

Town of Windham

Office of the Town Manager
8 School Road
Windham, ME 04062

Susan R. Rossignol, Finance Director
srossignol@windhammaine.us

207.892.1907 voice
207.892.1910 fax

MARK S. PLUMMER
LANDING REAL ESTATE
79 TANBERG TRAIL

RE: PUCHASE CONTRACT REQUEST

PURCHASE - 67 FORBES LANE, WINDHAM, MAINE - (VACANT LOT)

SELLER: MARK S. PLUMMER

AGENT: LANDING REAL ESTATE

"REQUESTED CONFIRMATION OF FUNDS FROM THE TOWN OF WINDHAM TO COMPLETE PURCHASE"

I CERTIFY THAT FUNDS ARE AVAILABLE - FY22 BUDGET CAPITAL ACCT RESERVE (19100-47430)

PURCHASE PRICE:	\$100,000.00
EARNEST MONEY: 9/21/21 - CK# 20790	-\$10,000.00
BALANCE DUE AT CLOSING	\$90,000.00

100,000
<3,000> Gift to
Town
97,000

Witness my hand and seal this 23rd day of September 2021.

Witness:

Judith H. Vance

Susan R. Rossignol

SUSAN R. ROSSIGNOL
FINANCE DIRECTOR
TOWN OF WINDHAM, MAINE

STATE OF MAINE
COUNTY OF CUMBERLAND, SS

SEPTEMBER 23, 2021

When personally appeared the above-named Susan R. Rossignol, Finance Director of the Town of Windham and acknowledged the following instrument to be his/her free act and deed and the free act of the Town of Windham.

Before me:

Linda S. Morrell
Notary Public

LINDA S. MORRELL
Notary Public - Maine
My Comm. Expires April 12, 2023
Commission expires: _____

PURCHASE AND SALE AGREEMENT - LAND ONLY
("days" means business days unless otherwise noted, see paragraph 20)

September 21, 2021
Offer Date

9/23, 2021 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Town of Windham ("Buyer") and Mark S. Plummer ("Seller").
2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ☒ all ☐ part of (if "part of" see para. 22 for explanation) the property situated in municipality of Windham, County of Cumberland, State of Maine, located at 67 Forbes Lane (Vacant Lot) and described in deed(s) recorded at said County's Registry of Deeds Book(s) 36628, Page(s) 1.
3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$100,000.00. Buyer ☒ has delivered; or ☐ will deliver to the Agency within _____ days of the Effective Date, a deposit of earnest money in the amount \$10,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered N/A. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.
- This Purchase and Sale Agreement is subject to the following conditions:
4. ESCROW AGENT/ACCEPTANCE: Landing Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 22, 2021 (date) 5:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.
5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on October 29, 2021 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.
6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.
7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.
9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) None. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.
10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____

* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☒ No

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. **FINANCING:** Buyer's obligation to close:

Not Subject to Financing

~~[X] is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.~~

is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within 7 days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than 2 days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

Buyer's ability to purchase ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.

Subject to Financing

☐ Buyer's obligation to close is subject to financing as follows:

- a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
- d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- f. Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.
- g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

12. **BROKERAGE DISCLOSURE:** Buyer and Seller acknowledge they have been advised of the following relationships:

Sam Heath	(021112)	of	Landing Real Estate	(2737)
Licensee	MLS ID		Agency	MLS ID

is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

Lawrence Eliason	(506023) of	Butts Commercial Brokers	(3207)
Licensee	MLS ID	Agency	MLS ID

is a ☐ Seller Agent ☒ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Property Disclosure Form.

14. **DEFAULT/RETURN OF EARNEST MONEY:** Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. **MEDIATION:** Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. **PRIOR STATEMENTS:** Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

17. **HEIRS/ASSIGNS:** This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. **COUNTERPARTS:** This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. **NOTICE:** Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. **EFFECTIVE DATE/BUSINESS DAYS:** This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. **OTHER CONDITIONS:** Purchase subject to Windham Town Council Approval on or before October 12, 2021.

23. **GENERAL PROVISIONS:**

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. **ADDENDA:** ☐ Yes ☒ No Explain: _____

25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is 8 School Road, Windham, ME 04062

<u>[Signature]</u>	<u>9/21/2021</u>	BUYER	DATE
BUYER Town of Windham	DATE	BUYER	DATE
<u>Town Manager</u>	DATE	BUYER	DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is

<u>[Signature]</u>	<u>9/22/2021</u>	SELLER	DATE
SELLER Mark S. Plummer	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ ☐ AM ☐ PM.

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
The Buyer hereby accepts the counter offer set forth above.			
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE



ADDENDUM 1 TO AGREEMENT

Addendum to contract dated September 21, 2021
between Mark S. Plummer (hereinafter "Seller")
and Town Of Windham (hereinafter "Buyer")
property located at 67 Forbes Ln, Windham,

Buyer and seller agree that seller will gift the town of Windham \$3,000 within 1 day of the closing.

