



February 16, 2022

Alex Sirois, Code Enforcement Officer
Town of Raymond
401 Webbs Mills Road
Raymond, ME 04071

**Re: Response to Review Comments
Raymond Hills Village Condominium
Raymond Hills LLC - Applicant**

Dear Alex and Planning Board Members:

On February 9th we had provided an e-mail response to the Town Planner's comments that were distributed on February 8th. The following is a restatement of the information contained in the email so that it is included in the public record for Planning Board consideration:

Response to Town Planner's Memo dated February 4th and distributed via email on February 8th:

Section A: The Stormtech chambers and filter ponds will be installed with impermeable liners. The design will temporarily displace groundwater within the excavated area during construction for dewatering, but we do not anticipate that the system would result in permanent alteration of the groundwater conditions. Note 23 was added to the Subdivision Plan which requires construction oversight during construction of the Engineered Wastewater Disposal System.

Section C: Attached is a revised Ability to Serve letter for the project from Portland Water District dated January 27, 2022.

Section D: We understand the concern for dewatering during construction, as this was a topic of discussion with the MDEP and CCSWCD during their review. Pumping groundwater to a concentrated flow condition during construction is not acceptable, especially on steep slopes. The plans include a detail on Sheet 8 showing the detail of a Dewatering Geotextile Filter Bag. We will work with the Town during construction to ensure that proper dewatering techniques are being followed. It has been customary with other projects to review groundwater conditions in the field during construction and make appropriate field changes to provide relief in areas where groundwater becomes an issue. We could run a perforated pipe connecting into OCS-1 and/or CB-1 to collect groundwater if it becomes an issue during construction.

Section E: The proposed residential project would be expected to generate 7.32 daily trips, 0.46 Am Peak Hour trips and 0.56 PM Peak Hour trips per dwelling unit based on Land use #220 – Multifamily Housing (Low-Rise) contained in the tenth edition of the Institute of Transportation Engineers (ITE) Trip Generation Handbook. Based on 25 dwelling units proposed, this would result in a maximum of 14 peak-hour trip-ends and 183 total daily weekday trip-ends. The driveway to the residence that is just north of the project entrance is shown on Sheet 4 – Plan & Profile drawing and Sheet 3 – Subdivision Plan.

Section F: Attached is an updated Hydrogeologic Analysis for the two additional leach fields that are proposed. The Hydrogeologic analysis shows that all 10 mg/l nitrate plumes will be contained within the property boundary. The dumpster location has been removed from the plans, and instead the owner

will utilize individual toters for trash removal that will be privately contracted for removal. Since each unit has a garage, the private toters will be stored inside the garage and wheeled out to the curb for pickup.

Section H: The project is not expected to be occupied by young families, so there will be minimal to no impact on the public school system. The road will be privately maintained by the owner, and trash removal will be private, so there will be minimal to no impact on town services. The road has been designed with adequate width, surface treatment, grades and turning radii to allow for adequate emergency service response.

Section I: The Maine DEP approval order was provided to the Town in a previous email. Attached is an updated letter from MDIFW indicating that they reviewed the expanded project area and have no objections.

Section J: Raymond Hills LLC is under agreement with MB Properties, Inc. to purchase approximately 3.7 acres of land with additional easement areas for stormwater management and grading, as we have shown on the plans. The applicant has created a separate Limited Liability Company called Sebago View, LLC and will be purchasing the remaining land of MB Properties, Inc. under this separate LLC. Attached is a copy of the signed Purchase & Sale agreement between MB Properties, Inc. and Sebago View, LLC. The 3.7 acres with stormwater easements will be conveyed from MB Properties, Inc. to Raymond Hills, LLC and the remaining land, including the land under the roadway, will be conveyed from MB Properties, Inc to Sebago View, LLC. The Condominium Lot will only contain the 12.55 acres that will be owned by Raymond Hills, LLC. The Sebago View, LLC lot will not be part of the Condominium or the Subdivision.

Section K: Attached is a letter of financial capacity from Androscoggin Bank indicating that they have reviewed the 25-unit project and find that Raymond Hills LLC has the financial capacity to complete the project as amended.

Section Q: The area of the right-of-way that is being built out for the roadway was included in the base area for phosphorus budget allocation, which increases the land area from 12.5 acres to 14 acres. This was discussed and approved by Maine DEP as part of their permit review process, and was accepted by the CCSWCD when they reviewed the project and accepted the phosphorus mitigation fee. Extreme storm events typically cannot be accommodated with catch basin inlets. The Maine DOT design standards for catch basin spacing assume that catch basin grates will not keep up with storm events above a 25-year storm and they account for partial flooding of the roadway on a temporary basis provided the roads are appropriately sloped and crowned so that there are passable lanes. We have designed the roads with appropriate crown and slope to ensure that road flooding will not be a problem.

We offer the following response to the Site Plan Review Comments:

Section A: Trees are being preserved to the greatest extent practicable given the need to account for grading, wastewater disposal, stormwater management and the requirement for adequately sloped roadways that are not too steep.

Section C: We have added an additional parking area to double the amount of visitor parking that was previously proposed from 4 spaces to 8 spaces.

Section E: The stormwater report submitted with the application on January 12 included a flooding analysis showing that peak rates of stormwater runoff were maintained or reduced at all study points.

Section F: The units will have individual outside propane tanks, similar to any typical residential home construction. The pump station will have a generator hook-up panel so that emergency power can be provided for extended power outages. The pump station will be metered separately from the individual condo units. The question about pump station capacity during power outages is a common one, and there have been studies completed by the E-One pump station manufacturer utilizing data from the Federal Power Commission on national electric power outages compared to actual water usage data during power failures. All appliances such as washing machines and dishwashers are rendered inoperable, and hot water heaters are off-line thus reducing the use of hot water for bathing and washing. Actual water consumption has been measured in a one-year study period to be 1.54 gallons per hour per person during power outages. Assuming a 50-person occupancy at the project, this would create less than 500 gallons of total water flow over a 6-hour period, which can easily be handled by the collection system since 500 gallons would only be 2.3 ft of water height within a 6-ft diameter pump station. We have added a small building structure adjacent to the pump station which will allow for the common meter to be mounted on the wall, and it will provide a place to store the generator that will be used for emergency power.

Section G: A note has been added to the 3.7-acre triangle of land that will be acquired from MB Properties, Inc. that states the land will be preserved as open space.

Section J: A typical landscaping detail is shown on Sheet 5 that depicts landscaping around the building perimeter.

The following waivers are requested for the project:

1. Article 10, Section 3.B.5 – Subdivision Road Length maximum of 1,000 ft.
2. Article 10, Section 3.B.6 – Two street connections required for Subdivisions with more than 25 dwelling units.

