



Robert Burns
Town Manager
rjburns@windhammaine.us
207.892.1907

Date TBD

Re: North Windham Wastewater Treatment Facility

Dear Business Owner or Business Tenant:

The construction of the North Windham Sewer System is well underway with the treatment facility progressing on schedule for full service to start on April 17, 2026. The main line collection system was completed this fall. The Town is embarking on a project to connect over 50 properties, including more than 100 businesses to the collection system. The Service Connection Program team is working to collect specific site data and prepare connection designs through the Spring of 2026. This will involve meeting with business owners and obtaining these necessary signed documents:

1. North Windham Sewer Connection Program Participation Agreement or Participation Opt Out
2. North Windham Ability to Serve letter
3. North Windham Sewer Permit Application
4. Temporary Construction and Access Easement
5. Sewer Connection Plot Plan (initialed)
6. Transfer of Ownership of lines and E-One pump stations

Sewer service connection construction will begin in Spring 2026 through Fall 2026. The Town will be reaching out over the coming weeks. If you would like to reach out to the town to provide current or appropriate contact information or arrange to meet please reach out to one of the following people:

Town Contacts:

1. Tom Bartell, thbartell@windhammaine.us, 892-1936
2. Mark Arienti, mtarienti@windhammaine.us, 892-1909

The proposed sewer rate is \$16 per HCL. The average gravity pipeline connection is valued at \$20,000, and the average low-pressure pump and piping system value is \$30,000.

We look forward to meeting you and working with you on this project for an environmentally responsible business district with expanded service capabilities.

Sincerely,

Robert Burns
Town Manager

Timeline

Dec. 1st – Dec. 4th - Documents prepared for sample packet publication with the Council's agenda on December 4th

***Notice to Business Letter** – general information and to include these documents:

1. North Windham Sewer Connection Program Participation Agreement or Participation Opt Out
2. North Windham Ability to Serve letter (initialed)
3. North Windham Sewer Permit Application
4. Temporary Construction and Access Easement
5. Sewer Connection Plot Plan (initialed)
6. Transfer of Ownership of lines and E-One pump stations

Dec. 9th – Council Meeting Discussion (NW Sewer Rate set) and sample “packet” to business owners provided

December –

1. Identify restaurants in service area and inspect grease collection measures.
2. Coordinate with Charlene and her team at PWD to inspect FOG tanks.
3. Identify all oil/gas separators.
4. Letter to businesses regarding onsite inspections.

January – Public announcements start

January – February – 60 days to finish all folders (have the signoffs, priority schedule, convey this schedule to Shaw Brothers)

March 1, 2026 – Shaw Brothers to start with connections

June 2026 – Oil & Water separator and FOG tank inspections

Follow up every 2-3 months on compliance for initial installments



Robert Burns
Town Manager
rjburns@windhammaine.us
207.892.1907

Town of Windham

North Windham Sewer Connection Program (NWSCP)

Participation Agreement

Name of Participant: _____

Address of property _____

Name(s) of Legal owners: _____

Map/Lot: _____ PWD Billing Account # _____

Terms and Conditions (please read and sign):

1. The NWSCP applies to the acquisition and installation of materials and equipment, located outside of existing structures but within user parcel boundaries, necessary to connect the property sewer outfall to the public collection system. Specifically excluded from this program are any upgrades, i.e. plumbing, electrical, grease trap, etc. within existing structures which may be required to accommodate the new sewer connection. The undersigned owner of Property within the NWSCP area (the "Participant") agrees to participate in this program subject to the following terms and conditions.
2. The Participant agrees to allow property access to representative(s) and contractors of the Town of Windham or its agents and designees for the purpose of designing and estimating the cost of the connection project.
3. The Participant agrees to participate cooperatively with the Town to develop a sewer parcel connection plan, and construction timeline within 30 calendar days of receipt of the original connection design plan, if necessary.
4. The Participant agrees to provide a signed Temporary Construction Easement, in a form acceptable to the Town, prior to construction and installation. Construction and installation will not commence unless and until an executed Temporary Construction Easement is delivered to the Town.
5. All costs and expenses incidental to the installation and connection of the building sewer not expressly approved within this program shall be borne by the Participant. Such uncovered costs shall be specified prior to the initiation of installation and connection and shall be binding upon the property owner.
6. The Participant agrees to accept ownership of all materials and equipment provided by or paid for by this program upon project completion, and to accept any transfer documents for the same required by any contractor or vendor. Such materials and equipment shall be accepted in an as-is, where-is condition. Maintenance and replacement of any such materials and equipment following the completion of installation becomes the exclusive responsibility of the Participant; the Town bears no such responsibility whatsoever.
7. The Participant may accept any warranties of workmanship, materials, and/or equipment provided upon completion of the connection project by each respective vendor. However, the Participant

