

**MAJOR SUBDIVISION
PRELIMINARY PLAN APPLICATION
TO TOWN OF WINDHAM**

FOR

**SABBATUS LANE SUBDIVISION
WINDHAM, MAINE**

PREPARED FOR

**GRONDIN CORPORATION
89 BELANGER AVENUE
WINDHAM, ME 04062**

PREPARED BY

DM ROMA
CONSULTING ENGINEERS

**59 HARVEST HILL ROAD
WINDHAM, ME 04062**

JANUARY 25, 2018



January 25, 2018

Amanda Lessard, Town Planner
Town of Windham
8 School Road
Windham, ME 04062

**Re: Preliminary Major Subdivision Plan Application
Sabbatus Lane Subdivision
Grondin Corporation - Applicant**

Dear Amanda:

On behalf of Grondin Corporation we have prepared the enclosed plans and application materials for Major Preliminary Subdivision Plan review for the proposed 17-lot residential cluster subdivision at the end of Sabbatus Lane in Windham.

Upon your review of this information, please let us know if you have any questions or require any additional information.

Sincerely,

DM ROMA CONSULTING ENGINEERS

A handwritten signature in black ink that reads "Jayson R. Haskell". The signature is written in a cursive, flowing style.

Jayson R. Haskell, P.E.
Southern Maine Regional Manager

Enc.

Project Name: SABBATUS LANE SUBDIVISION

Tax Map: 11 **Lot:** 12

Number of lots/dwelling units: 17 **Estimated road length:** 700'

Is the total disturbance proposed > 1 acre? ☒ Yes ☐ No

Contact Information

1. Applicant

Name: GRONDIN CORPORATION

Mailing Address: 89 BELANGER AVENUE, WINDHAM, ME 04062

Telephone: 207-749-6691 Fax: _____ E-mail: _____

2. Record owner of property

_____ (Check here if same as applicant)

Name: HEIRS OF EDWARD L. TOTTLE

Mailing Address: _____

Telephone: _____ Fax: _____ Email: _____

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: DUSTIN ROMA

Company Name: DM ROMA CONSULTING ENGINEERS

Mailing Address: 59 HARVEST HILL ROAD, WINDHAM, ME 04062

Telephone: 207-310-0506 Fax: _____ E-mail: DUSTIN@DMROMA.COM

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.

Signature Jayson R. Haskell Date 1-25-2018
JAYSON HASKELL SIGNING FOR DUSTIN ROMA

Preliminary Plan - Major Subdivision: Submission Requirements

A. Mandatory Written Information		Applicant	Staff
1	A fully executed and signed application form	×	
2	Evidence of payment of the application and escrow fees	×	
3	Proposed name of the subdivision	×	
4	Verification of right, title, or interest in the property, and any abutting property, by deed, purchase and sales agreement, option to purchase, or some other proof of interest.	×	
5	Copy of the most recently recorded deed for the parcel, along with a copy of all existing deed restrictions, easements, rights-of-way, or some other proof of interest	×	
6	Copy of any existing or proposed covenants or deed restrictions intended to cover all or part of the lots or dwellings in the subdivision	×	
7	Copy of any existing or proposed easements on the property	×	
8	Name, registration number and seal of the Maine Licensed Professional Land Surveyor who conducted the survey	×	
9	Name, registration number and seal of any other licensed professional of the state who prepared the plan (if applicable)	×	
10	An indication of the type of sewage disposal to be used in the subdivision	×	
	i. If connecting to public sewer, provide a letter from Portland Water District stating the District has the capacity to collect and treat the waste water		
	ii. If using subsurface waste water disposal systems (septic), submit test pit analyses prepared by a Maine Licensed Site Evaluator or Certified Soil Scientist. Test pit locations must be shown on a map.	×	
11	Indicate type of water supply system(s) to be used in the subdivision.	×	
12	If connecting to public water, submit a written statement from the Portland Water District indicating there is adequate supply and pressure for the subdivision.	PENDING	
13	Names and addresses of the record owner, applicant, and adjoining property owners	×	
14	An acceptable title opinion proving right of access to the proposed subdivision or site for any property proposed for development on or off of a private way or private road.	N/A	
15	The name and contact information for the road association who's private way or road is used to access the subdivision.	N/A	

Applicant Staff

16	Financial Capacity.	PENDING	
	i. Estimated costs of development, and itemization of major costs	X	
	ii. Financing - provide one of the following:		
	a. Letter of commitment to fund from financial institution, governmental agency, or other funding agency		
	b. Annual corporate report with explanatory material showing availability of liquid assets to finance development		
	c. Bank statement showing availability of funds if personally financing development		
	d. Cash equity commitment		
	e. Financial plan for remaining financing		
	f. Letter from financial institution indicating an intention to finance		
	iii. If a corporation, Certificate of Good Standing from the Secretary of State		
17	Technical Capacity	X	
	i. A statement of the applicant's experience and training related to the nature of the development, including developments receiving permits from the Town.	X	
	ii. Resumes or similar documents showing experience and qualifications of full-time, permanent or temporary staff contracted with or employed by the applicant who will design the development.	X	

B. Mandatory Plan Information			
1	Name of subdivision, date and scale	X	
2	Stamp of the Maine License Professional Land Surveyor that conducted the survey, including at least one copy of original stamped seal that is embossed and signed	X	
3	Stamp with date and signature of the Maine Licensed Professional Engineer that prepared the plans.	X	
4	North arrow identifying all of the following: Grid North, Magnetic North, declination between Grid and Magnetic, and whether Magnetic or Grid bearings were used in the plan design	X	
5	Location map showing the subdivision within the municipality	X	
6	Vicinity plan showing the area within 250 feet, to include:	X	
	i. approximate location of all property lines and acreage of parcels	X	
	ii. locations, widths, and names of existing, filed, or proposed streets, easements or building footprints	X	
	iii. location and designations of any public spaces	X	
	iv. outline of proposed subdivision, together with its street system and indication of future probably street system, if the proposed subdivision encompasses only part of the applicants entire property.	X	
7	Standard boundary survey of parcel, including all contiguous land in common ownership within the last 5 years	X	
8	Proposed lot lines with approximate dimensions and area of each lot.	X	
9	Contour lines at 2-foot intervals, or at intervals required by the Board, showing elevations in relation to the required datum.	X	

