

20-E-23

1998-054

23 Middle St.

Building Addition

ARI Insurance Agency

on spreadsheet

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM**

19980154  
I. D. Number

**A.R.I. Insurance Agency**

Applicant

19 Commercial St. PO Box 567, Portland, ME 04112

Applicant's Mailing Address

David McDonald

Consultant/Agent

871-1660 774-6848

Applicant or Agent Daytime Telephone, Fax

11/12/98

Application Date

Middle St. 23-25

Project Name/Description

23- 25 Middle St

Address of Proposed Site

020-E-023

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  
 Office  Retail  Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify)

612 + 4480 3592 sq. ft. B-2

Proposed Building square Feet or # of Units Acreage of Site Zoning

**Check Review Required:**

- Site Plan (major/minor)  Subdivision # of lots \_\_\_\_\_  PAD Review  14-403 Streets Review  
 Flood Hazard  Shoreland  Historic Preservation  DEP Local Certification  
 Zoning Conditional Use (ZBA/PB)  Zoning Variance  Other \_\_\_\_\_

Fees Paid: Site Plan \$400.00 Subdivisio \_\_\_\_\_ Engineer Review \$306.00 Date 11/12/98

**Planning Approval Status:**

Reviewer Kandi Talbot

- Approved  Approved w/Conditions See Attached  Denied

Approval Date 12/9/98 Approval Expiration 12/9/99 Extension to \_\_\_\_\_  Additional Sheets Attached

OK to Issue Building Permi. Kandice Talbot 12/18/98  
signature date

Performance Guarantee  Required\*  Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<u>12/18/98</u> date	<u>\$14,600.00</u> amount	_____ expiration date
<input checked="" type="checkbox"/> Inspection Fee Paid	<u>12/18/98</u> date	<u>\$446.00</u> amount	
<input type="checkbox"/> Building Permit Issue	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	_____ remaining balance	_____ signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	
<input type="checkbox"/> Final Inspection	_____ date	_____ signature	
<input checked="" type="checkbox"/> Certificate Of Occupancy	<u>7/12/99</u> date		
<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	_____ signature	

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM**

19980154

I. D. Number

**A.R.I. Insurance Agency**

Applicant

19 Commercial St. PO Box 567, Portland, ME 04112

Applicant's Mailing Address

David McDonald

Consultant/Agent

871-1660 774-6848

Applicant or Agent Daytime Telephone, Fax

11/12/98

Application Date

Middle St. 23-25

Project Name/Description

23- 25 Middle St

Address of Proposed Site

020-E-023

Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  
 Office  Retail  Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify)

612 + 4480

3592 sq. ft.

B-2

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

**Check Review Required:**

- Site Plan (major/minor)  Subdivision # of lots \_\_\_\_\_  PAD Review  14-403 Streets Review  
 Flood Hazard  Shoreland  Historic Preservation  DEP Local Certification  
 Zoning Conditional Use (ZBA/PB)  Zoning Variance  Other \_\_\_\_\_

Fees Paid: Site Plan \$400.00 Subdivision \_\_\_\_\_ Engineer Review \$306.00 Date: 11/12/98

**DRC Approval Status:**

Reviewer Jim Wendel

- Approved  Approved w/Conditions see attache  Denied

Approval Date 12/9/98 Approval Expiration 12/9/99 Extension to \_\_\_\_\_  Additional Sheets Attached

Condition Compliance Kandice Talbot 12/18/98  
signature date

Performance Guarantee  Required\*  Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input checked="" type="checkbox"/> Performance Guarantee Accepted	<u>12/18/98</u> date	<u>\$14,600.00</u> amount	_____ expiration date
<input checked="" type="checkbox"/> Inspection Fee Paid	<u>12/18/98</u> date	<u>\$446.00</u> amount	
<input type="checkbox"/> Building Permit	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	_____ remaining balance	_____ signature
<input type="checkbox"/> Temporary Certificate Of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	
<input type="checkbox"/> Final Inspection	_____ date	_____ signature	
<input checked="" type="checkbox"/> Certificate Of Occupancy	<u>7/12/99</u> date		
<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	_____ signature	