understands and agrees that such warranties, to the extent accepted, shall be the only warranties covering any and all products and services provided under the NWSCP. It is understood that the Town of Windham expressly disclaims any and all such warranties on the completed work and performance of the same.

8. All work and materials will conform to Town of Windham Sewer Ordinance and Portland Water District Construction Specifications. The Participant agrees to abide by the provisions of this application and the Sewer Use Ordinance established by the Town of Windham, as the same may be amended from time to time.
9. The Participant agrees to indemnify and hold harmless the Town and its agents and employees from and against all claims, including attorney's fees, arising out of the performance of the work, and the performance of the sewer connection upon completion, provided that any such claim (a) is caused in whole or in part by the negligent act or omission of the Participant, its agents or employees, and (b) is not caused solely by the negligent act or omission of the Town, its agents or employees. Under no circumstances shall Paragraph 9 be interpreted to waive or otherwise limit the immunities and limitations of liability available to the Town of Windham under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or as otherwise available under applicable law.
10. This Agreement shall be binding upon the Participant, their/its heirs, successors, and assigns. The Participant agrees that to the extent the subject property is transferred prior to the completion of the work contemplated under this Agreement that this Agreement shall be assigned to the new owner as a condition of such transfer.
11. This Agreement sets forth the full and exclusive understanding of the parties regarding the subject matter stated herein, to the exclusion of all prior agreements, written, oral, or otherwise. By executing below, the Participant warrants and certifies that they have the authority to bind the owner of the participating property. To the extent any portion of this Agreement is deemed illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. In no event shall any ambiguity within this Agreement be construed against either party.
12. This is a legally binding agreement and not mere recitals. The Participant acknowledges that they have read and understand the terms of this Agreement and have been provided the opportunity to review the same with private legal counsel.

Signature of Participant: _____ Date: _____

Printed Name of Participant: _____



Robert Burns
Town Manager
rjburns@windhammaine.us
207.892.1907

Town of Windham

North Windham Sewer Connection Program (NWSCP)

Participation Opt Out

Name of Participant: _____

Address of property _____

Name(s) of Legal owners: _____

Map/Lot: _____ PWD Billing Account #: _____

Optout Provisions:

Any parcel owner may opt out of connecting to the North Windham Sewer System via the North Windham Sewer Connections Program, or within the provided program timeline. Any such decision shall cause the parcel to become ineligible for the program and subject to the rules, regulations, and fees as provided for in the Town of Windham Sewer Ordinance, as amended.

The undersigned owner acknowledges the Town of Windham offer to participate in the North Windham Sewer Connections Program and has determined that the property listed above shall optout of the program.

Signature of Participant: _____ Date: _____

Printed Name of Participant: _____



Robert Burns
Town Manager
rjburns@windhammaine.us
207.892.1907

Date TBD

North Windham Sewer System
Ability to Serve Determination

Dear Property Owner:

The Town of Windham has received your completed North Windham Sewer Private Connections Program Participation Agreement for property located at _____.

A new connection to the Portland Water District managed sewer is approved. The proposed North Windham sewer collection and treatment system will have the capacity and ability to serve this property based on the current anticipated discharge.

This is to notify you that based on the current water usage of your property the anticipated discharge into the system will average ____HCF per month. A change in future uses will require an additional review of system capacity impact and a new ability to serve determination. Please contact the Town of Windham Code Enforcement Office with any change of use plans to initiate the new ability to serve determination.