Review Criteria A: The road length and number of dwelling units on one dead-end road will not have a negative effect on the prevailing character of the area. The amount of traffic that will be generated for the 25-unit project is 14 peak hour trips, which is substantially lower than the 24 peak-hour trips that would be expected to be generated from a 24-unit single-family subdivision that could be built on a dead-end private road under the current ordinances. The residential homes will be connected to public water with fire hydrants installed throughout the development, so the long road will not cause unreasonable fire protection issues.

Review Criteria B: The natural environment will not be negatively impacted through the granting of the waiver. There were no other practical alternatives that were identified for the road placement that would have had less environmental impact.

Review Criteria C: The traffic conditions will be adequately managed by proposed road and site design elements. We have received a Driveway Entrance permit from the Maine DOT and the road has been designed to the applicable road standard.

Review Criteria D: The pedestrian traffic will not be negatively impacted by the proposed waiver request. The road contains ample width to allow for pedestrians to walk and bike.

Review Criteria E: There are no proposed signs or lighting associated with the waiver request.

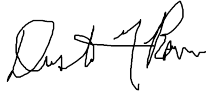
Review Criteria F: The Fire Department has reviewed our application and we have complied with all requests for revisions.

Review Criteria G: The subdivision does not violate any of the basic criteria established in Article 1, A through Q.

We wish to be included on the next available Planning Board agenda to continue discussion and review of this project. 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, appearing to read "Dustin M. Roma". The signature is fluid and cursive, with a large initial "D" and "R".

Dustin M. Roma, P.E.
President



Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

January 27, 2022

Jay Haskell, P.E.
DM Roma
PO Box 1116
Windham, ME 04062

Re: Webbs Mills Road, RA
Ability to Serve with PWD Water_REV1

Dear Mr. Haskell:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on March 22, 2021. Based on the information provided per plans dated January 25, 2022, we can confirm that the District will be able to serve the proposed project as further described in this letter. **Please note that this letter constitutes approval of the water system as currently designed and is valid for eighteen (18) months after the date of issue. Any changes affecting the approved water system will require further review and approval by PWD.**

Conditions of Service

The following conditions of service apply:

- A new 8-inch ductile iron water main extension is required within Webbs Mills Road ROW, from the connection to the 8-inch stub at Webbs Mills Road, to approximately the center of the last unit to be served within the proposed Raymond Hills Village subdivision.
- New 1-inch diameter domestic water services can be made from the new main extension to serve each unit in the proposed subdivision.
- An approved backflow prevention device must be installed on each service line directly after the meter prior to service activation. Please refer to the PWD website for more information on cross-connection control policies.
- Modeling performed by PWD on 1/27/22 shows that expected water flow at hydrants within the proposed development are approximately 2000 gpm. The development team will need to work with the Town of Raymond FD to determine if the expected fire flows meet the needs of the authority having jurisdiction over fire protection.

Prior to construction, the owner or contractor will need to complete a Main Extension Initiation Form and pay all necessary fees for each proposed service.

Existing Site Service

According to District records, the project site does not currently have existing water service.



Water System Characteristics

According to District records, there is an 12-inch diameter ductile iron water main in Webbs Mills Road and a public fire hydrant located approximately 500 feet from the site. The most recent static pressure reading was 88 psi.

Public Fire Protection

The installation of new public hydrants to be accepted into the District water system will most likely be required. It is your responsibility to contact the Town of Raymond Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

You have indicated that this project will not require water service to provide private fire protection to the site.

Should you disagree with this determination, you may request a review by the District's Internal Review Team. Your request for review must be in writing and state the reason for your disagreement with the determination. The request must be sent to MEANS@PWD.org or mailed to 225 Douglass Street, Portland Maine, 04104 c/o MEANS. The Internal Review Team will undertake review as requested within 2 weeks of receipt of a request for review.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District



Robert A. Bartels, P.E.
Senior Project Engineer

MARCOTTE ENVIRONMENTAL

Wastewater ♦ Groundwater ♦ Permitting ♦ Environmental Compliance

January 29, 2022

PN: #21031

DM Roma Consulting Engineers
P.O. Box 1116
Windham, ME 04062
Attn: Jayson Haskell

REFERENCE: Hydrogeologic Assessment
Raymond Hills Village – Webbs Mill Road / Route 85, Raymond, Maine

Dear Jayson:

A groundwater impact assessment for the above referenced residential development was prepared to estimate the impact to groundwater posed by the proposed subsurface wastewater disposal fields (leachfields).

Information used to complete the analysis includes a plan set provided by DM Roma Consulting Engineers dated January 12, 2022; soil test pit logs provided by Albert Frick Associates, Inc. (AFA); septic system designs prepared by Alex Finamore, LSE; and published geologic maps and literature.

WATER SUPPLY AND WASTEWATER DISPOSAL

Properties in the site vicinity are assumed to be served by individual onsite water supply wells, with the exception that the properties to the northwest along Webbs Mill Road (Route 85) maybe served by public water via a Portland Water District (PWD) service main on Webbs Mill Road.

The proposed development will be served by public water and three (3) subsurface wastewater disposal fields. The disposal fields include two (2) disposal fields with a design flow of 900 gallons per day (GPD) receiving septic tank effluent; and one (1) engineered disposal field with a design flow of 3,940 GPD receiving aerobically pretreated effluent.

SITE SETTING

Topographic, geologic, soils, and water well inventory maps showing the site and vicinity are provide as Attachment 2. The general direction of surface drainage is to the northwest and west towards Panther Run, a tributary of Sebago Lake.

The surficial geology at the site and vicinity is mapped as a glacial till (Pt) and ice-contact deposits (Pgi). Glacial till consists of poorly sorted, weakly to non-stratified mixture of silt, sand, pebble, cobbles, and boulders deposited by glacial ice, and is generally deposited directly on top of bedrock. Ice-contact deposits consist of braided stream and other fluvial sand and gravel material deposit by streams formerly located between the ice margin and adjacent hillsides during late glaciation. No mapped significant sand and gravel aquifers are located on the site.

Soils at the proposed disposal field location were mapped by the Natural Resources Conservation Services as Hermon sandy loam (extremely stony). Patches of Hinkley loamy sand are mapped on the western boundary of the site, where several borrow areas were observed and ice-contact deposits are mapped. Soils observed in test pits completed onsite by others are generally consistent with soils and geological maps.

Well construction data for drinking water wells in the site vicinity indicate competent bedrock is likely to be at a depth of 20 to 50 feet below the ground surface.

HYDROGEOLOGIC ASSESSMENT

The Town of Raymond Subdivision Ordinance requires the assessment of the potential for adverse impacts to groundwater associated with phosphate and nitrate-nitrogen in wastewater effluent discharged to the onsite subsurface wastewater disposal fields.

Potential Impact to Phosphate Concentration in Groundwater

Phosphorus is ubiquitous in the environment but is generally in the form of non-reactive (solid) forms that are not mobile in groundwater. The phosphate ion (PO_4^{3-}) is mobile in groundwater and is present in wastewater effluent. Phosphate in unsaturated zone pore water will rapidly adsorb to ferric iron mineral and/or will be incorporated into the soil microbial biomass or uptake by the roots of surface vegetation. Given the hydrogeologic setting and the vertical thickness of unsaturated soils under the proposed disposal field areas, no adverse impact to groundwater phosphate concentrations are anticipated.