		Applicant	Staff
10	Typical cross sections of the proposed grading for roadways, sidewalks, etc., including width, type of pavement, elevations, and grades.	×	
11	Wetland areas shall be delineated on the survey. If none, please note.	×	
12	Number of acres within the proposed subdivision, location of property lines, existing buildings, vegetative cover type, specimen trees, if present, and other essential existing physical features.	×	
13	Rivers, streams, and brooks within or adjacent to the proposed subdivision. If any portion of the proposed subdivision is located in the direct watershed of a great pond, note which great pond.	×	
14	Zoning district in which the proposed subdivision is located, and the location of any zoning boundaries affecting the subdivision.	×	
15	Location & size of existing and proposed sewers, water mains, culverts, bridges, and drainage ways on or adjacent to the property to be subdivided. The Board may require this information to be depicted via cross-section, plan or profile views.	×	
16	Location, names, and present width of existing streets, highways, easements, building lines, parks, and other open spaces on or adjacent to the subdivision	×	
17	Location and widths of any streets, public improvements, or open space within the subdivision (if any) shown on the official map and the comprehensive plan	×	
18	All parcels of land proposed to be dedicated to public use and the conditions of such dedication.	×	
19	Location of any open space to be preserved or common areas to be created, and general description of proposed ownership, improvement, and management	×	
20	Approximate location of treeline after development	×	
21	Delineate boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the Town's Flood Insurance Rate Map	×	
22	Show any areas within or adjacent to the proposed subdivision which have been identified by the Maine Department of Inland Fisheries and Wildlife "Beginning with Habitat project maps or within the Comprehensive Plan..	×	
23	Show areas within or adjacent to the proposed subdivision which are either listed on or eligible for the National Register of Historic Places, or have been identified in the comprehensive plan or by the Maine Historic Preservation Commission as sensitive or likely to contain such sites	×	
24	Erosion & Sedimentation control plan, prepared in accordance with MDEP Stormwater Law Chapter 500 Basic Standards, and the MDEP Maine Erosion and Sediment Control Best Management Practices, published March 2003.	×	
25	Stormwater management plan, prepared by a Maine Licensed Professional Engineer in accordance with the most recent edition of Stormwater Management for Maine: BMPS Technical Design Manual, published by the MDEP 2006.	×	

C. Submission information for which a waiver may be granted.		Applicant	Staff
1	High-intensity soil survey by a Certified Soil Scientist	WAIVER	
2	Landscape Plan	×	
3	Hydrogeologic assessment - required if i) subdivision is not served by public sewer and either any part of the subdivision is over a sand and gravel aquifer or has an average density of more than one dwelling unit per 100,000 square feet, or ii) where site considerations or development design indicate greater potential of adverse impacts on groundwater quality.	WAIVER	
	a) map showing basic soil types		
	b) depth to the water table at representative points		
	c) Drainage conditions throughout the subdivision		
	d) data on existing ground water quality		
	e) analysis and evaluation of the effect of the subdivision on groundwater		
	f) map showing location of any subsurface wastewater disposal systems and drinking water wells within the subdivision & within 200 feet of the subdivision boundaries.		
4	Estimate of the amount and type of vehicular traffic to be generated on a daily basis and at peak hours	×	
5	Traffic Impact Analysis for subdivisions involving 28 or more parking spaces or projected to generate more than 140 vehicle trips per day.	N/A	
6	If any portion of the subdivision is in the direct watershed of a great pond,	N/A	
	i) phosphorous impact analysis and control plan		
	ii) long term maintenance plan for all phosphorous control measures		
	iii) contour lines at an interval of 2 feet		
	iv) delineate areas with sustained slopes greater than 25% covering more than one acre		
Electronic Submission			

**TOWN OF WINDHAM
SUBDIVISION & SITE PLAN APPLICATION**

Performance and Design Standards Waiver Request Form

(Section 808 – Site Plan Review, Waivers)
(Section 908 – Subdivision Review, Waivers)

For each waiver request from the Performance and Design Standards detailed in Section 811 or Section 911 of the Town of Windham Land Use Ordinance, as applicable, please submit a separate completed copy of this waiver request form.

Subdivision or Project Name: SABBATUS LANE SUBDIVISION

Tax Map: 11 **Lot:** 12

**Waivers are requested from the following Performance and Design Standards
(add rows as necessary):**

Ordinance Section	Standard	Mark which waiver this form is for
910-C-1-C-1	HIGH INTENSITY SOIL SURVEY	×
910-C-1-C-3	HYDROGEOLOGIC ASSESSMENT	×
911-K-4-B-2	50% NET AREA IN COMMON OPEN SPACE	×
SEE NARRATIVE	FOR WAIVER REQUEST DESCRIPTIONS	

- a. Describe how a waiver from the standard indicated above will improve the ability of the project to take the property's pre-development natural features into consideration. Natural features include, but are not limited to, topography, location of water bodies, location of unique or valuable natural resources, relation to abutting properties or land uses. Attach a separate sheet if necessary.

(continued next page)

b. Will the waiver have an impact on any of the following criteria?

	Yes	No
Water or air pollution		X
Light pollution or glare		X
Water supply		X
Soil erosion		X
Traffic congestion or safety		X
Pedestrian safety or access		X
Supply of parking		X
Sewage disposal capacity		X
Solid waste disposal capacity		X
Scenic or natural beauty, aesthetics, historic sites, or rare or irreplaceable natural areas		X
Flooding or drainage issues on abutting properties		X
The Town's ability to provide the subdivision with public safety services (if subdivision)		X

If granting the waiver will result in an impact on any of the criteria above, please provide more detail below.

PROJECT NARRATIVE

SECTION 1 – PROPOSED USE NARRATIVE

The property is a 28-acre parcel comprised of mostly wooded area. The parcel abuts Town owned property to the west, River Road to the east and residential lots to the north and south. The proposed 17-lot subdivision will be developed as a cluster subdivision with approximately 14 acres of open space to be reserved. The lots have been designed to accommodate suitable building windows and space for the on-site wastewater disposal systems. The new roadway will be constructed to the minor local street design standards consisting of a 20-foot wide paved travel way, 2-foot paved shoulders and 2-foot gravel shoulders with a proposed cul-de-sac. Electric utilities will enter the property underground to serve the proposed residential lots.

SECTION 2 – RECORD OWNER INFORMATION

See Application Form

SECTION 3 – ABUTTING PROPERTY OWNERS

See Boundary Plan and Subdivision Plan

SECTION 4 – TITLE, RIGHT, OR INTEREST

See attached deed and purchase and sales agreement.

SECTION 5 – COVENANTS OR DEED RESTRICTIONS

Several of the proposed lots will include deed restrictions related to stormwater buffers and clearing limits. A homeowners association will be formed to manage the common stormwater facilities. Copies of deeds and HOA documents will be submitted with the final plan.

SECTION 6 – EASEMENTS

There are no known existing easements on the property.

SECTION 7 – LICENSED PROFESSIONALS

The plans and applications were prepared by DM Roma Consulting Engineers. Jayson Haskell is a Maine Licensed Professional Engineer PE#13002. The Boundary Survey was

prepared by Survey, Inc. Soils analysis and wetland delineation was performed by Mark Hampton Associates, Inc.

SECTION 8 – TECHNICAL ABILITY

The design professionals at DM Roma Consulting Engineers, Survey, Inc., and Mark Hampton Associates, Inc. have been performing similar consulting and design work in Southern Maine for many years, including many projects in Windham and the surrounding communities.

SECTION 9 – UTILITIES

The project will be served with domestic potable water by the Portland Water District. The District will review the project development plans and provide a letter indicating their ability to serve the project upon completion of their review. The lots will also be served by private subsurface wastewater disposal systems and underground electric, telephone and cable services.

SECTION 10 – WATER SUPPLY AND SEWAGE DISPOSAL

See section 9.

SECTION 11 – SOLID WASTES

The residential lots will utilize the Town's curbside trash collection program to dispose of solid wastes.

SECTION 12 – VEHICLE TRAFFIC

Based on the Institute of Transportation Engineers Trip Generation Manual, 9th edition, the proposed 17 residential dwellings are expected to generate 17 peak hour trip-ends.

SECTION 13 – UNIQUE NATURAL AREAS

There are no known unique natural areas within the project vicinity.

