)

Printed Name(s): VIRGINIA A. Rhoades

NOTARIZATION

State of Maine

County of York, ss.

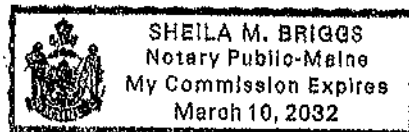
The foregoing instrument was acknowledged before me on April 10, 2020, by the above-named individuals.

Notary Public Signature

Sheila M Briggs

Printed Name:

Sheila M Briggs



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 1 Neptune Road Old Orchard Beach, ME 04064

Owners Name(s): William and Kristen Gagnon

Owner Signature: W. Gagnon Date: 4/11/2026

Owner Signature: Kristen E. Gagnon Date: 4/11/2026 (If joint ownership)

Printed Name(s): William Gagnon

Kristen Gagnon

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on April 11th, 2026, by the above-named individuals.

Notary Public Signature

Printed Name:

Jackson Cust

JACKSON ALLEN CUST
NOTARY PUBLIC
State of Maine
My Commission Expires
April 25, 2031

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 2 Dolphin Ave, ODS, ME 04064

Owners Name(s): Brady & Marisa Coulombe

Owner Signature: [Signature] Date: 4-9-26

Owner Signature: [Signature] Date: 4/9/26 (if joint ownership)

Printed Name(s): Brady J. Coulombe

MARISA COULOMBE

NOTARIZATION

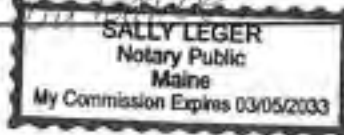
State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on April 9, 2026, by the above-named individuals.

Brady & Marisa Coulombe

Notary Public Signature

[Signature]



Printed Name:

Sally Leger

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: B DOLPHIN AVE OLD ORCHARD BEACH, ME 04064

Owners Name(s): CHARLES RITTERSHAW

Owner Signature: [Signature] Date: 4/10/2026

Owner Signature: _____ Date: _____ (if joint ownership)

Printed Name(s): CHARLES RITTERSHAW

NOTARIZATION

State of Maine

County of York, ss.

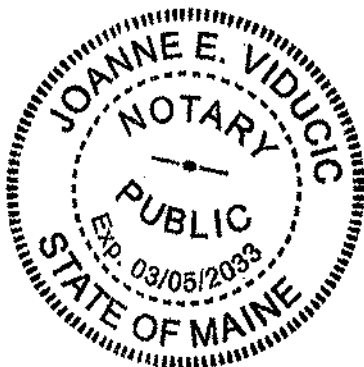
The foregoing instrument was acknowledged before me on 4/10, 2026, by the above-named individuals.

[Signature]

Notary Public Signature

JOANNE E. VIDUCIC

Printed Name:



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 26 Dolphin Ave. O.O.B. ME

Owners Name(s): Dawn Fairfield Donna Bickerstaff

Owner Signature: [Signature] Date: 3/19/2026

Owner Signature: [Signature] Date: 3/19/2026 (if joint ownership)

Printed Name(s): Dawn Fairfield Donna Bickerstaff

NOTARIZATION

State of Maine
County of York, ss.

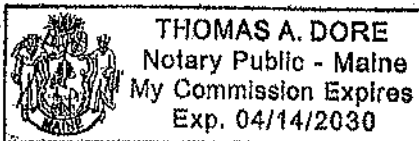
The foregoing instrument was acknowledged before me on 03/19, 2026, by the above-named individuals.

Notary Public Signature

[Signature]

Printed Name:

Thomas A. Dore



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 32 Dolphin Ave.

Owners Name(s): Laurel Tibbals, Daniel Virostko

Owner Signature: Laurel B. Tibbals Date: 3/20/26

Owner Signature: Daniel Virostko Date: 3/20/2026 (if joint ownership)

Printed Name(s): Laurel B. Tibbals

Daniel S. Virostko

NOTARIZATION

State of Maine
County of York, ss.

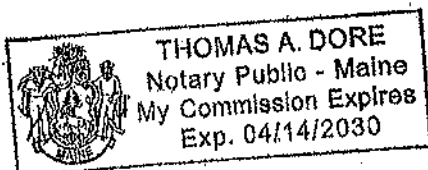
The foregoing instrument was acknowledged before me on March 20th, 2026, by the above-named individuals.

Notary Public Signature

Thomas A. Dore

Printed Name:

Thomas A. Dore



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 31 Dolphin Avenue OOB, ME 04064

Owners Name(s): Patricia Camire Daniel R. Bellemare

Owner Signature: Patricia Camire Date: 3/21/2026

Owner Signature: Daniel R. Bellemare Date: 3/21/2026 (if joint ownership)

Printed Name(s): Patricia Camire Daniel R. Bellemare

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on March 21, 2026, by the above-named individuals.

Patricia Camire and Daniel R. Bellemare

Notary Public Signature

Robin K. Came

ROBIN K. CAME
NOTARY PUBLIC
State of Maine
My Commission Expires
June 16, 2032

Printed Name:

Robin K. Came

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 27 Dolphin Ave. 20B, ME 04064

Owners Name(s): Melanie Lemaire Hannon

Owner Signature: M Hannon Date: 3/19/26

Owner Signature: N/A Date: N/A (if joint ownership)

Printed Name(s): Hannon, Melanie Lemaire

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on March 19th, 2026, by the above-named individuals.