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM  
ADDENDUM**

19980154

I. D. Number

**A.R.I. Insurance Agency**

Applicant

19 Commercial St. PO Box 567, Portland, ME 04112

Applicant's Mailing Address

David McDonald

Consultant/Agent

871-1660 774-6848

Applicant or Agent Daytime Telephone, Fax

11/12/98

Application Date

Middle St. 23-25

Project Name/Description

23- 25 Middle St

Address of Proposed Site

020-E-023

Assessor's Reference: Chart-Block-Lot

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**DRC Conditions of Approval**

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**Planning Conditions of Approval**

- that the applicant rebuild the sidewalk along the frontage of this site on Middle Street. In addition, granite curb should be reset where necessary, as determined by Public Works.
- that street trees be planted along Middle Street.
- that the dumpster be enclosed with a stockade fence.

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**Inspections Conditions of Approval**

1. Separate permit needed for any new signage.
2. Copies of the parking lease will be required prior to issuance of building permit.

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**Fire Conditions of Approval**



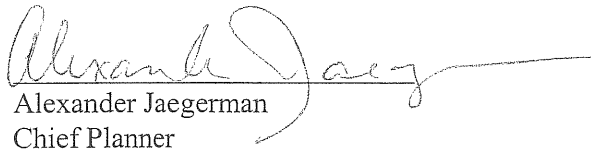
**CITY OF PORTLAND**  
Planning and Urban Development Department

**MEMORANDUM**

**TO:** Duane Kline, Finance Department  
**FROM:** Alex Jaegerman, Chief Planner  
**DATE:** February 16, 2001  
**SUBJECT:** ARI Insurance Agency, 25 Middle Street  
Release of Performance Guarantee

Please release the letter of credit for the ARI Insurance Agency project located at 23-25 Middle Street.

**Approved:**

  
Alexander Jaegerman  
Chief Planner

cc: Kandice Talbot, Planner  
Code Enforcement  
Jay Reynolds, Development Review Coordinator

Finance Department



Duane G. Kline  
Director

**CITY OF PORTLAND**

February 26, 2001

Peerless Insurance Company  
P.O. Box 9725  
Portland, ME 04104-5025

Re: ARI Real Estate Holdings, 25 Middle Street  
Bond #01894-43-58

This is to inform you that I am authorizing the release and return of the above-named bond, in the amount of \$14,600.

If you require any further information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Kline".

Duane G. Kline  
Finance Director

DGK,jlb

pc:  Kandice Talbot, Planner  
Jay Reynolds, Development Review Coordinator

BOND NO. 01894-43-58

KNOW ALL MEN BY THESE PRESENTS, that we, D.L.M. Corporation, as Principal, and Peerless Insurance Company, a corporation organized under the laws of the State of New Hampshire and duly authorized to transact business in the State of Maine, as Surety, are held and firmly bound unto

Property and Casualty Division  
P.O. Box 9725  
Portland, Maine 04104 5025  
207.781.3122  
800.442.6068  
Fax: 207.781.8013  
800.526.0677  
Claims Fax: 207.781.7009  
800.832.0120

**THE CITY OF PORTLAND, MAINE**

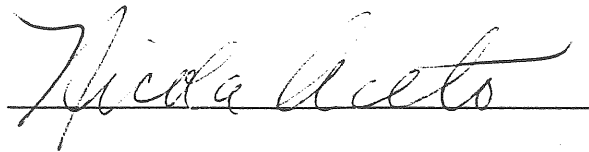
as Obligee, in the sum of Fourteen Thousand Six Hundred Dollars (\$14,600.00) for the payment whereof well and truly made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, in conjunction with the development of ARI Real Estate Holdings, LLC/25-27 Middle Street, Portland, Maine, said Principal shall make, and ensure the fulfillment of, all site improvements required by Section 14-499 as well as the requirements of Article III of Chapter 25 of the City of Portland Land Use Code.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of Principal's failure to fulfill all improvements as required by Section 14-499 and Article III of Chapter 25 of the City of Portland Land Use Code, then this obligation shall be void, otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 17th day of December, 1998.