Potential Impact to Nitrate-Nitrogen Concentration in Groundwater

A nitrate-nitrogen assessment was performed to estimate the distance from the disposal fields at which the concentration in groundwater would reach the Federal National Primary Drinking Water Standard and the Maine Maximum Exposure Guideline of 10 milligrams nitrogen per liter (mg-N/L). The average concentration of nitrate-nitrogen in pretreated septic tank and aerobically treated effluent used in this assessment are 40 mg-N/L and 20 mg-N/L, respectively. The background concentration of nitrate-nitrogen in groundwater and precipitation recharge area assumed to be 1 mg-N/L and 0.5 mg-N/L, respectively. Recharge is assumed to be 7% of the annual average precipitation.

Based on our understanding of site geology, treated effluent will drain to the disposal fields and infiltrate downward through more than 5 feet of unsaturated soils and to the water table. Thereupon, flow is predominately to the west northwest toward Panther Run.

A three-dimensional groundwater model was prepared using MODFLOW 6¹ and MT3D-USGS² to simulate the 10 mg-N/L groundwater plume lengths for the proposed disposal fields. Model boundaries and input parameters were assigned values based on topographic, geologic and soils information for the site and surrounding area, and best professional judgement. The nitrate plume lengths were estimated using advective transport and dispersion calculations only. No allowance for nitrogen removal by soil microbes, vegetation or sorption is included in the plume length calculations as a conservative measure.

The estimated nitrate-nitrogen plume lengths range from 90 feet to 150 feet as shown on the schematic site development plan provided as Attachment 2.

¹ MODFLOW 6.2.1, (2/18/2021), <https://www.usgs.gov/software/modflow-6-usgs-modular-hydrologic-model>

² MT3DMS-USGS 1.1, (6/28/2019), <https://www.usgs.gov/software/mt3d-usgs-groundwater-solute-transport-simulator-modflow>

CLOSURE

Results of this hydrogeologic assessment indicate the proposed subsurface wastewater disposal systems will result in no adverse impact to the phosphate concentration in off-site groundwater discharging to Panther Run. Nor will the proposed subsurface wastewater disposal systems result in an increase of nitrate-nitrogen above 10 mg/L in groundwater at the property boundary.

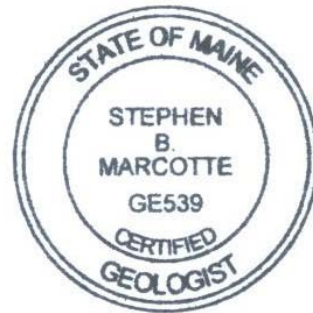
The findings herein are based on my interpretation of site conditions and the information provided to me. If there are significant changes the proposed septic system design flows, disposal field locations, or means of wastewater pre-treatment, I request the opportunity to review the changes and conduct further analysis as necessary to confirm the changes do not alter our conclusions.

Sincerely yours,
Marcotte Environmental



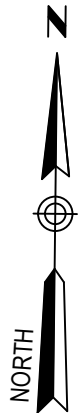
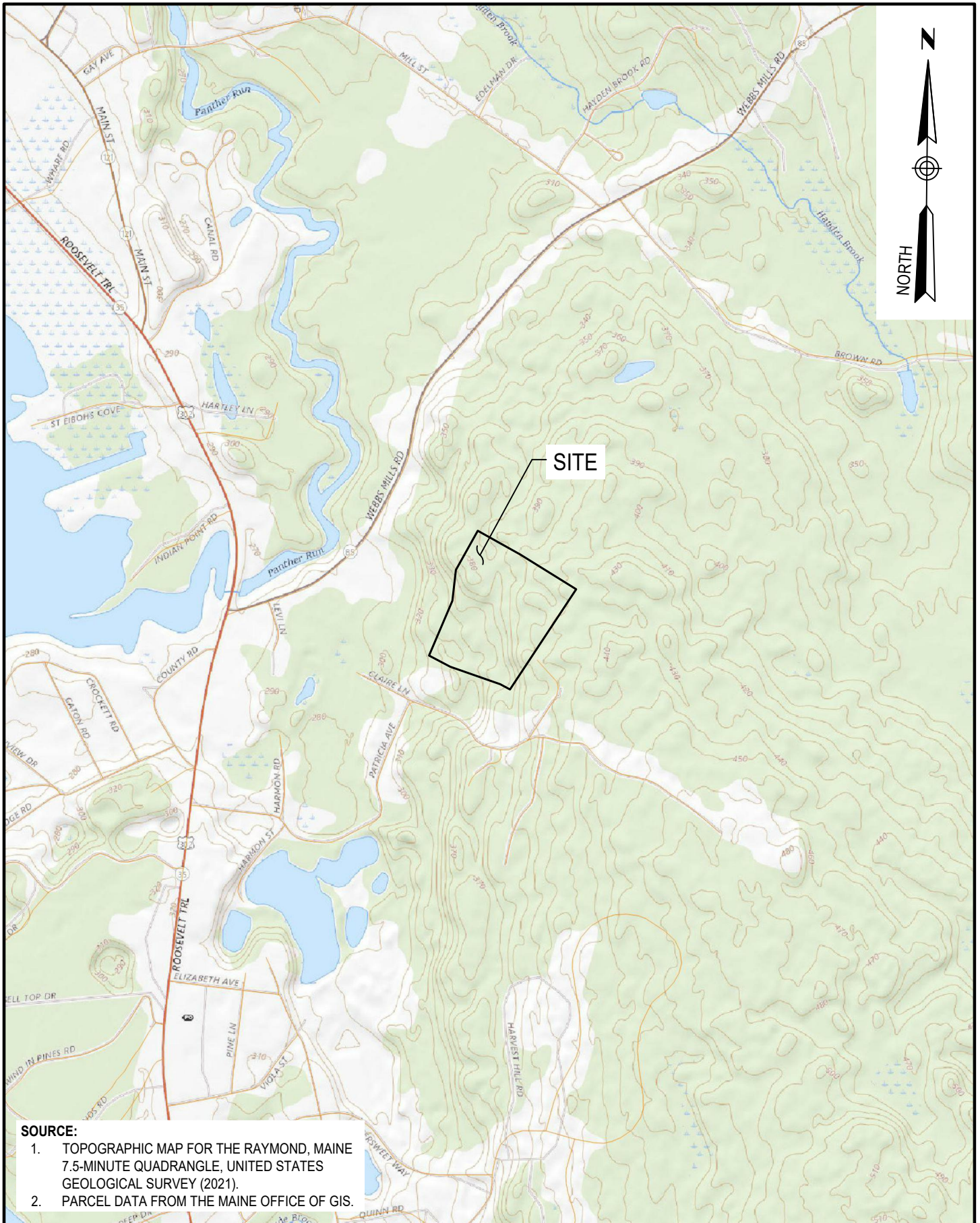
Stephen B. Marcotte, CG, LSE
Principal Hydrogeologist

Enclosures



ATTACHMENT 1

TOPOGRAPHIC & GEOLOGICAL MAPS



SITE

SOURCE:

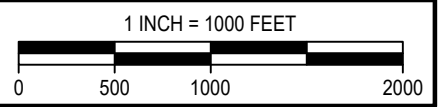
1. TOPOGRAPHIC MAP FOR THE RAYMOND, MAINE 7.5-MINUTE QUADRANGLE, UNITED STATES GEOLOGICAL SURVEY (2021).
2. PARCEL DATA FROM THE MAINE OFFICE OF GIS.