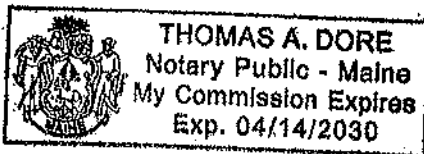
Hannon, Melanie Lemaire

Notary Public Signature

Thomas A. Dore

Printed Name:

Thomas A. Dore



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 7 NEPTUNE Rd, OLD ORCHARD BEACH, ME 04064

Owners Name(s): RICHARD K. STEVENS, PATRICIA A STEVENS

Owner Signature: Richard K Stevens Date: 3/16/26

Owner Signature: Patricia A Stevens Date: 3/16/2026 (if joint ownership)

Printed Name(s): RICHARD K STEVENS

PATRICIA A STEVENS

NOTARIZATION

State of Maine

County of York, ss.

The foregoing instrument was acknowledged before me on 03/16, 2026, by the above-named individuals.

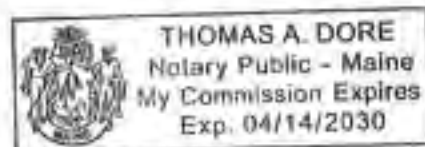
Thomas A. Dore

Notary Public Signature

Thomas A. Dore

Printed Name:

04/14/2030



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 13 Dolphin Ave

Owners Name(s): Richard + Joann Sueltenfuss

Owner Signature: Richard Sueltenfuss

Date: 3/18/2026

Owner Signature:
ownership)

Joann Sueltenfuss

Date: 3/18/2026 (If joint

Printed Name(s): Richard Sueltenfuss

Joann Sueltenfuss

NOTARIZATION

State of Maine

County of York, ss.

The foregoing instrument was acknowledged before me on March 18, 2026, by the above-named individuals.

Sueltenfuss, Richard J and Sueltenfuss, Joann,

Notary Public Signature

Virginia Deering

Printed Name:

Virginia Deering

VIRGINIA S. DEERING
Notary Public, State Of Maine
My Commission Expires August 22, 2030

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 7 Dolphin Ave

Owners Name(s): Nancy Bates, Linda Bates

Owner Signature: Nancy Bates Date: 3-18-2026

Owner Signature: Linda Bates Date: 3-18-2026 (If joint ownership)

Printed Name(s): Nancy Bates
Linda Bates

NOTARIZATION

State of Maine
County of York, ss.

The foregoing Instrument was acknowledged before me on March 18, 2026, by the above-named individuals.

Bates, Nancy M and Bates, Linda M

Notary Public Signature

Virginia Deering

Printed Name:

Virginia Deering

VIRGINIA S. DEERING
Notary Public, State Of Maine
My Commission Expires August 22, 2030

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 9 NEPTUNE ROAD, OLD ORCHARD BEACH ME 04064

Owners Name(s): LUKE STORER, CASSANDRA PATENEAUDE

Owner Signature: [Signature] Date: 3-17-26

Owner Signature: [Signature] Date: 3/17/26 (if joint ownership)

Printed Name(s): Luke Storer

Cassandra Pateneau

NOTARIZATION

State of Maine

County of York, ss.

The foregoing instrument was acknowledged before me on 3/17/2026, 2026, by the above-named individuals.

[Signature]
Notary Public Signature

CONNIE JO MINERVINO
NOTARY PUBLIC
State of Maine
My Commission Expires
December 29, 2028

Printed Name:

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 28 Dolphin Ave, Old Orchard Beach

Owners Name(s): THOMAS + WILMA EK

Owner Signature: Wilma S. Ek Date: 3/17/26

Owner Signature: Thomas P. Ek Date: 3/17/26 (if joint ownership)

Printed Name(s): THOMAS P. EK; WILMA S. EK

NOTARIZATION

State of Maine

County of York, ss.

The foregoing instrument was acknowledged before me on March 17th, 2026, by the above-named individuals.

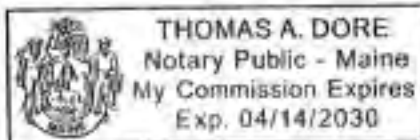
EK, Wilma S., EK, Thomas P

Notary Public Signature

Thomas A. Dore

Printed Name:

Dore, Thomas A.



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 10 Neptune Rd

Owners Name(s): Beth Conceison

Owner Signature: Beth Conceison Date: 3/20/26

Owner Signature: _____ Date: _____ (if joint ownership)

Printed Name(s): Beth Conceison

NOTARIZATION

State of Maine
County of York, ss.

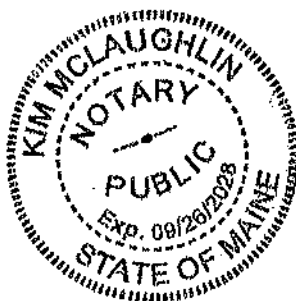
The foregoing instrument was acknowledged before me on March 20th, 2026, by the above-named individuals.

Notary Public Signature

Kim McLaughlin

Printed Name:

Kim McLaughlin



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 15 Dolphin Avenue

Owners Name(s): Gerald A. Audibert & Lyn A. Audibert

Owner Signature: Gerald A. Audibert Date: March 16, 2026

Owner Signature: Lyn A. Audibert Date: 3/16/2026 (If joint ownership)

Printed Name(s): Gerald A. Audibert Lyn A. Audibert

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on March 16, 2026, by the above-named individuals.

Audibert, Gerald A & Audibert, Lyn A.

