

REAL ESTATE AUCTION R19-254  
135 COURT STREET, MACHIAS, ME



FRIDAY, MAY 3RD 2019 @ 2 PM

5/3/19

135 COURT STREET, MACHIAS, ME

PREVIEW: MONDAY, APRIL 22ND 2019 @ 2:00-3:00 PM OR BY APPT.

MAP/LOT 14-02

± 0.21 ACRES

# **R19-254 Land / Residential**

135 Court Street, Machias, ME

Map/Lot 14-02

± 0.21 Acres

Prepared for:

**Machias Savings Bank**

Prepared by:

**Central Maine Auction Center**

Emily Tilton, Auction License #1621

## CENTRAL MAINE AUCTION CENTER

44 CONCORD DRIVE, HERMON, MAINE 04401

(207) 848-7027 • CMAUCTIONCENTER.COM

**FRIDAY, MAY 3RD 2019 @ 2 PM**

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Adams Real Estate would like to announce auction R19-254. The real estate at 135 Court Street in Machias, ME, consists of  $\pm$  0.21 acres of residential land.

The above property is subject to a \$2,500 deposit (nonrefundable) in CASH or CERTIFIED U.S. FUNDS made payable to Machias Savings Bank (deposited with Auctioneer as qualification to bid). The property will be sold by public auction as is-where is, subject to all outstanding municipal assessments.

Machias Savings Bank, Central Maine Auction Center and Adams Real Estate make no warranties of any kind regarding its title to the property or the physical condition, location or value of the property, or compliance with any applicable federal, state or local law, ordinance and regulation, including zoning, or land use ordinances. Bidders must satisfy themselves to each of those matters as an ordinary and prudent buyer.

For further information regarding the property, the public sale bidding details, and additional terms, contact Central Maine Auction Center.

**ADDITIONAL TERMS AND CONDITIONS MAY BE ANNOUNCED BY THE AUCTIONEER ON THE DATE OF THE PUBLIC SALE AND ARE INCORPORATED HEREIN BY REFERENCE.**

Central Maine Auction Center is available to assist you with any questions you may have regarding the property or our auction process. Our friendly, professional staff is committed to providing quality service and look forward to seeing you on auction day.



Maine Department of Health and Human Services  
Maine Center for Disease Control and Prevention  
11 State House Station  
286 Water Street  
Augusta, Maine 04333-0011

PAUL R. LEPAGE  
GOVERNOR

BETHANY L. HAMM  
ACTING COMMISSIONER

September 12, 2018

Mr. Prince Ogbanna  
8403 New England Dr  
Amarillo, TX 79119

**NOTICE OF ENVIRONMENTAL LEAD HAZARDS  
ORDER TO ABATE AND RELOCATE TENANTS**

**CERTIFIED MAIL RETURN RECEIPT REQUESTED #: 7015 3430 0000 5065 5969**

**CASE ID: 18-147**

**PHYSICAL LOCATION: 135 COURT ST, MACHIAS, ME**

Dear Mr. Ogbanna

On 8/7/2018 an Environmental Lead Investigation was performed at the rental property listed above. An Environmental Lead Investigation is a detailed inspection to identify lead hazards. That inspection found lead hazards that must be abated, according to the Maine Lead Poisoning Control Act. Please review the enclosed report, which includes the results of the inspection, then call me at: (207) 287-3227, to discuss how to proceed.

Maine's Lead Poisoning Control Act requires the property owner to abate the lead hazards within thirty (30) days of receipt of this notice, by choosing one of the following options:

- **Hire a Licensed Lead Abatement Contractor.** The contractor must be licensed by the Maine Department of Environmental Protection (22 M.R.S. §1321.3). Enclosed is a list of all licensed lead abatement contractors in the State of Maine. No other contractors are qualified, or allowed, to do this work under Maine law. Use of a non-licensed contractor may result in fines as much as \$500 per unit, per day and/or referral to the State of Maine Attorney General's Office as a criminal violation.
- **Become Licensed As A Lead Abatement Contractor.** To find out how to become licensed, call Sandy Moody at the Maine Department of Environmental Protection at 287-7751. Addressing lead hazards without being licensed as an abatement contractor may result in fines as much as \$500 per unit, per day and/or referral to the State of Maine Attorney General's Office as a criminal violation.

- **Sell the Property to a new owner, who must complete the required abatement.** If you choose to sell the property, you must notify the new owner in writing that there is an abatement order on the property and that the new owner must address the lead hazards (22 M.R.S. §1321.4). You must send a copy of that letter to the Maine CDC Childhood Lead Poisoning Prevention Unit. Failure to notify the new owner of the abatement order and the requirement to abate, or failure to notify the Maine CDC Childhood Lead Poisoning Prevention Unit, may result in fines as much as \$500 per unit, per day and/or referral to the State of Maine Attorney General's Office as a criminal violation.

If the work cannot be finished within thirty (30) days, you may ask for more time by mailing us your written request. When requesting more time to finish the abatement, be sure to include and describe the following areas:

- What work on the abatement is completed so far;
- The reason why the work cannot be completed in thirty (30) days;
- An outline of the plan to complete the abatement; and,
- The proposed completion date.

The request must be made in writing to me at the address below.

We may deny your request if you fail to demonstrate either sufficient progress or an effort to meet the requirements. Failure to abate the property within thirty (30) days without a valid request for extension granted may result in fines for as much as \$500 per unit, per day, and/or referral to the State of Maine Attorney General's Office as a criminal violation (22 M.R.S. §1321.3).

Please be aware that if the property is not abated or an extension is not granted within 30 days of receipt of this order, you may be subject to fines.

No unit that is, or becomes empty within this building, is allowed for rental after the date of this abatement order (22 M.R.S. §1322). This prohibition is in accordance with the Lead Poisoning Control Act, and it remains in place until the following actions occur:

- Completion of all abatement of the interior and exterior of the building;
- You receive passing results of clearance lead dust testing; and,
- You receive a compliance letter from the Maine CDC Childhood Lead Poisoning Prevention Unit that states the unit is cleared.

Re-renting units before being cleared may result in fines of \$500 per violation, per unit, per day.

You may not evict tenants with children due to the existence of lead hazards (22 M.R.S. §1322). Eviction of tenants due to lead hazards may result in fines of \$500 per violation, per unit, per day and/or referral to the State of Maine Attorney General's Office as a criminal violation.

You are required to relocate your tenants to another apartment that passes inspection for being lead-safe (22 M.R.S. §1322). The new apartment must be of similar size and location. In addition, this new apartment may be one you own, or one owned by a different landlord. When you find a possible relocation apartment(s), you must notify your tenants in writing and send the Maine CDC Childhood Lead Poisoning Prevention Unit a copy of the letter(s). You will be responsible for the costs of relocating the tenants, which include the following:

- Rental of a moving van or truck to move tenants' belongings to the new unit and back, once abatement is completed. You must send a copy of the receipts to the Maine CDC Childhood Lead Poisoning Prevention Unit;
- Re-establishing utilities. You must send a copy of any documentation to the Maine CDC Childhood Lead Poisoning Prevention Unit;
- Security deposit and last month's rent, even if you did not require a security deposit for your own unit. You must pay the security deposit for the new unit, if required by the new apartment's owner. You must send a copy of the canceled check to the Maine CDC Childhood Lead Poisoning Prevention Unit; and
- The difference in monthly rent, if the new apartment is more expensive than your own unit. You are responsible for paying rent on all months until the abatement is completed. You must send a copy of the canceled check for each month's rent to the Maine CDC Childhood Lead Poisoning Prevention Unit.

Failure to relocate the family and abide by these requirements by October 15, 2018 may result in fines of \$500 per violation, per day and/or referral to the State of Maine Attorney General's Office as a criminal violation

Again, please call me to discuss these requirements.

Sincerely,



Ellen DeOrsay, Environmental Coordinator  
Maine CDC Childhood Lead Poisoning Prevention Unit  
286 Water St., SHS # 11  
Augusta, ME 04333-0011  
207-287-5378  
ellen.deorsay@maine.gov

Cc: Sandy Moody, DEP  
Troy Fullmer, Maine State Housing Authority  
Rebecca Grant, Penquis  
David Orcutt, Penquis

Enc: Lead-Based Paint Environmental Investigation Report  
Lead Abatement Contractor Listing

Lead Abatement Contractor Listing

Bus_Name	Bus_Add1	Bus_City	US_Stat	Bus_Zip	Bus_Phone
82 CONSTRUCTION LLC	PO BOX 542	DEERFIELD	NH	03037	6034900438
A & L HOME SOLUTIONS	42 BUTTERSHILL TERRACE	WINTHROP	ME	04364	2076200124
ABATEMENT PROFESSIONALS CORP	590 COUNTY RD, SUITE 2	WESTBROOK	ME	04092	2077731276
BAGALA WOOD & WINDOW WORKS	677 MAIN ST.	WESTBROOK	ME	04092	2078879231
BANGOR ABATEMENT, INC	PO BOX 248	HAMPDEN	ME	04444	2073077903
BATCHELDER CONSTRUCTION	77 PLEASANT ST.	PASSADUMKEAG	ME	04475	2079911582
CASCO BAY ABATEMENT	PO BOX 18	CLIFF ISLAND	ME	04019	2078359692
COASTAL LEAD ABATEMENT	404 SOUTH SHORE DRIVE	OWLS HEAD	ME	04854	2075932363
COTE PAINTING	5 LUCETTE AVE.	OLD ORCHARD BEACH	ME	04064	2074688219
D.B. MILLS CONSTRUCTION	593 A NORTH CHESTER RD	CHESTER	ME	04457	7012640696
GARMOUR MULTIFAMILY LLC	1027 MILTON MILLS ROAD	ACTON	ME	04001	2074323393
HAMEL HOMES	7 GROVE ST.	MILFORD	ME	04461	2078272177
JMS LLC	129 INDIAN REST ROAD	HARPSWELL	ME	04079	2075043382
JOSEPH WYMAN	PO BOX 442	SKOWHEGAN	ME	04976	2073998887
KEVIN BOUTIN BUILDERS, LLC	47 OLD PUMP ROAD	LYMAN	ME	04002	2072843579
LEADTECH	10 VINE ST.	BIDDEFORD	ME	04005	2075024269
LESSARD BROS. CONSTRUCTION, INC.	140 MAIN ST.	GREENE	ME	04236	2075764330
LIGHTHOUSE PAINTING, INC.	98 SAWYER ST.	SOUTH PORTLAND	ME	04106	2076154756
MATT MO ABATEMENT	57 NORTH ST.	HOULTON	ME	04730	2076943391
NATURAL HOME SOLUTIONS	14 NORTH ST. #2	AUGUSTA	ME	04330	2072423793
R&D ABATEMENT	1406 HAINES MEADOW ROAD	BUXTON	ME	04093	2072897196
RAY CORPORATION	571 SABATTUS ST. SUITE 1	LEWISTON	ME	04240	2075762517
RED BARN CONSTRUCTION	PO BOX 199	NORRIDGEWOCK	ME	04957	2074310873
RENOVATE RIGHT CONSTRUCTION LLC	107 EASTERN DRIVE	WALES	ME	04280	2078440097
SAFE ENVIRONMENTAL SOLUTIONS, INC.	346 SOUTH STREET, BLDG 2	GORHAM	ME	04038	2076153694
SAVAGE ABATEMENT CO.	PO BOX 405	BINGHAM	ME	04920	2074741366
T. CROSBY CONSTRUCTION	PO BOX 63	PASSADUMKEAG	ME	04475	2077323606
TNT PAINTING	PO BOX 535	HOULTON	ME	04761	2076941595
TRAVIS KEARNEY	PO BOX 1191	MARS HILL	ME	04758	2072271385
YD HOLDINGS LLC	5A RITA ROAD	KENNEBUNKPORT	ME	04046	6032855902
Revised 9/11/18					



**Questions and Answers:  
Environmental Lead Inspections for Landlords**  
Revised: 6/01/2017

**1. Why am I getting this notification?**

The Maine Center for Disease Control (ME CDC) Childhood Lead Poisoning Prevention Unit is sending a licensed inspector to check your apartment building for lead hazards. A lead hazard is anything that may cause exposure to lead-contaminated dust, lead-contaminated soil, lead-contaminated water or lead-based paint. An Environmental Lead Investigation is a detailed inspection of your building to specifically look for lead hazards.

**2. Why are you sending someone to inspect my building?**

One or more of the following conditions triggered the inspection under Maine's Lead Poisoning Control Act (22 M.R.S. §§1320 and 1320-A):

- A. Evidence that lead-based substances may exist in or upon an exposed surface;
- B. The owner, or a tenant with children, requested an inspection;
- C. A child with lead poisoning resides or resided in an apartment within the building; and/or
- D. Lead-based substances were found in any apartment within the building.

Delaying or preventing the inspection of your building may result in significant fines.

**3. Does this mean that a child in one of my units has lead poisoning?**

Possibly. We may be inspecting your building for any of the reasons listed above. However, we cannot tell you anything about the health of any children in your units because the health information is protected. Maine's Lead Poisoning Control Act (22 M.R.S., Chpt 252, §1317-C) specifically forbids us from releasing any information about a child or the source of lead exposure, if that information identifies children, families or other persons, directly or indirectly. In addition, there are multiple state and federal laws, such as the Health Insurance Portability and Accountability Act (HIPAA), which keep an individual's medical information private.

**4. Does this mean I will have to pay for expensive lead abatement?**

Not necessarily. A lead inspection may not identify any lead hazards. Or, if the inspection identifies lead hazards, you may be eligible to receive financial assistance for the costs required to address the lead hazards.



## **Do I have to pay for the inspection?**

No. Our program covers the costs of the inspection.

## **6. What happens during the inspection?**

A trained inspector will visit your building to look for lead hazards, using tools and tests equipped to find lead. The inspector will look for lead hazards in all apartment units of the building. No one needs to move any furniture. The inspection takes about two hours per apartment unit. You will need to provide our inspector access to each apartment unit.

## **7. What are the next steps, and how long will this process take?**

Step A: Our contracted inspector will contact you within a few days to schedule a time to inspect the building identified in the cover letter. The inspection usually occurs within a week or two of receiving this letter.

If the inspection occurs when the soil is frozen or covered with snow, the inspector will have to return in the spring when the soil can be sampled.

Step B: If lead hazards are found during the inspection, the inspector will post a notice on the building that day. This notice may not be removed until you get a letter from us stating that it may be removed. It is the landlord's responsibility to keep the posting on the building. If it is removed prematurely, you may be fined. All residents within the building will also receive a notice. The notice lets residents know that lead hazards were found in the building. If no lead hazards are found, you will get a report stating that no lead hazards were found.

Step C: If hazards are found you will receive an Order to Abate. Once your building is under an Order to Abate, the following rules apply:

- a. If any apartment in the building becomes vacant, you may not re-rent it to anyone until the lead hazards are abated (22 M.R.S. §1322).
- b. You may not evict any family with children already residing in an apartment which has been inspected and posted, due to the presence of lead-based paint or building materials (22 M.R.S. §1322).
- c. Under certain circumstances, we may require you to relocate the tenants until the lead hazards are abated. We may, on a case-by-case basis, waive this requirement, if we determine that the family can stay there safely until full abatement of lead hazards occurs. This waiver of the requirement to relocate depends on the nature and severity of lead hazards identified (22 M.R.S. §1322).

In a follow-up letter you will receive a report of the investigation identifying where hazards were identified. Within 30 days of receiving this report you must abate any of these lead hazards found in the building. You may request an extension of the 30-day requirement in writing.

Step D: Once you receive the inspection report and Order to Abate, you have several options. You may:

- i. Hire a Lead Abatement Contractor to abate any lead hazards identified in the report. The contractor must be licensed by the Maine Department of Environmental Protection. (We will provide a list of DEP licensed abatement contractors to you);
- ii. Apply for funding through a Lead Hazard Control Program to help pay for abatement. (Our contracted inspectors can supply you with information about these programs);
- iii. Become trained and licensed yourself as an abatement contractor by the Maine DEP. Once licensed, you may perform the work yourself. (The course is one week long); and/or
- iv. You may sell the building before the abatement of lead hazards is completed. If you sell the building, you must notify the prospective buyer in writing of the Order to Abate and send a copy of that letter to us. The new owner must assume the responsibility of completing the abatement of identified lead hazards.

#### **8. I've been certified by EPA. May I do the abatement work?**

No. There are a lot of different types of lead certifications available; however, the Maine Lead Poisoning Control Act specifically states that any abatement must be performed by someone licensed to do **lead abatement** by the Maine Department of Environmental Protection (DEP). Lead abatement is specifically defined by the Maine DEP to mean that it may only be performed by someone licensed to abate lead by the Maine DEP. If you need to perform abatement, we will provide you with a list of abatement contractors certified within the state, or we will provide you with information on how to become licensed by the Maine DEP to perform the abatement.

EPA certification is for the Renovation, Repair and Painting (RRP) Rule and only applies to typical maintenance, painting or repair of buildings with lead-based paint (not fixing lead hazards).

#### **7. Are you going to investigate all my other buildings?**

No. However, you should be aware that lead-based paint is very common in Maine and found in almost all pre-1950 buildings. Your other buildings may have lead-based paint. Maintaining that paint in good condition makes sure that if we ever have to inspect in the future, we won't find lead hazards. We have multiple programs for landlords who are interested in learning how to prevent lead poisoning in children, avoid abatement and maintain properties.