SECTION 14 – STORMWATER MANAGEMENT

A stormwater management report and stormwater maintenance plan is included as an attachment. As an alternative to providing stormwater peak flow analysis, the project has been designed so that over 75% of the project's new impervious surface and developed area are directed to stormwater buffers or equivalent best management practices.

SECTION 15 – FINANCIAL CAPACITY

The expected construction costs to complete the sitework portion of the project, excluding building foundations, are as follows:

• Clear and grub roadway areas	\$15,000
• Construct gravel roadways	\$45,000
• Bituminous Pavement	\$50,000
• Electrical Conduit	\$15,000
• Stormwater BMPs	\$8,000
• Water Main & Services	\$55,000
 Total Construction Costs	 \$188,000

A letter indicating the ability to fund the project has been submitted to the Town under a separate cover.

SUBMISSION INFORMATION FOR WHICH A WAIVER MAY BE GRANTED

Section 1 – High Intensity Soil Survey

Test pits have been conducted to show that suitable soils exist on each lot to support a wastewater disposal system. There are no proposed wells to be located on the property and all lots will be served by public water

Section 2 – Hydrogeologic Assessment

A hydrogeologic assessment is not warranted because the property and the adjacent properties are served by public water.

Section 3 – 50% Net Area in Common Open Space

The project has been designed to meet the Open Space standard for 50% of the gross land area to be dedicated. The project does not meet the standard in the Subdivision Ordinance that requires 50% of the Net Residential Area to be located within the open space. While we could revise the lot layout to achieve this standard, we feel that the proposed lot layout is a better design and provides for a more conventional lot layout with sufficient upland area for the proposed septic systems. We have also included a 20-foot public accessway from Dundee Park to the open space to make the open space more easily utilized, as a result, making it more attractive to the public.

PURCHASE AND SALE AGREEMENT LAND ONLY

1. **PARTIES.** Entered into this 22ND day of November 2017, by and between Sellers, listed below who each own a 1/6 interest in the property described in paragraph 2 herein, said Sellers being:

i. Herbert Dobbins a/k/a Herb Dobbins, 22 Sabatus Lane, Windham, ME 04062

ii. Walter N. Lunt a/k/a Walter Lunt, Jr., Personal Representative in the Estate of E. May Lunt a/k/a Estate of Euphemia May Lunt, 134 Thomas Pond Terrace, Raymond, ME 04071;

iii. Vouk Popovich, PO Box 928, Windham, ME 04062;

iv. Antonio Pulsoni, c/o Penny Pulsoni, 45 Lugin Street, Westbrook, ME 04092;

v. Vicki Lynn Tottle a/k/a Vicki R. Tottle, 23 Moose Drive, Limerick, ME 04048; and

vi. Jesse Tinker a/k/a Jason Tinker and Genna Tinker, 9 Dirigo Lane, Windham, ME 04062.

hereinafter referred to as the "Sellers", who agree to sell, upon the terms hereinafter set forth and Grondin Corporation, a corporation organized under the laws of the State of Maine and having a mailing address of 39 BELANGER AVE., WINDHAM, ME. 04062, hereinafter referred to as "Buyer" who agrees to buy, upon the terms hereinafter set forth, the premises described in Paragraph 2 of this Agreement.

2. **DESCRIPTION.** The premises to which this Agreement applies is land located in the Town of Windham, County of Cumberland, and State of Maine, as more particularly described in the Deed recorded at the Cumberland County Registry of Deeds in Book 34281, Page 277 (hereinafter referred to as the "Premises").

3. **CLOSING.** The closing on this property shall take place on or before December 22, 2017.

4. **TITLE DEED.** Said Premises are to be conveyed by a good and sufficient Warranty Deed running to Buyer and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current municipal tax year as are not due and payable on

(c) Standard utility easements and rights-of-way of record, if any.

5. PURCHASE PRICE. The agreed Purchase Price for the premises is \$200,000.00 payable as follows:

\$1,000	Earnest Money Deposit to be held by Seller's Attorney in escrow
<u>\$199,000</u>	<u>Cash, to be paid at closing</u>
\$200,000	Total

6. CLOSING DOCUMENTS. At the Closing, Seller and Buyer shall execute, acknowledge and deliver the following documents and such other documents as Seller's and/or Buyer's attorney may require:

(a) *Purchase Price.* The Buyer shall deliver to Seller the Purchase Price, as adjusted pursuant to the terms hereof, as provided herein.

(b) *Deed.* Seller shall execute, acknowledge and deliver to Buyer the Warranty deed for the Premises as provided herein.

(c) *Title Affidavits.* Seller shall deliver to Buyer two executed original counterparts of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit there from all exceptions for unfilled mechanic's, materialmen's or similar liens and for parties in possession

(d) *Non-foreign Person Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonable satisfactory to Buyer, as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code.

(e) *Notification to Buyer of Withholding Tax Requirement.* Buyer shall deliver to Seller two executed original counterpart certificates in form and substance reasonable satisfactory to Seller acknowledging receipt of notification of the State's withholding tax requirements

(f) *Maine Resident Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonable satisfactory to Buyer, as Buyer shall deem necessary, to inform Buyer of (his/her/its/their) obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A.

(g) *Real Estate Transfer Tax Declaration.* Seller and Buyer shall execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed.

7. POSSESSION AND CONDITION OF PREMISES. Full Possession of the Premises free of all tenants and occupants, except as herein provided is to be delivered at the Closing, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) not in violation of the building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in Paragraph 4 hereof. The Buyer or (his/her/its/their) agent may inspect the Premises within 48 hours prior to the Closing in order to determine whether the condition thereof complies with the terms of this paragraph.

Prior to the closing, Sellers shall allow Buyers access to the property for planning purposes.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of Closing the Premises do not conform with the provisions hereof, then Seller may use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event Seller may give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, and if at the expiration of any extended time Seller shall have failed so to remove any defects in title, deliver possession or make the Premises conform, as the case may be all as herein agreed, then, at Buyer's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

10. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. Buyer shall have the election, at either the original or any extended time for performance, to accept such title to the Premises (in its then condition) as Seller can deliver and to pay therefore the Purchase Price without deduction, in which case Seller shall convey such title or deliver the Premises in such condition, except that in the event of such conveyance in accord with the provisions of this clause the Premises shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Premises to their former condition, pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration.

11. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. RISK OF LOSS. Until delivery of the deed from Seller to Buyer, risk of loss or damage to Premises by fire or otherwise shall be on Seller.

13. ADJUSTMENTS. Collected rents, water and sewer use charges, and real estate taxes for the then current municipal tax year shall be apportioned and fuel value shall be adjusted, as of Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of delivery of the deed. Collected rents for the current rental period shall be apportioned if and when collected by either party. Seller will transfer Security Deposit(s) and notify Tenant(s) as provided in Section 6035 of Title 14.

14. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of said taxes referred to in Paragraph (16) above is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

15. DEPOSIT. All deposits made hereunder shall be held by escrow agent, in a non-interest-bearing account, subject to the terms of this Agreement and shall be held and disposed of in accordance with the terms of this Agreement. At the Closing the deposit and monthly payments shall be delivered to Seller, and the deposit and monthly payments shall constitute a credit toward the Purchase Price.

16. DEFAULT/ DAMAGES. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer, shall be distributed as set forth herein and this shall be Seller's sole and exclusive remedy at law or in equity for any default by Buyer under this Agreement. Should Seller default, all deposits made hereunder by Buyer shall be returned to Buyer as liquidated damages and this shall be Buyer's sole and exclusive remedy at law or in equity for any default by Seller under this Agreement.

17. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION.

(a) By Seller. Seller represents and warrants as of this date and as of each date through and including the Closing that:

(1) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

(2) Seller is a Maine "resident" within the meaning of 36 M.R.S.A. § 5250-A.

(3) This Agreement and the performance hereof by Seller will not contravene any law, judgment, order, injunction, decree or any contractual restriction or arrangement binding on Seller or by which any of (his/her/its/their) assets or properties may be affected.

(4) No consent, approval, order or authorization of any court or other governmental entity is required to be obtained by Seller in connection with the execution and delivery of this Agreement or the performance hereof by Seller.

(5) There is no pending, or to the best of Seller's knowledge, threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Premises or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement, or which may affect the Premises or any portion thereof.

(6) To the best of Seller's knowledge, the Premises are in material compliance with all statutes, ordinances, rules, regulations, orders and requirements of all federal, state and local authorities and any other governmental entity have jurisdiction over the Premises, and Seller has not received any notice from any such governmental entity of any violation of any of such statutes, ordinances, rules, regulations, orders and requirements.

(7) Seller does not know of, and has not received written notice, of any default or breach by Seller under any of the covenants, conditions, restrictions, right-of-way or easements, if any, affecting the Premises or any portion thereof, and, to the best of Seller's knowledge, no such default or breach now exists, and no event has occurred and is continuing which, with notice or the passage of time, or both, would constitute a default there under.

(8) Seller has not received any notice of assessment for benefits or betterment's which affect the Premises and does not have knowledge that any such assessment is pending or threatened.

(9) To the best of Seller's knowledge, no portion of the Premises has ever been used as a landfill or as a dump to receive refuse or waste, and there is and has been no hazardous or toxic waste, substance matter, or material, as those terms may be defined from time to time by applicable state, local or federal law, stored in, on, or about the Premises. In the event any such waste, substance matter or material is discovered at the Premises any time prior to the Closing, Buyer may, at (his/her/its/their) option, terminate this Agreement by written notice to Seller, whereupon Seller shall return all sums paid hereunder by Buyer and the parties shall be relieved of all future obligations hereunder.

(10) There is no underground oil storage facility located on the Premises.

(11) The Premises do not abut, on any boundary, farmland which has been registered pursuant to 7 M.R.S.A. § 51 et seq.

(12) The Premises are not within the shore land area as defined in 38 M.R.S.A. § 435.(6).

(13) No work has been performed or is in progress at, and no materials have been furnished to, the Premises or any portion thereof which may give rise to mechanic's materialmen's or other liens against the Premises or any portion thereof.

(b) By Buyer. Buyer represents and warrants as of this date and as of each date through and including the Closing Date that:

(1) Buyer acknowledges that Buyer has not been influenced to enter into this transaction by, nor has Buyer relied upon, any warranties or representations not set forth or incorporated in this Agreement or previously made.

(c) Survival. Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the Closing. All warranties and representations expressed herein shall survive the Closing and any termination of this Agreement. Buyer and Seller each agree to indemnify and hold harmless the other from and against any liability, cost, damage, loss, claim, expense or cause of action (including but not limited to, attorneys' fees and court costs) incurred by or threatened against such other party as a result of any breach of the indemnifying party of any of the covenants, warranties or representations contained in this Agreement. This agreement to indemnify and hold harmless shall survive the Closing.

18. MISCELLANEOUS:

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

(b) Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed as set forth herein.:

And such notice shall be deemed delivered when so posted. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(d) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which along fully and completely express their entire agreement.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

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

WITNESS:

Buyer:

Grondin Corporation



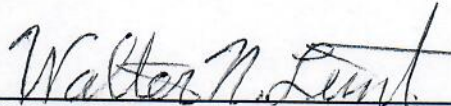
BY: KENNETH GRONDIN

Its: PRESIDENT

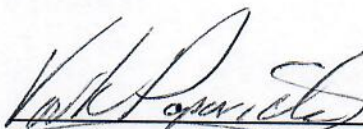
Sellers:



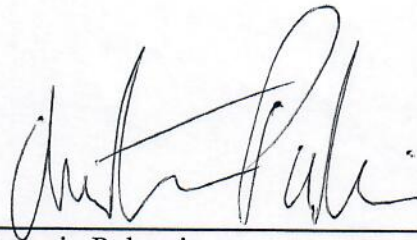
Herbert Dobbins a/k/a Herb Dobbins



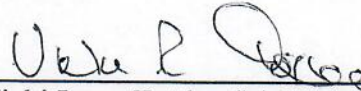
Walter N. Lunt a/k/a Walter Lunt, Jr.,
Personal Representative in
the Estate of E. May Lunt a/k/a Estate of
Euphemia My Lunt



Vouk Popovich



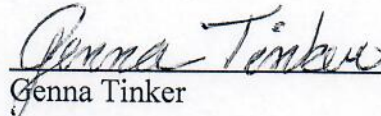
Antonio Pulsoni



Vicki Lynn Tottle a/k/a Vicki R. Tottle



Jesse Tinker a/k/a Jason Tinker



Genna Tinker

29264

AFFIDAVIT

I, Milton W. Tottle, am the executor, over the estate of Ralph C. Griffin, deceased on May 11, 1996, of 784 River Road, Windham, Maine, 04062-4747 in Cumberland County, Maine. (Also, I was granted power of attorney over his affairs by the deceased.) Ralph Griffin filed his last will on July 6, 1983, #00270. (Aimee Irene Griffin, his wife, filed her last will on the same date, and died on 1/7/87).

Edward L. Tottle, his eldest son, is now resident in the home at the above address, situated on the land ((207) 892-6229), described in the enclosed last will and testament of Ralph C. Griffin (the deceased) and the enclosed deed as registered in Volume 1510, page 32, Cumberland County Registry of deeds. A subsequent survey of the land revealed Griffin's land extended only from the River Road on the East to S. D. Warren's parcel adjacent to Presumpscot River, on the West.

Edward L. Tottle has completed the stipulations of the will, and the will is uncontested.

Therefore, I respectfully request a transfer of the title to the above property, of Ralph Griffin's land and buildings thereon, to Edward L. Tottle.

Thank you.

(signed) Milton W. Tottle

Milton W. Tottle, Executor
R. R. # 1, Box 45
Allagash, ME 04774
(207) 398-3503

Albostook. May. 31-1996
Hope A. M'Brearty
Hope A. M'Brearty

RECEIVED
RECORDED REGISTRY OF DEEDS

96 JUN -4 PM 1:45

CUMBERLAND COUNTY

John B. O'Brien

MY COMMISSION EXPIRES
OCTOBER 3, 2000

SEAL



January 22, 2018

Amanda Lessard, Planner
Town of Windham
8 School Street
Windham, ME 04062

Re: Real Estate Project off River Road in Windham, Maine.

Dear Amanda:

I have known and had a banking relationship with Ken Grondin for over 20 years. Based upon my experience with him and the status of his accounts here at Gorham Savings Bank, I can confirm that he and Grondin Corporation have both the financial and technical capacity to successfully finance and manage the 17-lot residential subdivision project off the River Road in Windham, Maine. I understand the preliminary site work and associated improvements have been estimated at up to \$300,000.00. I look forward to working with Mr. Grondin on providing the financing for the project.