Notary Public Signature

Virginia Deering

Printed Name:

Virginia Deering

VIRGINIA S. DEERING
Notary Public, State Of Maine
My Commission Expires August 22, 2030

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets In Beachmont

Property Address: 34 Dolphin Avenue, Old Orchard Beach, ME

Owners Name(s): Rene J. Custeau III + Heidi K. Custeau

Owner Signature: Rene J. Custeau III Date: 3/20/26

Owner Signature: Heidi K. Custeau Date: 3-20-26 (If joint ownership)

Printed Name(s): Rene J. Custeau

Heidi K. Custeau

NOTARIZATION

State of Maine

County of York, ss.

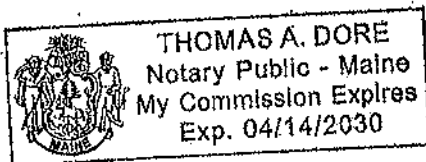
The foregoing instrument was acknowledged before me on March 20th, 2026, by the above-named individuals.

Notary Public Signature

Thomas A. Dore

Printed Name:

Thomas A. Dore



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 3 Neptune Rd Old Orchard Beach ME

Owners Name(s): Cynthia Pouravelis

Owner Signature: C Pouravelis Date: 3-16-2026

Owner Signature: _____ Date: _____ (if joint ownership)

Printed Name(s): Cynthia Pouravelis

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on March 16th, 2026, by the above-named individuals.

Notary Public Signature

J. Allen Cust

JACKSON ALLEN CUST
NOTARY PUBLIC
State of Maine
My Commission Expires
April 25, 2031

Printed Name:

Jackson Cust

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 25 DOLPHIN AVE

Owners Name(s): PATRICIA SUE WREN & DIANE JEANNE WREN

Owner Signature: [Signature] Date: 3/23/2026

Owner Signature: [Signature] Date: 3/23/2026 (If joint ownership)

Printed Name(s): PATRICIA SUE WREN

DIANE JEANNE WREN

NOTARIZATION

State of Maine

County of York, ss.

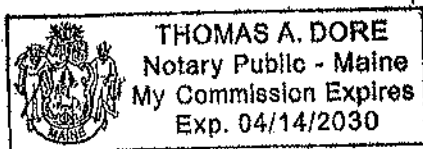
The foregoing instrument was acknowledged before me on March 23RD, 2026, by the above-named individuals.

Notary Public Signature

[Signature]

Printed Name:

Thomas A. Dore



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 6 NEPTUNE RD, COB BLVD 04004

Owners Name(s): SAMUEL J. CUSHING

Owner Signature: [Signature] Date: 03/20/2026

Owner Signature: Catherine Cushing Date: 3-20-26 (if joint ownership)

Printed Name(s): Catherine Cushing SAMUEL J. CUSHING

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on March 20, 2026, by the above-named individuals.

Cushing, Samuel J and Cushing, Catherine A

Notary Public Signature

Virginia Deering

Printed Name:

Virginia Deering

VIRGINIA S. DEERING
Notary Public, State Of Maine
My Commission Expires August 22, 2030

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets In Beachmont

Property Address: 30 Dolphin Ave

Owners Name(s): Joyce C. Anderson

Owner Signature: Joyce C. Anderson Date: 3/20/26

Owner Signature: _____ Date: _____ (If joint ownership)

Printed Name(s): Joyce C. Anderson

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on March 20, 2026, by the above-named individuals.

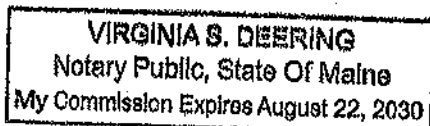
Anderson, Joyce C.

Notary Public Signature

Virginia Deering

Printed Name:

Virginia Deering



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 17 DOLPHIN AVE, OLD ORCHARD BEACH, ME 04064

Owners Name(s): THOMAS S. & JULIE A. WATERMAN

Owner Signature: Thomas Waterman Date: 3/20/26

Owner Signature: Julie A. Waterman Date: 3/20/26 (if joint ownership)

Printed Name(s): THOMAS S. WATERMAN JULIE A. WATERMAN

NOTARIZATION

State of ~~Maine~~ Florida
County of York, ss. Pine Hills

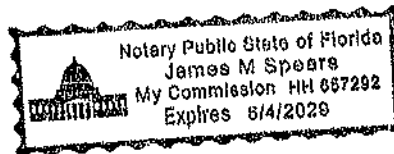
The foregoing instrument was acknowledged before me on March 20th, 2026, by the above-named individuals.

Notary Public Signature

James M. Spears

Printed Name:

James M. Spears



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 2 WERTWINE RD Old Orchard Beach Maine

Owners Name(s): ROGER DiDONATO

Owner Signature: *Roger DiDonato* Date: 3/27/26

Owner Signature: _____ Date: _____ (if joint ownership)

Printed Name(s): ROGER DiDONATO

NOTARIZATION

State of Maine

County of York, ss.

The foregoing instrument was acknowledged before me on March 27, 2026, by the above-named individuals.

Roger DiDonato

Notary Public Signature

Julie M. Mardas

Printed Name:

Julie M. Mardas

JULIE MARIE MARDAS
NOTARY PUBLIC
State of Maine
My Commission Expires
September 23, 2031



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 12 Dolphin Ave Old Orchard Beach, ME

Owners Name(s): Travis Schafer Julia Schafer 04004

Owner Signature: [Signature] Date: 27 March 2026

Owner Signature: Julia Schafer Date: 3/27/26 (if joint ownership)

Printed Name(s): Julia Schafer Travis Schafer

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on March 27th, 2026, by the above-named individuals.