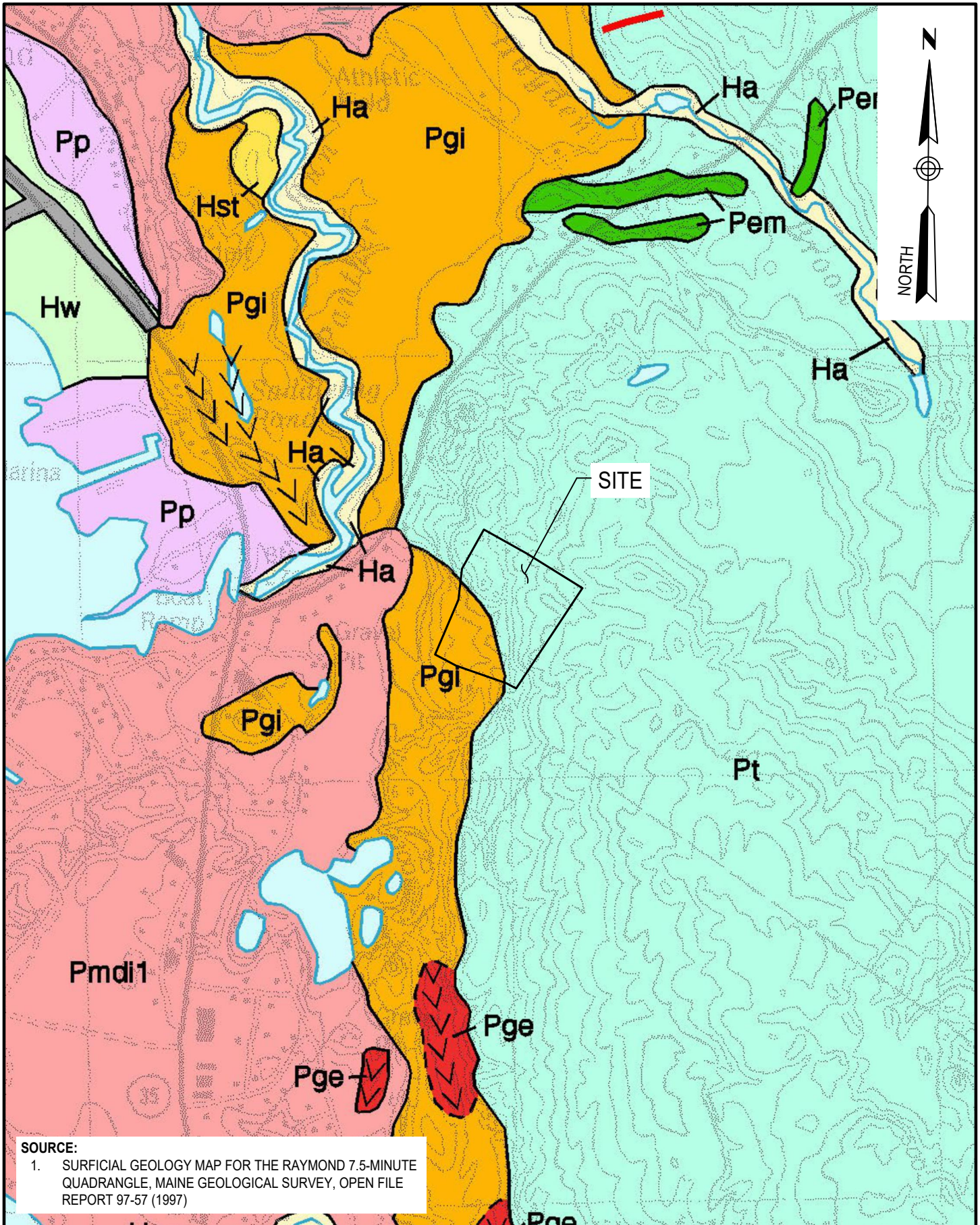
MARCOTTE ENVIRONMENTAL
 28 Lindan Lane - Gray, Maine

SITE LOCATION MAP

Raymond Hills Village - Webb's Mill Road, Raymond, Maine
 For DM Roma Consulting Engineers

BY: SBM
 DATE: 1/29/2022
 JN: 21031
 SCALE: 1" = 1000'





SOURCE:

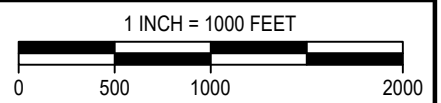
1. SURFICIAL GEOLOGY MAP FOR THE RAYMOND 7.5-MINUTE QUADRANGLE, MAINE GEOLOGICAL SURVEY, OPEN FILE REPORT 97-57 (1997)