Please let me know if I can be of further assistance. If you have any questions, please email me at rlevesque@gorhamsavingsbank.com or call me at (207) 222-1491.

Sincerely,

Roger C. Levesque
Executive Vice President
Gorham Savings Bank
63 Marginal Way, Suite 200
Portland, ME 04101



MARK HAMPTON ASSOCIATES, INC.

SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

5195

January 3, 2018

Mr. Ken Grondin
Grondin Corporation
39 Belanger Avenue
Windham, ME 04062

Re: Preliminary soil evaluation proposed 17 lot subdivision, Sabattus Lane, Windham, ME


Dear Ken,

I have completed a preliminary soil evaluation on a proposed 17 lot subdivision located off Sabattus Lane Windham, ME. The project is proposed to be developed into a single family homes. The soil evaluation was conducted in accordance with the Maine Subsurface Wastewater Disposal Rules dated August 2015, as amended. I evaluated a hand excavated soil test pit on each proposed lot. The soils found are marine lacustrine and glacial outwash soils with a limiting factor at approximately 13 to 20 inches. I was able to find suitable soils and area for a septic system on each proposed lot.

The soils as evaluated meet the minimum requirements of the state rules. As such, the parcel has a suitable location for a septic system. The disposal bed for a 3 bedroom home would be a 1200 square feet stone bed, 30 feet wide and 40 feet long. In my opinion, there are suitable soils and area on each proposed lot for a septic system. A subsurface wastewater disposal design can be prepared at a future date.

If you have any questions or require additional information, please contact me.

Sincerely,


Mark J. Hampton L.S.E., C.S.S.
Licensed Site Evaluator #263
Certified Soil Scientist #216

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

Sabbath Lane Subdivision

Applicant Name:

Grordin Corporation

Project Location (municipality):

Windham

Exploration Symbol # TP1 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	loamy sand	friable	Dark Brown	
10	loamy sand	friable	Brown	
20				
30				
40	loamy sand	friable	olive	Common distinct
50				
60				

Soil Details by	S.E.	Soil Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
	Profile	Condition	Percent	Depth	<input type="checkbox"/> Restrictive Layer
S.S.	Soil Series/Phase Name:				<input type="checkbox"/> Bedrock
					<input type="checkbox"/> Hydric
					<input type="checkbox"/> Non-hydric
					Hydrologic
					Soil Group

Exploration Symbol # TP2 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	friable	Dark Brown	
10	fine sandy loam	friable	Brown	
20	Silty clay loam	Firm	olive	Common distinct
30				
40				
50				
60				

Soil Details by	S.E.	Soil Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
	Profile	Condition	Percent	Depth	<input type="checkbox"/> Restrictive Layer
S.S.	Soil Series/Phase Name:				<input type="checkbox"/> Bedrock
					<input type="checkbox"/> Hydric
					<input type="checkbox"/> Non-hydric
					Hydrologic
					Soil Group

Exploration Symbol # TP3 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	friable	Dark Brown	
10	fine sandy loam	friable	Brown	
20	Silty clay loam	Firm	gray	Common distinct
30				
40				
50				
60				

Soil Details by	S.E.	Soil Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
	Profile	Condition	Percent	Depth	<input type="checkbox"/> Restrictive Layer
S.S.	Soil Series/Phase Name:				<input type="checkbox"/> Bedrock
					<input type="checkbox"/> Hydric
					<input type="checkbox"/> Non-hydric
					Hydrologic
					Soil Group

Exploration Symbol # TP4 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	friable	Dark Brown	
10	fine sandy loam	friable	Brown	
20	Silty clay loam	Firm	gray	Common distinct
30				
40				
50				
60				

Soil Details by	S.E.	Soil Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
	Profile	Condition	Percent	Depth	<input type="checkbox"/> Restrictive Layer
S.S.	Soil Series/Phase Name:				<input type="checkbox"/> Bedrock
					<input type="checkbox"/> Hydric
					<input type="checkbox"/> Non-hydric
					Hydrologic
					Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature

Mary J. Hampton

Date

1/3/18

Name Printed

Mary J. Hampton

Cert/Lic/Reg. #

263/216

Title

☒ Licensed Site Evaluator☒ Certified Soil Scientist☐ Certified Geologist☐ Professional Engineer

affix professional seal

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

Savannah Lane Subdivision

Applicant Name:

Gordon Corporation

Project Location (municipality):

Winham

Exploration Symbol # TP5 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	friable	Dark Brown	
10	Fine Sandy loam	Friable	Brown	
20	Silty Clay loam	Fine	gray	Common Discrete
30				
40				
50				
60				

Soil Details by
S.E.
S.S.

Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
8	C	4	17	<input type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
Soil Series/Phase Name:				Hydrologic
				Soil Group

Exploration Symbol # TP6 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	loamy sand	Friable	Dark Brown	
10	loamy sand	Friable	Brown	
20				
30	loamy sand	Friable	olive	Common Discrete
40				
50				
60				

Soil Details by
S.E.
S.S.

Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
5	C	6	24	<input type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
Soil Series/Phase Name:				Hydrologic
				Soil Group

Exploration Symbol # TP7 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	loamy sand	Friable	Dark Brown	
10	loamy sand	Friable	Brown	
20				
30	loamy sand	Friable	olive	Common Discrete
40				
50				
60				

Soil Details by
S.E.
S.S.

Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
5	C	6	21	<input type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
Soil Series/Phase Name:				Hydrologic
				Soil Group

Exploration Symbol # TP8 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	Friable	Dark Brown	
10	fine sandy loam	Friable	Brown	
20	Silty Clay loam	Fine	gray	Common Discrete
30	loam			
40				
50				
60				

Soil Details by
S.E.
S.S.

Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
8	D	2	14	<input type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
Soil Series/Phase Name:				Hydrologic
				Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature

Maurice J. Hampton

Date

1/3/18

Name Printed

Maurice J. Hampton

Cert/Lic/Reg. #

263/216

Title

☒ Licensed Site Evaluator☒ Certified Soil Scientist☐ Certified Geologist☐ Professional Engineer

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SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

Sabbath Lane Subdivision

Applicant Name:

Gordin Corporation

Project Location (municipality):

Wintham

Exploration Symbol # TP9 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	loamy sand	frable	Dark Brown	
10	loamy sand	frable	Brown	
20	loamy sand	frable	olive	Common distinct
30				
40				
50				
60				

Soil Details by S.E. 5 Soil Classification C Slope 2 Limiting Factor 20 " ☒ Groundwater ☐ Restrictive Layer ☐ Bedrock
 S.S. Profile Condition Percent Depth " ☐ Hydric ☐ Non-hydric Hydrologic Soil Group

Exploration Symbol # TP10 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	loamy sand	frable	Dark Brown	
10	loamy sand	frable	Brown	
20	loamy sand	frable	olive	Common distinct
30				
40				
50				
60				

Soil Details by S.E. 5 Soil Classification C Slope 4 Limiting Factor 28 " ☒ Groundwater ☐ Restrictive Layer ☐ Bedrock
 S.S. Profile Condition Percent Depth " ☐ Hydric ☐ Non-hydric Hydrologic Soil Group

Exploration Symbol # TP11 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	loamy sand	frable	Dark Brown	
10	loamy sand	frable	Brown	
20				
30	loamy sand	frable	olive	Common distinct
40				
50				
60				