Travis Schafer and Julia Schafer

Notary Public Signature

[Signature]

Printed Name:

Amber Single
Notary Public, State of Maine
My Commission Expires October 15th, 2027

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 29 DOLPHIN AVE., OLD ORCHARD BEACH, ME 04064

Owners Name(s): DEBRA PAQUETTE

Owner Signature: [Signature] Date: 03/27/2026

Owner Signature: N/A Date: N/A (if joint ownership)

Printed Name(s): DEBRA PAQUETTE

NOTARIZATION

State of Maine
County of York, ss.

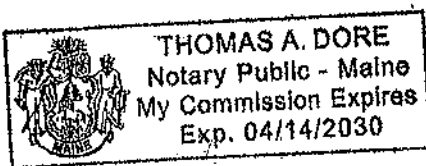
The foregoing instrument was acknowledged before me on March 27th, 2026, by the above-named individuals.

Notary Public Signature

[Signature]

Printed Name:

Thomas A Dore



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 3 Dolphin Ave Old Orchard Beach, ME 04064

Owners Name(s): Betsy M Davis

Owner Signature: Betsy M Davis Date: 3/27/26

Owner Signature: _____ Date: _____ (if joint ownership)

Printed Name(s): Betsy M Davis

NOTARIZATION

State of Maine

County of York, ss.

The foregoing instrument was acknowledged before me on 27 Mar 26, 2026, by the above-named individuals.

Notary Public Signature

Calvin C Brown

Printed Name:

Calvin C Brown

CALVIN COOLIDGE BROWN
NOTARY PUBLIC MAINE
My Commission Expires
September 23 2027

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 35 Dolphin Ave. Old Orchard Beach, ME

Owners Name(s): Kevin and Sue Tordoff

Owner Signature: [Signature] Date: 3/27/26

Owner Signature: _____ Date: _____ (if joint ownership)

Printed Name(s): _____

NOTARIZATION

State of Maine
County of York, ss.

The foregoing Instrument was acknowledged before me on MARCH 24, 2026, by the above-named individuals.

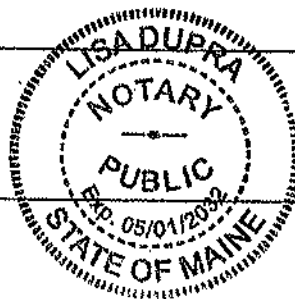
Kevin Tordoff

Notary Public Signature

[Signature]

Printed Name:

Lisa Dupra



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 33 Dolphin Ave

Owners Name(s): Bill Mucci

Owner Signature: [Signature] Date: 3/16/24

Owner Signature: Nichole Mucci Date: _____ (If joint ownership)

Printed Name(s): Nichole Mucci

NOTARIZATION

State of Maine

County of York, ss.

The foregoing instrument was acknowledged before me on March 16, 2026, by the above-named Individuals.

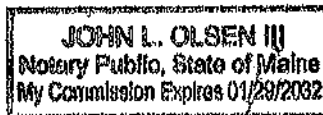
Bill Mucci

Notary Public Signature

[Signature]

Printed Name:

John L. Olsen III



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets In Beachmont

Property Address: 4 DOLPHIN AVENUE

Owners Name(s): WILLIAM J CHICOINE KATHLEEN CHICOINE

Owner Signature: William J Chicoine Date: 3/30/2026

Owner Signature: Kathleen M. Chicoine Date: 3/30/2026 (if joint ownership)

Printed Name(s): WILLIAM J CHICOINE

KATHLEEN M CHICOINE

NOTARIZATION

State of Maine

County of York, ss.

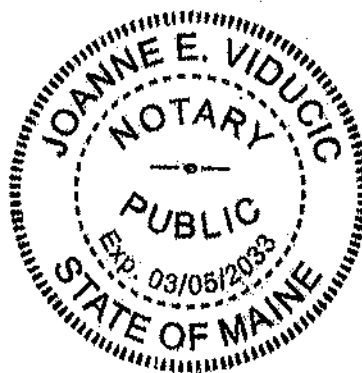
The foregoing instrument was acknowledged before me on MARCH 30, 2026, by the above-named individuals.

Notary Public Signature

Joanne Viducic

Printed Name:

JOANNE VIDUCIC



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 5 Dolphin Ave Old Orchard Beach

Owners Name(s): JAMES T. King MARILYN R LORELLO

Owner Signature: [Signature] Date: 3/31/26

Owner Signature: [Signature] Date: 3/31/26 (if joint ownership)

Printed Name(s): JAMES T King

MARILYN B. LORELLO

NOTARIZATION

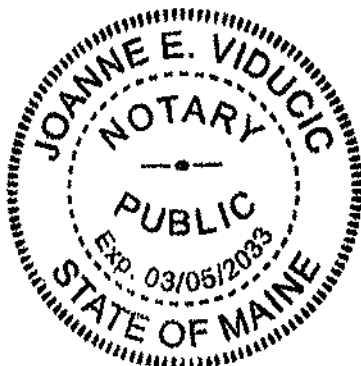
State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on 3/31/26, 2026, by the above-named individuals.

