



SCANNED  
03/13/18  
GENERAL APPLICATION OVERBOARD DISCHARGE (OBD) < 2,000 GPD

WDL Application #: \_\_\_\_\_ Municipality: Portland, ME  
 Facility Type:  Commercial – include DEP Form DEPLW1076  
 Residential  
 Application Type:  Renewal  Transfer  Renewal AND Transfer  Modification

**PART 1. Applicant Information (Legal Owner of the OBD Property AND All Users)**

1093-2094601

(Use additional paper, if necessary, to provide co-applicant information for ALL authorized users of the OBD.)

Name: Philip + Joanna Cole Telephone: 712-587-6519

Primary Residence Address: 6618 Kingsbarn Ct

Town: Sioux City State: IA Zip: 51106

e-mail: joannacole@gmail.com OBD Street Address: 146 Church Rd Cliff Island, ME

1. Is this application for the **transfer** of an existing license?  Yes  No If "Yes", include evidence of title, right or interest in the property (e.g., copy of deed, lease or easement, or option to buy or lease agreement).
2. Is this application for a **commercial** OBD license?  Yes  No If "Yes", include supplemental application form DEPLW1076.

**PART 2. Site Evaluation** Check the appropriate boxes.

- A qualified LSE has determined that my OBD system **CAN** be replaced with an alternative system
- A qualified LSE has determined that my OBD system **CANNOT** be replaced.
- I have previously submitted a copy of the LSE report to the DEP.
- A copy of the LSE report is attached to this application. ("LSE" is Licensed Site Evaluator)

**PART 3. Primary Residence/Grant Eligibility**

1. Is the property containing the OBD your **PRIMARY** residence?  Yes  No

If "YES" and you checked that that the OBD system **CAN be replaced**, and you would like to be considered for grant assistance, enter the combined annual income of all owners of the OBD. \$ \_\_\_\_\_

2. Do you intend to perform a significant action (construction material and labor costs exceeding \$50,000) at your residence at any time during the next five years?  Yes  No

The Department reserves the right to require documentation of primary residency and income for purposes of determining grant eligibility.

**PART 4. Facility Information**

OBD laws and rules limit the authorized discharge flow volume to either the previous license limit or the estimated volume produced by the facility during the 12-month period prior to June 1, 1987. As of June 1, 1987, please certify the:

# of YEAR-ROUND dwellings connected to the OBD \_\_\_\_\_ AND # of bedrooms in each \_\_\_\_\_  
# of SEASONAL dwellings connected to the OBD 1 AND # of bedrooms in each 3

**PART 5. Title, Right or Interest** Check the appropriate box.

The applicant must either: 1) own or control; 2) have an easement granting rights; or 3) have an authorized written agreement granting rights to use any portion of another property for any part of the OBD system.

My OBD system (including disinfection unit and outfall pipe) serves only my property and is located entirely on my property. Include a copy of your deed with this application.

OR

My OBD system is shared with another property owner, or it crosses under a road or other properties. Include a copy of each property owner's deed describing easements or written signed agreement between the property owners. An agreement must grant rights to use the property for at least 5 years.

**PART 6. Public Notice and Certification of Application**

- Complete the PUBLIC NOTICE form on the next page and, within 30 days PRIOR TO filing the application, send a copy of the Public Notice by certified mail to abutters\* and a copy of the entire application with Public Notice to the municipal office where the OBD property is located.
- Submit a list of all abutters and copies of the certified mailing receipts with your application. You do not have to wait until the signature card is returned to you, the receipt of mailing is all that is required.
- By signing below, you certify that Public Notice has been provided.

\*Abutter, for the purposes of the Public Notice, is any person who owns property that is adjoining the OBD property, including owners of property directly across a public or private right of way.