Soil Details by S.E. 5 Soil Classification C Slope 4 Limiting Factor 24 " ☒ Groundwater ☐ Restrictive Layer ☐ Bedrock
 S.S. Profile Condition Percent Depth " ☐ Hydric ☐ Non-hydric Hydrologic Soil Group

Exploration Symbol # TP12 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	sandy loam	frable	Dark Brown	
10	fine sandy loam	frable	Brown	
20				
30	silty clay loam	frable	gray	Common distinct
40				
50				
60				

Soil Details by S.E. 8 Soil Classification C Slope 2 Limiting Factor 18 " ☒ Groundwater ☐ Restrictive Layer ☐ Bedrock
 S.S. Profile Condition Percent Depth " ☐ Hydric ☐ Non-hydric Hydrologic Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature

Marilyn J. Hampton

Date

1/3/18

Name Printed

MARILYN J. HAMPTON

Cert/Lic/Reg. #

263/214

Title

☒ Licensed Site Evaluator☒ Certified Soil Scientist☐ Certified Geologist☐ Professional Engineer

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SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

Sabathus Lane Subdivision

Applicant Name:

Gordin Corporation

Project Location (municipality):

Wintham

Exploration Symbol # TP 13 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	Friable	Dark Brown	
10	Fine sandy loam	Friable	Brown	
20	Silty clay loam	Firm	gray	Common Discrete
30				
40				
50				
60				

Soil Details by S.E. S.S.	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
Soil Series/Phase Name:					<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # TP 14 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	Friable	Dark Brown	
10	Fine sandy loam	Friable	Brown	
20	Silty clay loam	Firm	gray	Common Discrete
30				
40				
50				
60				

Soil Details by S.E. S.S.	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
Soil Series/Phase Name:					<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # TP 15 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	Friable	Dark Brown	
10	Fine sandy loam	Friable	Brown	
20	Silty clay loam	Firm	gray	Common Discrete
30				
40				
50				
60				

Soil Details by S.E. S.S.	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
Soil Series/Phase Name:					<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # TP 16 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	Friable	Dark Brown	
10	Fine sandy loam	Friable	Brown	
20	Silty clay loam	Firm	gray	Common Discrete
30				
40				
50				
60				

Soil Details by S.E. S.S.	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
Soil Series/Phase Name:					<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature

Mark J. Hampton

Date

1/31/18

Name Printed

Mark J. Hampton

Cert/Lic/Reg. #

263/216

Title



Licensed Site Evaluator



Certified Soil Scientist



Certified Geologist



Professional Engineer

affix professional seal

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

Sabbath Lane Subdivision

Applicant Name:

Gardner Corporation

Project Location (municipality):

Winthrop

Exploration Symbol # 1012 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	loamy sandy clay	frable	dark brown	
10	fine sandy clay	frable	black	
20	Silty clay	firm	gray	common pinstriping
30				
40				
50				
60				

Soil Details by S.E. S.S.	Soil Classification		Slope	Limiting Factor	<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
Soil Series/Phase Name:					<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # _____ ☐ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0				
10				
20				
30				
40				
50				
60				

Soil Details by S.E. S.S.	Soil Classification		Slope	Limiting Factor	<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
Soil Series/Phase Name:					<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # _____ ☐ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0				
10				
20				
30				
40				
50				
60				

Soil Details by S.E. S.S.	Soil Classification		Slope	Limiting Factor	<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
Soil Series/Phase Name:					<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # _____ ☐ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0				
10				
20				
30				
40				
50				
60				

Soil Details by S.E. S.S.	Soil Classification		Slope	Limiting Factor	<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
Soil Series/Phase Name:					<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature

Mary Hampton

Date

1/3/18

Name Printed

Mark J. Hampton

Cert/Lic/Reg. #

263/216

Title



Licensed Site Evaluator



Certified Soil Scientist



Certified Geologist



Professional Engineer

affix professional seal

STORMWATER MANAGEMENT REPORT

SABBATUS LANE SUBDIVISION WINDHAM, MAINE

A. Narrative

Grondin Corporation is proposing to develop a 28-acre parcel at the end of Sabbatus Lane in Windham. The project site is identified as Lot 12 on Town of Windham Assessors Map 11 and is located in the Farm Zoning District.

The development will consist of 17 single family residential lots including the construction of approximately 700 linear feet of paved roadway, utilities and stormwater infrastructure. The development will be served by public water, private subsurface septic and underground electric, telephone and cable. The property is currently undeveloped woods. In general, the site drains to two wetland areas located in the center of the property. These wetland areas drain south off the property eventually discharging to Dundee Pond.

B. Alterations to Land Cover

The property is currently an undeveloped wooded lot. The proposed roadway will generate approximately 25,110 square feet of new impervious surface and approximately 44,600 square feet of developed area. The lot development will generate an additional 46,550 square feet of impervious surface and a developed area of 220,550 square feet of developed area. The entire development will create a total of approximately 71,660 square feet of new impervious area and a total developed area of approximately 265,150 square feet. The site has a wide range of slopes. Areas in the lower drainage areas and wetlands are relatively flat (3-5%) with areas that are more moderately sloped (8-15%) in the uplands. The onsite soils as identified on the Medium Intensity Soil Maps for Cumberland County, Maine published by the Natural Resources Conservation Service are listed below in Table 1 and included as on the enclosed Soils Map identified as Attachment 1 of this report.

Table 1 – Onsite Soils		
Map Unit Symbol	Soil Name	Hydrologic Soils Group
BgB	Belgrade Very Fine Sandy Loam	B
PbB, PbC	Paxton Fine Sandy Loam	C
Sn	Scantic Silt Loam	D
WmB	Windsor Loamy Sand	A

C. Methodology and Modeling Assumptions

The proposed stormwater management system has been designed utilizing Best Management Practices (BMPs) to maintain existing drainage patterns while providing stormwater quality improvement measures. The goal of the storm drainage design is to remove potential pollutants while promoting infiltration and filtration of runoff generated by the development.

D. Basic Standards

The project is required by the Town and the Maine Department of Environmental Protection (MDEP) to provide permanent and temporary Erosion Control Best Management Practices. These methods are outlined in detail in the plan set.

E. General Standard

It is the intention of the applicant to construct the roadway without developing the lots. Since the proposed roadway will generate less than 1 acre of new impervious surface and less than 5 acres of total developed area, a Chapter 500 Stormwater Permit from the Maine Department of Environmental Protection (MDEP) will not be required. Although the State of Maine doesn't require stormwater treatment under the Stormwater Permit, the Windham Land Use Ordinance still requires that projects requiring Subdivision Review shall comply with Section 4B-General Standards of the MDEP Chapter 500 Stormwater Management. This document outlines the requirement of the project to provide stormwater quality treatment for no less than 95% of the new impervious surface and 80% of the total new developed area associated with the project. The Town's Ordinance does require treatment for both the roadway and the lot development regardless of the applicant's development intentions. The water quality requirements will be met with the utilization of two stone berm level spreaders discharging to a forested buffer, a buffer adjacent to a single family residential lot, and roof dripedges installed on each of the proposed buildings. As a result of the proposed stormwater infrastructure, the project provides water quality treatment for 95% of the site's new impervious surfaces and 81% of the new developed areas. Calculations can be found on the Treatment Plan and included as Attachment 2 of this report.