[Signature]
Notary Public Signature

JOANNE E. VIDUCIC

Printed Name:



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 5 Neptune Rd. OOB ME 04064

Owners Name(s): Eileen & Rick LUDWICK

Owner Signature: Eileen Q. Ludwick Date: 4/1/2026

Owner Signature: [Signature] Date: 4/1/26 (If joint ownership)

Printed Name(s): Eileen & Rick LUDWICK

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on April 1st, 2026, by the above-named individuals.

[Signature]
Notary Public Signature

Printed Name:

Jackson Allen Cust
JACKSON ALLEN CUST
NOTARY PUBLIC
State of Maine
My Commission Expires
April 25, 2031

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 14 Dolphin Ave

Owners Name(s): David Jutras Jill Jutras

Owner Signature: [Signature] Date: 3/30/26

Owner Signature: [Signature] Date: 3/30/26 (if joint ownership)

Printed Name(s): David Jutras

Jill Jutras

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on MARCH 30, 2026, by the above-named individuals.

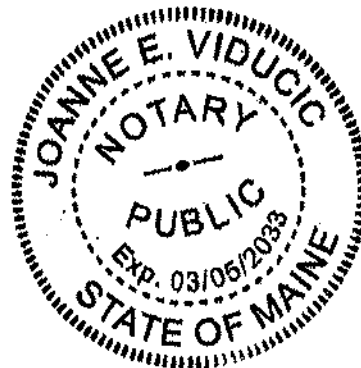
[Signature]

Notary Public Signature

Joanne E. Viducic

Printed Name:

JOANNE E. VIDUCIC



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 12 Neptune Rd, Old Orchard Beach, ME

Owners Name(s): George Collette, Jane Collette

Owner Signature: George Collette Date: 3-27-24

Owner Signature: Jane L Collette Date: 3-27-24 (if joint ownership)

Printed Name(s): Jane L Collette

George Collette

NOTARIZATION

State of ~~Maine~~ Florida
County of ~~York~~ ss. Manatee

The foregoing instrument was acknowledged before me on March 27th, 2026, by the above-named individuals.

Notary Public Signature

Stephanie Lira

Printed Name:

Stephanie Lira



STEPHANIE LIRA
Commission # HH 614829
Expires November 20, 2028

PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 8 Neptune Rd.

Owners Name(s): Richard S. & Heidi A. Lyon

Owner Signature: Richard S. Lyon Date: 4-2-26

Owner Signature: Heidi A. Lyon Date: 4-2-26 (if joint ownership)

Printed Name(s): Richard S. Lyon Heidi A. Lyon

NOTARIZATION

State of Maine

County of York, ss.

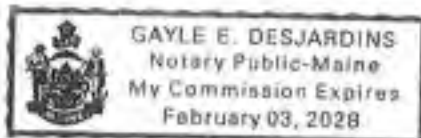
The foregoing instrument was acknowledged before me on 4-2-26, 2026, by the above-named individuals.

Gayle E. Desjardins

Notary Public Signature

Gayle E. Desjardins

Printed Name:



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 6 Dolphin Ave

Owners Name(s): Jonathan Little + Jessie Bergstrom

Owner Signature: [Signature] Date: 4/8/26

Owner Signature: Jessie Bergstrom Date: 4/8/26 (If joint ownership)

Printed Name(s): Jonathan Little + Jessie Bergstrom

NOTARIZATION

State of Maine
County of York, ss.

The foregoing instrument was acknowledged before me on April 8, 2026, by the above-named individuals.

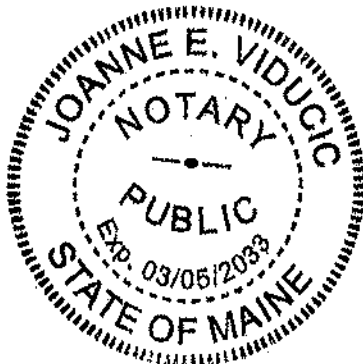
[Signature]

Notary Public Signature

[Signature]

Printed Name:

JOANNE E. VIDUCIC



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 11 Dolphin Ave. Old Orchard Beach, ME 04064

Owners Name(s): Thomas Ryan & Jodi Ryan

Owner Signature: [Signature] Date: April 1, 2026

Owner Signature: [Signature] Date: April 1, 2026 (if joint ownership)

Printed Name(s): _____

NOTARIZATION

State of Maine

County of York, ss.

The foregoing instrument was acknowledged before me on April, 1, 2026, by the above-named individuals.

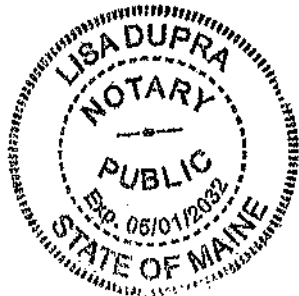
Jodi Ryan Thomas Ryan

Notary Public Signature

[Signature]

Printed Name:

Lisa Dupra



PROPERTY OWNER SIGNATURE for Petition for Acceptance of Streets in Beachmont

Property Address: 4 Neptune Rd Old Orchard Beach ME

Owners Name(s): Stephen J. McManus Stephen J. McManus

Owner Signature: Stephen J. McManus Date: 4-11-26

Owner Signature: Michelle D. McManus Date: 4-11-26 (If Joint ownership)

Printed Name(s): Michelle D. McManus

NOTARIZATION

State of Maine

County of York, ss.

The foregoing instrument was acknowledged before me on April 11th, 2026, by the above-named individuals.