[Handwritten signature]

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

[Signature] 9/23/2021
Buyer Date
Town Of Windham

[Signature] 9/22/2021
Seller Date
Mark S. Plummer

Buyer Date

Seller Date

Buyer Date

Seller Date

Buyer Date

Seller Date



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Mark Plummer

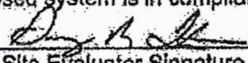

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. of Health & Human Services
Division of Environmental Health, 11 SHS
(207) 287-6872 Fax: (207) 287-4172

PROPERTY LOCATION		>> CAUTION: LPI APPROVAL REQUIRED <<	
City, Town, or Plantation	WINDHAM	Town/City	Permit #
Street or Road	67 FORBES LANE	Date Permit Issued	Fee: \$ Double Fee Charged []
Subdivision, Lot #	VARNEY MILL ESTATES - LOT 32		L.P.I. #
OWNER/APPLICANT INFORMATION		Local Plumbing Inspector Signature	
Name (last, first, MI)	PLUMMER, MARK S.	<input type="checkbox"/> Owner <input type="checkbox"/> Town <input type="checkbox"/> State	
Mailing Address of Owner/Applicant	P.O. BOX 3824 PORTLAND, ME 04104	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Daytime Tel. #	(207) 409-6711	Municipal Tax Map # Lot #	
OWNER OR APPLICANT STATEMENT		CAUTION: INSPECTION REQUIRED	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
Signature of Owner or Applicant		Local Plumbing Inspector Signature	
Date		(1st) Date Approved	
		(2nd) Date Approved	

PERMIT INFORMATION	
TYPE OF APPLICATION <input checked="" type="checkbox"/> 1. First Time System <input type="checkbox"/> 2. Replacement System Type replaced: _____ Year installed: _____ <input type="checkbox"/> 3. Expanded System <input type="checkbox"/> a. <25% Expansion <input type="checkbox"/> b. >25% Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion	THIS APPLICATION REQUIRES <input checked="" type="checkbox"/> 1. No Rule Variance <input type="checkbox"/> 2. First Time System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 3. Replacement System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Permit
SIZE OF PROPERTY 35,000 ± <input type="checkbox"/> SQ. FT. <input type="checkbox"/> ACRES	DISPOSAL SYSTEM TO SERVE <input type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: _____ <input checked="" type="checkbox"/> 2. Multiple Family Dwelling, No. of Units: <u>2</u> <input type="checkbox"/> 3. Other: _____ (specify) _____ Current Use <input type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input checked="" type="checkbox"/> Undeveloped
SHORELAND ZONING <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DISPOSAL SYSTEM COMPONENTS <input checked="" type="checkbox"/> 1. Complete Non-engineered System <input type="checkbox"/> 2. Primitive System (graywater & alt. toilet) <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input type="checkbox"/> 6. Non-engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System (2000 gpd or more) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) <input type="checkbox"/> 11. Pre-treatment, specify: _____ <input type="checkbox"/> 12. Miscellaneous Components
	TYPE OF WATER SUPPLY <input type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input checked="" type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)			
TREATMENT TANK <input checked="" type="checkbox"/> 1. Concrete <input type="checkbox"/> a. Regular <input type="checkbox"/> b. Low profile <input type="checkbox"/> 2. Plastic <input type="checkbox"/> 3. Other: _____ CAPACITY: <u>1,500</u> GAL.	DISPOSAL FIELD TYPE & SIZE <input checked="" type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input type="checkbox"/> 3. Proprietary Device <input type="checkbox"/> a. Cluster array <input type="checkbox"/> c. Linear <input type="checkbox"/> b. Regular load <input type="checkbox"/> d. H-20 load <input type="checkbox"/> 4. Other: _____ SIZE: <u>1,000</u> sq. ft. <input type="checkbox"/> in. ft.	GARBAGE DISPOSAL UNIT <input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe If Yes or Maybe, specify one below: <input type="checkbox"/> a. Multi-compartment tank <input type="checkbox"/> b. _____ tanks in series <input type="checkbox"/> c. Increase in tank capacity <input type="checkbox"/> d. Filter on tank outlet	DESIGN FLOW <u>360</u> gallons per day BASED ON: <input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s)) <input type="checkbox"/> 2. Table 4C (other facilities) SHOW CALCULATIONS for other facilities 2 UNITS OF 2 BEDROOMS EACH
SOIL DATA & DESIGN CLASS PROFILE <u>B</u> CONDITION <u>B</u> at Observation Hole # <u>TP-1</u> Depth <u>>54"</u> of Most Limiting Soil Factor	DISPOSAL FIELD SIZING <input checked="" type="checkbox"/> 1. Medium— 2.6 sq. ft. / gpd <input type="checkbox"/> 2. Medium Large— 3.3 sq. ft. / gpd <input type="checkbox"/> 3. Large— 4.1 sq. ft. / gpd <input type="checkbox"/> 4. Extra Large— 5.0 sq. ft. / gpd	EFFLUENT/EJECTOR PUMP <input type="checkbox"/> 1. Not Required <input type="checkbox"/> 2. May Be Required <input type="checkbox"/> 3. Required Specify only for engineered systems: DOSE: _____ GAL.	<input type="checkbox"/> 3. Section 4G (meter readings) ATTACH WATER METER DATA LATITUDE AND LONGITUDE at center of disposal area Lat. <u>43</u> d <u>50</u> m <u>05.8</u> s Lon. <u>-70</u> d <u>25</u> m <u>04.0</u> s