F. Flooding Standards

The Windham Land Use Ordinance requires that projects requiring Subdivision Review shall comply with Section 4E-Flooding Standards of the MDEP Chapter 500 Stormwater Management. Pursuant to Section 911.J.6 of the Town of Windham Land Use Ordinance we are requesting a waiver of the Flooding Standard for this project. The development has been designed to send more than 75% of the new impervious and new developed areas associated with the project to buffers or similar infiltration BMPs in accordance with DEP Chapter 500 Stormwater Management.

G. Maintenance of common facilities or property

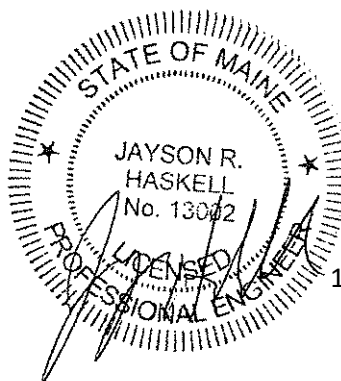
The homeowner's association will be responsible for the maintenance of the stormwater facilities. Enclosed is an Inspection, Maintenance and Housekeeping Plan for the project.

Prepared by:

DM ROMA CONSULTING ENGINEERS



Jayson R. Haskell, P.E.
Southern Maine Regional Manager



1-25-18

ATTACHMENT 1

SOILS MAP

Soil Map—Cumberland County and Part of Oxford County, Maine



Soil Map may not be valid at this scale.

Map Scale: 1:4,630 if printed on A landscape (11" x 8.5") sheet.

0 50 100 200 300 Meters

0 200 400 800 1200 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

12/18/2017
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Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BgB	Belgrade very fine sandy loam, 0 to 8 percent slopes	5.9	20.0%
Bo	Biddeford mucky peat, 0 to 3 percent slopes	0.7	2.4%
PbB	Paxton fine sandy loam, 3 to 8 percent slopes	10.4	35.1%
PbC	Paxton fine sandy loam, 8 to 15 percent slopes	3.4	11.4%
Sn	Scantic silt loam, 0 to 3 percent slopes	3.4	11.5%
WmB	Windsor loamy sand, 0 to 8 percent slopes	5.8	19.6%
Totals for Area of Interest		29.6	100.0%

ATTACHMENT 2

STORMWATER TREATMENT CALCULATIONS

Stormwater Treatment Table

Sabbatus Lane Subdivision

	Total Watershed Area (SF)	New Driveway and Road Impervious Area (SF)	New Building Area (SF)*	New Landscaped Area (SF)	Existing Undeveloped Area (SF)	Treatment Provided	New Impervious Area Treated In Treatment Device (SF)	New Landscaped Area Treated In Treatment Device (SF)	Treatment Device
WS-1	93,660	17,025	7,100	57,025	12,510	Yes	17,025	57,025	Buffer 1
WS-2	197,470	27,025	9,940	82,745	77,760	Yes	27,025	82,745	Buffer 2
WS-3	8,615	0	1,420	5,900	1,295	Yes	0	5,900	Buffer 3
WS-4	75,785	0	0	4,390	71,395	No	0	0	None
WS-5	132,800	0	2,840	11,780	118,180	No	0	0	None
WS-6	60,000	3,470	2,840	31,650	22,040	No	0	0	None
Total		47,520	24,140	193,490			44,050	145,670	

* All new buildings shall install a roofline drip edge to provide treatment for the rooftop impervious surface. The building's impervious area is included in the watershed and overall treatment calculations below, but not included in the BMP sizing calculations for each treatment device.

New Impervious Area = 71,660 sf
 Impervious Area Requiring Treatment (95%) = 68,077 sf
 Impervious Area Treatment Provided = 68,190 sf
 95% New Impervious Area Treated

New Developed Area = 265,150 sf
 Developed Area Requiring Treatment (80%) = 212,120 sf
 Developed Area Treatment Provided = 213,860 sf
 81% New Developed Area Treated

Forested Stormwater Buffer - Level Spreader LS-1

Tributary Impervious Area =	17,025 sf	(WS-1)
Tributary Landscaped Area =	57,025 sf	(WS-1)

Soil:	Paxton	
Class:	Fine Sandy Loam	
HSG:	C	
Slopes:	0-8%	
Buffer Length=	100 ft	
Berm Length Per Acre Impervious =	100 ft	
Berm Length Per Acre Landscape =	30 ft	
Required Berm Length:	78 ft	
Provided Berm Length:	78 ft	

Forested Stormwater Buffer - Level Spreader LS-2

Tributary Impervious Area =	27,025 sf	(WS-2)
Tributary Landscaped Area =	82,745 sf	(WS-2)

Soil:	Paxton	
Class:	Fine Sandy Loam	
HSG:	C	
Slopes:	0-8%	
Buffer Length=	100 ft	
Berm Length Per Acre Impervious =	100 ft	
Berm Length Per Acre Landscape =	30 ft	
Required Berm Length:	119 ft	
Provided Berm Length:	120 ft	

ATTACHMENT 3

INSPECTION, MAINTENANCE & HOUSEKEEPING PLAN

INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN

SABBATUS LANE SUBDIVISION WINDHAM, MAINE

Responsible Party

Owner: Grondin Corporation
89 Belanger Avenue
Windham, ME 04062

The owners are responsible for the maintenance of all stormwater management structures and related site components and the keeping of a maintenance log book with service records until such time that a condominium association is created. Records of all inspections and maintenance work performed must be kept on file with the owner and retained for a minimum of five years. The maintenance log will be made available to the Town and Maine Department of Environmental Protection (MDEP) upon request. At a minimum, the maintenance of stormwater management systems will be performed on the prescribed schedule.

The procedures outlined in this plan are provided as a general overview of the anticipated practices to be utilized on this site. In some instances, additional measures may be required due to unexpected conditions. *The Maine Erosion and Sedimentation Control BMP* and *Stormwater Management for Maine: Best Management Practices* Manuals published by the MDEP should be referenced for additional information.

During Construction

- 1. Inspection and Corrective Action:** It is the contractor's responsibility to comply with the inspection and maintenance procedures outlined in this section. Inspection shall occur on all disturbed and impervious areas, erosion control measures, material storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as 24 hours before and after a storm event and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in the permit, shall conduct the inspections.
- 2. Maintenance:** Erosion controls shall be maintained in effective operating condition until areas are permanently stabilized. If best management practices (BMPs) need to be repaired, the repair work should be initiated upon discovery of the problem but no later than the end of the next workday. If BMPs need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation must be completed within seven calendar days and prior to any rainfall event.

3. **Documentation:** A report summarizing the inspections and any corrective action taken must be maintained on site. The log must include the name(s) and qualifications of the person making the inspections; the date(s) of the inspections; and the major observations about the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicle access points to the parcel. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and location(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to MDEP staff, and a copy must be provided upon request. The owner shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

Houskeeping

1. **Spill prevention:** Controls must be used to prevent pollutants from construction and waste materials on site to enter stormwater, which includes storage practices to minimize exposure of the materials to stormwater. The site contractor or operator must develop, and implement as necessary, appropriate spill prevention, containment, and response planning measures.
2. **Groundwater protection:** During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials. Any project proposing infiltration of stormwater must provide adequate pre-treatment of stormwater prior to discharge of stormwater to the infiltration area, or provide for treatment within the infiltration area, in order to prevent the accumulation of fines, reduction in infiltration rate, and consequent flooding and destabilization.
3. **Fugitive sediment and dust:** Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control, but other water additives may be considered as needed. A stabilized construction entrance (SCE) should be included to minimize tracking of mud and sediment. If off-site tracking occurs, public roads should be swept immediately and no less than once a week and prior to significant storm events. Operations during dry months, that experience fugitive dust problems, should

wet down unpaved access roads once a week or more frequently as needed with a water additive to suppress fugitive sediment and dust.