Stephen J. McManus and Michelle D. McManus

Notary Public Signature

Printed Name:

Gregory S. Abbott

GREGORY S. ABBOTT
NOTARY PUBLIC
State of Maine
My Commission Expires
January 29, 2032

AGENDA ITEM #9106

Discussion with Action: Set the Public Hearing Date of October 20th, 2026 for Council Order # 2026-2, approved at the 8/18/2026 Town Council Meeting, entitled “Order to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount Not to Exceed \$3,300,000 to Acquire and Install New Radio Frequency Equipment.”

Chair: Shawn O’Neill

August 18, 2026: Order # 2026-2

Agenda: To see what action the Council will take regarding Order # 2026-2, entitled “Order to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount Not to Exceed \$3,300,000 to Acquire and Install New Radio Frequency Equipment.”

Motion: I move that the Council approve Order # 2026-2, entitled, “Order to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount Not to Exceed \$3,300,000 to Acquire and Install New Radio Frequency Equipment,” and that an attested copy of this Order be filed with the minutes of this meeting.

ORDER TO AUTHORIZE THE TOWN OF OLD ORCHARD BEACH TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$3,300,000 TO ACQUIRE AND INSTALL NEW RADIO FREQUENCY EQUIPMENT

BE IT ORDERED, by the Town Council of the Town of Old Orchard Beach, Maine (“the Town”), in Town Council assembled:

Section 1. Authority to Issue Bonds.

1.1 Pursuant to section 5772 of Title 30-A of the Maine Revised Statutes and Sections 303 and 409.12 of the Town Charter, and subject to municipal election approval, the Town Council, acting by and through the Town Treasurer (“Treasurer”) and the Chair of the Town Council (“Chair”), is authorized to issue general obligation bonds and notes in anticipation thereof in an aggregate principal amount not to exceed \$3,300,000 (collectively, the “Bonds”), to acquire and install new radio frequency equipment (the “Project”) and the proceeds of the Bonds (including investment earnings thereon and any bond premium) are hereby appropriated to pay costs of the Project.

Section 2. Authorization of Treasurer to Arrange for Sale of Bonds and Determine Bond Details.

2.1 The Treasurer is authorized to arrange for the sale of the Bonds, with or without premium, at one time or from time to time, as one or more separate bond issues, as tax-exempt or as taxable obligations, at public or private sale to such parties as the Treasurer determines to be in the Town’s interest, including the Maine Municipal Bond Bank, and to execute and deliver loan agreements and other contracts for that purpose, all on such terms not inconsistent with this Order as the Treasurer shall approve, such approval to be conclusively evidenced by the execution thereof.

2.2 To the extent not inconsistent with this Order, the Treasurer is authorized to determine the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, form(s), and all other details, terms, and provisions of each issue of the Bonds, and to approve the form and manner of their sale and award, said approval to be conclusively evidenced by the execution thereof.

2.3 The Treasurer is authorized to provide on behalf of the Town that the Bonds may be redeemable or callable, with or without premium, prior to their maturity.

2.4 In connection with the sale of any of the Bonds, the Treasurer is authorized to select and hire municipal advisors, other consultants, underwriters, registrars, paying agents, and transfer agents and to execute and deliver such contracts or agreements for that purpose as may be necessary or appropriate, and any actions the Treasurer may have previously taken consistent with this authorization are hereby ratified and confirmed in all respects.

2.5 The Treasurer is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of any of the Bonds, if applicable, in such form and containing such information as may be approved by the Treasurer with the advice of bond counsel for the Town. The use and distribution of any such Preliminary Official Statement and Official Statement in the name and on behalf of the Town in connection with offering the Bonds for sale, if applicable, is hereby approved.

2.6 Any actions the Treasurer may have previously taken consistent with this Order are hereby ratified and confirmed in all respects.

Section 3. Bonds to Be Registered.

3.1 The Bonds shall be issued in the name of the Town and in registered form transferable only on the registration books of the Town, which registration books may be kept by the Town or its transfer agent, upon surrender thereof with a written instrument of transfer, duly executed by the registered owner or the registered owner's attorney in fact duly authorized in writing.

3.2 As an alternative to the provisions of Section 3.1, above, regarding physical transfer of Bonds, the Treasurer is authorized to undertake all acts necessary to provide for the issuance and transfer of the Bonds in book-entry form pursuant to the Depository Trust Company Book-Entry Only System and to enter into a Letter of Representation or any other contract, agreement, or understanding necessary or, in the Treasurer's opinion, appropriate in order to qualify the Bonds for and participate in the Depository Trust Company Book-Entry Only System.

Section 4. Form of Execution; other Bond Documents and Terms.

4.1 The Bonds shall be executed and delivered by the Treasurer and countersigned by the Chair of the Town Council, attested by the Town Clerk, with the official seal of the Town affixed as applicable, and otherwise be in such form and contain such terms and provisions not inconsistent herewith, as they shall approve, their approval to be conclusively evidenced by their execution thereof. Any signature thereon may be by facsimile to the extent permitted by law.

4.2 The appropriate officials of the Town are authorized to execute and deliver on behalf of the Town such other documents and certificates as may be necessary or convenient to the issuance, execution, or delivery of the Bonds.

Section 5. Compliance with Applicable Arbitrage, Private Activity, and other Federal Laws and Rules.

5.1 If the Bonds, or any of them, are issued on a tax-exempt basis, the Treasurer is authorized and directed to certify on behalf of the Town that neither the proceeds of the Bonds nor the Project shall be used in any manner that would cause the Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of Sections 148 and 141 of the Internal Revenue Code of 1986, as amended (the "Code").