SITE EVALUATOR STATEMENT			
I certify that on <u>8-12-21</u> (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).			
 Site Evaluator Signature	<u>355</u> SE #	<u>8-17-21</u> Date	
Gary M. Fullerton Site Evaluator Name Printed	<u>(207) 200-2063</u> Telephone Number	<u>gfullerton@sebagotechnics.com</u> E-mail Address	Page 1 of 3 HHE-200 Rev. 08/2011

Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.

21708HHE

Maine Dept. of Health & Human Services
Division of Environmental Health, 11 SHS
(207) 287-5672 Fax: (207) 287-4172

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Town, City, Plantation
WINDHAM

Street, Road, Subdivision
67 FORBES LANE

Owner or Applicant Name
PLUMMER, MARK S.

IPF = IRON PIN FOUND
TP = TEST PIT B = BORING

SITE PLAN

SCALE: 1" = 60'

SITE LOCATION PLAN



PROPOSED
DISPOSAL FIELD

EXISTING
PATH

TP-1

PROPOSED DUPLEX
2 BEDROOMS EACH
(APPROX.)

PROPERTY
LINE

FORBES LANE



SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP-1 ☒ Test pit ☐ Boring
1-2 " Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
LOAMY SAND	FRIABLE	DARK YELLOWISH BROWN	NONE OBSERVED
GRAVELLY COARSE SAND	LOOSE	LIGHT YELLOWISH BROWN	
LIMIT OF EXCAVATION = 54"			

Soil Classification
6 Profile B Condition

Slope
0-3 %

Limiting Factor
>54 "

☐ Ground Water
☐ Restrictive Layer
☐ Bedrock
☐ Pit Depth

Observation Hole ☐ Test pit ☐ Boring
" Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling

Soil Classification
Profile Condition

Slope
%

Limiting Factor
"

☐ Ground Water
☐ Restrictive Layer
☐ Bedrock
☐ Pit Depth

Site Evaluator Signature
Site Evaluator Signature

355
SE #

8-17-21
Date

Page 2 of 3
HHE-200 Rev. 02/11

General Notes
(attachment to form HHE-200)
<1,000 gpd Septic System

1. The nature of the site evaluation profession is one of interpretation of soil and site conditions. We, in the field, attempt to both provide a satisfactory service to the client, and comply by the rules by which we are bound - The Maine Subsurface Wastewater Disposal Rules. If at any time you, the client, are not satisfied with the service provided or the results found, it is your right to hire another site evaluator for a second opinion.
2. Property Information is supplied by the owner, applicant or representative. Such information presented herein shall be verified as correct by the owner or applicant prior to signing this application.
3. All work shall be in accordance with the Maine Subsurface Wastewater Disposal Rules dated 8/3/15, as amended.
4. All work on the disposal field should be performed under dry conditions.
5. No vehicular or equipment traffic to be allowed on disposal area unless H-20 load is specified. Disposal field shall be constructed from outside the corner stakes located in the field. The downslope area is also to be protected in the same manner.
6. Backfill, if required, is to be gravelly coarse sand texture and to be free of foreign debris (per Table 11A of the Maine Subsurface Wastewater Disposal Rules). If backfill is coarser than original soil, then mix a minimum of 4" of backfill material into original soil.
7. No neighboring wells are apparent (unless so indicated) within 100' of disposal area. Owner or applicant shall verify this prior to signing the application.
8. The disposal field stone shall be clean, uniform in size and free of fines, dust, ashes, or clay. It shall have a nominal size of $\frac{3}{4}$ " or $1\frac{1}{2}$ " (per Table 11B of the Maine Subsurface Wastewater Disposal Rules).
9. Minimum separation distances required (unless reduced by variance or special circumstance).
 - a) wells with water usage of 2000 or more gpd or public water supply wells:

Disposal Fields:	300'
Treatment Tanks:	150'
 - b) potable water supply to disposal field: 100'
 - c) potable water supply to treatment tank: 50'
 - d) treatment tank or disposal field to lake, river, stream or brook: 100' for major watercourse,
50' for minor watercourse
 - e) house to treatment tank: 8'
 - f) house to disposal field: 20'
- For all other separation distances, use separations for less than 1,000 gpd per Maine Subsurface Wastewater Disposal Rules Table 7B for first-time systems and Table 8A for replacement systems.
10. Location of septic system near a wetland may require a separate permit. As such, the owner, prior to construction of the septic system, shall hire a professional to evaluate proximity of adjacent wetlands and prepare necessary permit applications.
11. Garbage disposals are not recommended and, if installed, are done so at the owner's risk. The additional waste load requires increased maintenance frequency and may cause premature failure of disposal field.
12. Pump stations, when required, shall be installed watertight to prevent infiltration of ground and/or surface water.
13. Force mains and pressure lines shall be flushed of any foreign material and pumps shall be checked for proper on/off cycle before being put into service.
14. Force mains, pump stations, and/or gravity piping subject to freezing shall be installed below frost line or adequately insulated.