*Environmental Lead Investigation*

# **PENQUIS**

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**PO Box 1162  
Bangor, ME 04402-1162  
Phone: (207) 973-3511  
Fax: (207) 973-3699**

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**Inspection date:  
08/07/2018**

**Prepared by:  
David Orcutt  
Lead Risk Assessor  
LR-0406**

**Location:  
Case# 18-147  
135 Court St.  
Machias, ME**

**Prepared for:  
Department Health & Human Services  
11 State House Station  
Augusta, Maine**

## LEAD PAINT INSPECTION REPORT

**REPORT NUMBER:** S# 1865 08071020

**INSPECTION FOR:** DHHS MCLPPP  
11 State House Station  
Augusta, Maine

**PERFORMED AT:** Case #18-147  
135 Court St.  
Machias, ME

**INSPECTION DATE:** 08/07/2018

**INSTRUMENT TYPE:** Heuresis  
MODEL Pb200i  
XRF TYPE ANALYZER  
Serial Number: 1865

**ACTION LEVEL:** 1.0 mg/cm<sup>2</sup>

**OPERATOR LICENSE:** LR-0406

**STATEMENT:** no soil taken

**SIGNED** \_\_\_\_\_



**DATE** \_\_\_\_\_

8/21/18

## UNDERSTANDING THE LEAD PAINT INSPECTION REPORT

The Lead Paint Inspection Report is composed of the following parts:

**Cover Sheet.** The cover sheet contains general information as to where the inspection took place, date of inspection, inspector's name, action level, and reference report number.

**Summary.** The Summary contains general information that is required by regulation. General information such as: inspection location, facility owner, facility age/description, inspection date, and relevant inspection number is found here. The summary also lists the testing method and procedure used in the inspection. The DEP uses as XRF (X-ray fluorescence) direct read analyzer to determine lead concentration in paint. This is a non-destructive testing method that does not require laboratory analysis. The analyzer gives us a lead concentration reading of the tested surface in about twenty seconds. A procedure known as "testing combinations" is used to determine what surfaces (building components) will be tested. This is a representative sampling of the facility. Using this method, all painted surfaces are not routinely inspected. The method requires each room within the facility be tested separately. Similar building components (such as window sash, window sill, door, door jamb, base board) or unique individual components (such as ceilings, floors, walls) are grouped to form a testing combination. One painted surface from each testing combination is selected to be tested. The summary shows the total number of testing combinations and total number of individual XRF readings. The summary will also indicate if any of the components tested contained lead-based paint in poor condition will be listed. A building component containing lead-based paint in poor condition is a lead hazard. Other surfaces may be noted as lead hazards depending on location and use. The results of any samples (soil, water, dust, air, paint chip) collected for laboratory analysis are listed in the summary. An example of these results is provided.

**Diagram.** This is a rough (not to scale) drawing of each floor of the facility where testing took place. Perimeter wall sides are identified with letters A, B, C, D. Side A is typically the street side of the facility. Sides B, C, and D are identified clockwise from side A as one faces the dwelling; thus wall B is to the left, wall C is across from side A, and side D is to the right of side A.

Doors and windows are identified with letters A, B, C, and D and is identified going clockwise when facing the door or window. This code represents only the side of the building component in a particular room or area where the surface is exposed.

Each room equivalent is identified by room number and room name. Rooms are consecutively numbered clockwise. The exterior is always assigned as a separate room equivalent. Sides in an interior room equivalent follow the overall housing unit side allocation as described above. Therefore, when standing in any four-sided room facing side C, the room's side A will always be to the rear, side B will be to the left, and side D will be to the right.

**Environmental Lead Inspection Summary.** All certified Lead Inspectors are required by law to complete this form and submit to the DEP Lead Program, 17 State House Station, Augusta, ME 04333. This is a copy of the Inspection Summary submitted for this Lead Determination or Inspection.

**Sequential Report.** This report is generated from readings stored in the XRF analyzer. The report lists individual rooms and every surface tested in that room in sequential order. Doors and windows are identified by wall and as left, center or right. These are only reference points showing the location of the building components tested. Like building components are grouped together to form testing combinations. Testing combinations used are listed in the comment section. Any building component in poor condition will be listed using the identifying code from the floor diagram.

**Detailed Report.** This report is generated from readings stored in the XRF analyzer. The report lists individual rooms and every surface tested in that room in non-sequential order. Doors and windows are identified by wall and as left, center or right. These are only reference points showing the location of the building components tested. Like building components are grouped together to form testing combinations. Testing combinations used are listed in the comment section. Any building component in poor condition will be listed using the identifying code from the floor diagram.

**Summary Report.** This report is organized identically to the detailed report. However, for this report, only readings or average sets, which have a lead value that is equal to or greater than the present abatement level, are shown.

**Lead Safe Certificate.** If applicable, a Lead-Safe Certificate is completed for all structures found to be lead-safe. “Lead-safe” means a residential dwelling or child-occupied facility that contains no lead hazards (paint, dust, soil, or water). A lead-safe condition may persist provided that no additional lead-based substances are introduced into the residential dwelling or child-occupied facility, or the condition of the existing lead-based substances does not deteriorate. This certificate will expire 6 months from the date of the inspection. For renewal of certificates, the owner must visually assess all painted surfaces for condition and have a dust wipes test performed at 6 months, and then annually thereafter.

**Laboratory Analysis.** XRF testing is an acceptable testing method for painted surfaces. Paint chip samples, soil, dust, or water samples, if collected, must be sent to a certified laboratory for analysis. The test results from the reporting laboratory are included in the Lead Paint Inspection Report.

**QA/QC.** Two separate procedures are followed to validate XRF testing results. Calibration of the analyzer is performed before, during, and after the inspection. The XRF is checked against a known lead concentration following the manufacturer’s recommended procedure. Any instrument falling outside of certain limits cannot be used. Quality of XRF testing is determined by retesting certain building components. Results of the retest must fall within a certain range to determine the validity of the XRF readings. This is based on validated test results.

**Paint Condition.** The condition of paint shall be identified using the following classifications.

**Intact** condition is one in which the paint is entirely intact

**Deteriorated/Poor** condition is one in which paint is severely worn, weathered or no longer adhering, i.e., peeling, cracking, flaking, chalking; or the substrate is broken, exposed or otherwise deteriorated. Individual interior components with large surface areas (walls, ceilings, floors, doors) that evidence greater than 2 square feet of normal wear and tear or direct damage are considered to be in poor condition. Individual interior components with small surface areas (window sills, baseboard) that evidence greater than 10 percent normal wear and tear or direct damage on the total surface area of the component are considered to be in poor condition. Exterior components with large surface areas that evidence greater than 10 square feet of normal wear and tear or direct damage are considered to be in poor condition. Individual exterior components with small surface areas (soffits, trim) that evidence greater than 10 percent normal wear and tear or direct damage on the total surface area of the component are considered to be in poor condition.

**XRF Readings.** XRF readings less than 1.0 mg/cm<sup>2</sup>, (milligrams per centimeter squared), are considered negative results. XRF readings 1.0 mg/cm<sup>2</sup> or greater are considered positive results indicating the presence of lead-based substances.

**Lead Hazards.** Leaded surfaces with a lead content of 1.0 mg/cm<sup>2</sup> or greater and in “Deteriorated/Poor” condition are lead hazards.

Chewable, friction, or impact surfaces with a lead content of 1.0 mg/cm<sup>2</sup> or greater may be identified as a hazard dependent upon the surface condition, location, and other relevant factors. For example, chewable surfaces that evidence children’s teeth marks, friction surfaces that are subject to abrasion, and impact surfaces with chipping or flaking paint may be classified as a lead hazard.

**Please be advised that improper removal of lead-based paint can pose serious health risks to dwelling occupants and removal personnel. Removal should be done by qualified professionals who are trained and licensed.**

## Lead Paint Inspection Summary

**Report No:** S# 1865 08071020

**Inspection Location:** 135 Court St.  
Machias, ME

**Facility Owner:** Ashley White

**Facility Contact:** 207-598-6932

**Inspection Date:** 08/07/2018

**Inspector:** David Orcutt

**Testing Method:** XRF

**Laboratory:** Maine State Lab

**QA/QC:** Calibration Check as recommended by instrument manufacturer.  
XRF Testing Evaluation as described in Performance Characteristic  
Sheet, Dec, 1 2015

**Age of Facility:** Built in 1900's

**Facility Description:** Single family rental

**Total XRF Reading:** 124

**Testing Results:** Approximately **58 %** of the building components tested was **positive** for Lead-based paint as defined by standards and methods in ME Lead Management regulations, Chapter 424.

The following list shows the type and location of those building components containing lead-based paint or assumed to contain lead-based paint in poor condition. These areas are by definition **Lead Hazards**.

Room # and Name	Building Component	Location
<i>Interior</i>		
#1 Kitchen	Lower wall	B, C
	Door	C1
	Doorjamb, casing	A1, C1
	Window sill, casing	B1
#2 Living room	Window sill, sash, casing <b>*sill dust and paint hazard</b>	A1, A2, D1
	Doorjamb, casing	B1
#3 Dining room	Doorjamb, casing	B1, C1
	Window sill, sash, casing	D1, D2
#4 Hallway1	Door	A1, A2, C1
	Doorjamb, casing	A1, A2
	Window sill, casing	B1
#5 Bath	Door	A1
#6 Foyer	Door	A1, B1, C1
	Doorjamb	B1, C1
	Door casing	A1, B1
	Window sill, sash, casing	B1
	Stairs baseboard	left
	Stair treads <b>*dust hazard</b>	all
#7 Hallway2	Window sash	B1, B2
#8 Master bedroom	Window sill, casing	A1
	Door, doorjamb	B1
<i>Exterior</i>		
House	Door, doorjamb, casing	A1
	Window sill, casing	A1, B2 (all testing combination)
Barn	Siding	B, C (all testing combination)



Department of Health & Human Services  
11 State House Station  
Augusta Maine

**Notes:**

Please be advise that improper removal of lead paint can pose serious health risk to dwelling occupants and removal personnel. Removal must be done by qualified professionals who have de-leading experience and licensing and who have the proper equipment to ensure that no one is put at risk.

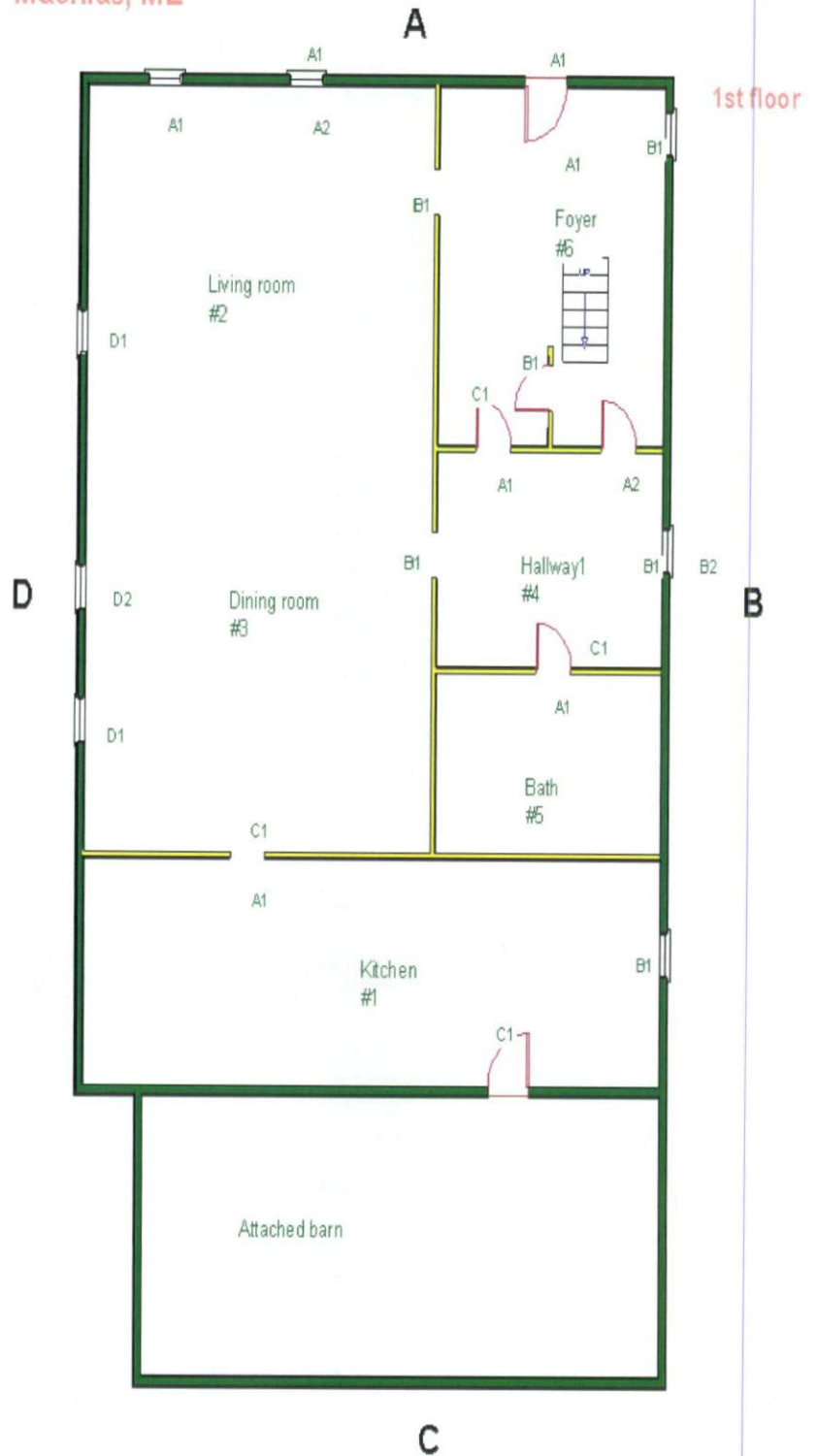
By law, lead hazards may only be identified by a Maine-licensed lead inspector or risk assessor in the course of a lead inspection. Lead inspections may be performed to comply with a licensing requirement, as requested prior to a real estate sale, as part of a lead poisoning investigation, or because an owner wants to learn where there are lead hazards and lead paint in a home. Prior to any lead remediation or repairs tenants must be notified. {Maine DEP Chapter 424 Lead Management Regulation}

EPA's 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from lead-based paint hazards associated with renovation, repair and painting activities. These activities can create hazardous lead dust when surfaces with lead paint. The rule requires workers to be certified and trained in the use of lead-safe work practices, and requires renovation, repair, and painting firms to be EPA-certified. These requirements became fully effective April 22, 2010. {EPA regulation on residential property renovation at 40 CFR 745, Subpart E}

**Unit Layout**

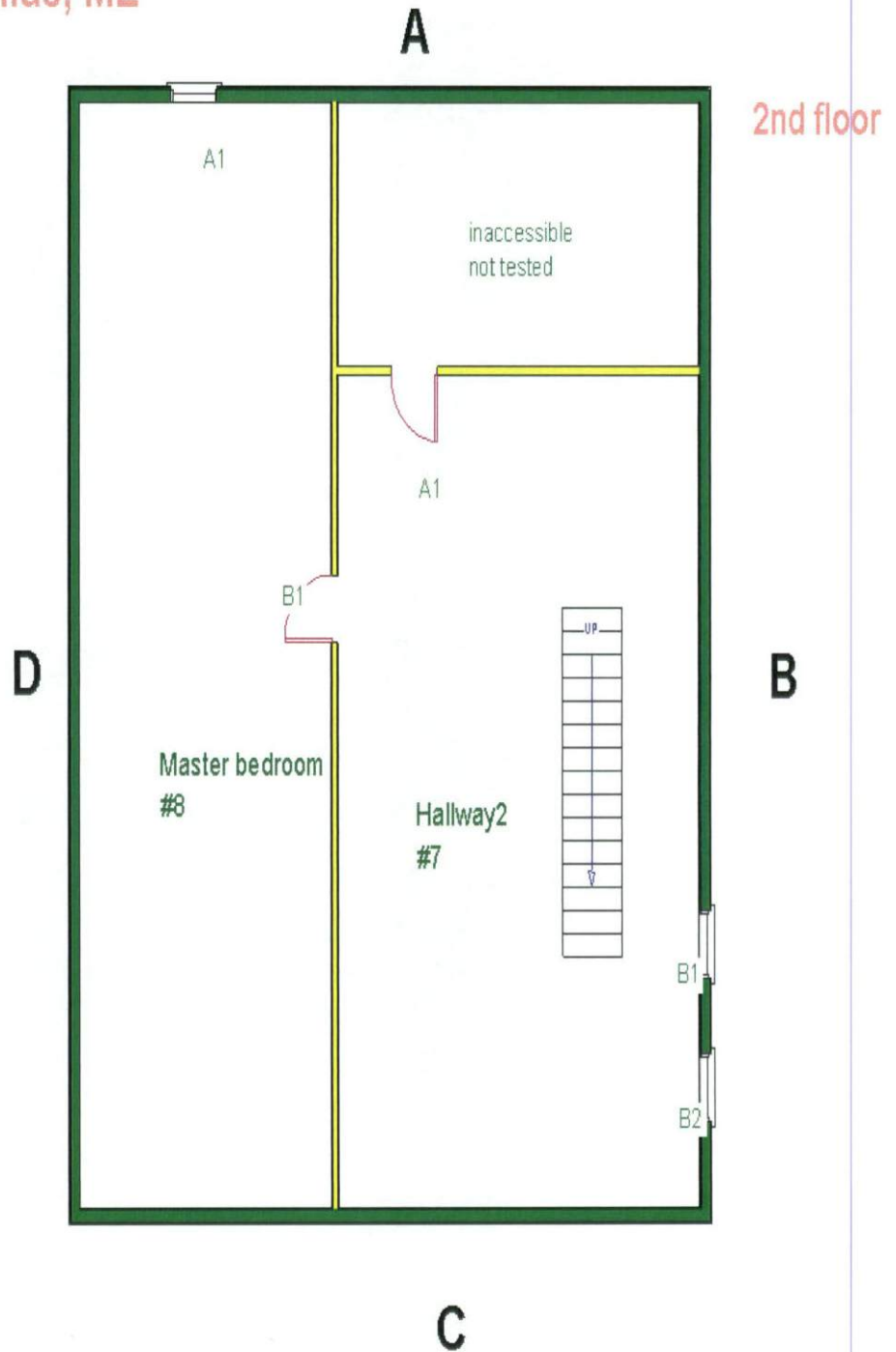
MCLPPP 18-147  
135 Court St.  
Machias, ME

8/7/18



MCLPPP 18-147  
135 Court St.  
Machias, ME

8/7/18



## MCLPPP 18-147

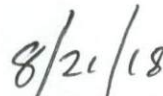
Penquis, CAP  
David Orcutt  
LR-0406

INSPECTION DATE: 8/7/2018 - 8/7/2018  
REPORT NUMBER: 08071020  
INSTRUMENT TYPE: Heuresis Corp.  
Pb200i XRF Lead Paint Analyzer  
1865  
ACTION LEVEL: 1.0 mg/cm<sup>2</sup>  
Job ID: 08071020  
STATEMENT: 135 Court St Machias, ME

Signature: \_\_\_\_\_



Date: \_\_\_\_\_



### Text readings Color Coding key:

- Black text: Report information & Calibration Readings
- Red text: Readings ABOVE the action level of 1.0mg/cm<sup>2</sup> regardless of Condition.
- Blue text: Readings BELOW the action level of 1.0mg/cm<sup>2</sup> regardless of Condition.