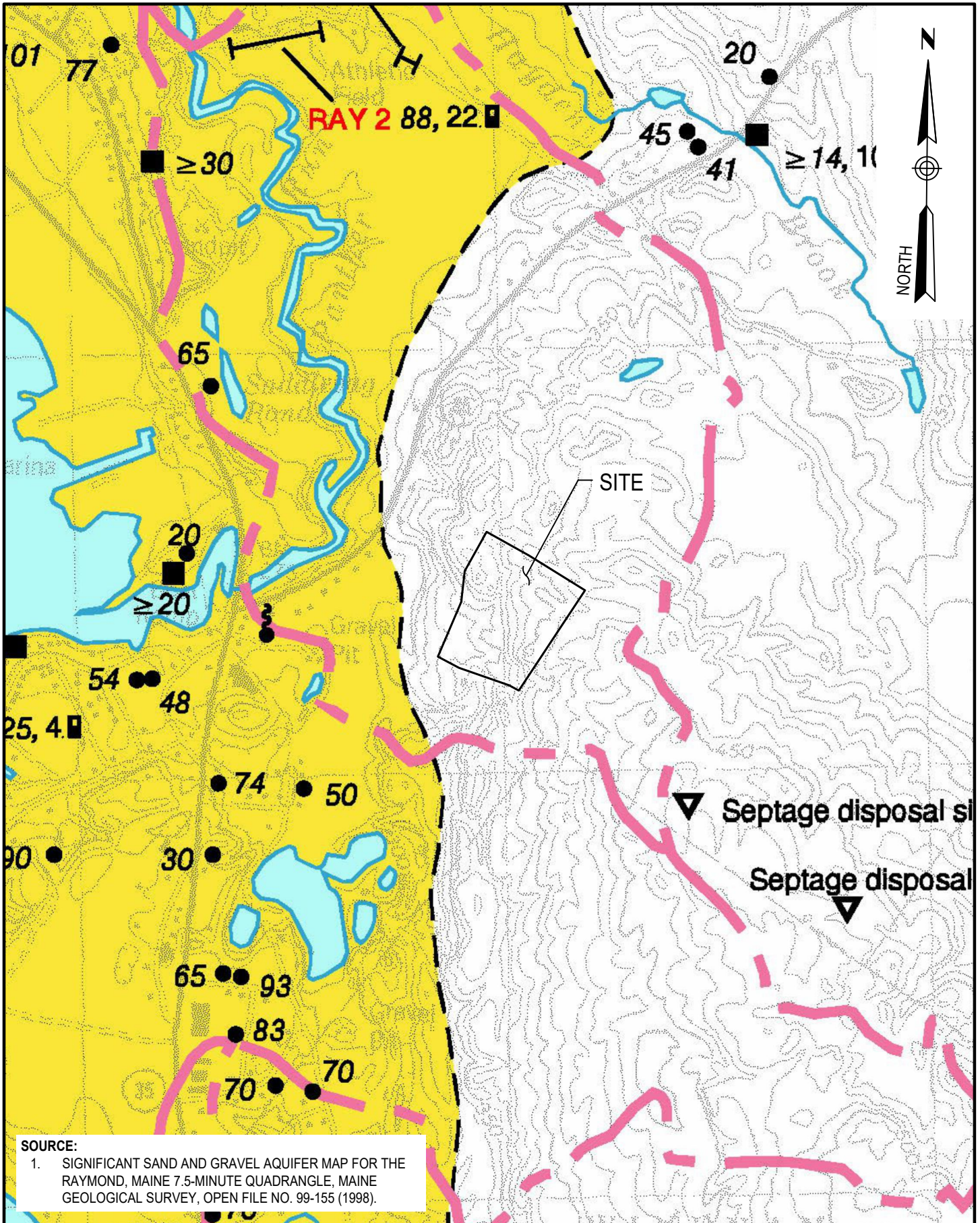
MARCOTTE ENVIRONMENTAL
28 Lindan Lane - Gray, Maine

SURFICIAL GEOLOGY MAP

Raymond Hills Village - Webbs Mill Road, Raymond, Maine
For DM Roma Consulting Engineers

BY: SBM
DATE: 1/29/2022
JN: 21031
SCALE: 1" = 1000'





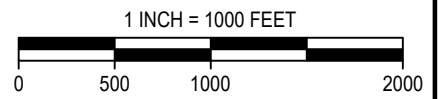
SOURCE:

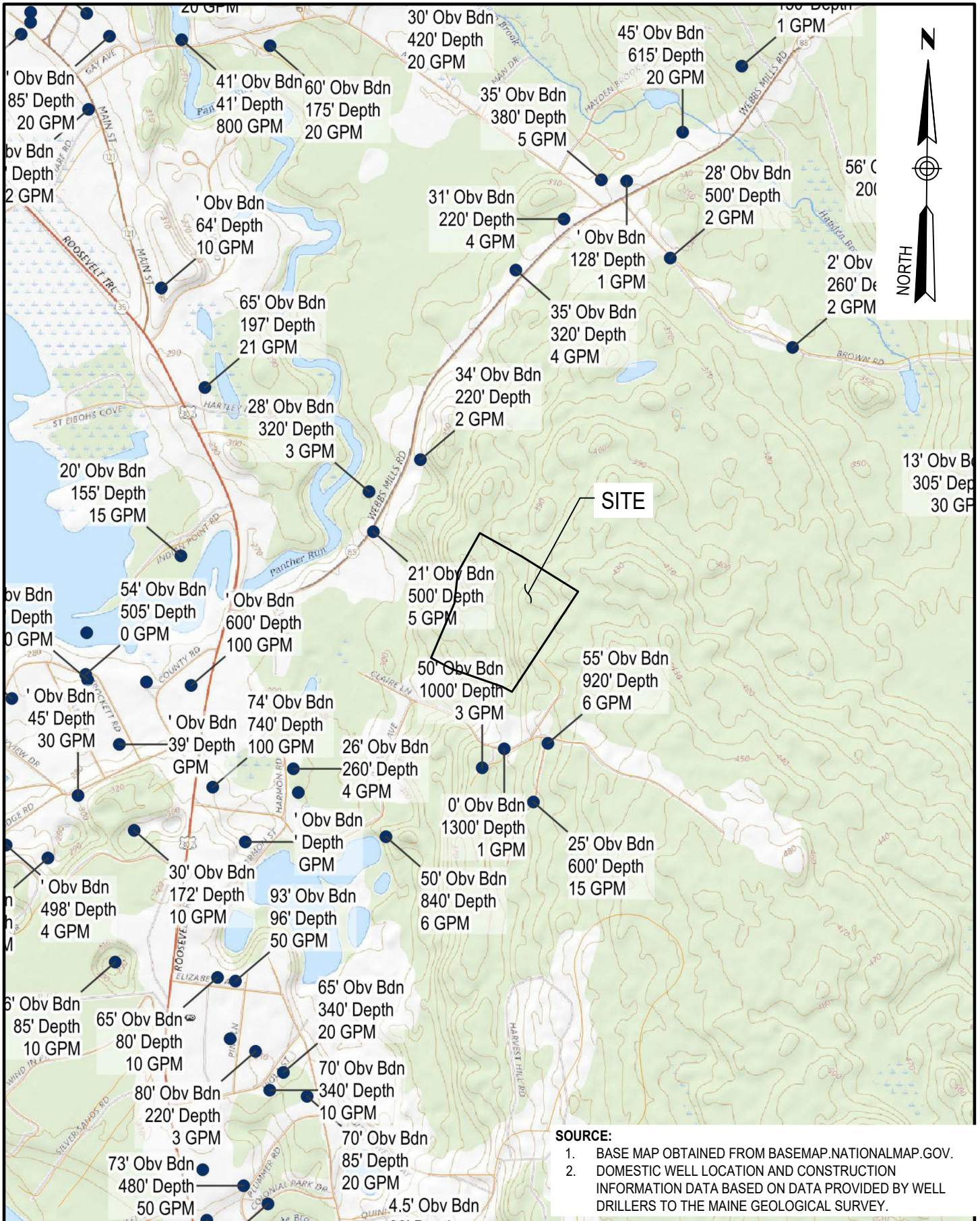
1. SIGNIFICANT SAND AND GRAVEL AQUIFER MAP FOR THE RAYMOND, MAINE 7.5-MINUTE QUADRANGLE, MAINE GEOLOGICAL SURVEY, OPEN FILE NO. 99-155 (1998).