**A COMPLETE APPLICATION PACKAGE SHOULD INCLUDE:**

- The completed and signed application.
- A copy of the deed to the property and copies of all easements or authorized agreements,
- A recent site evaluation report (Form HHE-200) completed by a Licensed Site Evaluator. If you are unsure whether a site evaluation report is required for a renewal or transfer application, please contact us.
- A list of property abutters, and proof (certified mail receipts) that the Public Notice was sent to abutters and the application and Public Notice was sent to the municipal office where the OBD property is located.
- There is a \$100 license transfer fee for transfer of an existing license. Checks made payable to, *Treasurer - State of Maine*. **DO NOT SEND** the \$100 fee unless the application is for transfer of an existing license.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

**SIGNATURE  
REQUIRED** 

*Philip A Cole* Philip A. Cole 1/10/18  
Applicant Signature Print name Date

*Joanna B Cole* Joanna B. Cole 1/10/18  
Co-Applicant Signature Print name Date

Submit completed application with supporting documents to:

Department of Environmental Protection  
DWQM - OBD Licensing  
17 State House Station  
Augusta, ME 04333-0017



**PUBLIC NOTICE**  
**MAINE WASTE DISCHARGE LICENSE APPLICATION**

Please take note that, pursuant to 38 MRSA, Sections 413 and 414-A, Philip + Joanna Cole of  
(applicant name)

6618 Kingsbarn Ct Sioux City IA 51106 intends to file a wastewater discharge license application  
(primary mailing address)

with the Department of Environmental Protection (DEP). The application is for the discharge of 180 GPD  
(volume)

gallons per day of treated wastewater to the Casco Bay in Portland, Maine.  
(receiving water) (municipality)

The application will be filed on or about 1/10/18 and will be available for public inspection at  
(date)

DEP's Augusta office during normal business hours. A copy may also be seen at the municipal offices in

Portland, Maine.  
(municipality)

A request that the Board of Environmental Protection assume jurisdiction over this application must be received by the DEP, in writing, no later than 20 days after the application is found acceptable for processing. Written public comments and requests for a public hearing will be accepted for at least 30 days after the application is found acceptable for processing. Requests shall state the nature of the issue(s) to be raised. Unless otherwise provided by law, a hearing is discretionary and may be held if the Commissioner or the Board finds significant public interest or there is conflicting technical information.

Public comment will be accepted until a final administrative action is taken to approve, approve with conditions or deny this application. Written public comments or requests for information may be made to the address below.

Department of Environmental Protection  
Division of Water Quality Management  
OBD Licensing  
17 State House Station  
Augusta, ME 04333-0017  
207-287-3901

TRUSTEES' DEED  
Maine Statutory Short Form

**KNOW ALL PERSONS BY THESE PRESENTS**, That we, **Joanna B. Cole and Philip A. Cole, Trustees of the Philip A. Cole Revocable Trust, dated April 14, 2004**, which trust has a mailing address of 6618 Kingsbarn Court, Sioux City, Iowa 51106, by the power conferred by law, and every other power, for consideration paid, grant to **Philip A. Cole and Joanna B. Cole, Trustees of the Philip A. Cole and Joanna B. Cole Living Trust under Agreement dated April 8, 2016**, which trust has a mailing address of 6618 Kingsbarn Court, Sioux City, Iowa 51106, all interest in and to the real property situated on Cliff's Island, in the City of Portland, County of Cumberland and State of Maine described as follows:

A certain lot or parcel of land together with the buildings thereon, located on Cliff Island, Portland Harbor, in the County of Cumberland and State of Maine, and being referred to as Lot 44 on City Assessor's plot plan situated centrally along the island axis NE-SW. Consisting of slightly more than twenty thousand (20,000) square feet and being more particularly described as follows:

Beginning at a point where the southwesterly sideline of the Chapin Lot No. 46 intersects the northwesterly sideline of the public street known as Church Street, said point being two hundred forty (240) feet, more or less, southwesterly from a point where the southwesterly sideline of Farrington right of way intersects the northwesterly sideline of said Church Street; thence northwesterly along said Chapin Lot No. 46 one hundred one and six-tenths (101.6) feet to a point where the southeasterly line of Chapin intersects the aforesaid Chapin line; thence southwesterly along land of Chapin fifty-five (55) feet to a point where the southeasterly line of Chapin Lot No. 32 intersects the southwesterly line of Chapin Lot No. 32; thence northwesterly along land of Chapin one hundred (100) feet to a point where the southwesterly line of Chapin intersects the southeasterly line of a twenty (20) foot right of way; thence southwesterly along said right of way seventy-five (75) feet to a point where the southeasterly line of said right of way intersects the northeasterly land now or formerly of Samuel Pettengill; thence southeasterly along said land of Pettengill two hundred (200) feet to a point where the northeasterly line of said Pettengill land intersects the northwesterly line of said Church Street; thence northeasterly along said Church Street one hundred thirty (130) feet to the point of beginning.

Also conveying the rights and easements set forth in the deed from Beverly Von Lessnitzer, David Chapin and Barbara Chase to Angela and Michael O'Reilly dated September 7, 1999, and recorded in the Cumberland County Registry of Deeds in Book 15704, Page 241, to which deed reference is made for a more particular description.

Being the same premises conveyed by Warranty Deed dated May 8, 2006 from Joanna B. Cole and Philip Atkinson Cole to Joanna B. Cole and Philip A. Cole, Trustees, of the Philip A. Cole Revocable Living Trust, dated April 14, 2004 and recorded in the Cumberland County Registry of Deeds in Book 23962, Page 292. See also a Deed from Angela Marie Frasier f/k/a Angela Marie O'Reilly to Joanna B. Cole and Philip A. Cole dated September 26, 2003 and recorded in said Registry in Book 20308, Page 290.

IN WITNESS WHEREOF, we, the said Joanna B. Cole and Philip A. Cole, not individually but in our capacities as Co-Trustees of the Philip A. Cole Revocable Trust, dated April 14, 2004 as aforesaid, have hereunto set our hands and seals this 2nd day of May, 2016.

WITNESS:

Ursula A. Ruge

By: Joanna B. Cole  
Joanna B. Cole,  
as Co-Trustee of the Philip A. Cole  
Revocable Trust, dated April 14, 2004

WITNESS:

Ursula A. Ruge

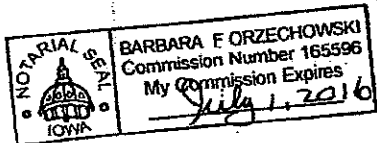
By: Philip A. Cole  
Philip A. Cole,  
as Co-Trustee of the Philip A. Cole  
Revocable Trust, dated April 14, 2004

STATE OF IOWA  
COUNTY OF WOODBURY, ss.

On May 2, 2016, personally appeared the above-named Joanna B. Cole and Philip A. Cole, as Co-Trustees of the Philip A. Cole Revocable Trust, dated April 14, 2004, and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Trust.

Before me, Barbara F. Orzechowski  
Notary Public-State of Iowa

Printed Name: Barbara F. Orzechowski



Received  
Recorded Register of Deeds  
May 10, 2016 01:27:06P  
Cumberland County  
Nancy A. Lane

## **DECLARATION OF COVENANTS, CONDITIONS, AND SEPTIC EASEMENT**

This **DECLARATION OF COVENANTS, CONDITIONS, AND SEPTIC EASEMENT** ("Easement") is made as of this 2 day of January 2015 by and among:

**JOANNA B. COLE** and **PHILIP A. COLE, TRUSTEES OF THE PHILIP A. COLE REVOCABLE TRUST** (collectively, "PAC"), both of Wilmington, New Hanover County, North Carolina, whose mailing address is 5451 Reserve Drive, Wilmington, North Carolina 28409, are the owner of a certain lot of parcel of land described in the deed from Joanna B. Cole and Philip Atkinson Cole dated May 8, 2006 and recorded in Cumberland County Registry of Deeds at Book 23962, Page 292 ("PAC Lot");