## Summary Report

### MCLPPP 18-147

Inspection Date: 8/7/2018 - 8/7/2018  
 Action Level: 1.0 mg/cm<sup>2</sup>  
 Report Number: 08071020  
 Total Readings: 72  
 Unit Started: 08/07/2018 10:20:44  
 Unit Ended: 08/07/2018 11:18:01

Inspection Site: 135 Court St  
 Machias, ME

Read #	Result	RTA Present	Location	-->Room	Structure	-->Member	Substrate	Wall Color	Condition	Lead (mg/cm <sup>2</sup> )	Mode
11	Positive	Off	Interior	Kitchen	Room	Lower Wall	Wood	B White	Deteriorated	9.3 mg/cm <sup>2</sup>	Action Level
12	Positive	Off	Interior	Kitchen	Room	Lower Wall	Wood	C White	Deteriorated	10.5 mg/cm <sup>2</sup>	Action Level
13	Positive	Off	Interior	Kitchen	Door	Jamb	Wood	A1 White	Deteriorated	10.6 mg/cm <sup>2</sup>	Action Level
14	Positive	Off	Interior	Kitchen	Door	Casing	Wood	A1 White	Deteriorated	8.8 mg/cm <sup>2</sup>	Action Level
15	Positive	Off	Interior	Kitchen	Window	Sill	Wood	B1 White	Deteriorated	10.0 mg/cm <sup>2</sup>	Action Level
16	Positive	Off	Interior	Kitchen	Window	Casing	Wood	B1 White	Deteriorated	10.9 mg/cm <sup>2</sup>	Action Level
17	Positive	Off	Interior	Kitchen	Door	---	Wood	C1 White	Deteriorated	9.3 mg/cm <sup>2</sup>	Action Level
18	Positive	Off	Interior	Kitchen	Door	Jamb	Wood	C1 White	Deteriorated	11.1 mg/cm <sup>2</sup>	Action Level
19	Positive	Off	Interior	Kitchen	Door	Casing	Wood	C1 White	Deteriorated	7.3 mg/cm <sup>2</sup>	Action Level
23	Positive	Off	Interior	Living Rm	Window	Sill	Wood	A1 White	Deteriorated	17.6 mg/cm <sup>2</sup>	Action Level
24	Positive	Off	Interior	Living Rm	Window	Sash	Wood	A1 White	Deteriorated	7.4 mg/cm <sup>2</sup>	Action Level
25	Positive	Off	Interior	Living Rm	Window	Casing	Wood	A1 White	Deteriorated	14.1 mg/cm <sup>2</sup>	Action Level
26	Positive	Off	Interior	Living Rm	Window	Sill	Wood	A2 White	Deteriorated	17.9 mg/cm <sup>2</sup>	Action Level
27	Positive	Off	Interior	Living Rm	Window	Sash	Wood	A2 White	Deteriorated	3.7 mg/cm <sup>2</sup>	Action Level
28	Positive	Off	Interior	Living Rm	Window	Casing	Wood	A2 White	Deteriorated	14.3 mg/cm <sup>2</sup>	Action Level
29	Positive	Off	Interior	Living Rm	Door	Jamb	Wood	B1 White	Deteriorated	8.9 mg/cm <sup>2</sup>	Action Level
30	Positive	Off	Interior	Living Rm	Door	Casing	Wood	B1 White	Deteriorated	12.4 mg/cm <sup>2</sup>	Action Level
31	Positive	Off	Interior	Living Rm	Window	Sill	Wood	D1 White	Deteriorated	17.2 mg/cm <sup>2</sup>	Action Level
32	Positive	Off	Interior	Living Rm	Window	Sash	Wood	D1 White	Deteriorated	7.2 mg/cm <sup>2</sup>	Action Level
33	Positive	Off	Interior	Living Rm	Window	Casing	Wood	D1 White	Deteriorated	14.2 mg/cm <sup>2</sup>	Action Level
38	Positive	Off	Interior	Dining Rm	Door	Jamb	Wood	B1 White	Deteriorated	11.5 mg/cm <sup>2</sup>	Action Level
39	Positive	Off	Interior	Dining Rm	Door	Casing	Wood	B1 White	Deteriorated	15.3 mg/cm <sup>2</sup>	Action Level
40	Positive	Off	Interior	Dining Rm	Door	Jamb	Wood	C1 White	Deteriorated	12.3 mg/cm <sup>2</sup>	Action Level
41	Positive	Off	Interior	Dining Rm	Door	Casing	Wood	C1 White	Deteriorated	15.7 mg/cm <sup>2</sup>	Action Level
42	Positive	Off	Interior	Dining Rm	Window	Sill	Wood	D1 White	Deteriorated	15.3 mg/cm <sup>2</sup>	Action Level
43	Positive	Off	Interior	Dining Rm	Window	Sash	Wood	D1 White	Deteriorated	9.9 mg/cm <sup>2</sup>	Action Level
44	Positive	Off	Interior	Dining Rm	Window	Casing	Wood	D1 White	Deteriorated	15.2 mg/cm <sup>2</sup>	Action Level
45	Positive	Off	Interior	Dining Rm	Window	Sill	Wood	D2 White	Deteriorated	16.7 mg/cm <sup>2</sup>	Action Level
46	Positive	Off	Interior	Dining Rm	Window	Sash	Wood	D2 White	Deteriorated	11.8 mg/cm <sup>2</sup>	Action Level
47	Positive	Off	Interior	Dining Rm	Window	Casing	Wood	D2 White	Deteriorated	13.4 mg/cm <sup>2</sup>	Action Level
50	Positive	Off	Interior	Hallway 1	Door	---	Wood	A1 White	Deteriorated	11.8 mg/cm <sup>2</sup>	Action Level
51	Positive	Off	Interior	Hallway 1	Door	Jamb	Wood	A1 White	Deteriorated	12.1 mg/cm <sup>2</sup>	Action Level
52	Positive	Off	Interior	Hallway 1	Door	Casing	Wood	A1 White	Deteriorated	12.3 mg/cm <sup>2</sup>	Action Level
53	Positive	Off	Interior	Hallway 1	Door	---	Wood	A2 White	Deteriorated	6.1 mg/cm <sup>2</sup>	Action Level
54	Positive	Off	Interior	Hallway 1	Door	Jamb	Wood	A2 White	Deteriorated	5.1 mg/cm <sup>2</sup>	Action Level
55	Positive	Off	Interior	Hallway 1	Door	Casing	Wood	A2 White	Deteriorated	3.4 mg/cm <sup>2</sup>	Action Level

Department of Health & Human Services  
 11 State House Station  
 Augusta Maine

Read #	Result	RTA Present	Location	-->Room	Structure	-->Member	Substrate	Wall	Color	Condition	Lead (mg/cm <sup>2</sup> )	Mode
56	Positive	Off	Interior	Hallway 1	Window	Sill	Wood	B1	White	Deteriorated	13.8 mg/cm <sup>2</sup>	Action Level
57	Positive	Off	Interior	Hallway 1	Window	Casing	Wood	B1	White	Deteriorated	11.1 mg/cm <sup>2</sup>	Action Level
58	Positive	Off	Interior	Hallway 1	Door	---	Wood	C1	White	Deteriorated	12.0 mg/cm <sup>2</sup>	Action Level
63	Positive	Off	Interior	Bathroom1	Door	---	Wood	A1	White	Deteriorated	11.3 mg/cm <sup>2</sup>	Action Level
69	Positive	Off	Interior	Foyer	Door	---	Wood	A1	White	Deteriorated	5.4 mg/cm <sup>2</sup>	Action Level
70	Positive	Off	Interior	Foyer	Door	Casing	Wood	A1	White	Deteriorated	4.9 mg/cm <sup>2</sup>	Action Level
71	Positive	Off	Interior	Foyer	Window	Sill	Wood	B1	White	Deteriorated	3.1 mg/cm <sup>2</sup>	Action Level
72	Positive	Off	Interior	Foyer	Window	Sash	Wood	B1	White	Deteriorated	4.4 mg/cm <sup>2</sup>	Action Level
73	Positive	Off	Interior	Foyer	Window	Casing	Wood	B1	White	Deteriorated	3.0 mg/cm <sup>2</sup>	Action Level
74	Positive	Off	Interior	Foyer	Door	---	Wood	B1	White	Deteriorated	4.7 mg/cm <sup>2</sup>	Action Level
75	Positive	Off	Interior	Foyer	Door	Jamb	Wood	B1	White	Deteriorated	2.5 mg/cm <sup>2</sup>	Action Level
76	Positive	Off	Interior	Foyer	Door	Casing	Wood	B1	White	Deteriorated	3.5 mg/cm <sup>2</sup>	Action Level
77	Positive	Off	Interior	Foyer	Door	---	Wood	C1	White	Deteriorated	12.7 mg/cm <sup>2</sup>	Action Level
78	Positive	Off	Interior	Foyer	Door	Jamb	Wood	C1	White	Deteriorated	11.4 mg/cm <sup>2</sup>	Action Level
80	Positive	Off	Interior	Foyer	Stairs	L Baseboard	Wood	B	White	Deteriorated	4.1 mg/cm <sup>2</sup>	Action Level
88	Positive	Off	Interior	Hallway 2	Window	Sash	Wood	B1	White	Deteriorated	3.3 mg/cm <sup>2</sup>	Action Level
90	Positive	Off	Interior	Hallway 2	Window	Sash	Wood	B2	White	Deteriorated	2.5 mg/cm <sup>2</sup>	Action Level
95	Positive	Off	Interior	Master BedRm	Window	Sill	Wood	A1	White	Deteriorated	3.2 mg/cm <sup>2</sup>	Action Level

Read #	Result	RTA Present	Location	-->Room	Structure	-->Member	Substrate	Wall	Color	Condition	Lead (mg/cm <sup>2</sup> )	Mode
96	Positive	Off	Interior	Master BedRm	Window	Casing	Wood	A1	White	Deteriorated	3.0 mg/cm <sup>2</sup>	Action Level
97	Positive	Off	Interior	Master BedRm	Door	---	Wood	B1	White	Deteriorated	11.8 mg/cm <sup>2</sup>	Action Level
98	Positive	Off	Interior	Master BedRm	Door	Jamb	Wood	B1	White	Deteriorated	11.6 mg/cm <sup>2</sup>	Action Level
100	Positive	Off	Exterior	House	Door	---	Wood	A1	Red	Deteriorated	11.3 mg/cm <sup>2</sup>	Action Level
101	Positive	Off	Exterior	House	Door	Jamb	Wood	A1	White	Deteriorated	9.4 mg/cm <sup>2</sup>	Action Level
102	Positive	Off	Exterior	House	Door	Casing	Wood	A1	White	Deteriorated	9.4 mg/cm <sup>2</sup>	Action Level
103	Positive	Off	Exterior	House	Window	Sill	Wood	A1	White	Deteriorated	7.6 mg/cm <sup>2</sup>	Action Level
104	Positive	Off	Exterior	House	Window	Casing	Wood	A1	White	Deteriorated	16.4 mg/cm <sup>2</sup>	Action Level
105	Positive	Off	Exterior	House	Window	Sill	Wood	B2	White	Deteriorated	7.9 mg/cm <sup>2</sup>	Action Level
106	Positive	Off	Exterior	House	Window	Casing	Wood	B2	White	Deteriorated	8.3 mg/cm <sup>2</sup>	Action Level
107	Positive	Off	Exterior	Barn	Siding		Wood	B	White	Deteriorated	8.1 mg/cm <sup>2</sup>	Action Level
108	Positive	Off	Exterior	Barn	Siding		Wood	C	White	Deteriorated	7.3 mg/cm <sup>2</sup>	Action Level
113	Positive	Off	Interior	Kitchen	Room	Lower Wall	Wood	B	White	Deteriorated	9.0 mg/cm <sup>2</sup>	Action Level
114	Positive	Off	Interior	Kitchen	Room	Lower Wall	Wood	C	White	Deteriorated	12.6 mg/cm <sup>2</sup>	Action Level
115	Positive	Off	Interior	Kitchen	Door	Jamb	Wood	A1	White	Deteriorated	8.8 mg/cm <sup>2</sup>	Action Level
116	Positive	Off	Interior	Kitchen	Door	Casing	Wood	A1	White	Deteriorated	8.6 mg/cm <sup>2</sup>	Action Level
117	Positive	Off	Interior	Kitchen	Window	Sill	Wood	B1	White	Deteriorated	9.7 mg/cm <sup>2</sup>	Action Level
118	Positive	Off	Interior	Kitchen	Window	Casing	Wood	B1	White	Deteriorated	9.7 mg/cm <sup>2</sup>	Action Level

----- END OF READINGS -----

Penquis, CAP David Orcutt LR-0406

## Sequential Report MCLPPP 18-147

Inspection Date: 8/7/2018 - 8/7/2018  
 Action Level: 1.0 mg/cm<sup>2</sup>  
 Report Number: 08071020  
 Total Readings: 124  
 Unit Started: 08/07/2018 10:20:44  
 Unit Ended: 08/07/2018 11:18:01