Thank you,

Bob Burns

Acknowledgement:

Owner Name: _____ Initial: _____
(Please Print)

**TEMPORARY CONSTRUCTION
AND ACCESS EASEMENT AGREEMENT**

This TEMPORARY CONSTRUCTION AND ACCESS EASEMENT (“Construction Easement”) is made this ____ day of _____, 2025, by and between _____, an individual whose mailing address is _____, Windham, Maine 04062 (“Owner”) and the **TOWN OF WINDHAM**, a municipality organized and existing under the laws of the State of Maine, and having a mailing address of 8 School Road, Windham, ME 04062 (the “Town”).

WHEREAS, Owner owns certain real property more commonly known as _____, Windham, Maine, which is more particularly identified on the Town’s Tax Maps as Map ____, Lot ____, and is more particularly defined in a deed recorded in the Cumberland County Registry of Deeds in Book ____, Page ____ (the “Property”); and

WHEREAS, the Town wishes to access the Property for the purposes of constructing and installing sewer lines thereon, and to thereafter connect the Property to the Town’s existing public sewer system (the “Work”); and

WHEREAS, in order to perform the Work, the Town, as well as its agents, contractors, and subcontractors, must access the Property with people and machines, which requires legal permission from the Owner.

NOW THEREFORE, in consideration of the foregoing, and upon receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Easement Granted.** The Owner does hereby **GRANT WITH QUITCLAIM COVENANTS** to the Town, its heirs, agents, employees, and contractors, a temporary access and construction easement on, over, and across all portions of the Property. Specifically:
 - a. The right of the Town and its heirs, assigns, agents, employees, and contractors to enter and pass along the Property, with people, tools, materials, equipment, and machines, for the purposes of completing the Work, including, without limitation, the right to trim or remove trees, foliage and roots to the extent the same may, in the judgment of the Town, interfere with the performance of the Work.
 - b. The right of the Town and its heirs, assigns, agents, employees, and contractors to store on the Property materials, equipment, machinery, tools, and other associated items necessary for the completion of the Work, provided that such materials, vehicles, and machinery shall be stored in a location that is as unobtrusive to Owner’s continued use of the Property as possible.

- c. In performing the Work, the Town shall make reasonable efforts to restore the Property to its existing condition should the Town occasion any damage to the same; provided, however, that the Town shall under no circumstances be responsible for compensating Owner related to the Work in any form other than the reasonable restoration of the same.
 - d. The Town shall be solely responsible for applying for and receiving any and all necessary Federal, State, or local permits related to the Work.
 - e. The rights and easements conveyed, and the terms and conditions agreed to between the parties shall inure to the benefit of the parties hereto, and their respective successors and assigns, and shall run with the land, provided, however, that this Construction Easement shall expire upon the completion of the Work or on April 17, 2026, whichever occurs first.
 - f. The Owner reserves all rights to use the Property that are not inconsistent with this Construction Easement.
2. **Owner's Covenants.** As part of this Agreement, Owner agrees to not use the Property in any way that is inconsistent with the rights granted to the Town herein. The Owner also understands and agrees that any permanent fixtures installed on, over, or above the installed sewer line are installed at Owner's sole risk and responsibility and that future service, repair, or replacement of the same will likely require removal of such improvements at Owner's sole expense.
 3. **Authority.** The undersigned each acknowledge that they have the requisite authority to bind their respective parties.
 4. **Choice of Law.** This Construction Easement is subject to and shall be interpreted in a manner consistent with the laws of the State of Maine, without regard to any conflict of law provisions.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered, as of the date first written above.

OWNER

Witness

[Name]

TOWN OF WINDHAM

Witness

By: Robert Burns, its Town Manager

STATE OF MAINE
CUMBERLAND, ss.

_____, 2025

Personally appeared before me the above-named _____ and
acknowledged the foregoing instrument to be their free act and deed.

Notary Public / Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.

_____, 2025

Personally appeared before me the above-named Robert Burns, Town Manager of
the Town of Windham, and acknowledged the foregoing instrument to be his free act
and deed in said capacity, and the free act and deed of the Town of Windham.

