

IN THE MATTER OF

RONALD LIBBY and )  
MICHELLE LIBBY )  
10 INVERNESS ROAD ) ADMINISTRATIVE CONSENT AGREEMENT  
FALMOUTH, MAINE )

This Administrative Consent Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between Ronald Libby and Michelle Libby (hereafter collectively "Homeowners") of 10 Inverness Road, Falmouth, ME 04105, for themselves, their heirs and assigns, and the Town of Falmouth, a Maine municipality with offices at 271 Falmouth Road, Falmouth, ME 04105 (the "Town").

**RECITALS**

Whereas, the Homeowners are the owners of property at 10 Inverness Road, Falmouth which appears as Map U65, Lot 031 on the Assessor's maps (hereafter the "Property") and which is located within the Falmouth on-the-Green subdivision;

Whereas, the residence on the Property is served by a sewage disposal system consisting of a pump station and septic tank located on the Property, which septic tank discharges into the Town's sewer main located in Inverness Road;

Whereas, section 18-133 of the Falmouth Code of Ordinances, as amended January 11, 2010, prohibits the use of septic tanks that discharge into the Town's sewer system and gives the owners of such septic tanks on January 11, 2010 until January 11, 2012 to remove or bypass such tanks;

Whereas, the Homeowners have failed to remove or bypass the septic tank on their property and are unwilling to do so at the professionally estimated cost for that project of more than \$35,000;

Whereas, the Town recognizes that the location of the residence on the Property and the extensive landscape features constructed on the Property which will have to be excavated make the Homeowners' costs for complying with section 18-133 approximately ten times the average costs for compliance incurred by other owners of residences within Falmouth on the Green;

Whereas, the Town recognizes that the location of the septic tank on the Property makes it unlikely that this septic tank will experience significant inflow/infiltration that ultimately discharges into the Town's sewer system; and

Whereas, given the unusual facts and circumstances surrounding the Property and the very high costs of compliance with section 18-133, the Town is willing to forebear from bringing an action to enforce section 18-133 with respect to removing or bypassing the septic tank provided that the Homeowners comply with this Agreement.

**AGREEMENT**

Now Therefore, the parties agree as follows:

1. The Homeowners shall pay to the Town a penalty of \$3,500 upon execution of this Agreement. By signing this Agreement, the Town acknowledges receipt of the penalty payment.
2. In the event that the Town measures volumes of effluent from the Property discharging into the Town’s sewer system in amounts that the Sewer Superintendent deems significant and to be caused by the inflow/infiltration of groundwater/surface water to the septic system on the Property, the Superintendent shall notify the Homeowners or their successors in interests, as the case may be, in writing of his/her determination. Within 120 days of receipt of the notice, the Homeowners or their successors shall cause the septic system to be examined and repaired at their expense and in such a manner to eliminate the infiltration or inflow of groundwater/surface water. In the unlikely event the homeowner’s tank must be repaired or bypassed to comply with infiltration standards, the related expenses shall be reimbursed to the homeowner by the Town up to \$3,500 upon proof of expenses being furnished to the Town. It is further stipulated that any expense in excess of \$3,500 shall be responsibility of the homeowner.
3. So long as the Homeowners or their successors comply with this Agreement, the Town agrees not to institute an action for violation of section 18-133.
4. This Agreement shall be recorded in the Cumberland County Registry of Deeds.

In witness whereof, the parties have executed this Agreement at Falmouth, Maine on the date above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ronald Libby

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michelle Libby

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2012

Then personally appeared before me the above named Ronald Libby and Michelle Libby and acknowledged the foregoing instrument to be their free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at law  
Printed Name: \_\_\_\_\_  
TOWN OF FALMOUTH

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Nathan A. Poore  
Town Manager

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2012

Then personally appeared before me the above named Nathan A. Poore and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at law  
Printed Name: \_\_\_\_\_