Inspection Site: 135 Court St  
 Machias, ME

Read #	Result	RTA Present	Location	-->Room	Structure	-->Member	Substrate	Wall	Color	Condition	Lead (mg/cm <sup>2</sup> )	Mode
1		Off	Calibration	Calibration			Wood			Intact	1.0 mg/cm <sup>2</sup>	Action Level
2		Off	Calibration	Calibration			Wood			Intact	1.0 mg/cm <sup>2</sup>	Action Level
3		Off	Calibration	Calibration			Wood			Intact	1.0 mg/cm <sup>2</sup>	Action Level
4		Off	Calibration	Calibration			Wood			Intact	0.1 mg/cm <sup>2</sup>	Action Level
5		Off	Calibration	Calibration			Wood			Intact	0.2 mg/cm <sup>2</sup>	Action Level
6		Off	Calibration	Calibration			Wood			Intact	0.0 mg/cm <sup>2</sup>	Action Level
7	Negative	Off	Interior	Kitchen	Room	Upper Wall	Plaster	A	White	Intact	0.2 mg/cm <sup>2</sup>	Action Level
8	Negative	Off	Interior	Kitchen	Room	Upper Wall	Plaster	B	White	Intact	0.3 mg/cm <sup>2</sup>	Action Level
9	Negative	Off	Interior	Kitchen	Room	Upper Wall	Plaster	C	White	Intact	0.3 mg/cm <sup>2</sup>	Action Level
10	Negative	Off	Interior	Kitchen	Room	Upper Wall	Plaster	D	White	Intact	0.2 mg/cm <sup>2</sup>	Action Level
11	Positive	Off	Interior	Kitchen	Room	Lower Wall	Wood	B	White	Deteriorated	9.3 mg/cm <sup>2</sup>	Action Level
12	Positive	Off	Interior	Kitchen	Room	Lower Wall	Wood	C	White	Deteriorated	10.5 mg/cm <sup>2</sup>	Action Level
13	Positive	Off	Interior	Kitchen	Door	Jamb	Wood	A1	White	Deteriorated	10.6 mg/cm <sup>2</sup>	Action Level
14	Positive	Off	Interior	Kitchen	Door	Casing	Wood	A1	White	Deteriorated	8.8 mg/cm <sup>2</sup>	Action Level
15	Positive	Off	Interior	Kitchen	Window	Sill	Wood	B1	White	Deteriorated	10.0 mg/cm <sup>2</sup>	Action Level
16	Positive	Off	Interior	Kitchen	Window	Casing	Wood	B1	White	Deteriorated	10.9 mg/cm <sup>2</sup>	Action Level
17	Positive	Off	Interior	Kitchen	Door	---	Wood	C1	White	Deteriorated	9.3 mg/cm <sup>2</sup>	Action Level
18	Positive	Off	Interior	Kitchen	Door	Jamb	Wood	C1	White	Deteriorated	11.1 mg/cm <sup>2</sup>	Action Level
19	Positive	Off	Interior	Kitchen	Door	Casing	Wood	C1	White	Deteriorated	7.3 mg/cm <sup>2</sup>	Action Level
20	Negative	Off	Interior	Living Rm	Room	Upper Wall	Plaster	A	White	Intact	-0.1 mg/cm <sup>2</sup>	Action Level
21	Negative	Off	Interior	Living Rm	Room	Upper Wall	Plaster	A	White	Intact	-0.3 mg/cm <sup>2</sup>	Action Level
22	Negative	Off	Interior	Living Rm	Room	Upper Wall	Plaster	A	White	Intact	-0.2 mg/cm <sup>2</sup>	Action Level
23	Positive	Off	Interior	Living Rm	Window	Sill	Wood	A1	White	Deteriorated	17.6 mg/cm <sup>2</sup>	Action Level
24	Positive	Off	Interior	Living Rm	Window	Sash	Wood	A1	White	Deteriorated	7.4 mg/cm <sup>2</sup>	Action Level
25	Positive	Off	Interior	Living Rm	Window	Casing	Wood	A1	White	Deteriorated	14.1 mg/cm <sup>2</sup>	Action Level
26	Positive	Off	Interior	Living Rm	Window	Sill	Wood	A2	White	Deteriorated	17.9 mg/cm <sup>2</sup>	Action Level
27	Positive	Off	Interior	Living Rm	Window	Sash	Wood	A2	White	Deteriorated	3.7 mg/cm <sup>2</sup>	Action Level
28	Positive	Off	Interior	Living Rm	Window	Casing	Wood	A2	White	Deteriorated	14.3 mg/cm <sup>2</sup>	Action Level
29	Positive	Off	Interior	Living Rm	Door	Jamb	Wood	B1	White	Deteriorated	8.9 mg/cm <sup>2</sup>	Action Level
30	Positive	Off	Interior	Living Rm	Door	Casing	Wood	B1	White	Deteriorated	12.4 mg/cm <sup>2</sup>	Action Level
31	Positive	Off	Interior	Living Rm	Window	Sill	Wood	D1	White	Deteriorated	17.2 mg/cm <sup>2</sup>	Action Level
32	Positive	Off	Interior	Living Rm	Window	Sash	Wood	D1	White	Deteriorated	7.2 mg/cm <sup>2</sup>	Action Level
33	Positive	Off	Interior	Living Rm	Window	Casing	Wood	D1	White	Deteriorated	14.2 mg/cm <sup>2</sup>	Action Level
34	Negative	Off	Interior	Dining Rm	Room	Upper Wall	Plaster	B	White	Intact	-0.2 mg/cm <sup>2</sup>	Action Level
35	Negative	Off	Interior	Dining Rm	Room	Upper Wall	Plaster	C	White	Deteriorated	0.3 mg/cm <sup>2</sup>	Action Level
36	Negative	Off	Interior	Dining Rm	Room	Upper Wall	Plaster	D	White	Intact	-0.2 mg/cm <sup>2</sup>	Action Level

Department of Health & Human Services  
 11 State House Station  
 Augusta Maine

Read #	Result	RTA Present	Location	-->Room	Structure	-->Member	Substrate	Wall	Color	Condition	Lead (mg/cm <sup>2</sup> )	Mode
37	Negative	Off	Interior	Dining Rm	Room	Baseboard	Wood	B	White	Deteriorated	0.5 mg/cm <sup>2</sup>	Action Level
38	Positive	Off	Interior	Dining Rm	Door	Jamb	Wood	B1	White	Deteriorated	11.5 mg/cm <sup>2</sup>	Action Level
39	Positive	Off	Interior	Dining Rm	Door	Casing	Wood	B1	White	Deteriorated	15.3 mg/cm <sup>2</sup>	Action Level
40	Positive	Off	Interior	Dining Rm	Door	Jamb	Wood	C1	White	Deteriorated	12.3 mg/cm <sup>2</sup>	Action Level
41	Positive	Off	Interior	Dining Rm	Door	Casing	Wood	C1	White	Deteriorated	15.7 mg/cm <sup>2</sup>	Action Level
42	Positive	Off	Interior	Dining Rm	Window	Sill	Wood	D1	White	Deteriorated	15.3 mg/cm <sup>2</sup>	Action Level
43	Positive	Off	Interior	Dining Rm	Window	Sash	Wood	D1	White	Deteriorated	9.9 mg/cm <sup>2</sup>	Action Level
44	Positive	Off	Interior	Dining Rm	Window	Casing	Wood	D1	White	Deteriorated	15.2 mg/cm <sup>2</sup>	Action Level
45	Positive	Off	Interior	Dining Rm	Window	Sill	Wood	D2	White	Deteriorated	16.7 mg/cm <sup>2</sup>	Action Level
46	Positive	Off	Interior	Dining Rm	Window	Sash	Wood	D2	White	Deteriorated	11.8 mg/cm <sup>2</sup>	Action Level
47	Positive	Off	Interior	Dining Rm	Window	Casing	Wood	D2	White	Deteriorated	13.4 mg/cm <sup>2</sup>	Action Level
48	Negative	Off	Interior	Hallway 1	Room	Upper Wall	Paneling	A	White	Intact	0.3 mg/cm <sup>2</sup>	Action Level
49	Negative	Off	Interior	Hallway 1	Room	Upper Wall	Drywall	C	White	Intact	0.0 mg/cm <sup>2</sup>	Action Level
50	Positive	Off	Interior	Hallway 1	Door	---	Wood	A1	White	Deteriorated	11.8 mg/cm <sup>2</sup>	Action Level
51	Positive	Off	Interior	Hallway 1	Door	Jamb	Wood	A1	White	Deteriorated	12.1 mg/cm <sup>2</sup>	Action Level
52	Positive	Off	Interior	Hallway 1	Door	Casing	Wood	A1	White	Deteriorated	12.3 mg/cm <sup>2</sup>	Action Level
53	Positive	Off	Interior	Hallway 1	Door	---	Wood	A2	White	Deteriorated	6.1 mg/cm <sup>2</sup>	Action Level
54	Positive	Off	Interior	Hallway 1	Door	Jamb	Wood	A2	White	Deteriorated	5.1 mg/cm <sup>2</sup>	Action Level
Read #	Result	RTA Present	Location	-->Room	Structure	-->Member	Substrate	Wall	Color	Condition	Lead (mg/cm <sup>2</sup> )	Mode
55	Positive	Off	Interior	Hallway 1	Door	Casing	Wood	A2	White	Deteriorated	3.4 mg/cm <sup>2</sup>	Action Level
56	Positive	Off	Interior	Hallway 1	Window	Sill	Wood	B1	White	Deteriorated	13.8 mg/cm <sup>2</sup>	Action Level
57	Positive	Off	Interior	Hallway 1	Window	Casing	Wood	B1	White	Deteriorated	11.1 mg/cm <sup>2</sup>	Action Level
58	Positive	Off	Interior	Hallway 1	Door	---	Wood	C1	White	Deteriorated	12.0 mg/cm <sup>2</sup>	Action Level
59	Negative	Off	Interior	Hallway 1	Door	Jamb	Wood	C1	White	Intact	0.0 mg/cm <sup>2</sup>	Action Level
60	Negative	Off	Interior	Hallway 1	Door	Jamb	Wood	C1	White	Intact	0.1 mg/cm <sup>2</sup>	Action Level
61	Negative	Off	Interior	Bathroom1	Room	Upper Wall	Drywall	A	White	Intact	0.1 mg/cm <sup>2</sup>	Action Level
62	Negative	Off	Interior	Bathroom1	Room	Upper Wall	Drywall	C	White	Intact	0.0 mg/cm <sup>2</sup>	Action Level
63	Positive	Off	Interior	Bathroom1	Door	---	Wood	A1	White	Deteriorated	11.3 mg/cm <sup>2</sup>	Action Level
64	Negative	Off	Interior	Bathroom1	Door	Jamb	Wood	A1	White	Intact	0.0 mg/cm <sup>2</sup>	Action Level
65	Negative	Off	Interior	Bathroom1	Door	Casing	Wood	A1	White	Deteriorated	0.1 mg/cm <sup>2</sup>	Action Level
66	Negative	Off	Interior	Foyer	Room	Upper Wall	Plaster	A	White	Deteriorated	0.3 mg/cm <sup>2</sup>	Action Level
67	Negative	Off	Interior	Foyer	Room	Upper Wall	Plaster	B	White	Deteriorated	0.2 mg/cm <sup>2</sup>	Action Level
68	Negative	Off	Interior	Foyer	Room	Upper Wall	Plaster	D	White	Deteriorated	0.4 mg/cm <sup>2</sup>	Action Level
69	Positive	Off	Interior	Foyer	Door	---	Wood	A1	White	Deteriorated	5.4 mg/cm <sup>2</sup>	Action Level
70	Positive	Off	Interior	Foyer	Door	Casing	Wood	A1	White	Deteriorated	4.9 mg/cm <sup>2</sup>	Action Level
71	Positive	Off	Interior	Foyer	Window	Sill	Wood	B1	White	Deteriorated	3.1 mg/cm <sup>2</sup>	Action Level
72	Positive	Off	Interior	Foyer	Window	Sash	Wood	B1	White	Deteriorated	4.4 mg/cm <sup>2</sup>	Action Level



Department of Health & Human Services  
 11 State House Station  
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Read #	Result	RTA Present	Location	-->Room	Structure	-->Member	Substrate	Wall	Color	Condition	Lead (mg/cm <sup>2</sup> )	Mode
73	Positive	Off	Interior	Foyer	Window	Casing	Wood	B1	White	Deteriorated	3.0 mg/cm <sup>2</sup>	Action Level
74	Positive	Off	Interior	Foyer	Door	---	Wood	B1	White	Deteriorated	4.7 mg/cm <sup>2</sup>	Action Level
75	Positive	Off	Interior	Foyer	Door	Jamb	Wood	B1	White	Deteriorated	2.5 mg/cm <sup>2</sup>	Action Level
76	Positive	Off	Interior	Foyer	Door	Casing	Wood	B1	White	Deteriorated	3.5 mg/cm <sup>2</sup>	Action Level
77	Positive	Off	Interior	Foyer	Door	---	Wood	C1	White	Deteriorated	12.7 mg/cm <sup>2</sup>	Action Level
78	Positive	Off	Interior	Foyer	Door	Jamb	Wood	C1	White	Deteriorated	11.4 mg/cm <sup>2</sup>	Action Level
79	Negative	Off	Interior	Foyer	Door	Casing	Wood	C1	White	Deteriorated	0.2 mg/cm <sup>2</sup>	Action Level
80	Positive	Off	Interior	Foyer	Stairs	L Baseboard	Wood	B	White	Deteriorated	4.1 mg/cm <sup>2</sup>	Action Level
81	Negative	Off	Interior	Hallway 2	Room	Upper Wall	Plaster	B	White	Deteriorated	0.2 mg/cm <sup>2</sup>	Action Level
82	Negative	Off	Interior	Hallway 2	Room	Upper Wall	Plaster	C	White	Deteriorated	0.4 mg/cm <sup>2</sup>	Action Level
83	Negative	Off	Interior	Hallway 2	Room	Upper Wall	Plaster	D	White	Deteriorated	0.2 mg/cm <sup>2</sup>	Action Level
84	Negative	Off	Interior	Hallway 2	Door	---	Wood	A1	White	Deteriorated	0.0 mg/cm <sup>2</sup>	Action Level
85	Negative	Off	Interior	Hallway 2	Door	Jamb	Wood	A1	White	Deteriorated	0.0 mg/cm <sup>2</sup>	Action Level
86	Negative	Off	Interior	Hallway 2	Door	Casing	Wood	A1	White	Deteriorated	0.3 mg/cm <sup>2</sup>	Action Level
87	Negative	Off	Interior	Hallway 2	Window	Sill	Wood	B1	White	Deteriorated	0.2 mg/cm <sup>2</sup>	Action Level
88	Positive	Off	Interior	Hallway 2	Window	Sash	Wood	B1	White	Deteriorated	3.3 mg/cm <sup>2</sup>	Action Level
89	Negative	Off	Interior	Hallway 2	Window	Sill	Wood	B2	White	Deteriorated	0.2 mg/cm <sup>2</sup>	Action Level
90	Positive	Off	Interior	Hallway 2	Window	Sash	Wood	B2	White	Deteriorated	2.5 mg/cm <sup>2</sup>	Action Level
Read #	Result	RTA Present	Location	-->Room	Structure	-->Member	Substrate	Wall	Color	Condition	Lead (mg/cm <sup>2</sup> )	Mode
91	Negative	Off	Interior	Hallway 2	Window	Casing	Wood	B2	White	Deteriorated	0.2 mg/cm <sup>2</sup>	Action Level
92	Negative	Off	Interior	Master BedRm	Room	Upper Wall	Plaster	A	White	Intact	0.2 mg/cm <sup>2</sup>	Action Level
93	Negative	Off	Interior	Master BedRm	Room	Upper Wall	Plaster	B	White	Intact	0.3 mg/cm <sup>2</sup>	Action Level
94	Negative	Off	Interior	Master BedRm	Room	Upper Wall	Plaster	D	White	Intact	0.4 mg/cm <sup>2</sup>	Action Level
95	Positive	Off	Interior	Master BedRm	Window	Sill	Wood	A1	White	Deteriorated	3.2 mg/cm <sup>2</sup>	Action Level
96	Positive	Off	Interior	Master BedRm	Window	Casing	Wood	A1	White	Deteriorated	3.0 mg/cm <sup>2</sup>	Action Level
97	Positive	Off	Interior	Master BedRm	Door	---	Wood	B1	White	Deteriorated	11.8 mg/cm <sup>2</sup>	Action Level
98	Positive	Off	Interior	Master BedRm	Door	Jamb	Wood	B1	White	Deteriorated	11.6 mg/cm <sup>2</sup>	Action Level
99	Negative	Off	Interior	Master BedRm	Door	Casing	Wood	B1	White	Intact	0.2 mg/cm <sup>2</sup>	Action Level
100	Positive	Off	Exterior	House	Door	---	Wood	A1	Red	Deteriorated	11.3 mg/cm <sup>2</sup>	Action Level
101	Positive	Off	Exterior	House	Door	Jamb	Wood	A1	White	Deteriorated	9.4 mg/cm <sup>2</sup>	Action Level
102	Positive	Off	Exterior	House	Door	Casing	Wood	A1	White	Deteriorated	9.4 mg/cm <sup>2</sup>	Action Level
103	Positive	Off	Exterior	House	Window	Sill	Wood	A1	White	Deteriorated	7.6 mg/cm <sup>2</sup>	Action Level
104	Positive	Off	Exterior	House	Window	Casing	Wood	A1	White	Deteriorated	16.4 mg/cm <sup>2</sup>	Action Level
105	Positive	Off	Exterior	House	Window	Sill	Wood	B2	White	Deteriorated	7.9 mg/cm <sup>2</sup>	Action Level
106	Positive	Off	Exterior	House	Window	Casing	Wood	B2	White	Deteriorated	8.3 mg/cm <sup>2</sup>	Action Level
107	Positive	Off	Exterior	Barn	Siding		Wood	B	White	Deteriorated	8.1 mg/cm <sup>2</sup>	Action Level
108	Positive	Off	Exterior	Barn	Siding		Wood	C	White	Deteriorated	7.3 mg/cm <sup>2</sup>	Action Level

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Read #	Result	RTA Present	Location	-->Room	Structure	-->Member	Substrate	Wall Color	Condition	Lead (mg/cm <sup>2</sup> )	Mode	
109	Negative	Off	Interior	Kitchen	Room	Upper Wall	Plaster	A	White	Intact	0.1 mg/cm <sup>2</sup>	Action Level
110	Negative	Off	Interior	Kitchen	Room	Upper Wall	Plaster	B	White	Intact	0.3 mg/cm <sup>2</sup>	Action Level
111	Negative	Off	Interior	Kitchen	Room	Upper Wall	Plaster	C	White	Intact	0.3 mg/cm <sup>2</sup>	Action Level
112	Negative	Off	Interior	Kitchen	Room	Upper Wall	Plaster	D	White	Intact	0.2 mg/cm <sup>2</sup>	Action Level
113	Positive	Off	Interior	Kitchen	Room	Lower Wa	Wood	B	White	Deteriorated	9.0 mg/cm <sup>2</sup>	Action Level
114	Positive	Off	Interior	Kitchen	Room	Lower Wa	Wood	C	White	Deteriorated	12.0 mg/cm <sup>2</sup>	Action Level
115	Positive	Off	Interior	Kitchen	Door	Lamb	Wood	A1	White	Deteriorated	8.8 mg/cm <sup>2</sup>	Action Level
116	Positive	Off	Interior	Kitchen	Door	Ceiling	Wood	A1	White	Deteriorated	9.6 mg/cm <sup>2</sup>	Action Level
117	Positive	Off	Interior	Kitchen	Window	S	Wood	B1	White	Deteriorated	9.7 mg/cm <sup>2</sup>	Action Level
118	Positive	Off	Interior	Kitchen	Window	Ceiling	Wood	B1	White	Deteriorated	9.7 mg/cm <sup>2</sup>	Action Level
119		Off	Calibration	Calibration			Wood		Intact	1.0 mg/cm <sup>2</sup>	Action Level	
120		Off	Calibration	Calibration			Wood		Intact	1.0 mg/cm <sup>2</sup>	Action Level	
121		Off	Calibration	Calibration			Wood		Intact	1.0 mg/cm <sup>2</sup>	Action Level	
122		Off	Calibration	Calibration			Wood		Intact	0.1 mg/cm <sup>2</sup>	Action Level	
123		Off	Calibration	Calibration			Wood		Intact	0.2 mg/cm <sup>2</sup>	Action Level	
124		Off	Calibration	Calibration			Wood		Intact	0.2 mg/cm <sup>2</sup>	Action Level	

----- END OF READINGS -----

Penquis, CAP David Orcutt LR-0406

## Performance Characteristic Sheet

**EFFECTIVE DATE:** December 1, 2015

**MANUFACTURER AND MODEL:**

Make: *Heuresis*  
Models: *Model Pb200i*  
Source: *<sup>57</sup>Co, 5 mCi (nominal – new source)*

### FIELD OPERATION GUIDANCE

**OPERATING PARAMETERS:**

Action Level mode

**XRF CALIBRATION CHECK LIMITS:**

0.8 to 1.2 mg/cm<sup>2</sup> (inclusive)

**SUBSTRATE CORRECTION:**

Not applicable

**INCONCLUSIVE RANGE OR THRESHOLD:**

<b>ACTION LEVEL MODE READING DESCRIPTION</b>	<b>SUBSTRATE</b>	<b>THRESHOLD (mg/cm<sup>2</sup>)</b>
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

## BACKGROUND INFORMATION

### EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in November 2015, with two separate instruments running software version 2.1-2 in Action Level test mode. The actual source strength of each instrument on the day of testing was approximately 2.0 mCi; source ages were approximately one year.