5.2 If the Bonds, or any of them, are issued on a tax-exempt basis, the Treasurer is authorized in connection with the Bonds to execute and deliver on behalf of the Town an arbitrage and use of proceeds certificate in form approved by bond counsel for the Town, and to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Bonds, and to take all other lawful actions necessary to ensure that the interest on the Bonds will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds to become includable in the gross income of the owners thereof.

5.3 If applicable to the Bonds, the Treasurer is authorized to covenant, certify, and agree, on behalf of the Town, for the benefit of the holders of the Bonds, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other actions that may be necessary to ensure

that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission are met.

5.4 The Treasurer, in consultation with bond counsel for the Town, is authorized to implement written procedures with respect to the Bonds for the purpose of (i) ensuring timely “remedial action” for any portion of the Bonds that may become “non-qualified bonds,” as those terms are defined in the Code and regulations thereunder; and (ii) monitoring the Town’s compliance following the issuance of the Bonds with the arbitrage, yield restriction, and rebate requirements of the Code and regulations thereunder.

Section 6. Authorization of Treasurer to Designate Bonds as Bank Qualified.

6.1 The Treasurer may designate, and is authorized to take all such actions as may be necessary to designate, any of the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code.

Section 7. Further Authorization to Effect Issuance, Sale, and Delivery of the Bonds.

7.1 The Treasurer, Town Clerk, and other proper officials of the Town, acting singly, are hereby authorized and empowered in the name of the Town and on its behalf to do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale, and delivery of the Bonds and the accomplishment of the Project.

7.2 If the Treasurer, Chair, or Town Clerk for any reason is unavailable to, as applicable, approve, execute, attest, or deliver the Bonds or any other documents necessary or convenient to the issuance, execution, attestation, or delivery of the Bonds or the accomplishment of the Project, the person or persons then acting in any such capacity, whether as assistant, deputy, successor, or otherwise, shall be authorized to act for such unavailable official with the same force and effect as if such official had performed such act.

7.3 If any of the officers or officials of the Town who have signed, attested, or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed, attested, and sealed shall have been actually authenticated or delivered by the Town, such Bonds nevertheless may be authenticated, delivered, and issued with the same force and effect as though the person or persons who signed, attested, or sealed the Bonds had not ceased to be such officer or official; and also, any such Bonds may be signed, attested, or sealed on behalf of the Town by those persons who, at the actual date of execution of the Bonds, are the proper officers or officials of the Town, although at the nominal date of the Bonds any such person is no longer such officer or official.

Section 8. Consolidation; Exchanges or Transfers of Bonds; Redemption.

8.1 Any or all of the Bonds may be consolidated with and become a part of any other issue of bonds or notes of the Town authorized to be issued.

8.2 The Treasurer, Chair, and Town Clerk are authorized to, from time to time, execute such Bonds as may be required to provide for exchanges or transfers of Bonds authorized hereunder.

8.3 The Bonds (or bonds issued to refund such Bonds) may be made subject to redemption prior to their stated dates of maturity at the option of the Town, as a whole or in part at any time, in such order of maturity as the Treasurer, in the Treasurer’s discretion, may determine at the respective redemption prices. While any of the Bonds (or bonds issued to refund such Bonds) are outstanding, the Treasurer is authorized to issue and deliver refunding bonds to refund some or all of the Bonds then outstanding, and to determine the date, form, interest rate, maturities, and all other terms and details of such refunding bonds, including the form and manner of their sale and award. The Treasurer is further authorized to provide that any of such refunding bonds be made callable, with or without premium, prior to their stated date(s) of maturity. Each refunding bond issued hereunder shall be signed by the officials authorized herein to execute the Bonds, whose signatures may be by facsimile to the extent permitted by law, attested to by the Town Clerk under the seal of the Town, and shall be in such form and contain such terms and provisions not inconsistent herewith as they may approve, their approval to be conclusively evidenced by their execution thereof.

Section 9. Costs of the Project.

9.1 The term “cost” or “costs,” as used in this Order and applied to the Project, includes all costs related to the Project, including without limitation (1) costs to acquire, design, engineer, construct, renovate, repair, improve, equip, and furnish all or any portion of the Project and of any infrastructure related to the Project, and of any addition or expansion to existing building(s) for the Project, as applicable; (2) costs of landscaping, site preparation, and removal and demolition of any existing buildings and improvements; (3) costs of land, easements, other real property interests, and licenses acquired or conveyed in connection with the Project; (4) costs of planning and development, site selection, preparation of specifications, surveys, engineering and feasibility studies, and other professional services associated with the Project; (5) costs of environmental studies, appraisals, and assessments; (6) interest costs on the Bonds for the period prior to and during construction and for a period not greater than the earlier of the date the Project is placed in service and the date three years from the issue date of the Bonds; and (7) financing charges and issuance costs related to the sale and issuance of Bonds, including without limitation premiums for insurance, capitalized interest, financial advisor fees and costs, underwriters’ fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses.

Section 10. Declaration of Official Intent.

10.1 The Town hereby resolves and declares its official intent pursuant to Section 1.150-2(e) of the Treasury Regulations that the Town reasonably expects to use the proceeds of the Bonds to reimburse certain original expenditures from the Town’s general fund, paid not earlier than 60 days prior to adoption of this Order or to be paid, which original expenditures have been or will be incurred in connection with costs of the Project; and that the Town reasonably expects that the maximum principal amount that the Town will issue to finance the Project is \$3,300,000; and further directs that an attested copy of this Order and Declaration of Official Intent be kept with the records of the Bonds as required by the Code and be reasonably available for public inspection.