**WILLIAM M. O'REILLY** and **JOANNE M. LAPOMARDA** both of Cliff Island, Cumberland County, Maine with a mailing address is P.O. Box 37, Cliff Island, Maine 04019, (collectively, "WMO") is the owner of a certain lot of parcel of land described in the deed from William M. O'Reilly and Joanne M. Lapomarda dated March 9, 2006 and recorded in Cumberland County Registry of Deeds at Book 25694, Page 62 ("WMO Lot");

**DIANE O'REILLY** and **ROBERT L. O'REILLY** (collectively, "DO") both of Cliff Island, Cumberland County, Maine whose mailing address is P.O. Box 32, Cliff Island, Maine 04019, is the owner of a certain lot of parcel of land described in the deed from Myles L. O'Reilly and P. Louise O'Reilly dated September 21, 1981 and recorded in Cumberland County Registry of Deeds at Book 4856, Page 123 ("DO Lot");

**STEPHEN D. WILSON** and **GORDON C. WILSON** (collectively, "SDW") both of Portland and Orr's Island, Cumberland County, Maine, whose mailing address is 38 Berwick Street, Portland, Maine 04103, is the owner of a certain lot of parcel of land described in the deed from Kathleen E. Farrin dated July 15, 2004 and recorded in Cumberland County Registry of Deeds at Book 21556, Page 176 ("SDW Lot");

**ALLYN B. CHASE** and **BARBARA C. CHASE** (collectively, "ABC") both of Killingworth, Middlesex County, Connecticut whose mailing address is 108 River Road, Killingworth, Connecticut 06419, is the owner of a certain lot of parcel of land described in the deed from Peter D. von Lossnitzer, Lori M. Foskitt, and Daniel E. von Lossnitzer recorded August 17, 1994 in Cumberland County Registry of Deeds at Book 30170, Page 85 ("ABC Lot");

**THOMAS J. O'REILLY** and **ANNE S. O'REILLY** (collectively, "TJO") both of Cliff Island, Cumberland County, Maine, whose mailing address is P.O. Box 97, Cliff Island, Maine 04019, is

the owner of a certain lot of parcel of land described in the deed from Thomas J. O'Reilly and Anne S. O'Reilly dated May 3, 2007 and recorded in Cumberland County Registry of Deeds at Book 25766, Page 194 ("TJO Lot");

**CLARK L. MCDERMITH** ("CLM") both of North Berwick, York County, Maine, whose mailing address is P.O. Box 489, North Berwick, Maine 03906, is the owner of a certain lot of parcel of land described in the deed from Clark L. McDermith and Sharolyn W. McDermith dated September 11, 1997 and recorded in Cumberland County Registry of Deeds at Book 13339, Page 6 as set aside to Clark L. McDermith by Divorce Decree, an abstract of which is recorded in said Registry in book 31885, Page 77 ("CLM Lot");

**PETER D. VON LOSSNITZER** of Gloucester, Essex County, Massachusetts, whose mailing address is 20 Nashua Avenue, Gloucester, Massachusetts 01930, **LORI M. FOSKITT** of Easthampton, Hampshire County, Massachusetts, whose mailing address is 140 Strong Street, Easthampton, Massachusetts 01027, **DANIEL E. VON LOSSNITZER**, of Somerville, Middlesex County, Massachusetts, whose mailing address is 17 Gorham Street (Rear), Somerville, Massachusetts 02144, and **BEVERLY A. VON LOSSNITZER** of Holyoke, Hampden County, Massachusetts whose mailing address is \_\_\_\_\_

(collectively "PDV") is the owner of a certain lot of parcel of land described in the deed from Beverly A. von Lossnitzer dated November 17, 2008 and recorded in Cumberland County Registry of Deeds at Book 26473, Page 230 and also a deed from Barbara C. Chase and David E. Chapin dated September 13, 2012 and recorded in said Registry in Book 30170, Page 82 ("PDV Lot");

(each is an "Owner" and collectively, with their heirs, representatives, assigns, invitees, guests, contractors, and agents, the "Owners");

(the PAC Lot, WMO Lot, DO Lot, SDW Lot, ABC Lot, TJO Lot, CLM Lot, and PDV Lot are each a "Lot" and collectively, the "Lots").