### OPERATING PARAMETERS

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

### XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> film).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

### SUBSTRATE CORRECTION VALUE COMPUTATION:

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm<sup>2</sup> for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm<sup>2</sup> at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm<sup>2</sup>. Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm<sup>2</sup> NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1\text{st} + 2\text{nd} + 3\text{rd} + 4\text{th} + 5\text{th} + 6\text{th Reading})/6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

### **EVALUATING THE QUALITY OF XRF TESTING:**

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below. Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is

defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

### **TESTING TIMES:**

In the Action Level paint test mode, the instrument takes the longest time to complete readings close to the Federal standard of 1.0 mg/cm<sup>2</sup>. The table below shows the mean and standard deviation of actual reading times by reading level for paint samples during the November 2015 archive testing. The tested instruments reported readings to one decimal place. No significant differences in reading times by substrate were observed. These times apply only to instruments with the same source strength as those tested (2.0 mCi). Instruments with stronger sources will have shorter reading times and those with weaker sources, longer reading times, than those in the table.

Mean and Standard Deviation of Reading Times in Action Level Mode by Reading Level (Seconds)		
Reading (mg/cm <sup>2</sup> )	Mean Reading Time (seconds)	Standard Deviation (seconds)
< 0.7	3.48	0.47
0.7	7.29	1.92
0.8	13.95	1.78
0.9 – 1.2	15.25	0.66
1.3 – 1.4	6.08	2.50
≥ 1.5	3.32	0.05

**CLASSIFICATION OF RESULTS:**

XRF results are classified as **positive** if they are **greater than or equal** to the stated threshold for the instrument (1.0 mg/cm<sup>2</sup>), and *negative* if they are *less than* the threshold.

**DOCUMENTATION:**

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at <http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997>.

This XRF Performance Characteristic Sheet (PCS) was developed by QuanTech, Inc., under a contract with the XRF manufacturer.



Department of Health & Human Services  
11 State House Station  
Augusta Maine

**Heuresis Pb200i XRF  
Calibration Check Results**

Company Name: Penquis Inspector: David Orcutt  
Company Address: 262 Harlow Street License #: LR-0406  
Town, State, Zip: Bangor, Maine 04401  
Property Address: 135 Court St. Machias Case #: 18-147  
XRF S/N: 1865 Date: 8/7/2018  
XRF Model: Heuresis Pb200i

NIST SRM: 1.0  
Calibration Check Tolerance: plus or minus 0.2 mg/cm<sup>2</sup>

First Calibration Check: Calibration Start Time: 8/7/2018 10:20

First Reading	Second Reading	Third Reading	First Average	Difference between Average
1.0	1.0	1.0	1.0	0.00

Second Calibration Check: Calibration End Time: 12:00

First Reading	Second Reading	Third Reading	First Average	Difference between Average
1.0	1.0	1.0	1.0	0.00

Third Calibration Check: Calibration End Time:

First Reading	Second Reading	Third Reading	First Average	Difference between Average
			0.0	0.00

NIST SRM Used: 0.0 mg/cm<sup>2</sup>  
Calibration Check Tolerance: plus or minus 0.2 mg/cm<sup>2</sup>

First Calibration Check: Calibration Start Time:

First Reading	Second Reading	Third Reading	First Average	Difference between Average
0.1	0.2	0.0	0.1	0.10

Second Calibration Check: Calibration End Time:

First Reading	Second Reading	Third Reading	First Average	Difference between Average
-0.1	0.2	0.2	0.1	0.10

Third Calibration Check: Calibration End Time:

First Reading	Second Reading	Third Reading	First Average	Difference between Average
			0.0	0.00

If the difference of the calibration check average for the first NIST SRM film value is greater than the specified calibration check tolerance for this device, consult the manufacturer's recommendations to bring the instrument back into control. Retest all testing combinations tested since the last successful calibration check test.



# PENQUIS

Penquis C.A.P., Inc. conducted a dust inspection 135 Court St. Machias, Maine. The Dust level inspection was performed by David Orcutt, Maine licensed Lead Inspector/ Risk Assessor (License # LR-0406), at the above property on 08/07/2018. The inspection included a visual assessment of the components that were Present in the area. The inspector collected a set of dust wipes to determine if the cleanliness of each area met the Maine Department of Environmental Protection (DEP) clearance standards.

Lead dust samples were collected from floors, windowsills and window wells throughout the property where tenant reside. A one square foot sampling area was used for floors. A minimum of one field blank was submitted to the laboratory for analysis. Wipe samples were placed in fifty milliliter centrifuge tubes and were submitted to the Maine Health and Environmental Testing Laboratory. Lead dust samples were analyzed by Atomic Absorption Spectrometry (AAS) utilizing the EPA 200.7 method.

The clearance standards utilized were as follows:

Maine DEP

Floors: 40 ug/sq ft

Window Sills: 250 ug/sq ft

Window Trough: 400 ug/sq ft

Other horizontal surfaces: 40ug/sq ft

## LEAD HAZARD DUST LEVEL REPORT

<b>Date of Test:</b>	08/07/2018
<b>Lead Risk Assessor</b>	David Orcutt
<b>Certification Number:</b>	LR-0406
<b>Property Address:</b>	135 Court St. Machias, ME
<b>Laboratory:</b>	Maine D. H. S. Health & Environmental Lab
<b>Address:</b>	12 State House Station 211 State St. Augusta, Me. 04333
<b>Telephone Number:</b>	207 – 287 – 2727
<b>CO</b>	33636 & 33623



## Background & educational information for lead

### Health Effects of Lead Exposure

Lead is a soft metal, naturally occurring in the Earth's crust. It has been determined, however, that lead has no useful purpose in the human body, and acts as a toxin. It takes the place of essential minerals such as calcium, potassium, and iron, which are vital to the construction and repair of bones, organs and blood. Lead exposures are a major health concern, especially in young children under the age of six.

Children, due to their smaller body mass and higher metabolism, are affected by lead exposures much more severely than adults. They ingest lead through daily hand-to-mouth activities and may develop severe attention deficit disorders, irreversible brain injury, learning disabilities and aggressive behaviors. The symptoms of lead poisoning often mimic other afflictions such as flu, colic or general malaise. It is important to have young children's blood tested for lead burden.

### Sources of Lead Poisoning

Since lead is ingested by routine daily activities such as eating, playing and working, it is important to understand the sources of lead exposures. The most common places to find leads in household settings are interior and exterior paint, and contaminated dust or soil. Lead-based paint is most hazardous when it is chipping, peeling, cracking, or chalking; or applied to friction surfaces of components such as doors, windows, and floors. The abrasive action of painted surfaces rubbing together causes lead-containing paints to be ground into a fine dust. Lead dust can also be created from decaying vinyl mini blinds. Lead dust then settles on furniture, play area floors, and children's toys, where children are exposed during regular activities. Several other sources of lead in the home include lead dust brought into the home from occupational exposures, water pipes, fixtures and soldered joints; decorative china, "leaded" crystal, fishing lures and sinkers, firearms ammunition, wine bottles and cosmetics. Some hobbies may also contribute to lead contamination within the home. Exposures to all sources of lead should be minimized or eliminated.

### Methods to Reduce Exposure the Lead Hazards

The simplest and often most effective way to reduce lead exposures is through regular washing of hands, toys, and horizontal surfaces in the home with a liquid hand soap or dish soap and water. It is highly recommended that disposable cleaning materials be used to wash surfaces, so as not to re-contaminate them with a used mop or cloth.

Other ways of reducing lead hazards within the home include taking shoes off before entering living areas, letting water run prior to drinking or cooking, covering exposed soil with plant materials, and vacuuming with a High Efficiency Particulate Air (HEPA) filtered vacuum. For more information regarding lead poisoning and prevention, contact your local health department or Maine Childhood Lead Poisoning Prevention Program MCLPPP



Paul R. LePage, Governor

Ricker Hamilton, Commissioner

Department of Health and Human Services
Health and Environmental Testing Laboratory

221 State Street
#12 State House Station
Augusta, ME 04333-0012
United States Of America
Phone: (207)287-2727 Fax: (207)287-6832
TTY: 1-800-606-0215

MAINE CHILDHOOD LEAD POISONING PREV PROGRAM
MAINE CHILDHOOD LEAD POISONING PREV PROGRAM
11 SHS 3RD FL KEY BANK PLAZA
AUGUSTA ME 04333

Logged: 8/9/2018 10:53:05AM

Folder #: 1816314

Office Use Only:
Line Item
LMCLPP
Private

Released: 8/15/2018

Case#:18-147

No. of Samples in Folder:(9)

- 1816314-01
1816314-02
1816314-03
1816314-04
1816314-05
1816314-06
1816314-07
1816314-08
1816314-09

CERTIFICATION

The HETL hereby certifies that all test results for this sample were analyzed by the method listed, including preservation, preparation, and holding times, unless otherwise indicated.

Kenneth G. Pote, PhD., Director

Richard French, Quality Assurance Officer

If we can be of further assistance to you, Please Call us at 287-1716

Approved by:

Handwritten signature of Christopher Montagna


Christopher Montagna
Inorganics Supervisor/Chemist III

Continued from Previous Page

<b>Lab Sample#:</b> 1816314-01	<b>Sample Address:</b> 135 COURT ST., MACHIAS								
<b>Sample Matrix:</b> DW-H2O	<b>Sample Point:</b> <b>Surface:</b>								
<b>Description:</b> 135-DO-01 KITCHEN 1ST	<b>Sample Date:</b> 08/07/2018 <b>Sample Time:</b> 12:00:00								
<b>Test (Method)/Analyte</b>	<b>Result</b>	<b>Unit</b>	<b>Qualifiers</b>	<b>MCL</b>	<b>RL</b>	<b>High Limit</b>	<b>Low Limit</b>	<b>Analysis Date</b>	<b>Analyst</b>
<b>METALS_200.8 (200.8)</b>									
Lead	1.6	ug/L		15	0.5			08/13/2018 14:31:00	C.S.

 **Your water is considered satisfactory for all tests analyzed and listed above.**  
 (Does not apply to unanalyzed or rejected samples - See results column and any comments)  
 The term 'Satisfactory' is based on the Maine Drinking Water Regulations, State Toxicologist's Guidelines and/or the Federal Safe Drinking Water Act

<b>Lab Sample#:</b> 1816314-02	<b>Sample Address:</b> 135 COURT ST., MACHIAS								
<b>Sample Matrix:</b> DW-H2O	<b>Sample Point:</b> <b>Surface:</b>								
<b>Description:</b> 135-DO-02 KITCHEN FLUSH	<b>Sample Date:</b> 08/07/2018 <b>Sample Time:</b> 12:00:00								
<b>Test (Method)/Analyte</b>	<b>Result</b>	<b>Unit</b>	<b>Qualifiers</b>	<b>MCL</b>	<b>RL</b>	<b>High Limit</b>	<b>Low Limit</b>	<b>Analysis Date</b>	<b>Analyst</b>
<b>METALS_200.8 (200.8)</b>									
Lead	<0.5	ug/L		15	0.5			08/13/2018 14:36:00	C.S.

 **Your water is considered satisfactory for all tests analyzed and listed above.**  
 (Does not apply to unanalyzed or rejected samples - See results column and any comments)  
 The term 'Satisfactory' is based on the Maine Drinking Water Regulations, State Toxicologist's Guidelines and/or the Federal Safe Drinking Water Act

<b>Lab Sample#:</b> 1816314-03	<b>Sample Address:</b> 135 COURT ST., MACHIAS								
<b>Sample Matrix:</b> SOLID	<b>Sample Point:</b> <b>Surface:</b> Floor								
<b>Description:</b> 135-DO-03 KITCHEN	<b>Sample Date:</b> 08/07/2018 <b>Sample Time:</b> 12:00:00								
<b>Test (Method)/Analyte</b>	<b>Result</b>	<b>Unit</b>	<b>Qualifiers</b>	<b>MCL</b>	<b>RL</b>	<b>High Limit</b>	<b>Low Limit</b>	<b>Analysis Date</b>	<b>Analyst</b>
<b>Lead_Wipe (6010B)</b>									
Lead Amount/Area	16	ug/ft2			3			08/10/2018 10:10:28	R.C.

<b>Lab Sample#:</b> 1816314-04	<b>Sample Address:</b> 135 COURT ST., MACHIAS								
<b>Sample Matrix:</b> SOLID	<b>Sample Point:</b> <b>Surface:</b> Window Sill								
<b>Description:</b> 135-DO-04 KITCHEN	<b>Sample Date:</b> 08/07/2018 <b>Sample Time:</b> 12:00:00								
<b>Test (Method)/Analyte</b>	<b>Result</b>	<b>Unit</b>	<b>Qualifiers</b>	<b>MCL</b>	<b>RL</b>	<b>High Limit</b>	<b>Low Limit</b>	<b>Analysis Date</b>	<b>Analyst</b>
<b>Lead_Wipe (6010B)</b>									
Lead Amount/Area	42	ug/ft2			3			08/10/2018 10:13:30	R.C.

<b>Lab Sample#:</b> 1816314-05	<b>Sample Address:</b> 135 COURT ST., MACHIAS								
<b>Sample Matrix:</b> SOLID	<b>Sample Point:</b> <b>Surface:</b> Floor								
<b>Description:</b> 135-DO-05 LIVING RM	<b>Sample Date:</b> 08/07/2018 <b>Sample Time:</b> 12:00:00								
<b>Test (Method)/Analyte</b>	<b>Result</b>	<b>Unit</b>	<b>Qualifiers</b>	<b>MCL</b>	<b>RL</b>	<b>High Limit</b>	<b>Low Limit</b>	<b>Analysis Date</b>	<b>Analyst</b>
<b>Lead_Wipe (6010B)</b>									
Lead Amount/Area	20	ug/ft2			3			08/10/2018 10:16:36	R.C.

<b>Lab Sample#:</b> 1816314-06	<b>Sample Address:</b> 135 COURT ST., MACHIAS								
<b>Sample Matrix:</b> SOLID	<b>Sample Point:</b> <b>Surface:</b> Window Sill								
<b>Description:</b> 135-DO-06 LIVING RM	<b>Sample Date:</b> 08/07/2018 <b>Sample Time:</b> 12:00:00								
<b>Test (Method)/Analyte</b>	<b>Result</b>	<b>Unit</b>	<b>Qualifiers</b>	<b>MCL</b>	<b>RL</b>	<b>High Limit</b>	<b>Low Limit</b>	<b>Analysis Date</b>	<b>Analyst</b>
<b>Lead_Wipe (6010B)</b>									
Lead Amount/Area									

Continued from Previous Page

<b>Lead_Wipe (6010B)</b>										
<b>Lead Amount/Area</b>	780	ug/ft2	**		3				08/10/2018 10:19:19	R.C.