Sebago Technics, Inc., 75 John Roberts Rd., Suite 4A, South Portland, ME 04106-6963 (207) 200-2063

02/18

67 FORBES LN

Location 67 FORBES LN

Mblu 19B/ 32/ / /

Acct# P5093R

Owner PLUMMER MARK S

Assessment \$108,600

PID 9009

Building Count 1

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$108,600	\$108,600

Owner of Record

Owner PLUMMER MARK S

Sale Price \$0

Co-Owner

Certificate

Address PO BOX 3824

Book & Page 36628/1

PORTLAND, ME 04104

Sale Date 04/24/2020

Instrument WD

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PLUMMER MARK S	\$0		36628/1	WD	04/24/2020
PLUMMER F S CO INC	\$0		3961/262		01/04/1976
VARNEY MILL ESTATES COMMON LAND	\$0		0000/0000		11/01/1971

Building Information

Building 1 : Section 1

Year Built:

Living Area: 0

Replacement Cost: \$0

Building Percent Good:

Replacement Cost

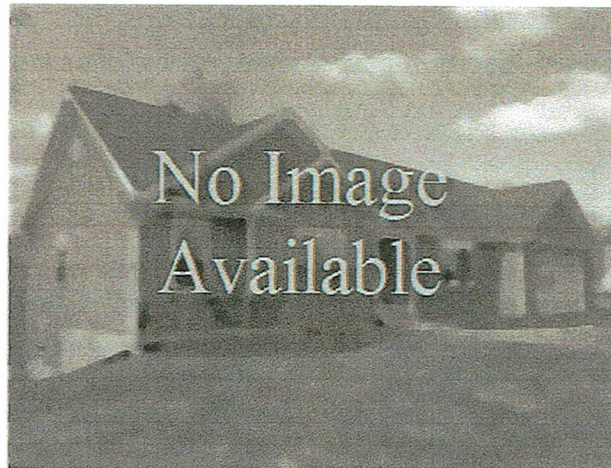
Less Depreciation: \$0

Building Attributes	
Field	Description

Handwritten signature/initials.

Style	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Usrflid 103	
Usrflid 104	
Usrflid 105	
Usrflid 106	
Usrflid 107	
Num Park	
Fireplaces	
Usrflid 108	
Usrflid 101	
Usrflid 102	
Usrflid 100	
Usrflid 300	
Usrflid 301	

Building Photo



(<http://images.vgsi.com/photos/WindhamMEPhotos/default.jpg>)

Building Layout

(ParcelSketch.ashx?pid=9009&bid=21069)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

34

Extra Features	Legend
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	1300	Size (Acres)	0.81
Description	UNDEV LOT	Frontage	
Zone	RM	Depth	
Neighborhood	5030	Assessed Value	\$108,600
Alt Land Appr	No		
Category			

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$108,600	\$108,600
2021	\$0	\$108,600	\$108,600
2021	\$0	\$108,600	\$108,600

[Handwritten signature]

STATE OF MAINE
BUREAU OF PARKS & RECREATION
LAND & WATER CONSERVATION FUND
and
MUNICIPAL RECREATION FUND
PROJECT AGREEMENT

Political Subdivision TOWN OF WINDHAM
Project Title WINDHAM RECREATION FACILITIES
Project Period 7-13-80 to 12-31-85 Project No. 23-00493

Project Scope:

This project is for the acquisition of 18+ acres in fee, and subsequent development of a soccer field and track, and re-development of tennis courts by the Town of Windham, located adjacent to the schools on Route 202.

Also included are landscaping, fencing, lighting, signing, engineering, and inspection.

Project Costs: Total \$179,600 Federal \$89,800 Local \$89,800

THIS AGREEMENT is hereby made between the STATE OF MAINE, by and through the BUREAU OF PARKS AND RECREATION, hereinafter called the State, and the ~~XXXXX~~ (Town) of Windham hereinafter called the Recipient.