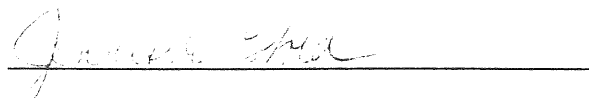
Witness

  
\_\_\_\_\_


D.L.M. Corporation, PRINCIPAL

By:   
\_\_\_\_\_ Its President

Witness

  
\_\_\_\_\_

Peerless Insurance Company, SURETY

By:   
\_\_\_\_\_ Attorney-in-Fact

PEERLESS INSURANCE COMPANY  
THE NETHERLANDS INSURANCE COMPANY

231894

62 MAPLE AVENUE KEENE, NEW HAMPSHIRE 03431

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Peerless Insurance Company and/or The Netherlands Insurance Company, each being a New Hampshire Corporation having its principal office in the City of Keene, County of Cheshire, State of New Hampshire do/does hereby make, constitute and appoint: \*\*\*\*Rocco Aceto; Wayne Infinger; Michael Reali; Claire Guillemette; Kathy Ela

of Portland in the State of Maine their/its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their its behalf, and as their/its act and deed, without power of redelegation, as follows:

bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, unlimited as to Dollar Amount:

and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Section 7 of Article 3 of Bylaws of Peerless Insurance Company, as amended May 30, 1997, states: "The Senior Vice President(s) and Vice President(s) of the Company's Bond Profit Center may appoint and remove Attorneys-in-Fact and assign to them and revoke as appropriate such duties, powers and authority as may be advantageous to the Company including the execution and attestation of bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof and other documents on behalf of the Company with power to redelegate such authority."

Section 9 of Article 5 of Bylaws of The Netherlands Insurance Company, as amended May 30, 1997 and June 16, 1997, states: "The Senior Vice President(s) and Vice President(s) of the Company's Bond Profit Center may appoint and remove Attorneys-in-Fact, and assign to them and revoke as appropriate such duties, powers and authority as may be advantageous to the Company including the execution and attestation of bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof and other documents on behalf of the Company with power to redelegate such authority."

USE OF FACSIMILE SIGNATURES

Use of facsimile signatures by Peerless Insurance Company is made pursuant to Resolution of the Board of Directors of Peerless Insurance Company, dated April 28, 1988. Use of facsimile signatures by The Netherlands Insurance Company is made pursuant to Resolution of the Board of Directors of The Netherlands Insurance Company, dated April 28, 1988.

COMPANY MAKING APPOINTMENT

The company making this appointment is identified by an "X" in the box opposite its name in the space provided below. It is the intent of Peerless Insurance Company and The Netherlands Insurance Company to use this instrument for the appointment of Attorney(s)-in-Fact for either Company designated, or for both Companies, if so indicated. In Witness Whereof

PEERLESS INSURANCE COMPANY  THE NETHERLANDS INSURANCE COMPANY

has/have caused these presents to be signed by its Vice President, and its Corporate Seal to be hereto affixed by its Secretary, this 5th day of March, 1998.

PEERLESS INSURANCE COMPANY



By: Matthew Klimczak  
Vice President

Attest: William L. McCague  
Secretary

THE NETHERLANDS INSURANCE COMPANY



By: Matthew Klimczak  
Vice President

Attest: William L. McCague  
Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF CHESHIRE

The foregoing instrument was acknowledged before me this 5th day of March, 1998, by Matthew W. Klimczak, Vice President of the Bond Profit Center of Peerless Insurance Company and The Netherlands Insurance Company and William L. McCague, II, Secretary of Peerless Insurance Company and The Netherlands Insurance Company, New Hampshire Corporations, on behalf of the corporations.