<b>Lab Sample#:</b> 1816314-07	<b>Sample Address:</b> 135 COURT ST., MACHIAS
<b>Sample Matrix:</b> SOLID	<b>Sample Point:</b> <b>Surface:</b> Floor
<b>Description:</b> 135-DO-07 STAIR TREAD	<b>Sample Date:</b> 08/07/2018 <b>Sample Time:</b> 12:00:00

<u>Test (Method)/Analyte</u>	<u>Result</u>	<u>Unit</u>	<u>Qualifiers</u>	<u>MCL</u>	<u>RL</u>	<u>High Limit</u>	<u>Low Limit</u>	<u>Analysis Date</u>	<u>Analyst</u>
<b>Lead_Wipe (6010B)</b>									
<b>Lead Amount/Area</b>	49	ug/ft2	**		3			08/10/2018 10:22:22	R.C.

<b>Lab Sample#:</b> 1816314-08	<b>Sample Address:</b> 135 COURT ST., MACHIAS
<b>Sample Matrix:</b> SOLID	<b>Sample Point:</b> <b>Surface:</b> Floor
<b>Description:</b> 135-DO-08 MASTER BED	<b>Sample Date:</b> 08/07/2018 <b>Sample Time:</b> 12:00:00

<u>Test (Method)/Analyte</u>	<u>Result</u>	<u>Unit</u>	<u>Qualifiers</u>	<u>MCL</u>	<u>RL</u>	<u>High Limit</u>	<u>Low Limit</u>	<u>Analysis Date</u>	<u>Analyst</u>
<b>Lead_Wipe (6010B)</b>									
<b>Lead Amount/Area</b>	8.0	ug/ft2			3			08/10/2018 10:25:25	R.C.

<b>Lab Sample#:</b> 1816314-09	<b>Sample Address:</b> 135 COURT ST., MACHIAS
<b>Sample Matrix:</b> SOLID	<b>Sample Point:</b> <b>Surface:</b> Other
<b>Description:</b> 135-DO-09 BLANK	<b>Sample Date:</b> 08/07/2018 <b>Sample Time:</b> 12:00:00

<u>Test (Method)/Analyte</u>	<u>Result</u>	<u>Unit</u>	<u>Qualifiers</u>	<u>MCL</u>	<u>RL</u>	<u>High Limit</u>	<u>Low Limit</u>	<u>Analysis Date</u>	<u>Analyst</u>
<b>Lead_Wipe (6010B)</b>									
<b>Lead Amount/Area</b>	<3	ug/ft2			3			08/10/2018 10:28:29	R.C.

Continued from Previous Page

MINIMUM DETECTION LEVELS: [ICP Method=EPA 200.7 GFAA Method=EPA 239.2]  
METHOD: ICP PAINT ICP SOIL ICP WIPES GFAAPAINT GFAA SOIL GFAA WIPES  
MDL: .003% 3.202 mg/kg 3.022 ug/filter .0212% 3.063 mg/kg 2.779 ug/filter

REPORTING LIMITS:

SOIL: 17 ppm PAINT: 300 PPM WIPES: 3 ug/ft AIR FILTERS: 3 ug,micro grams

MAINE CHAPTER 424 ACTION LEVELS:

CARPETED AND HARD FLOORS: 40 ug/ft INTERIOR SILLS: 250 ug/ft

WINDOW WELLS: 400 ug/ft PAINT: 5000 ppm

SOIL,PERIMETER OF BUILDING: 1000 PPM SOIL,PLAY AREAS: 375 ppm

ppm= parts per million,mg/kg,milligrams/kilogram

ug/ft = micro grams per square foot.

All QC Samples are within specifications unless otherwise noted.

In the Qualifier column \*\*\* is placed to indicate any results that exceed the  
Maine Chapter 424 action level.

MINIMUM DETECTION LEVELS: [ICP Method=EPA 200.7 GFAA Method=EPA 239.2]  
METHOD: ICP PAINT ICP SOIL ICP WIPES GFAAPAINT GFAA SOIL GFAA WIPES  
MDL: .003% 3.202 mg/kg 3.022 ug/filter .0212% 3.063 mg/kg 2.779 ug/filter

REPORTING LIMITS:

SOIL: 17 ppm PAINT: 300 PPM WIPES: 3 ug/ft AIR FILTERS: 3 ug,micro grams

MAINE CHAPTER 424 ACTION LEVELS:

CARPETED AND HARD FLOORS: 40 ug/ft INTERIOR SILLS: 250 ug/ft

WINDOW WELLS: 400 ug/ft PAINT: 5000 ppm

SOIL,PERIMETER OF BUILDING: 1000 PPM SOIL,PLAY AREAS: 375 ppm

ppm= parts per million,mg/kg,milligrams/kilogram

ug/ft = micro grams per square foot.

All QC Samples are within specifications unless otherwise noted.

In the Qualifier column \*\*\* is placed to indicate any results that exceed the  
Maine Chapter 424 action level.

## Units & Measurement

"mg/L" = Milligrams per liter;

"ug/L" = Micrograms per Liter;

"mg/Kg" = Milligrams per Kilogram;

"ug/Kg" = Micrograms per Kilogram;

"NTU" = Nephelometric Turbidity Units;

"pCi/L" = Picocuries per Liter;

The MCL, Maximum Contaminant Level is listed for comparing your results with recommended levels.

In the "Qualifier" column, an " \* " is placed to indicate any results that exceed this MCL.

**If there are no " \* " in the "Qualifier" column, your water is considered satisfactory for those tests.**

All solid results are reported on a "Dry Weight" basis.

RL-Reporting Limit is the lowest concentration which can be reliably reported on a routine basis.

"<" = Less than ">" = Greater than

MCL - Maximum Contaminant Level is the highest level allowed by EPA for public water supplies. Also used here as the maximum advisory limit set by the Maine Centers for Disease Control and Prevention.

**Note: Results below the advisory limit, including < and J are considered satisfactory for that parameter.**

## Disclaimer

**Your report consists of the number of pages listed on the cover page. Any attachments after the last numbered page are for informational purposes only and not part of the formal report.**

**The results in this report are for the submitted sample(s) only.**

**This report shall not be reproduced, except in full, without written permission from the Maine Health and Environmental Testing Laboratory.**

Continued from Previous Page

**Qualifiers Legend:**

**User selectable**

<b>Code</b>	<b>Description</b>
*	> Secondary Limit
**	> MCL
~	Approximately
Ach	Above Calibration Curve
B	Blank Contamination
Hi	
J	<RL>MDL
Lo	
Nan	Not Analyzed
Nc	Not Confirmed
Nt	NonTarget Compound
R	Rejected
Rec	Recovery
T	Temperature does not meet criteria
U	Undetected



## Environmental Lead Chain of Custody Record

Maine Department of Health and Human Services  
 Health & Environmental Testing Laboratory  
 221 State Street, State House Station 12  
 Augusta, ME 04333-0012  
 Tel (207) 287-2727 FAX (207) 287-8925

<b>BILL TO:</b> PRINT CLEARLY <p style="text-align: center; font-size: 1.2em;">MCLPPP</p>	<b>RESULTS TO:</b> PRINT CLEARLY <p style="text-align: center; font-size: 1.2em;">MCLPPP Perquis</p>
<b>FOLDER #</b> <p style="font-size: 1.5em;">1816314</p>	<b>Project Location:</b> 135 Court St. <b>Case #</b> 18-147 Machias
<b>Samplers (signatures):</b> <i>[Signature]</i> <b>Print names:</b> David Orcutt	

field sample #	Sample # (lab use only)	sample type	sampling location	surface*	date	time	1 ft2	Actual dimensions/comments
135-00-01	1816314-00	lt20	Kitchen 1st		8/7	12:00	<input type="checkbox"/>	
02	-002	lt20	Kitchen flush		8/7	12:00	<input type="checkbox"/>	
03	-003	Wipe	Kitchen	a	8/7	12:00	<input checked="" type="checkbox"/>	
04	-004	Wipe	Kitchen	b	8/7	12:00	<input type="checkbox"/>	4 x 30
05	-005	Wipe	Living Rm	a	8/7	12:00	<input checked="" type="checkbox"/>	
06	-006	Wipe	Living Rm	b	8/7	12:00	<input type="checkbox"/>	4 x 30
07	-007	Wipe	Stair tread	a	8/7	12:00	<input type="checkbox"/>	10 x 12
08	-008	Wipe	Master bed	a	8/7	12:00	<input checked="" type="checkbox"/>	
09	-009	Wipe	Blank		8/7	12:00	<input type="checkbox"/>	

<b>Relinquished by:</b>	<b>Received by:</b>	<b>Date &amp; Time Received:</b>
<b>Relinquished by:</b>	<b>Received by:</b> <i>[Signature]</i>	<b>Date &amp; Time Received:</b> AUG 9 2018 10:42

\*Surface Codes: a = floor b = window sill c = window trough (well) d = other horizontal surface e = wall

- All samples were acceptable upon receipt     
  Not all samples were acceptable upon receipt (see comment)

**For lead dust wipe sampling, please check one box from each column:**

- |  |  |  |
|--|--|--|
| Sampler is: <ul style="list-style-type: none"> <li><input type="checkbox"/> Homeowner</li> <li><input type="checkbox"/> Tenant</li> <li><input type="checkbox"/> Lead Sampling Technician</li> <li><input checked="" type="checkbox"/> Lead Inspector/Risk Assessor</li> </ul> | Reason for collecting sample: <ul style="list-style-type: none"> <li><input type="checkbox"/> Homeowner Knowledge</li> <li><input type="checkbox"/> Tenant Knowledge</li> <li><input checked="" type="checkbox"/> Risk Assessment</li> <li><input type="checkbox"/> Clearance following renovation/interim control</li> <li><input type="checkbox"/> Clearance following lead abatement</li> </ul> | <input checked="" type="checkbox"/> First try<br><input type="checkbox"/> Second try<br><input type="checkbox"/> Other _____ |
|--|--|--|

STATE OF MAINE  
WASHINGTON, ss.

SUPERIOR COURT  
Docket No. RE-2018-10

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MACHIAS SAVINGS BANK, )  
 )  
 PLAINTIFF )  
 )  
 v. )  
 )  
 PRINCE C. OGBONNA, )  
 )  
 DEFENDANT )  
 )

---

**\*\*\*DISCLAIMER\*\*\***

Machias Savings Bank and Central Maine Auction Company have provided the information contained in this bid package to persons interested in bidding for the property described herein. Each believes the information contained herein to be accurate and complete. ***However, neither Machias Savings Bank nor Central Maine Auction Company, nor their respective agents, employees or attorneys, make any warranties of any kind as to the accuracy or completeness of the information contained herein.*** Interested bidders are urged to make such an independent investigation as to each of those matters to which an ordinary and prudent buyer would inquire.

Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401 ■ (207) 848-7027 ■ [www.cmauctioncenter.com](http://www.cmauctioncenter.com) ■ Phil Adams, Adams Real Estate, 186 State Street, Bangor, Maine 04401 ■ (207) 990-3929 ■ collectively, Auctioneer

William B. Devoe, Esq., Eaton Peabody, 80 Exchange Street, P.O. Box 1210, Bangor, ME 04402-1210 ■ (207) 947-0111 ■ [www.eatonpeabody.com](http://www.eatonpeabody.com) ■ Attorneys for Machias Savings Bank

## TERMS AND CONDITIONS OF PUBLIC SALE

Machias Savings Bank v. Prince C. Ogbonna

135 Court Street, Machias, Washington County, Maine

The following are the terms and conditions of the public sale of the real property subject to a Mortgage Deed granted to Machias Savings Bank by Prince C. Ogbonna, said mortgage having been foreclosed as described in the Judgment of Foreclosure and Sale dated February 28, 2019, and entered by the Superior Court for Washington County, Machias, Maine, in the matter of Machias Savings Bank v. Prince C. Ogbonna (Docket No. RE-2018-10).

1. The property to be sold includes the real estate, together with any improvements thereon, located generally at 135 Court Street, Machias, Washington County, Maine, more particularly described in the Mortgage Deed from Prince C. Ogbonna to Machias Savings Bank dated October 25, 2013, and recorded in the Washington County Registry of Deeds in Book 4009, Page 299 (the "Property"). No personal property is being sold with the Property, and bidders must satisfy themselves as to the legal character of specific property as real or personal in nature. Machias Savings Bank reserves the right, but not the obligation, for itself and its assigns, to remove any personal property from the Property without liability of any kind to the purchaser of the Property for any loss, injury, or damage sustained as a result of the storage or removal of any personal property.

2. The sale of the Property is being conducted by Central Maine Auction Center, 44 Concord Drive, Hermon, Maine 04401, Maine Auction License 644, Kevin Tilton, Agency License 22, and Phil Adams, Adams Real Estate (collectively, the "Auctioneer"), pursuant to 14 M.R.S. §§ 6203-A et seq. and the Judgment of Foreclosure and Sale referenced above.

3. The public sale will be held on May 3, 2019, at 2:00 p.m. at 135 Court Street, Machias, Maine.

4. Machias Savings Bank reserves the right to refuse or to accept any unusual or irregular bid for the Property; to hold recesses from time to time during the public sale as the Auctioneer may determine; to adjourn or to continue the public sale from time to time, without notice to any person; and to amend the terms and conditions of the public sale as it deems necessary or desirable, in its sole discretion. Machias Savings Bank further reserves the right to bid without submitting any deposit and to withdraw any bid made by it. Machias Savings Bank may withdraw the Property at any time until the Auctioneer announces the completion of the sale.

5. The bidding will be conducted as a public sale. All interested bidders shall be required to register with the Auctioneer and submit a deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) in cash or certified U.S. funds made payable to Machias Savings Bank, in order to participate in the public sale. At the completion of the sale, subject to confirmation by Machias Savings Bank, the highest bidder will sign a Purchase and Sale Agreement substantially in the form attached hereto. A record of bidding will be maintained by Machias Savings Bank for its own use.

6. The successful bidder shall apply the bid qualification deposit of Two Thousand Five Hundred Dollars (\$2,500.00) as a nonrefundable deposit at the time of signing the Purchase and Sale Agreement. The balance of the purchase price payable by the successful bidder shall be paid in certified U.S. funds at the closing to be held on or before thirty (30) calendar days from the date of public sale as set forth in the Purchase and Sale Agreement.

7. Machias Savings Bank will convey the Property by Release Deed, substantially in the form attached hereto, subject to the following items:

- a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the purchaser).
- b. Any and all encumbrances and easements, whether or not of record in the applicable Registry of Deeds, and any governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions.
- c. Any condition which a physical examination or adequate survey of the Property might reveal.
- d. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by a law, and which may or may not be shown by the public records.
- e. The rights of tenants and persons in possession, if any.
- f. The conveyance will be subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the applicable Registry of Deeds, including, but not limited to, water and sewer, and municipal or quasi-municipal taxes.
- g. Any and all real estate transfer taxes, including Machias Savings Bank's share of such taxes (36 M.R.S. §§ 4641 et seq.), as applicable, shall be paid by the purchaser at closing.

8. In the event that the highest bidder fails to comply with any of the terms and conditions of sale, that bidder's deposit will be retained by the Auctioneer unless the bidding is reopened, there is a new high bid satisfactory to Machias Savings Bank, and the new highest bidder immediately executes a Purchase and Sale Agreement. Upon close of the bidding and compliance with the terms of the sale, the Auctioneer shall declare that the terms of the sale have been complied with and that the sale is closed.

9. The purchaser's commitment under the Purchase and Sale Agreement will not be contingent upon securing financing or upon any other condition; the purchaser's deposit will not be refunded due to an inability to obtain financing or any other failure by purchaser to perform.

10. The Seller, in selling the Property, is conducting a foreclosure sale. The Property is sold "AS IS, WHERE IS", with all existing defects and without any warranties of any kind, even as to fitness for a particular purpose, habitability, or merchantability. All bidders are invited to inspect the real estate and the public records prior to making a bid. No warranties, guaranties, or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or its compliance with any applicable zoning or land use regulations, law, or ordinances. The purchaser will assume responsibility and expense for any title search, title examination or title insurance. The Seller shall not be required to execute any title insurance affidavits or similar documents relating to the Property. **THE PURCHASER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF THE PROPERTY AND THE ASSUMPTION OF ALL RISKS RELATING TO UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATIONS MADE BY MACHIAS SAVINGS BANK, CENTRAL MAINE AUCTION COMPANY, OR THEIR RESPECTIVE REPRESENTATIVES AND AGENTS.**

11. Machias Savings Bank specifically disclaims, and purchaser acknowledges that Machias Savings Bank shall not be responsible for or obligated now or at any time in the future to protect, exonerate, defend, indemnify, and save purchaser or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense, or liability, based on personal injury, death, loss, or damage to property suffered or incurred by any person, corporation, or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter, or material on the Property.

12. In the event of loss or damage to the Property after the execution of the Purchase and Sale Agreement and prior to the closing, purchaser shall have the risk of loss.

13. In the case of disputed bidding, Central Maine Auction Company shall be the sole and absolute judge of such dispute.

14. If the purchaser fails to perform at the closing, the purchaser's deposit will be retained by the Auctioneer. A bidder or purchaser whose deposit is retained under this paragraph will also be responsible for any and all consequential damages and additional costs, deficiencies, expenses, and losses suffered as a result of purchaser's failure to perform, including without limitation, reasonable attorneys' fees. Further, Machias Savings Bank reserves the right either to (a) contact the next highest bidder and allow that party to purchase the Property for the next highest bid as the assignee of the highest bidder; or (b) hold a new sale of the Property. Machias Savings Bank shall have no

obligation, and specifically disclaims any responsibility, to provide notice of any kind to any person subsequent to the public sale.