WITNESS:

WHEREAS, the United States of America, represented by the Director, Heritage Conservation and Recreation Service, United States Department of the Interior, and the State of Maine have entered into an agreement (which, with its attachments and all regulations and provisions incorporated therein, is hereinafter referred to as the "Project Agreement") pursuant to the Land & Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) providing for the acquisition and/or construction of the above described project (hereinafter referred to as the "Project"), for the benefit of the Recipient; and,

WHEREAS, the Project Agreement between the United States of America and the State imposes responsibilities upon the State which the State has assured the United States of America will apply to the Recipient and which the Recipient agrees to perform;

NOW THEREFORE, for valuable consideration, the State and the Recipient agree as follows:

1. The Project Agreement is hereby attached and made a part of this Agreement, and the Recipient hereby agrees to discharge, perform, and fully satisfy all provisions of the Project Agreement directly or indirectly applicable to the Recipient, and the Recipient further agrees that it shall not, through any act or omission, violate any provision of the Project Agreement.
2. In connection with all phases of the Project, including all work to be performed in the development thereof, the Recipient agrees as follows:

- A. The Recipient shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646, 84 Stat. 1894) including amendments thereto and regulations thereunder, as provided by 1 M.R.S.A. 901 et seq.
 - B. The Recipient agrees to execute and complete the Project in strict accordance with the above referenced Project Scope and the other terms and conditions hereof. Subsequent to this Agreement, any change in the use or any substantial change in the design or arrangement of the Project must have the prior written approval of the State and the Heritage Conservation and Recreation Service of the U. S. Department of the Interior.
 - C. The Recipient shall not advertise any work on the Project for bidding, enter into any contract for work to be performed, or undertake any work on the Project unless and until the Recipient shall have submitted reasonably detailed plans and specifications for the Project to the State for approval and shall have received written approval of the State.
 - D. All contracts for work on the Project shall be awarded through competitive bidding and shall be subject to the prior approval of the State.
 - E. The Recipient shall establish a separate account for all funds received and expended in connection with the Project and shall preserve (and permit inspection of) such financial records until an audit is made by the United States Government, but in no case for less than three (3) years following final completion of the Project.
 - F. The eligibility for reimbursement by the State of any cost incurred or proposed to be incurred in connection with the Project shall be determined by the Director of the Bureau of Parks and Recreation in accordance with the criteria set forth in the Heritage Conservation and Recreation Service Grants-in-Aid Manual and any replacements or amendments thereto.
 - G. The Recipient agrees to repay any funds received for costs determined to be non-allowable by a post audit of the Project accounts.
3. The Recipient agrees that it shall, at its sole cost and expense, retain title to and management over all land acquired and improvements thereon developed in connection with the Project (such land and improvements hereinafter referred to as the "Facilities") and operate the Facilities in a first-class manner for the use of the general public for the lifetime of the Facilities. Without limitation of the foregoing, the Recipient shall, at its sole cost and expense, comply with the following particular requirements:
- A. The Recipient shall own and operate the Facilities and shall not sell, assign, transfer, lease, encumber or create or suffer any lien upon, the Facilities or any part thereof. The Facilities shall at all times be used exclusively for public outdoor recreation in accordance with the terms of this Agreement, unless prior written approval of any change of use is obtained from the State and the Heritage Conservation and Recreation Service. The Facilities shall be kept open to the public at reasonable hours and times of the year consistent with the types of recreational opportunities offered therein, and shall be open to use and entry by all members of the public, regardless of race, color, creed, national origin, sex or place of residence, who are eligible according to reasonable rules and regulations for the use of the Facilities adopted by the Recipient in accordance with the Project Agreement.
 - B. The Facilities shall be operated and maintained to present an attractive and inviting appearance to the public to the satisfaction of the Director of the Bureau of Parks and Recreation. The Recipient shall provide and maintain adequate sanitation and sanitary facilities and all the Facilities shall be maintained and operated in accordance with the applicable Federal, State and Local laws, ordinances, codes, rules, regulations and standards. The Recipient shall keep the Facilities safe for public use in good, operable condition and repair.
4. Upon request of the State, the Recipient shall, at its own cost and expense, keep any buildings, improvements or equipment, as designated by the State, forming part of the Facilities, insured against loss or damage by fire, lightning, vandalism, malicious mischief, theft and such other risks as may be included in the broadest form of extended coverage available in an amount determined from time to time by the State to the full insurable value thereof.
5. Upon request of the State, the Recipient shall, at its own cost and expense, provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Facilities, or respecting the use of any vehicle or equipment used by the Recipient in connection with the Project or the Facilities, such insurance to be in form and amount determined from time to time by the State.
6. All insurance provided by the Recipient pursuant to this Agreement shall be carried by responsible companies satisfactory to the State. Certificates evidencing such policies shall be furnished to the State and shall require thirty (30) days prior written notice to the State of any cancellation or modification thereof.
7. The Recipient understands and agrees that by executing this Agreement and receiving the benefits hereof, it is irrevocably binding itself to operate, maintain, and care for the Facilities, all at its sole cost and expense, and in accordance with the provisions of this Agreement. If the Recipient fails to fulfill any of its obligation hereunder, including without limitation of those relating to the operation, insurance, maintenance and repair of the Facilities, the State may, at its election, in addition to other rights it may have hereunder or at law or in equity, operate and insure the Facilities, provide such

maintenance and repairs and/or otherwise perform the obligations of the Recipient for and on account of the Recipient, in which event any amounts so expended by the State shall become an account due and payable by the Recipient to the State and the Recipient shall promptly reimburse the State for all such amounts. If the Recipient fails to make such payment promptly upon request, the State may withhold all or any part of any other monies which may be payable to the Recipient under other State programs, by invoking the provisions of 5 M.R.S.A. §113 or otherwise.