Rhonda E. Jardine Notary Public

I, William L. McCague, II, Secretary of Peerless Insurance Company and The Netherlands Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of Power of Attorney executed by the Company(ies) designated above which is still in force and effect. In witness whereof, I have hereunto set my hand and affixed the Seal(s) of the Company(ies), at Keene, New Hampshire, this 17<sup>th</sup> day of December, 1998.



William L. McCague, II  
Secretary





D.L.M. Corp.  
P.O. BOX 52  
PORTLAND, ME. 04112

November 12, 1998

City of Portland  
Dept. of Economic Development  
Attn: Kathleen Brown  
Mark Jennings  
389 Congress St.  
Portland, ME 04101

Cc: Mike Reali, A.R.I. Insurance Agency

RE: Actual cost of approximately 1544 sq.ft. of brick sidewalk for 23-25 Middle St. Portland, ME.

Dear Mr. Jennings and Ms. Brown:

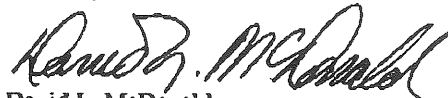
I understand that there is a request to refinish the sidewalk (north side) from the corner of India Street to the entrance of the parking lot of The Village Cafe. The following is the exact scope of work to be performed for the sidewalk in the desired area.

The quote to repair the sidewalk is \$14,600.00. This includes: removal 1,544 sq.ft. of existing debris and fill, replacing existing base with inch minus gravel (compacted), replacing 147-0 lineal ft. of the existing granite curbing, 1,544 sq.ft. of 2" layer grade "C" bituminous overlay, 1,544 sq.ft. of one layer of brick with fine sand used as the filler as per spec of City of Portland Public Works.

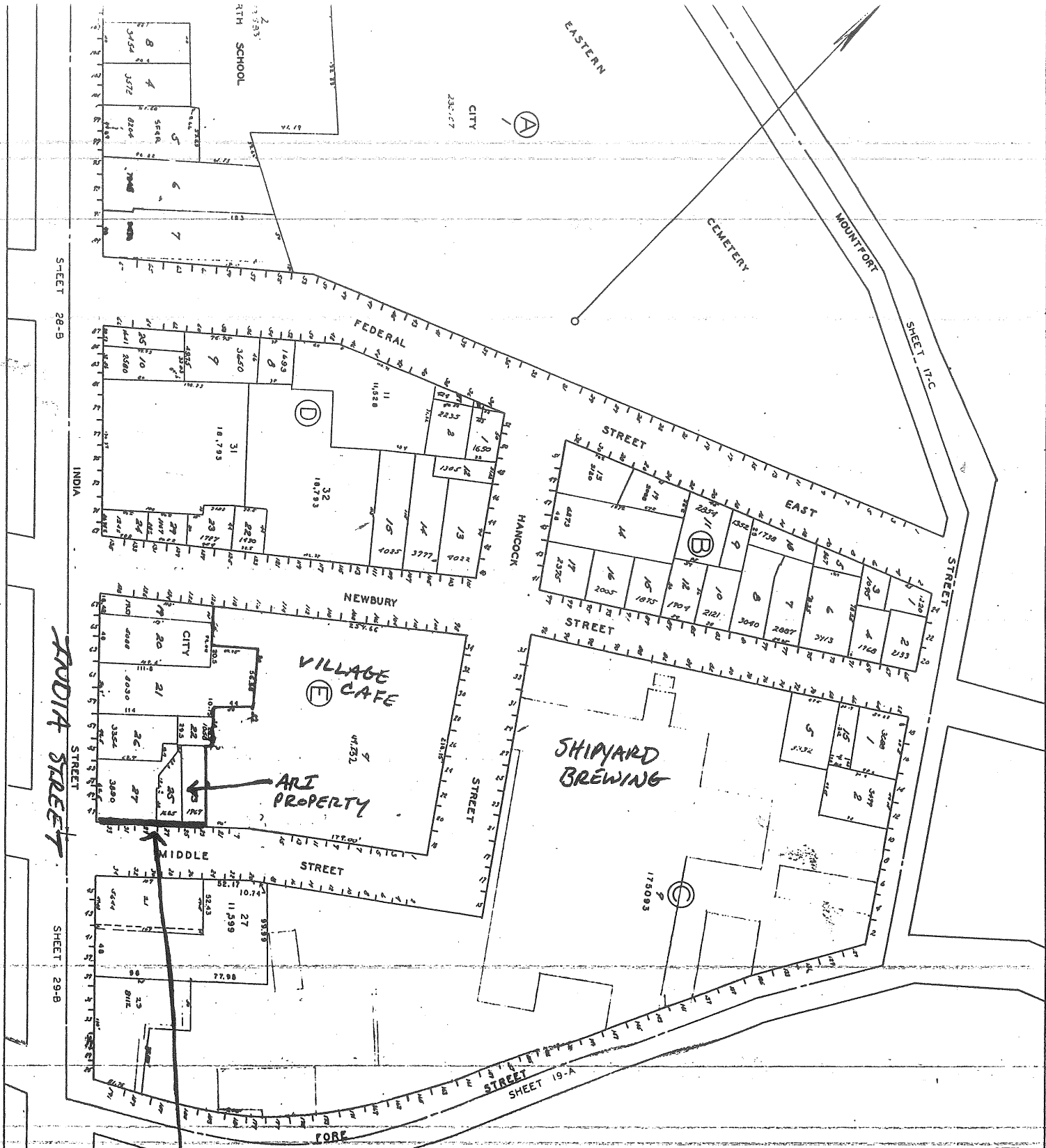
If there is any other questions you have, I can be reached at (207) 871-1660 or at the above address.