15. All of the terms and conditions set forth in the notice of public sale published in the Machias Valley News Observer on April 3, 10, and 17, 2019, are deemed to be incorporated herein by reference.

16. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.

**17. OTHER OR ADDITIONAL TERMS MAY BE ANNOUNCED AT THE PUBLIC SALE, IN WHICH EVENT SUCH TERMS AND CONDITIONS SHALL BE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE.**

18. Applicable Law: You have signed a written binding contract agreeing to the terms and conditions of sale and understand that any bid you make falls under the Maine Auction Law, Title II, Section 2-328, of the Uniform Commercial Code and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine 04330.

## PURCHASE AND SALE AGREEMENT

MACHIAS SAVINGS BANK, a Maine banking corporation having a place of business in Bangor, Maine (the "Seller"), and \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_ ([collectively], the "Purchaser"), for consideration paid, agree as follows:

1. Purchase and Sale of Property: Subject to the terms and conditions set forth herein, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller the real estate, together with any improvements thereon, located generally at 135 Court Street, Machias, Washington County, Maine, being more particularly described in a Mortgage Deed from Prince C. Ogbonna to Machias Savings Bank dated October 25, 2013, and recorded in the Washington County Registry of Deeds in Book 4009, Page 299, the legal description therein being incorporated herein by reference (the "Property").

2. Purchase Price: The purchase price for the Property is (bid amount) \_\_\_\_\_ (\$\_\_\_\_\_). Purchaser has this day made a deposit by certified U.S. funds payable to Machias Savings Bank in the amount of Two Thousand Five Dollars (\$2,500.00), receipt of which nonrefundable deposit is acknowledged by Machias Savings Bank. The balance of the total purchase price shall be paid in certified U.S. funds made payable to Machias Savings Bank at closing. For the sake of convenience, the amounts required to be paid in accordance with this paragraph are as follows:

[a] Total Purchase Price (bid amount)		\$ _____
[b] Non-refundable Deposit	\$ 2,500.00	
[c] Additional Deposit (if any)	\$ _____	
[d] Total Deposits ([b] + [c])		\$ _____
[e] Balance Due at Closing ([a] - [d])		\$ _____

3. Closing: The closing shall take place at Machias Savings Bank, 4 Center Street, Machias, Maine, or at such other place as may be agreed between the parties, on or before thirty (30) days from the date of this Agreement, at a date and time mutually agreeable to the parties. Notwithstanding the foregoing, Seller may elect to effectuate the closing by mail.

4. Title: Purchaser shall be solely responsible for any expense related to any title or UCC search, title examination, or title insurance. In the event Purchaser elects to utilize a certain specimen title insurance policy provided by Seller, Purchaser shall pay the cost of the title insurance premium for issuing a final policy and any additional costs of title search and examination. In the event that Seller has provided to Purchaser copies of title abstracts, policies, or other title or survey information, Purchaser acknowledges that Seller shall have no responsibility or liability in connection therewith, it being understood that Purchaser is relying solely upon the title search ordered by it and the final title evidence issued as a result of said title search. Purchaser will assume

responsibility and expense for any title search, title examination or title insurance. Seller shall not be required to execute any title insurance affidavits or similar documents relating to the Property.

5. Deed: Seller shall, on the date of closing, execute and deliver to Purchaser a Release Deed conveying the Property to Purchaser in fee simple, substantially in the form attached hereto. Seller makes no warranties, guaranties, or representations of any kind or nature concerning the value of the Property, the physical condition of or title to the Property or any improvements located thereon, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, environmental compliance, or compliance with any applicable federal, state, or local law, ordinance, or regulation. Further, the Property is specifically sold without any express or implied warranties of habitability or title, and is sold "AS IS, WHERE IS". Purchaser will assume risk of any defects and expressly acknowledges and agrees that the purchase price reflects the "AS IS, WHERE IS" condition of the Property and the assumption of all risks relating to undisclosed defects, known or unknown to Seller. Purchaser acknowledges they had an opportunity to inspect the real estate and the public records prior to execution of this Agreement. Purchaser further acknowledges and agrees that Purchaser in no way relied upon representations made by Seller or any of its employees, agents, representatives or attorneys. In the event that more than one purchaser executes this Agreement, the deed from Seller to Purchaser will be a deed to Purchaser as tenants in common unless otherwise indicated below.

Purchaser's election as to the form of ownership in the deed of conveyance from Seller (if no election is made, a deed to multiple parties shall be to the grantees as tenants in common):

- joint tenancy
- tenancy in common
- not applicable (e.g. the Purchaser is an individual, corporate entity, or trustee)

Notwithstanding the foregoing, the Purchaser expressly acknowledges and agrees that the Purchaser shall be responsible for confirming the form of tenancy set forth in the deed of conveyance and that the Seller shall have no responsibility or liability therefor.

6. Residential Real Property Disclosures: The Purchaser acknowledges that this transaction is exempt from the residential property disclosure requirements of Title 33, Chapter 7, Subchapter 1-A of the Maine Revised Statutes.

7. Personal Property. The Purchaser acknowledges that there are or may be items of personal property situated on or in the Property, and that the Seller is not conveying any interest in such personal property to the Purchaser. The Purchaser further acknowledges that the Seller has made and will make no representations as to the legal character of specific property as real or personal in nature. The Seller reserves the right, but not the obligation, for itself and its assigns, to remove any personal property from the Property without liability of any kind to the Purchaser of the Property for any loss, injury, or damage sustained as a result of the storage or removal of any personal property.



8. Purchaser's Default: In the event the Purchaser fails to fulfill any of the Purchaser's obligations hereunder, including failure to tender the deposits as required hereunder, then the Seller shall retain the Purchaser's said deposits, and may, at the Seller's option, pursue any remedies at law or equity, including specific performance.

9. Encumbrances, Liens and Assessments; Taxes: The Purchaser acknowledges and agrees that the Property will be sold at closing subject to (a) any and all municipal, state, or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the Purchaser); (b) any and all encumbrances and easements, whether or not of record in the applicable Registry of Deeds, and any governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions; (c) any condition which a physical examination or adequate survey of the Property might reveal; (d) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by a law, and which may or may not be shown by the public records; (e) the rights of tenants and persons in possession, if any; (f) all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the applicable Registry of Deeds, including, but not limited to, water and sewer, and municipal or quasi-municipal taxes; (g) all transfer taxes and sales taxes assessed by the State of Maine, including the Seller's share of such taxes (36 M.R.S. §§ 4641 et seq.), as applicable, shall be paid by the Purchaser at closing.

10. Broker's Commission: Each party represents to the other that it has not dealt with any real estate broker nor is there any broker's commission due in connection with the Purchaser's purchase of the Property. In the event that a broker claims such a commission, the party having contact with said broker shall be responsible for satisfying such claim for commission.

11. Risk of Loss: Purchaser acknowledges and agrees that all risk of loss or damage to the Property prior to the closing shall be borne by Purchaser.

Seller specifically disclaims, and Purchaser acknowledges that Seller shall not be responsible for or obligated now or at any time in the future to protect, exonerate, defend, indemnify, or hold Purchaser or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense, or liability, based on personal injury, death, loss, or damage to property suffered or incurred by any person, corporation, or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter, or material on the Property.

12. Representations; Construction: The Purchaser acknowledges that the Purchaser has not relied upon any oral or written representation of the Seller, or any of the Seller's employees, agents, or attorneys. The Purchaser agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein, or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

13. Limitation on Purchaser Damages: The Purchaser agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which the Purchaser may be due at any time and as against the Seller for any reason shall be specifically limited to the amount of the Purchaser's deposit, repayable without interest, and that under no circumstances may such damages include any claim for punitive damages, lost profits or investment opportunities, or attorneys' fees.

14. Waiver of Jury Trial: The Purchaser agrees that in the event of any dispute as between the Purchaser and the Seller and relating to the subject matter of this Agreement, or the property hereby contemplated to be transferred by the Seller to the Purchaser, such dispute shall (unless the Seller shall have demanded arbitration as set forth in this Agreement) be tried before a single Justice of the Superior Court for the County in which the Property is located, sitting without a jury.

15. Arbitration: The Purchaser agrees that in any dispute or controversy with the Seller as to the terms of this Agreement, or with respect to the matters described herein, and whether sounding in contract or tort, shall, at the election of the Seller and at any time, be resolved by binding arbitration in accordance with the applicable provisions of the Maine Uniform Arbitration Act, at 14 M.R.S. §§ 5927 et seq. and as the same may be amended from time to time. The Seller may further elect to submit less than all disputes or controversies as between the Purchaser and the Seller to binding arbitration. Nothing herein shall be construed as limiting the rights or remedies of the Seller pursuant to this Agreement or any document or agreement as between the Purchaser and the Seller and at any time, whether or not the Seller shall have previously demanded such arbitration.

16. Binding Effect; Assignment: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, and permitted assigns, except that the Purchaser may not assign this Agreement to any party without the Seller's written consent. The Purchaser's obligations and liability to the Seller pursuant to this Agreement expressly shall survive any such assignment.

17. Severability: If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

18. Incorporation of Provisions: This Agreement expressly incorporates the terms and conditions of sale set forth in the Terms and Conditions of Public Sale distributed by the Auctioneer to registered bidders at the time of registration to bid, and, if applicable, further incorporates the terms and conditions of sale as announced by the Auctioneer at the public sale conducted on May 3, 2019.

19. Entire Agreement; Governing Law: This Agreement, including the incorporated provisions and the Disclosure, constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings, and shall not be altered or amended, except by written amendment signed by the Seller and the Purchaser. This Agreement shall be governed by Maine law. For purposes hereof, the date of this Agreement is May 3, 2019.

20. Time for Performance: TIME IS OF THE ESSENCE. Should the Purchaser default in any obligation under this Agreement, the Purchaser agrees to indemnify and hold the Seller harmless from any resulting or consequential loss, claim, or damage of any kind whatsoever, including but not limited to any attorneys' fees incurred by the Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals on the day, month, and year written below.

WITNESSES:

MACHIAS SAVINGS BANK

\_\_\_\_\_

By \_\_\_\_\_  
Wendy L. Schors Date  
Its Vice President

\_\_\_\_\_

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Social Security Number/Tax Identification Number

\_\_\_\_\_

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Social Security Number/Tax Identification Number

CENTRAL MAINE AUCTION COMPANY

\_\_\_\_\_

By \_\_\_\_\_  
Date

## RELEASE DEED

DLN # \_\_\_\_\_

**MACHIAS SAVINGS BANK**, a Maine banking corporation having a place of business in Machias, Washington County, Maine, for consideration paid, releases to \_\_\_\_\_, of \_\_\_\_\_, having a mailing address of \_\_\_\_\_, any and all right, title and interest in and to certain lots or parcels of land in Machias, Washington County, Maine, more particularly described as follows:

**LOT ONE:** Certain lots or parcels of land, together with any buildings thereon, situated in Machias, Washington County, Maine, and more fully described in a Warranty Deed from Bertha M. Crane to Mary Katherine MacLauchlan dated February 23, 1935, and recorded in Book 405, Page 201 of the Washington County Registry of Deeds excepting so much thereof as conveyed by Mary Katherine MacLauchlan to Ersley L. Goldsmith and Doris W. Goldsmith as joint tenants by Warranty Deed dated April 30, 1945, and recorded in Book 460, Page 472 of the Washington County Registry of Deeds.

**LOT TWO:** Certain lots or parcels of land, with any buildings and improvement thereon, situated in said Machias and more fully described in a Warranty Deed of Bion Curtis Monaghan to Mary Katherine MacLauchlan dated January 20, 1945, and recorded in Book 460, Page 225 of said Registry.

**LOT THREE:** A certain lot or parcel of land with any improvements thereon, situated in said Machias and more fully described in a Warranty Deed of Florence L. Foster to Emerson G. MacLauchlan dated June 10, 1960, and recorded in Book 567, Page 443 of said Registry.

**LOT FOUR:** A certain lot or parcel of land, with any improvements thereon, situated in said Machias and more fully described in a Deed of Sale of Robert H. Foster, Personal Representative of the Estate of Florence L. Foster to Norma L. Folsom and Donald E. MacLauchlan as tenants in common recorded February 4, 1986, in Book 1369, Page 118 of said Registry.

**LOT FIVE:** A certain lot or parcel of land, with any improvements thereon, situated in Machias, Washington County, State of Maine, and more fully described in a Deed of Distribution of Donald E. MacLauchlan, Personal Representative of the Estate of Emerson G. MacLauchlan to Donald E. MacLauchlan and Norma Folsom as joint tenants dated September 9, 2005, and recorded in Book 3054, Page 106 of said Registry.

The Mary Katherine MacLauchlan named as Grantee in the deeds to the above described Lots One and Two died testate on March 7, 1948. Under the terms of her Will allowed by the Washington County Probate Court on May 4, 1948, under Docket No. 8-MC-20, her entire estate passed to her husband, Emerson G. MacLauchlan. For further title information concerning Lots One, Two, and Three reference may be had to a Warranty Deed from Emerson G. MacLauchlan to Donald E. MacLauchlan and Norma L. Folsom, as joint tenants, dated May, 1982 and recorded in Book

1180, Page 100 of the Washington County Registry of Deeds, a Warranty Deed from Norma L. Folsom to Donald E. MacLauchlan dated December 9, 1982, and recorded in Book 1206, Page 55 of said Registry, a Warranty Deed of Donald E. MacLauchlan to Donald E. MacLauchlan and Norma L. Folsom, as joint tenants, dated January 30, 1984, and recorded in Book 1260, Page 111 of said Registry and a Warranty Deed of Donald E. MacLauchlan to Norma L. Folsom dated June 23, 1995, and recorded in Book 2011, Page 154 of said Registry.

Being the same property described in a deed from William R. Thompson to Gerald Lee Rakoczy and Ellen Mary McLaughlin, dated June 29, 2006 and recorded in Book 3163, Page 58 of said Registry.

Meaning and hereby conveying the same property described in a deed from Gerald Lee Rakoczy and Ellen Mary McLaughlin to the Grantor herein, Walter R. Conlin II, dated September 24, 2012 and recorded in Book 3886, Page 180 of the Washington County Registry of Deeds.

Excepting and Reserving, however the property conveyed by Gerald Lee Rakoczy and Ellen Mary McLaughlin to Jonathan A. McClure and Janelle B. McClure by deed dated May 22, 2009 and recorded in Book 3530, Page 215 of said Registry, as follows:

“A certain lot or parcel of land situated on the southerly side of Charles Street, in Machias, Washington County, Maine, bounded and described as follows:

“Beginning at a pipe (found) at the southeast corner of Jonathan A. McClure (Book 3510, Page 185 of the Washington County Registry of Deeds), also being the southwest corner of the herein conveyed land, thence running N 2° 27' 23" W along the easterly boundary line of McClure for a distance of one hundred thirty-three feet (133') to a point on the southerly side of Charles Street, also being the northeast corner of said McClure; Thence turning and running N 85° 50' 49" E along the southerly edge of Charles Street for a distance of eighty feet (80') to a pin set in the ground at the northwest corner of land now or formerly of Roy L. Love (Book 770, Page 084 of said Registry), also being the northeast corner of the lot herein conveyed; Thence turning and running S 2° 27' 23" E along the westerly boundary line of said Love for a distance of one hundred thirty-three feet (133') to a pin set in the ground at the northeast corner of Lot 3 in the deed from William R. Thompson to Gerald Lee Rakoczy and Ellen Mary McLaughlin (Book 3163, Page 58 of said Registry), also being the southeast corner of the lot herein conveyed; Thence turning and running S 85° 50' 49" W along the northerly boundary line of Lot 3 in the said Rakoczy and McLaughlin deed for a distance of thirty-five feet (35') to a pin set at the northwest corner of said Lot 3 of the said Rakoczy and McLaughlin deed; Thence continuing in the same S 85° 50' 49" W direction along the northerly boundary line of land now or formerly of Stephanie Davis (Book 3337, Page 178 of said Registry) for a distance of forty-five feet (45') to the first mentioned pipe (found) and point of beginning.

“The above description is in accordance with a plan entitled “Plan of Survey for Gerald Lee Rakoczy and Ellen Mary McLaughlin dated April 27, 2009 prepared by Malcolm Harriman, Licensed Land Surveyor and recorded in Cabinet 3, Volume 18, #4 of the Washington County Registry of Deeds.

“Subject to the following reservation and right in the deed from Bion Curtis Monaghan to Mary Katherine MacLauchlan dated January 20, 1945 and recorded in Book 450, Page 225 of said Registry as follows:

“Reserving, however, to Bertha M. Crane, the right at all times to enter upon said property to excavate, if necessary, for the purpose of repairing sewer leading from her homestead across said property.

“Also the right to enter upon my said premises which adjoin the within premises on the east for the purpose of maintaining and repairing the drain situated on said adjoining premises and to carry out such purposes may have the right to dig up my said premises under which said drain runs.”

Subject to all outstanding municipal fees, charges, encumbrances, and liens, whether or not of record in the Washington County Registry of Deeds. Further subject to all real estate transfer taxes.