MARCOTTE ENVIRONMENTAL
28 Lindan Lane - Gray, Maine

SIGNIFICANT SAND & GRAVEL AQUIFER MAP
Raymond Hills Village - Webbs Mill Road, Raymond, Maine
For DM Roma Consulting Engineers

BY: SBM
DATE: 1/29/2022
JN: 21031
SCALE: 1" = 1000'





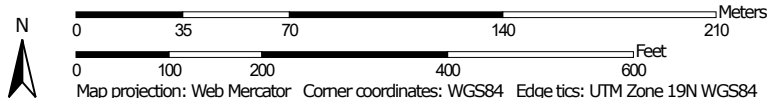
SOURCE:

1. BASE MAP OBTAINED FROM BASEMAP.NATIONALMAP.GOV.
2. DOMESTIC WELL LOCATION AND CONSTRUCTION INFORMATION DATA BASED ON DATA PROVIDED BY WELL DRILLERS TO THE MAINE GEOLOGICAL SURVEY.

Custom Soil Resource Report Soil Map

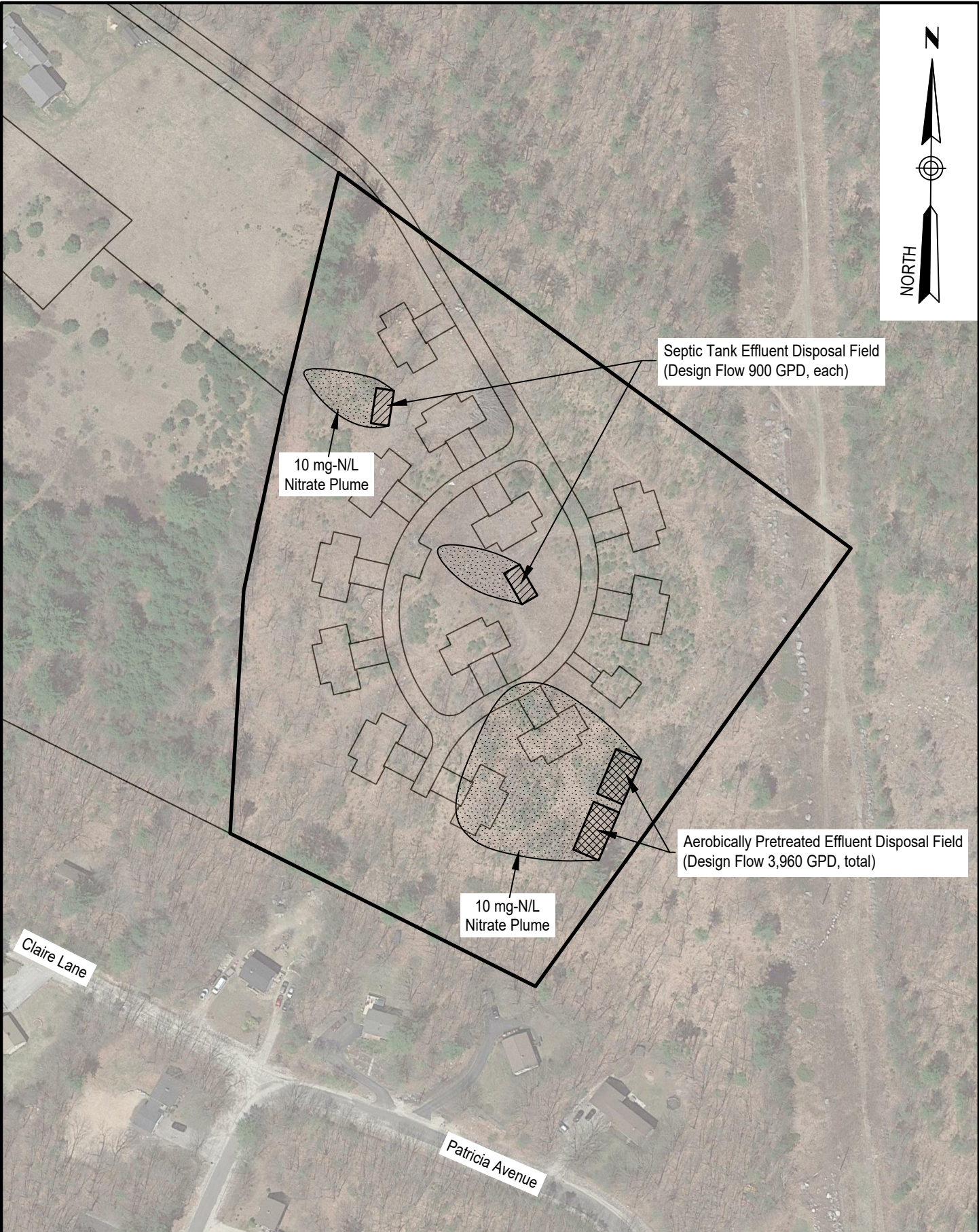


Map Scale: 1:2,480 if printed on A portrait (8.5" x 11") sheet.



ATTACHMENT 2

NITRATE-NITROGEN GROUNDWATER ASSESSMENT MAP



Septic Tank Effluent Disposal Field
(Design Flow 900 GPD, each)

10 mg-N/L
Nitrate Plume

Aerobically Pretreated Effluent Disposal Field
(Design Flow 3,960 GPD, total)

10 mg-N/L
Nitrate Plume

Claire Lane

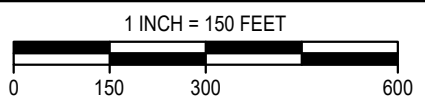
Patricia Avenue

**MARCOTTE
ENVIRONMENTAL**
28 Lindan Lane - Gray, Maine

HYDROGEOLOGIC ASSESSMENT MAP

Raymond Hills Village - Webbs Mill Road, Raymond, Maine
For DM Roma Consulting Engineers

BY: SBM
DATE: 1/29/2022
JN: 21031
SCALE: 1" = 150'





JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
353 WATER STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041



JUDITH CAMUSO
COMMISSIONER

December 27, 2021

Jayson Haskell
DM Roma Consulting Engineers
P.O. Box 1116
Windham, ME 04062

RE: Information Request – Raymond Hills Apartments Project, Raymond

Dear Jayson:

Per your request received on December 09, 2021, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *Raymond Hills Apartments* project in Raymond.

Our Department has not mapped any Essential Habitats that would be directly affected by your project.

Endangered, Threatened, and Special Concern Species

Bat Species – Of the eight species of bats that occur in Maine, the three *Myotis* species are protected under Maine’s Endangered Species Act (MESA) and are afforded special protection under 12 M.R.S §12801 - §12810. The three *Myotis* species include little brown bat (State Endangered), northern long-eared bat (State Endangered), and eastern small-footed bat (State Threatened). The five remaining bat species are listed as Special Concern: big brown bat, red bat, hoary bat, silver-haired bat, and tri-colored bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence it is likely that several of these species occur within the project area during migration and/or the breeding season. However, our Agency does not anticipate significant impacts to any of the bat species as a result of this project.