**RECITALS**

WHEREAS the Owners desire to establish a common septic system.

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

**AGREEMENT**

1. The Recitals set forth above are made a part hereof.
2. Grant of Easement. The Owners, for consideration paid, the receipt and sufficiency of which is acknowledged, grant, every other Owner, a perpetual, in common, non-exclusive, appurtenant easement to locate, install, construct, maintain, repair, replace, improve and use an underground septic tank(s), field(s), and such associated pipes, lines, wires and valves

necessary and/or appropriate for the use of a septic system (collectively, the "Septic System") in, over, under and across the following described parcels of land:

**The WMO Lot:**

Certain lots or parcels of land with any buildings thereon, situated on Cliff Island, within the limits of the City of Portland, in the County of Cumberland and State of Maine, bounded and described as follows:

Commencing at a point on the Southeast side of the highway, and joining said highway, one hundred and two (102) feet from the Northeast side of land owned now or formerly by Samuel Pettengill, and running in a Southeasterly direction parallel with the Northeast line of said Samuel Pettengill two hundred and thirty-seven and one-half (237 ½) feet more or less to the ocean. Thence in a Northeasterly direction fifty-five (55) feet to a parcel of land now or formerly owned by Myrtle Burke, then running northwesterly one hundred and four (104) feet more or less to a point on said Myrtle Burke land, Thence Northeasterly thirty-five (35) feet to a right of way. Then sixty-nine (69) feet along said right of way to a point. Then six (6) feet Northeasterly to another right of way. Then following said right of way to the highway. Then eighty-five (85) feet to the point of beginning.

**The CLM Lot:**

Two certain lots or parcels of land, with the buildings thereon, situated on Cliff Island, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the southerly side line of the street or road which runs northeasterly and southwesterly along the southerly side of said Island, said point being at the northeasterly corner of land formerly of Samuel Pettengill; thence northeasterly along said street or road, a distance of one hundred two (102) feet, more or less, to land conveyed by Lucy A. Small to George Nickerson; thence southeasterly along said Nickerson land and parallel to the northeasterly side line of land now or formerly of Pettengill, a distance of sixty-two (62) feet; thence southwesterly and parallel to the southerly side line of said street or road, a distance of one hundred two (102) feet, more or less, to land formerly of said Pettengill; thence northwesterly along said Pettengill land, a distance of sixty-two (62) feet to the point of beginning.

Also another certain lot or parcel of land, with the buildings thereon, adjoining the above-described lot, and bounded and described as follows:



Beginning at a point the northeast side line of land now or formerly of Samuel Pettengill, which said point is at the most southerly corner of the above-described parcel of land, thence northeasterly along the southeasterly line of the above-described parcel of land, a distance of one hundred two (102) feet, more or less, to land now or formerly of Nickerson; thence southeasterly parallel with the northeasterly side line of land now or formerly of said Pettengill lot to lot water mark; thence southwesterly along the shore at low water mark to said Pettengill's line; thence northwesterly along said Pettengill's land to the point of beginning.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

3. Common Area Maintenance—Septic System Maintenance Standards.

a. The Septic System will be kept in good order and repair. The Owners will be solely responsible for costs of maintenance of the Septic System. Such maintenance obligations shall not affect the Owner's rights to or claims against third parties for damages or contribution for damages to the Septic System exceeding ordinary wear and tear.

b. Unless a special assessment is approved for improvements and repairs under the provisions of this Declaration, upkeep and maintenance of the Septic System will be limited to that required by virtue of ordinary wear. The terms of this Declaration shall not be construed to obligate the Owners to correct or repair any damage to the Septic System due to use solely attributable to any party having rights to the Septic System.

4. Owner's Responsibility for Repairs. Each Owner shall repair or cause to be repaired, at the Owner's own expense, any damage caused by such Owner to the Septic System that exceeds ordinary wear and tear via usage for ordinary family and residential purposes.