8. The Recipient shall post in a prominent place on the Facilities, and shall maintain in good condition, a sign, approved by the State, giving public acknowledgment of assistance from the Land and Water Conservation Fund.
9. The Project and the Facilities, and all records pertaining thereto, shall at all reasonable times be open and available for inspection by the State, its agents and designees.
10. To the extent such funds are available, the State shall set aside from the Municipal Recreation Fund (established pursuant to 12 M.R.S.A. §602(14) for the Recipient \$ _____ (hereinafter referred to as the "State Project Funds"), to be used in connection with the Project. Upon submission to the State of evidence satisfactory to the State that the Recipient has or will incur acquisition and/or construction costs in connection with the Project which are reimbursable hereunder, the State shall tender to the Recipient that portion of such costs which is required to pay the State's share thereof, which share shall be _____ percent, but in no event shall the aggregate amount payable by the State hereunder exceed the amount of the State Project Funds.
11. The Recipient shall indemnify, defend and save the State harmless from and against any and all claims, expenses, damages, injuries, liabilities and costs (including reasonable attorneys' fees and court costs) arising out of or in any way in connection with the construction, operation, use or maintenance of the Project and the Facilities, or any accident or occurrence therein or thereon.
12. The provisions of 5 M.R.S.A. §784 (2), regarding non-discrimination in employment, are hereby incorporated into this Agreement by reference as if the same were set out in full herein.
13. The following terms and conditions are made a part of this Agreement:

The State agrees to comply with the terms and intent of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat 1894, (1970) and the applicable regulations and procedures of the Department of the Interior implementing such Act.

Reference to BOR or HCRS to be read as NPS.

The conversion restrictions of Sec. 6.f. of the Land and Water Conservation Fund apply to that area shown on the attached Project Area Map dated 7-8-82. This map is attached to and made a part of this Agreement

The facilities shall be open to the general public according to the State-approved current Joint-Use Schedule.

The project site shall be adequately signed to indicate (a) that it is a public recreation facility and (b) the hours it will be available for use by the general public.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized agents, executed this Agreement as of the date entered below.