Notary Public / Attorney at Law



Town of Windham

Department of Code Enforcement
8 School Road
Windham, ME 04062

Voice (207)894-5960 Ext. 1
Fax (207)892-1916

Apply for Permits Via: https://public.mygov.us/windham_me

Municipal Sewer Connection (North Windham) Application

(Request to Install and Connect per Unit)

Project Address:	
Parcel ID#:	
Estimated Date of Construction	

Property Owner Information

Owner Name:	
Phone Number:	
Mailing Address:	
Owner email address:	

Contractor's Information

Contractor Name:	
Phone Number:	
Mailing Address:	
Email address:	
Type of pipe to be used:	

Type of Structure: ___ Single Family ___ Multi-Family ___ # of units ___ Commercial ___ # of units ___ Other

In consideration of the granting of this permit the undersigned agrees:

- To accept and abide by all provisions of the Sewerage Ordinance of the Town of Windham.
- To maintain the building sewer to the sewer main at no expense to the Town.
- Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the public sewer.
- To notify the CODE DEPARTMENT (894-5960 x 1) when the building is ready for inspection and connection to the public sewer, BEFORE ANY PORTION OF THE WORK IS COVERED.
- To notify the Public Works Department if connecting into mainline sewer.
- That construction will be in accordance with attached plans and specifications.

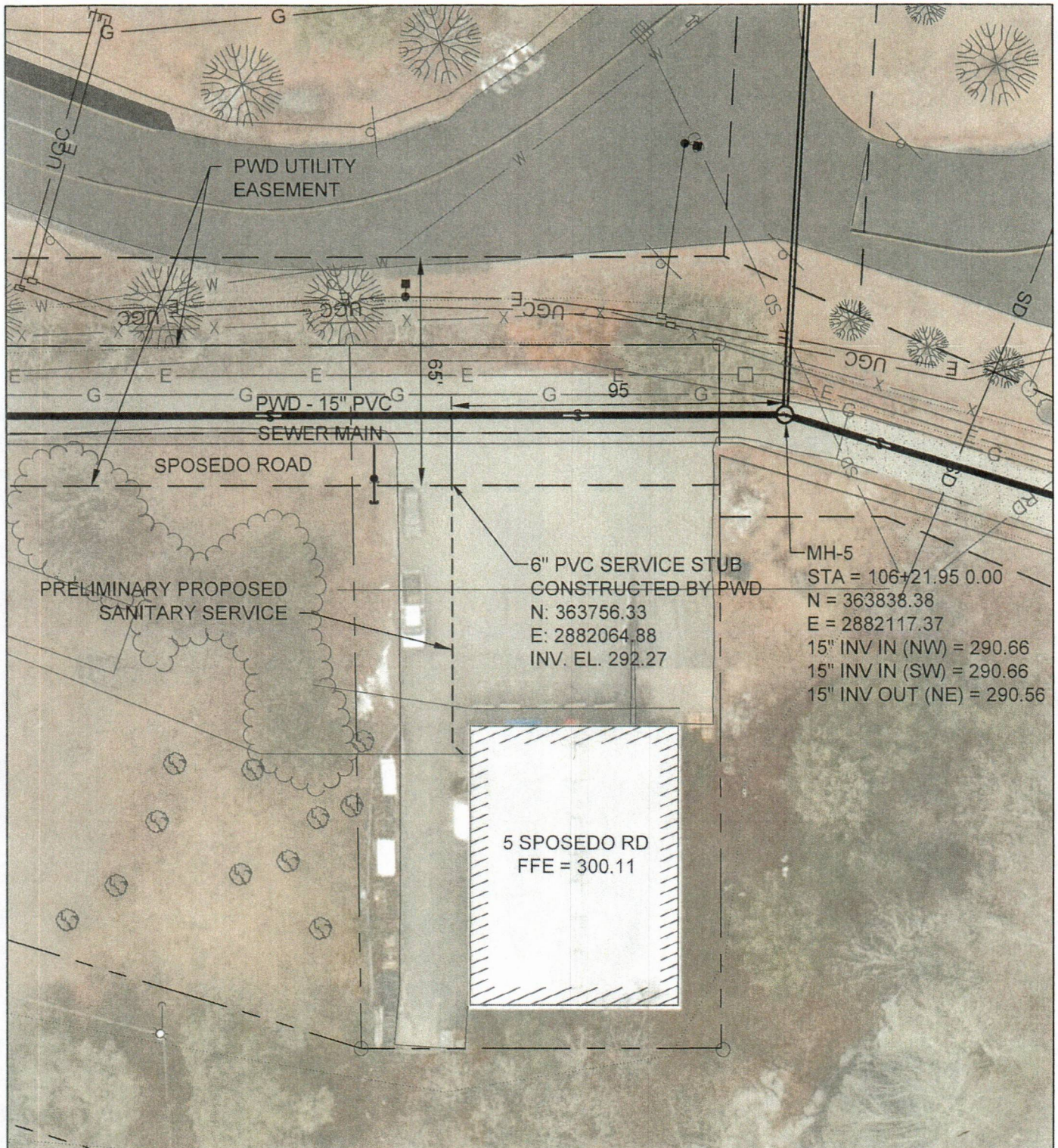
I certify that I have provided, to the best of my knowledge, the information requested for this application and will not deviate from the plans submitted.