Thank you for your time. I look forward to talking to you.

Sincerely,



David L. McDonald  
President



CITY OF PORTLAND  
 ASSESSORS PL  
 SCALE 1" = 50'

RETRACTED 10-4-65

ST. JOSEPH'S  
 RECORDS

Department of Planning and Urban Development  
 SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date 12-17-98

Name of Project A.R.I. INSURANCE AGENCY

Address/Location 23-25 MIDDLE ST.

Developer \_\_\_\_\_

Form of Performance Guarantee SUBDIVISION ROAD PERFORMANCE

Type of Development: \_\_\_\_\_ Subdivision  Site Plan (Major/Minor)

TO BE FILLED OUT BY APPLICANT:

Item	Quantity	PUBLIC		PRIVATE		
		Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
<b>1. STREET/SIDEWALK</b>						
Road				/		/
Granite Curbing	<u>147 L.W. FT.</u>		<u>\$3500</u>	/		/
Sidewalks	<u>1470 #</u>		<u>\$9100</u>	/		/
Esplanades				/		/
Monuments				/		/
Street Lighting				/		/
Other <u>REMOVAL EXISTING</u>	<u>1470 #</u>		<u>\$2000<sup>00</sup></u>	/		/
<b>2. SANITARY SEWER</b>						
Manholes	/	/	/	/	/	/
Piping	/	/	/	/	/	/
Connections	/	/	/	/	/	/
Other	/	/	/	/	/	/
<b>3. STORM DRAINAGE</b>						
Manholes	/	/	/	/	/	/
Catchbasins	/	/	/	/	/	/
Piping	/	/	/	/	/	/
Detention Basin	/	/	/	/	/	/
Other	/	/	/	/	/	/
<b>4. SITE LIGHTING</b>						
	/	/	/	/	/	/
<b>5. EROSION CONTROL</b>						
	/	/	/	/	/	/
<b>6. RECREATION AND OPEN SPACE AMENITIES</b>						
	/	/	/	/	/	/

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
7. LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)	/	/	/	/	/	/
8. MISCELLANEOUS	/	/	/	/	/	/
TOTAL:	<u>\$ 14,600<sup>00</sup></u>			<u>-0-</u>		
GRAND TOTAL:	<u>\$ 14,600<sup>00</sup></u>			<u>-0-</u>		

INSPECTION FEE (to be filled out by City)

	<u>PUBLIC</u>	<u>PRIVATE</u>	<u>TOTAL</u>
A: 1.7% of totals:	_____	_____	_____
<u>or</u>			
B: Alternative Assessment:	_____	_____	_____
Assessed by:	_____	_____	_____
	(name)	(name)	

Submit Photos

City of Portland  
Inspection Services Division  
Demolition Call List

Site Address: 23-25 MIDDLE ST. Owner: A. R. I. INSURANCE  
Structure Type: WOOD / BRICK Contractor: D. L. M. CORP.