For Grantor’s source of title, reference may be had to the Mortgage Deed granted by Prince C. Ogonna to Machias Savings Bank dated October 25, 2013, and recorded in the Washington County Registry of Deeds in Book 4009, Page 299 (the “Mortgage”). The Grantor foreclosed the Mortgage by virtue of a Judgment of Foreclosure and Sale dated February 28, 2019 and entered by the Superior Court for Washington County, Machias, Maine, in the matter of Machias Savings Bank v. Prince C. Ogonna (Docket No. RE-2018-10), said judgment having been recorded in said Registry in Book \_\_\_\_\_, Page \_\_\_\_\_. This deed is a conveyance of all right, title, and interest of the Grantor, and of all parties to said action, in and to the property described herein pursuant to 14 M.R.S. § 6323.

For purposes of compliance with 14 M.R.S. § 6323(1):

Newspaper in which publication occurred: Machias Valley News Observer.  
Dates of Publication: March 27, April 3, and 10, 2019.  
Sale Date<sup>1</sup>: May 3, 2019.

IN WITNESS WHEREOF, Machias Savings Bank has caused this instrument to be signed by its undersigned officer, duly authorized, this \_\_\_\_\_ day of May, 2019.

WITNESS:

**MACHIAS SAVINGS BANK**

\_\_\_\_\_  
By \_\_\_\_\_  
Wendy L. Schors  
Its Vice President

<sup>1</sup> In the event the public sale was adjourned and continued from the date reflected in the notice of public sale as published by such newspaper, such continuance was accomplished in accordance with 14 M.R.S. § 6323(1).

State of Maine  
Washington, ss.

May \_\_\_\_, 2019

Personally appeared the above-named Wendy L. Schors, Vice President of Machias Savings Bank, and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of Machias Savings Bank.

---

Notary Public/Attorney-at-Law

---

Print or type name as signed

**NOTICE OF PUBLIC SALE**  
14 M.R.S. § 6323

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale dated February 28, 2019 which judgment was entered on March 6, 2019, by the Superior Court for Washington County, Machias, Maine, in an action brought by **Machias Savings Bank** against **Prince C. Ogbonna**, Docket No. RE-2018-10, and wherein the Court adjudged a foreclosure of a Mortgage Deed granted by Prince C. Ogbonna, dated October 25, 2013, and recorded in the Washington County Registry of Deeds in Book 4009, Page 299, the period of redemption from said judgment having expired, all of the following described property will be sold at a public sale at 2:00 p.m. on May 3, 2019, at 135 Court Street in Machias, Maine. The property to be sold is further described on the Town of Machias Tax Maps at Map 14, Lot 2, together with and subject to the rights, covenants, easements, and encumbrances affecting the property. Reference should be had to the Mortgage Deed for a more complete legal description of the property to be conveyed.

**TERMS OF SALE**

THE PROPERTY HEREINABOVE DESCRIBED IS BEING SOLD ON AN “AS IS” “WHERE IS” BASIS, WITHOUT ANY WARRANTY WHATSOEVER AS TO THE CONDITION, FITNESS, SIZE, OR LOCATION OF THE PROPERTY OR THE STATE OF TITLE TO THE PROPERTY.

The bidder to whom the property is sold must, at the time and place of sale, make a deposit of Two Thousand Five Hundred Dollars (\$2,500.00) by cash or certified check, and must sign a Purchase and Sale Agreement with Machias Savings Bank, which agreement shall provide in part (i) that the purchaser will be responsible for all real estate and/or personal property taxes and other municipal charges attributable to the respective property unpaid and in arrears and for all subsequent tax years as assessed by the Town of Machias, and (ii) that a closing of the sale shall be held within thirty (30) days of the public sale where the remaining balance of the purchase price will be paid in cash or certified funds. The conveyance will be by Release Deed. Machias Savings Bank expressly reserves the right to bid, to modify the terms of the sale set forth above, to add additional terms as it so wishes, and to authorize the mortgagor to sell the property prior to the sale date. All other terms and conditions of sale, including any modification or additions to the terms set forth above, will be announced at the time of the sale.

For further information, contact Central Maine Auction Center, 44 Concord Road, Hermon, Maine 04401 ■ (207) 848-7027 ■ [www.cmauctioncenter.com](http://www.cmauctioncenter.com)



**Maine Revised Statutes**  
**Title 22: HEALTH AND WELFARE**  
**Chapter 252: LEAD POISONING CONTROL ACT**

**§1320. INSPECTION OF DWELLING UNITS AND CHILD-OCCUPIED FACILITIES BY DEPARTMENT**

Any authorized representative of the department, upon presenting the appropriate credentials to the owner or occupant, or a representative of either, may inspect any dwelling unit or child-occupied facility at reasonable times for the purpose of ascertaining the presence of lead-based substances, and may remove samples or objects necessary for laboratory analysis. Inspections may be made only when there are reasonable grounds to suspect that there are lead-based substances in or upon the exposed surfaces of any dwelling unit or child-occupied facility, or upon the request of either the owner or the occupant with whom children reside, or when a case of lead poisoning has been reported. [1999, c. 276, §11 (AMD).]

**SECTION HISTORY**

1973, c. 367, (NEW). 1975, c. 239, §6 (RPR). 1991, c. 810, §27 (AMD).  
1999, c. 276, §11 (AMD).

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**Maine Revised Statutes**  
**Title 22: HEALTH AND WELFARE**  
**Chapter 252: LEAD POISONING CONTROL ACT**

**§1320-A. INSPECTION OF DWELLINGS BY DEPARTMENT**

Except in the case of an owner-occupied, single-family residence, the department shall within 30 days inspect all dwelling units in a dwelling when: [1999, c. 276, §12 (AMD).]

**1. Lead poisoning found.** A case of lead poisoning has been found in any dwelling unit within the dwelling; or

[ 1981, c. 470, Pt. A, §64 (AMD) .]

**2. Lead-based substances.** Lead-based substances have been found in any dwelling unit within the dwelling.

[ 1999, c. 276, §12 (AMD) .]

The department may, at its discretion, inspect an owner-occupied single-family residence whenever a lead-poisoned child has been identified as residing in or receiving care in that residence. [1999, c. 276, §12 (NEW).]

SECTION HISTORY

1975, c. 239, §7 (NEW). 1981, c. 470, §A64 (AMD). 1999, c. 276, §12 (AMD) .

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**Maine Revised Statutes**  
**Title 22: HEALTH AND WELFARE**  
**Chapter 252: LEAD POISONING CONTROL ACT**

**§1321. NOTICE AND REMOVAL**

If the department determines that an environmental lead hazard exists in or on any dwelling, premises, residential child-occupied facility, child care facility, premises of a family child care provider or nursery school: [ 2005, c. 530, §4 (AMD) . ]

**1. Notice posted.** The department shall post in or upon the dwelling, premises, residential child-occupied facility, child care facility, premises of the family child care provider or nursery school, in a conspicuous place or places, notice of the existence of environmental lead hazard. Notice may not be removed until the department states that the environmental lead hazard no longer exists;

[ 2005, c. 530, §4 (AMD) . ]

**2. Notice to persons.** The department shall give notice of the existence of the environmental lead hazard to all occupants;

[ 1991, c. 810, §28 (AMD) . ]

**3. Notice to owner; removal.** The department shall give notice of the existence of the environmental lead hazard to the owner and order that the lead-based substances be removed, replaced or securely and permanently covered within 30 days of receipt of the notice. If the lead-based substances can not be removed, replaced or securely and permanently covered within 30 days, the department may grant an extension of reasonable time. All lead-based paint activities must be performed in accordance with rules adopted by the Department of Environmental Protection pursuant to Title 38, chapter 12-B. In the case of an owner-occupied, single-family residence, the department may provide technical assistance and guidance in lieu of enforcement activity at the department's discretion; and

[ 1999, c. 790, Pt. A, §23 (AMD) . ]

**4. Sale of dwelling, residential facility, child-occupied facility or nursery school.** If, before the end of the 30-day period or extension, the owner sells the dwelling, premises, child care facility, premises of the family child care provider, residential child-occupied facility or nursery school, the owner shall notify the prospective buyer of the environmental lead hazard and the new owner must assume the responsibility of carrying out the requirements of this section within the specified time period.

[ 2005, c. 530, §4 (AMD) . ]

**5. Abatement procedures.**

[ 1997, c. 375, §6 (RP) . ]

**6. Lead-based paint activities prohibition.**

[ 1999, c. 276, §14 (RP) . ]

SECTION HISTORY

1973, c. 367, (NEW). 1975, c. 239, §8 (RPR). 1981, c. 470, §A65 (AMD). 1991, c. 810, §28 (AMD). 1995, c. 453, §§10-12 (AMD). 1997, c. 375,

§§6,7 (AMD). 1999, c. 276, §§13,14 (AMD). 1999, c. 790, §A23 (AMD).  
2003, c. 421, §§6-8 (AMD). 2005, c. 530, §4 (AMD).

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**Maine Revised Statutes**  
**Title 22: HEALTH AND WELFARE**  
**Chapter 252: LEAD POISONING CONTROL ACT**

**§1322. CHILD OCCUPANTS**

A person may not knowingly rent a dwelling that has been posted and ordered cleared of harmful lead-based substances in accordance with section 1321. In circumstances where the presence of lead-based paint or building materials is unsuspected and becomes known when the dwelling is already rented to a family with children, the family of the children may not be evicted for that reason and the owner and occupant of the dwelling must be given written notice by the department advising of the existence of lead-based substances in the dwelling and ordering that within 30 days the lead-based substances be removed, replaced or securely and permanently covered. [1999, c. 276, §15 (AMD).]

Until the owner brings any residential dwelling or premises into compliance with this Act while a tenant is occupying a dwelling unit, the owner shall move the tenant to a substitute dwelling unit upon reasonable notice. The department may, on a case-by-case basis, waive this requirement if the department determines that the implementation of interim controls sufficiently protects the residents of the unit until full abatement is achieved. The owner shall pay reasonable moving expenses and any use and occupancy charges for a substitute dwelling unit that exceed the rent for the vacated dwelling unit for which the tenant remains responsible. "Substitute dwelling unit" means a dwelling unit of like or similar accommodation and in like or similar location that is lead-safe. If the tenant fails to accept the substitute dwelling unit selected by the owner while the owner is required to bring the vacated dwelling unit into compliance with this Act or the tenant fails to remain current in rent pursuant to the lease or tenancy at will under Title 14, section 6002, including the statutory period of right to cure, the owner is not obligated beyond 10 days after completion of remediation to reimburse the tenant for any expense or inconvenience other than moving expenses and any use and occupancy charges for the substitute dwelling unit selected by the owner that exceed the rent for the vacated dwelling unit. [2003, c. 421, §9 (AMD).]

**SECTION HISTORY**

1973, c. 367, (NEW). 1975, c. 239, §9 (RPR). 1975, c. 293, §4 (AMD).  
 1991, c. 810, §29 (AMD). 1995, c. 453, §13 (AMD). 1999, c. 276, §15  
 (AMD). 2003, c. 421, §9 (AMD).

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**Town of Machias  
Tax Information Sheet  
As of: 03/29/2019**

**Account:** 844                      **Name:** OGBONNA, PRINCE C

**Location:** 135 COURT ST

**Map and Lot:** 014-002

**Sale Date:** 10/25/2013

**Deed Reference:** B4009P295 11/01/2013

**Sale Price:** \$59,900

**Land:** 13,100  
**Building:** 56,800  
**Exempt:** 0  
**Total:** 69,900

**Total Acres:** 0.21  
**Tree Growth:** Soft : 0 Mixed : 0 Hard : 0  
**Farmland:**  
**Open Space:**  
**Zoning:** 11 - None  
**SFLA:** 931

	<b>Amount</b>	<b>Mill Rate</b>
<b>Last Billed : 2018-1</b>	1,516.83	21.700
<b>Previous Billed : 2017-1</b>	1,474.89	21.100

**There are no outstanding taxes.**

Information Given By: Jandra M. Clifton  
Title: Clerk 03/29/2019

All calculations are as of: 03/29/2019

2018 Real Estate Tax Bill

Town of Machias  
 P O Box 418  
 Machias ME 04654

R844  
 OGBONNA, PRINCE C  
 8403 NEW ENGLAND DR  
 AMARILLO TX 79119

Current Billing Information	
Land	13,100
Building	56,800
Assessment	69,900
Homestead Exempt	0
Other Exemption	0
Taxable	69,900
Rate Per \$1000	21.700
Original Bill	1,516.83
First Due 10/15/18	758.42
Second Due 3/15/19	758.41
<b>Total Due</b>	<b>1,516.83</b>

**Acres:** 0.21  
**Map/Lot** 014-002      **Book/Page** B4009P295 11/01/2013  
**Location** 135 COURT ST  
 2.00% discount available. To obtain, pay 1,486.49 in full by 10/15/2018

**Information**

As a result of the money Machias receives from the State Legislature through the State Municipal Revenue Sharing Program, Homestead Exemption Reimbursement and State Aid to Education, your property tax bill has been reduced by 44%.

Interest of 6% will be charged on any unpaid first installment starting 10/16/2018 and on any unpaid taxes after 3/15/2019.

The Town of Machias is on the web: [www.machiasme.org](http://www.machiasme.org)  
 There are details regarding individual property valuations on the website.

**DOG OWNERS:** Remember to license your dog no later than 12/31/2018.  
 The Town of Machias has bonded indebtedness of \$1,926,109.70 as of 6/30/2018.

Current Billing Distribution		
Education	54.20%	822.12
Municipal	37.20%	564.26
County	8.40%	127.41
Tax Increment	0.20%	3.03

**Remittance Instructions**

Please make checks or money orders payable to  
 Town of Machias and mail to:  
 Town of Machias  
 P O Box 418  
 Machias ME 04654

TOWN OFFICE PHONE: 207-255-6621

Please remit this portion with your second payment

2018 Real Estate Tax Bill  
**Account:** R844  
**Name:** OGBONNA, PRINCE C  
**Map/Lot:** 014-002  
**Location:** 135 COURT ST

3/15/2019      758.41

Due Date	Amount Due	Amount Paid
----------	------------	-------------

**Second Payment**

Please remit this portion with your first payment

2018 Real Estate Tax Bill  
**Account:** R844  
**Name:** OGBONNA, PRINCE C  
**Map/Lot:** 014-002  
**Location:** 135 COURT ST

10/15/2018      758.42

Due Date	Amount Due	Amount Paid
----------	------------	-------------

**First Payment**



Dept. of Professional & Financial Regulation  
Office of Professional & Occupational Regulation  
**MAINE REAL ESTATE COMMISSION**

35 State House Station Augusta ME 04333-0035



## REAL ESTATE BROKERAGE RELATIONSHIPS FORM

### Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following customer-level services:

- √ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- √ To treat both the buyer and seller honestly and not knowingly give false information;
- √ To account for all money and property received from or on behalf of the buyer or seller; and
- √ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.

### You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements create a **client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

services required of all licensees listed above:

- √ To perform the terms of the written agreement with skill and care;
- √ To promote your best interests;
  - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
  - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- √ To maintain the confidentiality of specific client information, including bargaining information.

### COMPANY POLICY ON CLIENT-LEVEL SERVICES — WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- √ The company and all of its affiliated licensees represent you as a client (called "single agency");
- √ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "appointed agency");
- √ The company may offer limited agent level services as a **disclosed dual agent**.

#### WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

**Remember!**  
*Unless you enter into a written agreement for agency representation, you are a customer—not a client.*

#### THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

*To Be Completed By Licensee*

This form was presented on (date) \_\_\_\_\_

To \_\_\_\_\_  
Name of Buyer(s) or Seller(s)

by Emily Tilton  
Licensee's Name

on behalf of Adams Real Estate  
Company/Agency

MREC Form#3 Revised 07/2006  
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to [www.maine.gov/professionallicensing](http://www.maine.gov/professionallicensing). Inactive licensees may not practice real estate brokerage.



**DISCLOSURES RELATIVE TO PROPERTY**

**Auction # R19-254**

**Location: 135 Court Street, Machias, ME**

**Disclosure for Heating System:**

Type _____	Not Known <u> X </u>
Age of System _____	Not Known <u> X </u>
Name of Service Company _____	Not Known <u> X </u>
Annual Consumption per Source _____	Not Known <u> X </u>
Malfunctions or Problems _____	Not Known <u> X </u>

**Disclosure for Waste Disposal System:**

Type of System _____	Not Known <u> X </u>
Date of Installation _____	Not Known <u> X </u>
Size and Type of Tank _____	Not Known <u> X </u>
Location of Field and Tank _____	Not Known <u> X </u>
Malfunctions _____	Not Known <u> X </u>
Service and Contracting _____	Not Known <u> X </u>

**Disclosure for Private Water Supply:**

Type of System _____	Not Known <u> X </u>
Date of Installation _____	Not Known <u> X </u>
Malfunctions _____	Not Known <u> X </u>
Location _____	Not Known <u> X </u>
Date and Result of Tests _____	Not Known <u> X </u>

**Disclosure for Public Water Supply:**

Line Malfunctions _____	Not Known <u> X </u>
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**Disclosure for Known Hazardous Materials including but not limited to:**

Asbestos _____	Not Known <u> X </u>
Radon _____	Not Known <u> X </u>
Lead Paint _____	Not Known <u> X </u>
Chemical Spills on Property _____	Not Known <u> X </u>
Underground Tanks _____	Not Known <u> X </u>

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_