Applicant/Owner Signature: _____ Date: _____

OFFICE USE ONLY:

Street Opening Permit Required: ___ YES ___ NO

Approval: ___ Approved ___ Denied



**PORTLAND WATER DISTRICT
PRELIMINARY SANITARY SEWER
CONNECTION PLAN**

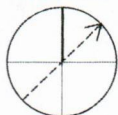
MAY 2025

ADDRESS: 5 SPOSEDO RD (54-05-A-A01)

PLAN
NORTH



SCALE



THE PURPOSE OF THIS DOCUMENT IS TO FACILITATE THE PRIVATE SANITARY SEWER CONNECTION TO THE FUTURE PUBLIC SEWER STUB. ALL PUBLIC SANITARY SEWER ASSETS SHOWN ARE THE LATEST DESIGN AS OF THE DATE OF THIS DOCUMENT'S CREATION AND MAY BE ALTERED DURING CONSTRUCTION.

THE EXISTENCE, LOCATION, AND CHARACTERISTICS OF PROPERTY LINES, PRIVATE SEPTIC SYSTEM ASSETS, AND UNDERGROUND UTILITY INFORMATION SHOWN ON THIS PLAN HAVE BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA AND IS NOT WARRANTED TO BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATION AND DEPTHS OF ALL EXISTING UTILITIES AND STRUCTURES, AND TO TAKE PRECAUTIONARY MEASURES TO PROTECT UTILITY ASSETS SHOWN OR NOT SHOWN ON THESE PLANS.

Owner Initials: _____

BILL OF SALE

For value received and pursuant to the North Windham Sewer Connection Program Participation Agreement (the "Agreement"), dated _____, 2026 by and between the **[PROPERTY OWNER]**, a _____, with a mailing address of _____, Windham, Maine 04062 ("Purchaser") and the **TOWN OF WINDHAM**, a municipality organized and existing under the laws of the State of Maine with a mailing address of 8 School Road, Windham, Maine 04062 ("Seller"):

Seller hereby sells, assigns, transfers and conveys all property listed in the attached Schedule A (the "Property") to Purchaser, effective as of the date set forth below.

Seller hereby provides Purchaser a Warranty of ***Title Only***, warranting to Purchaser as of the date of Sale that Seller is the sole owner of clear title to the Property, free and clear of all liens, debts and encumbrances. Seller makes no other representations or warranties of any kind with respect to the Property, which is conveyed to Purchaser **AS-IS, WHERE-IS**.

DATED: _____, 2026

TOWN OF WINDHAM

By: _____

Robert J. Burns
Its Town Manager

STATE OF MAINE
CUMBERLAND, ss.

_____, 2026

Personally appeared before me the above-named Robert J. Burns, Town Manager of the Town of Windham, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said Town of Windham.

NOTARY PUBLIC/ATTORNEY-AT-LAW

Printed name:

My commission expires: _____

Schedule A

Bill of Sale

All existing sewer lines and related fixtures and appurtenances, including but not limited to pump stations, as the same may exist, located within those portions of the property now or formerly of _____ in Windham, Cumberland County, Maine being shown as _____ on a certain plan entitled _____ (the "Plan").