<u>UTILITY APPROVALS</u>	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
Central Maine Power	1-800-750-4000	<u>Dwyer / 11-16-98</u>
NYNEX	878-7000	<u>11-19-98</u>
Northern Utilities	797-8002 X6241	<u>FRED CARK / 12-9-98</u>
Portland Water District	761-8310	<u>SIM PANDISCO / 11-16-98</u>
Public Cable Co.	775-3431 X257	<u>11-19-98</u>
Dig Safe***	1-888-344-7233	<u>EVON / 12-9-98</u>

\*\*\*(After call, there is a wait of 72 bus hrs before digging can begin)

<u>CITY APPROVALS</u>	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
DPW/Sewer Division(J.DiPaolo)	874-8300 X8467	<u>C. MERRITT / 12-9-98</u>
DPW/Traffic Division(K.Doughty)	874-8300 X8437	<u>LARRY HASH / 12-9-98</u>
DPW/Forestry Division(J.Tarling)	874-8300 X8389	<u>JEFF VARTING / 12-9-98</u>
DPW/Sealed Drain Permit(C.Merritt)	874-8300 X8822	<u>C. MERRITT</u>
Building Inspections(insp required )	874-8300 X8703	<u>ARTHUR ROWE / 12-4-98</u>
Historic Preservation	874-8300 X8726	<u>DEB ANDREWS / 9-12-98</u>
Fire Dispatcher	874-8300 X8676	<u>LT. McDUGALL / 11-30-98</u>

Written Notice to Adjoining Owners

<u>ASBESTOS</u>	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
DEP - Environmental (Augusta)	287-2651 (Ed Antz)	<u>12-9-98</u>

U.S. EPA Region 1 - No phone call required. Just mail copy of State notification to:

Demo/Reno Clerk  
US EPA Region I (SEA)  
JFK Federal Building  
Boston, MA 02203

I have contacted all of the necessary companies/departments as indicated above.

SIGNED: David S. McDonald, Pres. DATE: 12-14-98  
D. L. M. CORP.

**Site Review Pre-Application  
Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling  
or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for Site Plan Review

**NOTE\*\*If you or the property owner owes real estate or personal property taxes or user charges on ANY PROPERTY within the City, payment arrangements must be made before permits of any kind are accepted.**

<u>A.R.I. Insurance Agency</u>	<u>11-10-98</u>
Applicant <u>19 Commercial St. P.O. Box 567 Portland, ME 04112</u>	Application Date <u>Office</u>
Applicant's Mailing Address <u>D.L.M. Corp. P.O. Box 52 Portland, ME 04112</u>	Project Name/Description <u>23-25 Middle St. Port.</u>
Consultant/Agent <u>871-1660 or fax 774-6848</u>	Address Of Proposed Site <u>Map #20 Block E Lot 23-25</u>
Applicant/Agent Daytime telephone and FAX	Assessor's Reference, Chart#, Block. Lot#
Proposed Development (Check all that apply) <input type="checkbox"/> New Building <input checked="" type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Office <input type="checkbox"/> Retail	
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Other(Specify) _____	
Total 5092 sq.ft.	
<u>Existing 4480 sq.ft. new 612</u>	<u>8.43% or 3592 sq.ft.</u>
Proposed Building Square Footage and /or # of Units	Acreeage of Site
	<u>b-2</u>
	Zoning

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) 7 sets of Site Plan packages containing the information found in the attached sample plans and checklist.

**(Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)**

I hereby certify that I am the Owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if an approval for the proposed project or use described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this approval at any reasonable hour to enforce the provisions of the codes applicable to this approval.