4. **Debris and other materials:** Minimize the exposure of construction debris, building and landscaping materials, trash, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials to precipitation and stormwater runoff. These materials must be prevented from becoming a pollutant source.
5. **Excavation de-watering:** Excavation de-watering is the removal of water from trenches, foundations, coffer dams, ponds, and other areas within the construction area that retain water after excavation. In most cases the collected water is heavily silted and hinders correct and safe construction practices. The collected water removed from the ponded area, either through gravity or pumping, must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved by the Department.
6. **Authorized Non-stormwater discharges:** Identify and prevent contamination by non-stormwater discharges. Where allowed non-stormwater discharges exist, they must be identified and steps should be taken to ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge. Authorized non-stormwater discharges are:
 - (a) Discharges from firefighting activity;
 - (b) Fire hydrant flushings;
 - (c) Vehicle washwater if detergents are not used and washing is limited to the exterior of vehicles (engine, undercarriage and transmission washing is prohibited);
 - (d) Dust control runoff in accordance with permit conditions and Appendix (C)(3);
 - (e) Routine external building washdown, not including surface paint removal, that does not involve detergents;
 - (f) Pavement washwater (where spills/leaks of toxic or hazardous materials have not occurred, unless all spilled material had been removed) if detergents are not used;
 - (g) Uncontaminated air conditioning or compressor condensate;
 - (h) Uncontaminated groundwater or spring water;
 - (i) Foundation or footer drain-water where flows are not contaminated;
 - (j) Uncontaminated excavation dewatering (see requirements in Appendix C(5));
 - (k) Potable water sources including waterline flushings; and
 - (l) Landscape irrigation.
7. **Unauthorized non-stormwater discharges:** Approval from the MDEP does not authorize a discharge that is mixed with a source of non-stormwater, other than those discharges

in compliance with Section 6 above. Specifically, the MDEP's approval does not authorize discharges of the following:

- (a) Wastewater from the washout or cleanout of concrete, stucco, paint, form release oils, curing compounds or other construction materials;
- (b) Fuels, oils or other pollutants used in vehicle and equipment operation and maintenance;
- (c) Soaps, solvents, or detergents used in vehicle and equipment washing; and
- (d) Toxic or hazardous substances from a spill or other release.

Post construction

- 1. Inspection and Corrective Action:** All measures must be maintained by the owner in effective operating condition. A person with knowledge of erosion and stormwater control, including the standards and conditions of the permit, shall conduct the inspections. The following areas, facilities, and measures must be inspected, and identified deficiencies must be corrected. Areas, facilities, and measures other than those listed below may also require inspection on a specific site.
 - A. Vegetated Areas:** Inspect vegetated areas, particularly slopes and embankments, early in the growing season or after heavy rains to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.
 - B. Ditches, Swales, and Open Channels:** Inspect ditches, swales, and other open channels in the spring, late fall, and after heavy rains to remove any obstructions to flow, remove accumulated sediments and debris, control vegetative growth that could obstruct flow, and repair any erosion of the ditch lining. Vegetated ditches must be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity. Any woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable. If the ditch has a riprap lining, replace riprap on areas where any underlying filter fabric or underdrain gravel is showing through the stone or where stones have dislodged. The channel must receive adequate routine maintenance to maintain capacity and prevent or correct any erosion of the channel's bottom or side slopes.
 - C. Culverts:** Inspect culverts in the spring, late fall, and after heavy rains to remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit; and to repair any erosion damage at the culvert's inlet and outlet.

- D. Buffers:** Wooded buffers must remain fully wooded and have no disturbance to the duff layer. Vegetation in non-wooded buffers may not be cut more than three times per year, and may not be cut shorter than six inches. Stormwater runoff should enter the buffer as sheet flow, and any observed channelization of flows or erosion should be corrected immediately. Activities that may result in disturbance of the duff layer are prohibited in a buffer.
- E. Roofline Dripedge:** The dripedges should be inspected semi-annually and following major storm events for the first year and every six months thereafter. The reservoir crushed stone should drain within 48 hours following a one-inch storm and if a larger storm fills the system to overflow, it shall drain within 36 to 60 hours. If ponding exceeds 48 hours, the stone reservoir course shall be removed and the filter bed be rototilled to reestablish the soil's filtration capacity. If water ponds in the reservoir course for more than 72 hours, the top several inches of the filter shall be replaced with fresh material. Inspect for debris and sediment build up at surface and remove as needed. The dripedges are part of the stormwater management plan and cannot be paved over or altered in anyway.
- F. Regular Maintenance:** Clear accumulations of winter sand along roadway once a year, preferably in the spring. Accumulations on pavement may be removed by pavement sweeping. Accumulations of sand along pavement shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader.
- G. Documentation:** Keep a log (report) summarizing inspections, maintenance, and any corrective actions taken. The log must include the date on which each inspection or maintenance task was performed, a description of the inspection findings or maintenance completed, and the name of the inspector or maintenance personnel performing the task. If a maintenance task requires the clean-out of any sediments or debris, indicate where the sediment and debris was disposed after removal. The log must be made accessible to Town staff upon request. The permittee shall retain a copy of the log for a period of at least five years from the completion of permanent stabilization. Attached is a sample log.

Duration of Maintenance

Perform maintenance as described.

MAINTENANCE LOG

SABBATUS LANE SUBDIVISION WINDHAM, MAINE

The following stormwater management and erosion control items shall be inspected and maintained as prescribed in the Maintenance Plan with recommended frequencies as identified below. The owner is responsible for keeping this maintenance log on file for a minimum of five years and shall provide a copy to the Town upon request. Inspections are to be performed by a qualified third party inspector and all corrective actions shall be performed by personnel familiar with stormwater management systems and erosion controls.

Maintenance Item	Maintenance Event	Date Performed	Responsible Personnel	Comments
Vegetated Areas	Inspect slopes and embankments early in Spring.			
Ditches, swales, and other open channels	Inspect after major rainfall event producing 1" of rain in two hours.			
	Inspect for erosion or slumping & repair			
	Mowed at least annually.			
Culverts	Inspect semiannually and after major rainfall.			
	Repair erosion at inlet or outlet of pipe.			
	Repair displaced riprap.			
	Clean accumulated sediment in culverts when >20% full.			
Buffers	Inspect for erosion and channelized flow semiannually.			
	Remove accumulated sediment semiannually.			
	Inspect vegetation cover and reestablish as needed.			
Roofline Dripedges	Check after each rainfall event to ensure that pond drains within 24-48 hours.			
	Replace top several inches of filter stone does not drain within 72 hours.			
	Inspect semi-annually for erosion or sediment accumulation and repair as necessary.			
Regular Maintenance	Clear accumulation of winter sand in paved areas annually.			