Significant Wildlife Habitat

Significant Vernal Pools - At this time MDIFW Significant Wildlife Habitat (SWH) maps indicate no known presence of SWHs subject to protection under the Natural Resources Protection Act (NRPA) within the project area, which include Waterfowl and Wading Bird Habitats, Seabird Nesting Islands, Shorebird Areas, and Significant Vernal Pools. However, a comprehensive statewide inventory for Significant Vernal Pools has not been completed. Therefore, we recommend that surveys for vernal pools be conducted within the project boundary by qualified wetland scientists prior to final project design to determine whether there are Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before the submission of any necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

Fisheries Habitat

We recommend that 100-foot undisturbed vegetated buffers be maintained along streams. Buffers should be measured from the edge of stream or associated fringe and floodplain wetlands. Maintaining and enhancing buffers along streams that support coldwater fisheries is critical to the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various forms of aquatic life necessary to support conditions required by many fish species. Stream crossings should be avoided, but if a stream crossing is necessary, or an existing crossing needs to be modified, it should be designed to provide full fish passage. Small streams, including intermittent streams, can provide crucial rearing habitat, cold water for thermal refugia, and abundant food for juvenile salmonids on a seasonal basis and undersized crossings may inhibit these functions. Generally, MDIFW recommends that all new, modified, and replacement stream crossings be sized to span at least 1.2 times the bankfull width of the stream. In addition, we generally recommend that stream crossings be open bottomed (i.e. natural bottom), although embedded structures which are backfilled with representative streambed material have been shown to be effective in not only providing habitat connectivity for fish but also for other aquatic organisms. Construction Best Management Practices should be closely followed to avoid erosion, sedimentation, alteration of stream flow, and other impacts as eroding soils from construction activities can travel significant distances as well as transport other pollutants resulting in direct impacts to fish and fisheries habitat. In addition, we recommend that any necessary instream work occur between July 15 and October 1.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program, Maine Department of Marine Resources, and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,



Becca Settele
Wildlife Biologist

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

01/15/2022

01/15/2022

Effective Date

Offer Date

Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Sebago View, LLC ("Buyer") and MB Properties Incorporated & C/O Patrick McGoldrick ("Seller").
2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of (if "part of" see para. 22 for explanation) the property situated in municipality of Raymond, County of Cumberland, State of Maine, located at 0 Webbs Mill Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 29305, Page(s) 0224.
3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of _____ Buyer has delivered; or will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$ 1,000. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered 01/21/2022. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: Red Door Title ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 01/21/2022 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.
5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 01/28/2022 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.
6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.
7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.
9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) N/A. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.
10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

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Buyer(s) Initials

TC

Seller(s) Initials

SM

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

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

Further specifications regarding any of the above: N/A

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

11. FINANCING: Buyer's obligation to close:

- is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
- is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within 5 days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than 2 days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.
- Buyer's ability to purchase is is not subject to the sale of another property. See addendum Yes No.
- Buyer's obligation to close is subject to financing as follows:
 - a. Buyer's obligation to close is subject to Buyer obtaining a N/A loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within N/a days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
 - d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

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

N/A () of ()

Licensee _____ MLS ID _____ Agency _____ MLS ID _____

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

N/A () of ()

Licensee _____ MLS ID _____ Agency _____ MLS ID _____

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

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

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form. N/A

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

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

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

Page 3 of 5 - P&S-LO Buyer(s) Initials TC Seller(s) Initials SM

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

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

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

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

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

22. OTHER CONDITIONS:

23. GENERAL PROVISIONS:

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

24. ADDENDA: Yes No Explain: _____

TC

DM

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

Buyer's Mailing address is 224 Lakewood Road Casco Maine 04015

<u>Timothy Clinton</u>	<u>1/28/2022</u>	BUYER	DATE
BUYER	DATE	BUYER	DATE

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

Seller's Mailing address is 11 CHERRY LN, WINDHAM, ME 04062

<u>MB PROPERTIES</u>		SELLER	DATE
<u>[Signature]</u>	<u>1-28-22</u>	SELLER	DATE
SELLER	DATE	SELLER	DATE

COUNTER-OFFER

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

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

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

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





A Banking Force For Good



January 11, 2022

Re: Raymond Hills Project

To The Town of Raymond -

We are pleased to confirm that Timothy Clinton has the financial capacity to support the 25-unit residential project in Raymond, Maine.

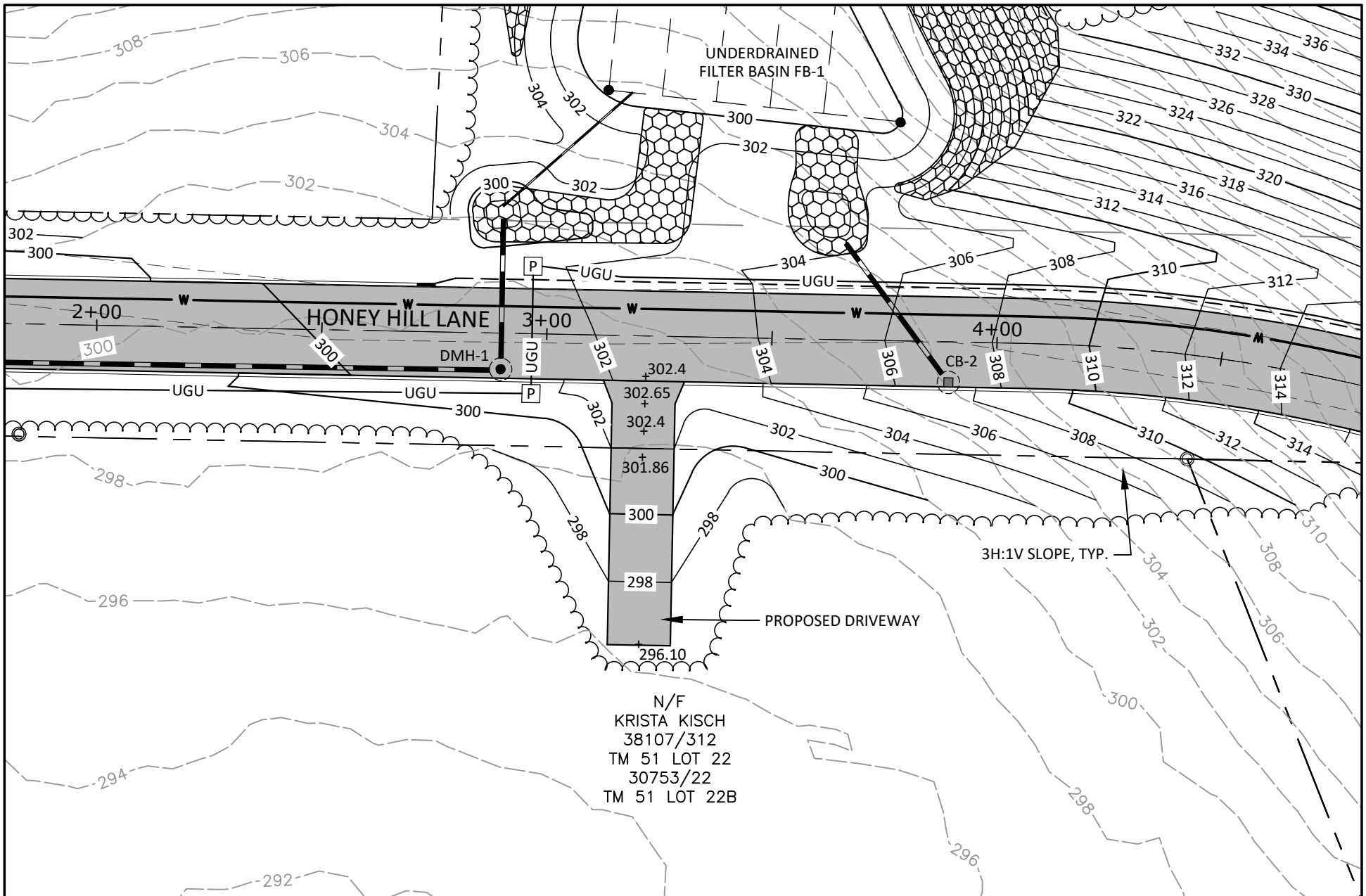
Androscoggin Bank has a long standing relationship with Timothy Clinton and he is currently in good standing. This letter is not a commitment to lend funds, however, we strongly believe Timothy Clinton has the financial capacity to support this project.