5. Unobstructed Passage. No Owner shall obstruct, hinder, or interfere, or permit the obstruction, hindrance or interference, with the free and uninterrupted use of the Septic System access by all Owners.

6. Assessments. Each Owner is required to pay annual and special assessments.

a. Each Lot shall be assessed and the Owner or Owners thereof shall pay a fraction of said requirements, the numerator of which shall be one (1) and the denominator of which shall be equal to the number of Lots subject to this Declaration. The maximum annual assessment for an Owner of a single Lot shall not exceed One Hundred Dollars (\$100.00) unless so approved by Owners entitled to vote for sixty percent (60%) of all Lots at an annual or special meeting. The sum due the Owners from each individual Owner shall constitute an assessment of Owners and unpaid assessments

shall constitute liens on the individual Lots, subject to foreclosure as hereinafter provided.

The annual Assessments shall be due and payable within thirty (30) days after the annual meeting.

b. Special Assessments. In addition to the annual assessments, the Owners may levy special assessments in any year for the purpose of defraying the cost of any necessary construction or reconstruction, or unexpected repair or replacement, of any portion of the Septic System and improvements, including the necessary fixtures and personal property related thereto, and the establishment of reasonable reserves and payment of debts associated therewith, provided that such special assessment shall have the assent of Owners voting for at least sixty percent (60%) of the Lots at the annual meeting or a special meeting called for such purpose.

Special assessments shall be due and payable within thirty (30) days of written notice of any approval of a special assessment unless the Owners adopt another due date, which shall be not less than thirty (30) days after written notice of such approval.

c. Effect of Non-Payment of Assessment. If any assessment or any other charges payable pursuant to this Declaration are not paid on the date when due as provided herein, then such assessments and charges shall become delinquent and shall, together with interest thereon and costs of collection, become a continuing lien upon the Lot and appurtenant easements against which such assessments are made and shall bind such property in the hands of the then Owner, his or her heirs, devisees, personal representatives, successors, and assigns. Such lien shall be prior to all other liens except: (a) tax or assessment liens on the lot by the taxing subdivision of any governmental authority, including but not limited to State, County, and Town taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering the Lot. The personal obligation of the then Owner to pay such assessment or charges shall remain the Owner's personal obligation and shall not pass to the Owner's successors in title (except insofar as the Lot remains subject to the lien imposed by this Declaration) unless expressly assumed by them.

If any assessment or charges are not paid within thirty (30) days after the delinquent date, the assessments or charges shall bear interest from the date of delinquency at the rate of five percent (5%) per annum and the Owners may bring an action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment or charges the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment or charges as above provided and a reasonable attorney fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for assessments provided herein by non-use of his or her Lot.

7. Enforcement. Each Owner shall have the right to enforce this Agreement against any other Owner by legal or equitable action.

8. Amendment. This Declaration may be amended only by a written agreement of all of the Owners. The covenants and restrictions of this Declaration shall run with and bind the land. Any amendment must be recorded.

9. Successors and Assigns. This Declaration shall be binding upon and inure to the benefit of the undersigned and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 10 day of November, ~~2015~~ 2017

[Signature pages follow.]

WITNESS:

**PHILIP A. COLE REVOCABLE TRUST**

Julio Steppitt

Joanna B Cole (pca)  
**PHILIP A. COLE, TRUSTEE**

Julio Steppitt

Joanna B Cole  
**JOANNA B. COLE, TRUSTEE**

STATE OF Iowa  
COUNTY OF Woodbury

~~2015~~ The foregoing instrument was acknowledged before me this 10 day of November,  
2017 by Philip A. Cole and Joanna B. Cole, Trustees of the Philip A. Cole Revocable Trust.

2017

[Signature]  
Notary Public/Maine Attorney-at-Law

Print Name: Tim Sudbeck

Commission Expires: 06/11/2020  
(Affix Notarial Seal)



**TIM SUDBECK**  
Commission Number 784551  
My Commission Expires  
06/11/2020