Section 11. Filing with Official Records.

11.1 The Town shall file an attested copy of this Order with the minutes of this meeting.

This Order is dated this August 18, 2026

_____	_____
_____	_____

Being a majority of the Town Council of the Town of Old Orchard Beach

A true copy, attest:

Kim McLaughlin
Town Clerk
Town of Old Orchard Beach

(Note: file an attested copy of this Order with the meeting minutes)

August 18, 2026: Order # 2026-3

Agenda: To see what action the Council will take regarding Order # 2026-3 entitled “Order to Submit Order # 2026-2 to the Voters and to Call Public Hearing.”

Motion: I move that the Order # 2026-3 entitled, “Order to Submit Order # 2026-2 to the Voters and to Call Public Hearing, ” be approved in form presented to this meeting and that an attested copy of said Order be included with the minutes of this meeting.

ORDER TO SUBMIT ORDER # 2026-3 TO THE VOTERS AND TO CALL PUBLIC HEARING

BE IT ORDERED, by the Town Council of the Town of Old Orchard Beach, Maine, in Town Council assembled:

That under and pursuant to the Charter of the Town of Old Orchard Beach (the “Town”), including Sections 303 and 409.12 therein, and the laws of the State of Maine, including, as applicable, Titles 21-A and 30-A of the Maine Revised Statutes, Order # 2026-2, authorizing the issuance of general obligation bonds in a principal amount not to exceed \$3,300,000 to acquire and install new radio frequency equipment, be submitted to the voters of the Town at a general municipal election to be held Tuesday, November 3, 2026;

That the question submitted at the election read as set forth below;

Question 1: Shall Order # 2026-2 entitled, “Order to Authorize the Town of Old Orchard Beach to Issue General Obligation Bonds in the Principal Amount Not to Exceed \$3,300,000 to Acquire and Install New Radio Frequency Equipment” be adopted?

That said question be accompanied by a signed financial statement of the Town Treasurer, as well as the recommendations of the Town Council and Finance Committee, substantially in form as set forth below;

TOWN OF OLD ORCHARD BEACH FINANCIAL STATEMENT

1. Total Town Indebtedness

Bonds Outstanding and Unpaid	\$ 39,610,732.60
Bonds Authorized but Unissued	\$ 1,000,000.00
Bonds to be Issued if this Article is Approved	\$ 3,300,000.00
Total:	\$ 43,910,732.60

2. Estimated Costs of Proposed Bonds

At an estimated average annual interest rate of __3_% for a _10_-year term, the estimated costs of this bond issue will be:

Principal	\$ 3,300,000.00
Interest	\$ 578,242.77
Total Principal & Interest to be Paid at Maturity	\$ 3,878,242.77

3. Validity

The validity of the bonds and of the voters’ ratification of the bonds may not be affected by any errors in the above Estimated Costs of Proposed Bonds. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Brynn Patenaude, Treasurer

Town Council Recommends: _____

Finance Committee Recommends: _____

That a public hearing be held on the subject of said question and be conducted by the Town Council on October 20, 2026, at 6:30pm at the Town Hall Council Chambers, 1 Portland Avenue, in the Town of Old Orchard Beach, and that the Town Clerk give public notice of the hearing in the manner required by law;

That the Warrant and Notice of Election for the general municipal election and the Notice of Public Hearing be approved in form presented to this meeting, provided however, that the Town Clerk is directed to insert the recommendation of the Finance Committee thereon and to prepare the Warrant and Notice of Election and Notice of Public Hearing for Council signatures; and

That an attested copy of this Order be filed with the minutes of this meeting.

A true copy, attest:

Kim McLaughlin

Town Clerk

(Town Clerk to file an attested copy of this Order with the meeting minutes)

AGENDA ITEM #9107

Discussion with Action: Re-appoint David Baird as Election Warden, and Martha Conlan and Sandra Jones as Deputy Election Wardens, terms to expire 10/01/2027.

Chair: Shawn O'Neill

AGENDA ITEM #9108

Discussion with Action: Renew the liquor license for Sandy Bottom Investment Group, Inc (Myst Restaurant), 1 East Grand Avenue, 306-1-2, Class A Restaurant/Lounge, On-Premise, Beer, Wine & Spirits.

Chair: Shawn O'Neill

AGENDA ITEM #9109

Discussion with Action: Renew the liquor license for Adaime & Rea, LLC (Tostones Cafe), 2 Cascade Road Suite 2, 205-15-1, Class A Restaurant: On-Premises: Beer, Wine & Spirits

Chair: Shawn O'Neill

AGENDA ITEM #9110

Discussion with Action: Renew the liquor license for 27 West Grand LLC (The Shack), 27 West Grand Avenue, 307-1-3, Class A Restaurant: On-Premises: Beer, Wine & Spirits

Chair: Shawn O'Neill

AGENDA ITEM #9111

Discussion with Action: Renew the liquor license for Alouette Atlantic Resorts LLC (Alouette Beach Cafe), 91 East Grand Avenue, 303-1-11, Hotel: On-Premises: Beer & Wine

Chair: Shawn O'Neill

ADJOURNMENT

Chair: Shawn O'Neill