I trust this letter complies with the requirements. If you should need further information or clarification, please feel free to contact me at (207) 518-6315.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa Knutson".

Melissa Knutson
VP, Commercial Loan Officer
100 Middle Street
West Tower, Suite 303
Portland, Maine 04101
Office: 207.518.6315



DRIVEWAY CONNECTION PLAN

RAYMOND HILLS VILLAGE
RAYMOND, MAINE

FOR:
RAYMOND HILLS, LLC
9 DAVIS FARM ROAD
RAYMOND, MAINE 04071

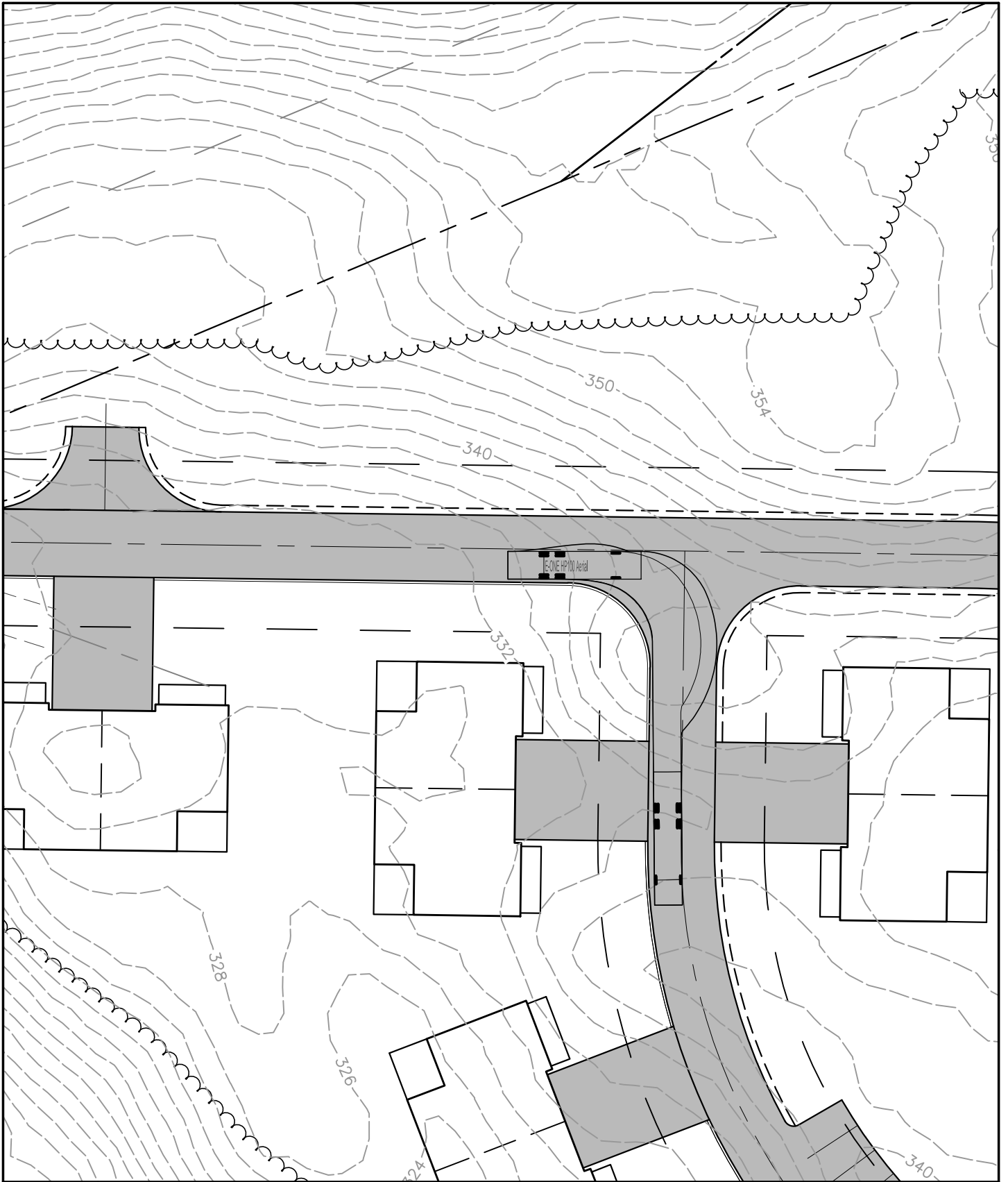
SCALE: 1"=30'
DATE: 2-16-2022
JOB NUMBER: 21006

DM ROMA

CONSULTING ENGINEERS

P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

NOTES:



TURNING TEMPLATE EXHIBIT

RAYMOND HILLS VILLAGE
 RAYMOND, MAINE

FOR:
 RAYMOND HILLS, LLC
 9 DAVIS ROAD
 RAYMOND, MAINE 04071

*TRUCK DIMENSIONS BASED ON E-ONE
 HP-100 AERIAL TRUCK
 LENGTH=40' WIDTH=8.33'
 TANDEM REAR AXLE

SCALE: 1"=40'
 DATE: 2-16-2022
 JOB NUMBER: 21006

DM ROMA

CONSULTING ENGINEERS

P.O. BOX 1116
 WINDHAM, ME 04062
 (207) 310 - 0506