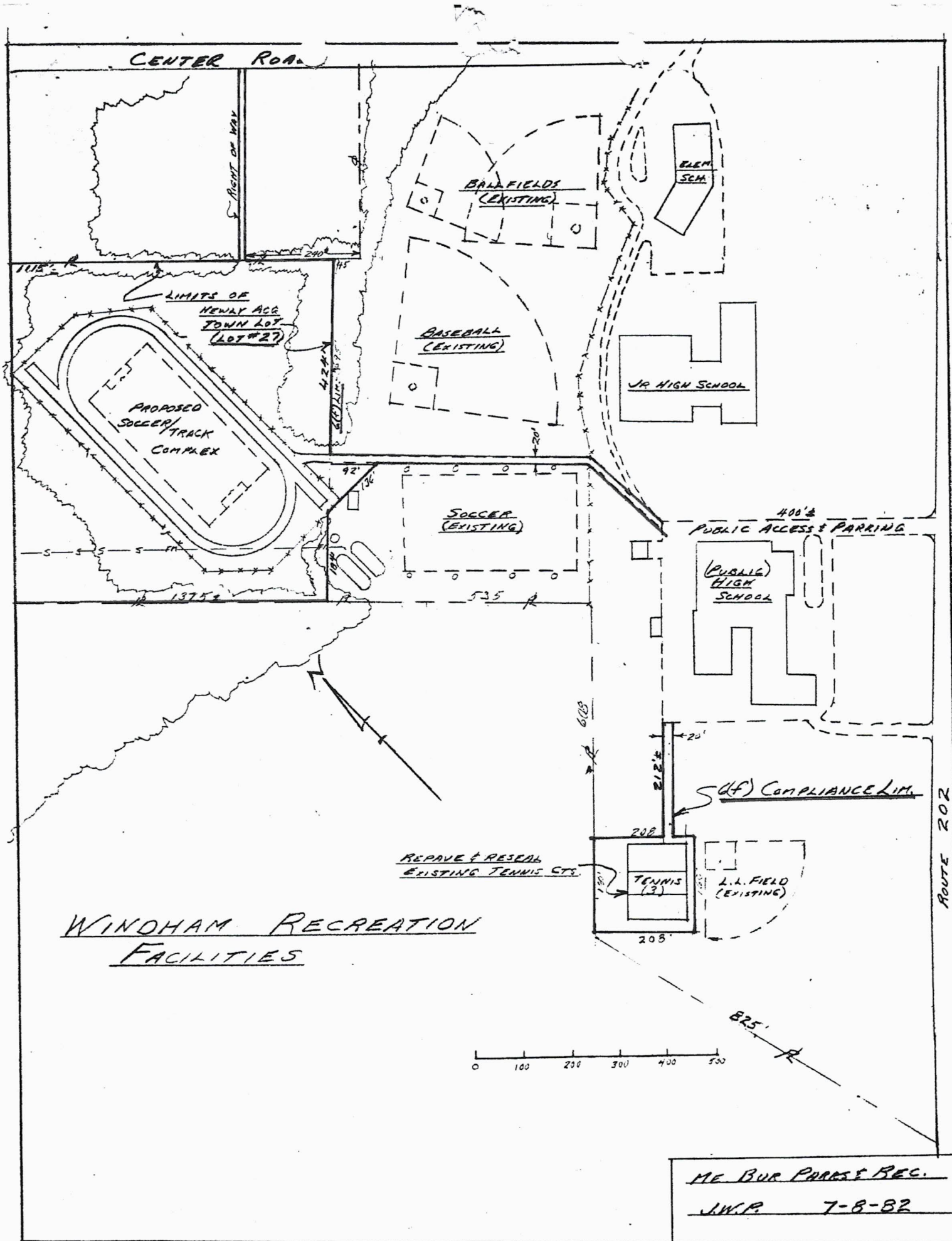
Date Sept. 22, 19 82

Pre-approved as to form by the Office of the Attorney General March, 1978.

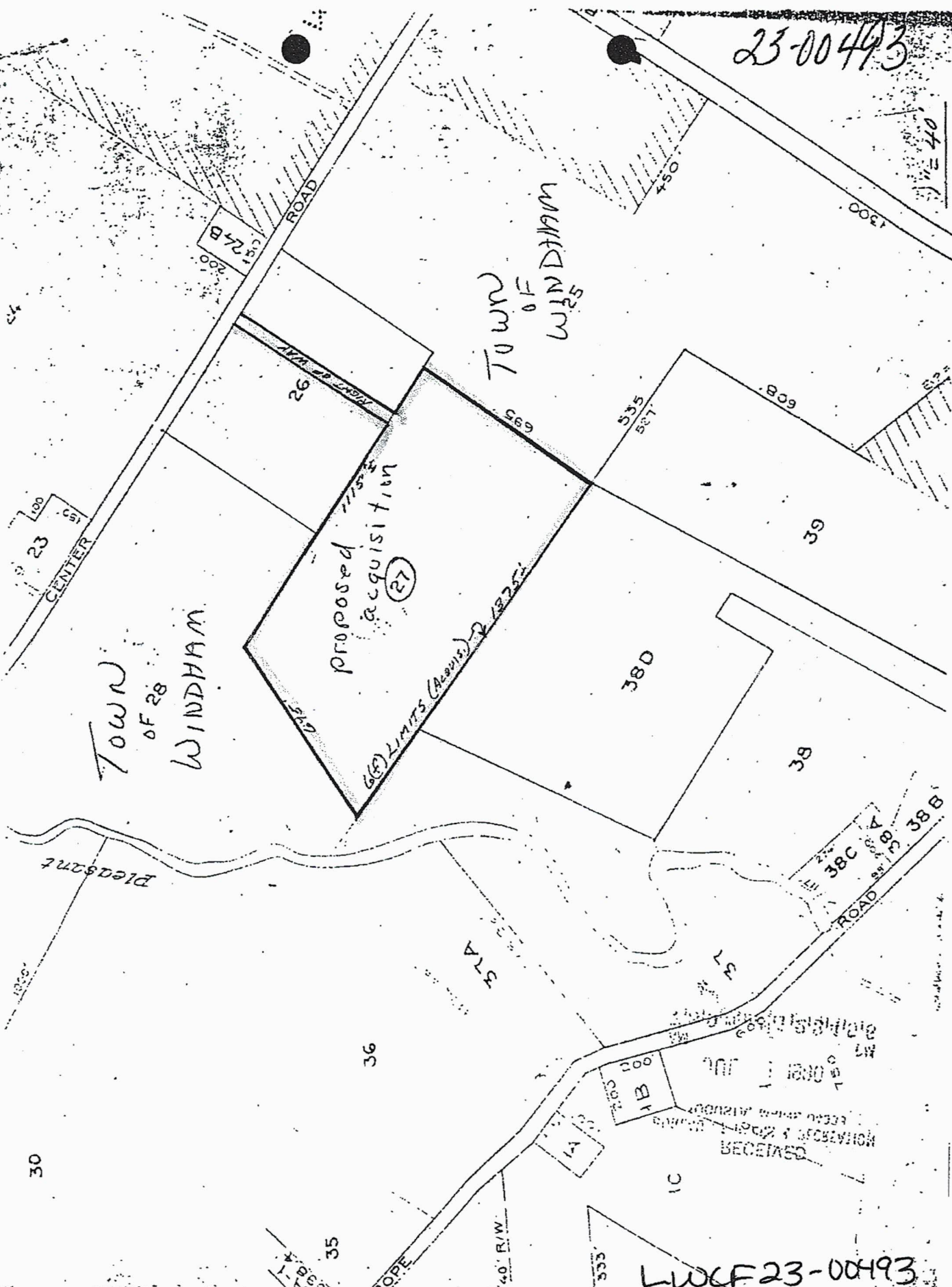
Preapproved as to form by the Contract Review Committee March, 1978.

STATE OF MAINE
BY: Fred M. Bartlett
Fred M. Bartlett, Director
Finance and Community Services

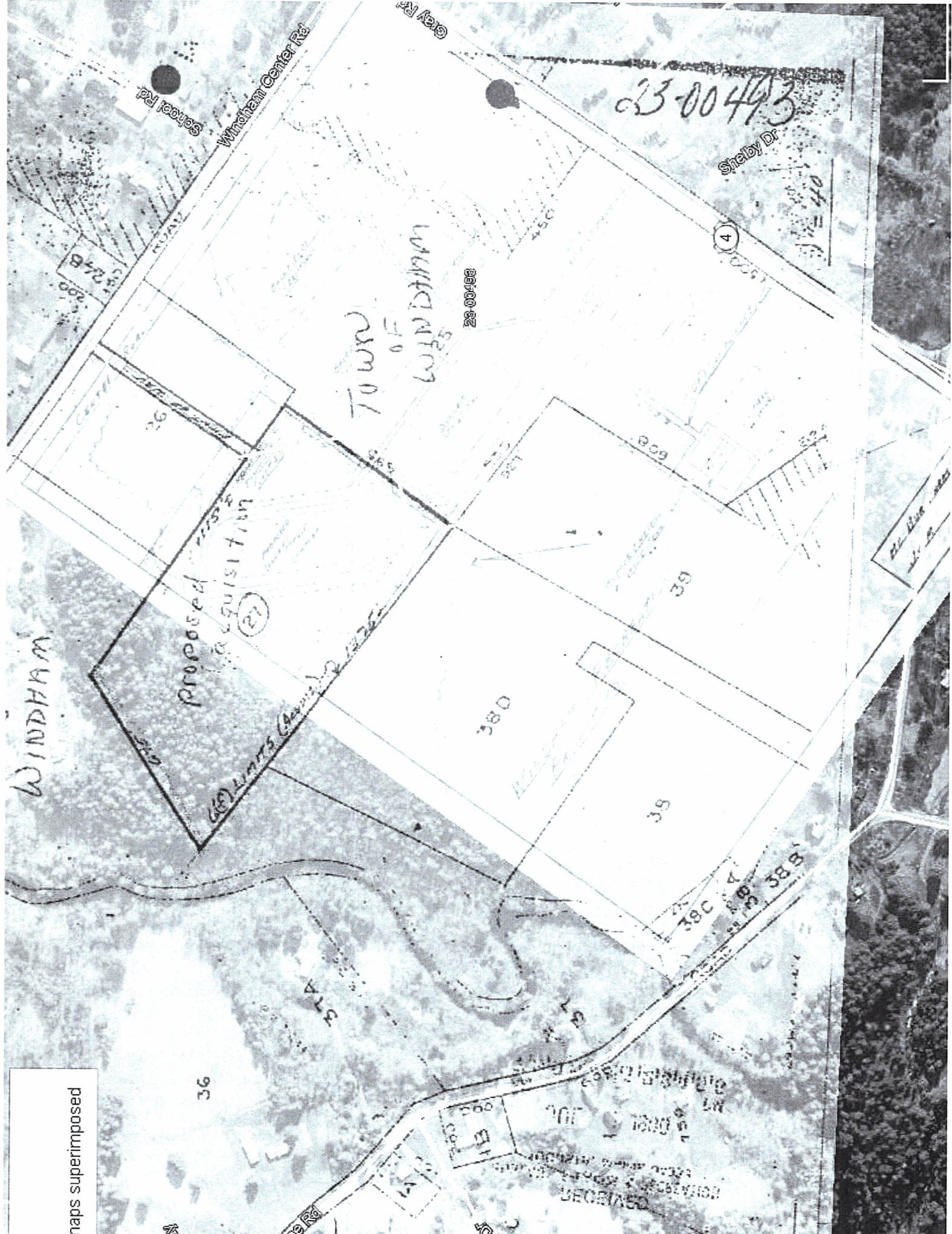
RECIPIENT
Town ~~XXXXX~~ of WINDHAM
By: Kathleen Jenks
Kathleen Jenks
Town Manager



23-00493



WOLF 23-00493



maps superimposed