Signature of applicant: 	Date: 11-10-98
-------------------------------------------------------------------------------------------------------------	----------------

Site Review Fee: Major \$500.00 Minor 400.00

This application is for site review ONLY, a Building Permit application and associated fees will be required prior to construction.

November 9, 1998

D.L.M. Corp.  
P.O. BOX 52  
PORTLAND, ME. 04112

City of Portland  
Dept. of Urban Development  
Attn.: Joseph E Gray Jr.  
Alex Yeagerman  
389 Congress St.  
Portland, ME 04101

Cc.: Mike Reali, A.R.I. Insurance Agency  
Rocco Aceto

RE.: Minor site plan review for 612 sq.ft. of second means of egress for 23-25 Middle St. Portland, ME.

Dear Mr. Gray and Mr. Yeagerman:

D.L.M. Corp. has been awarded the design/build contract for A.R.I. Insurance general offices at 23-25 Middle St. Currently, the property is a vacant 4 unit apartment building which we propose turning into a single tenant office building for A.R.I. Insurance Agency. I understand that your department has required a minor site plan review in order to finalize the construction project. Please allow me a moment of your time to explain the proposed project using your Portland Code outline (pg. 1356 paragraph C).

(C). Written statement:

Owner's of Property:  
Rocco Aceto  
156 Settler Rd.  
So. Portland, ME 04106

Mike Reali  
9 hazeltine Dr.  
Cumberland, ME 04021

Wayne Infinger  
P.O. Box 26  
Fryeburg, ME 04037

Paragraph (1):

23-25 Middle St. is an existing 3 stories brick and wood structure which was formerly a four unit apartment building. Over the past 9 years the building has been vacant resulting in a dire need of rehabilitation. We propose removing 1360 sq.ft. of the distressed wood structure located in the rear of the building. Replacing it will be 612 sq.ft. second means of egress attached to the rear of the building. A complete rehab of the existing 4480 sq.ft. of the brick structure will include but not limited to the following: brick pointing, raised dormers on third floor, HVAC, windows, doors, carpet, sheetrock, painting, roofing, plumbing, electrical, site work, landscape, and handicap parking. The existing sidewalk will be improved. I suggest contacting Mark Jennings who can explain the process for this matter.

Paragraph (2):

Parking:

We propose one handicap space and ramp in the rear of the property of approximately 757 sq.ft. There will be off street parking for 15 spaces leased from The Village Cafe parking facility. There is currently 1 hrs. street parking for 4 vehicles in the front of the building.

Footprint of Lot and Building:

Area of Parking and ramp is approx. 757 sq.ft.  
Area of Bld. Footprint is approx. 1700 sq.ft.  
Total Area of Lot 23-25 is approx. 3592 sq.ft.  
Total Ground Coverage is approximately 68.40%.

Paragraph (3):

There are no existing or proposed easements to be placed on the property.

Paragraph (4):

Solid wastes generated from the project will be construction debris such as wood, plaster, and limited amount of metal. There is no hazardous waste located on site. All debris will be removed by Troiano's Waste Services and will be disposed legally.

Paragraph (5):

Public Services:

There is existing public sewer and water to the sight. The sewer is black iron and installed in 1932. The existing water is a 1" copper service installed in 1936. There is an existing gas service which was installed in 1985 and seems to be in working order. Information was obtained from Jim Panbiscio, Portland Water District and Northern Utilities.

Paragraph (6):

The existing drainage surface will not change from the existing site. There is adequate stormwater drains located on Middle Street. The property pitches approximately 5-6 degrees from the high point (located at the back of the property) to the front (Middle St.). The existing building is approximately 3-0 ft. from the property line/parking lot of the Village Cafe which is also pitched 5-6 degrees.

Paragraph (7):

There is no change to the site. Time frame for construction will begin on Nov. 15, 1998 (brick pt. and demolition only) and finish in the first week of April (paving and landscaping).

Paragraph (8):

There has been no permits issued or any requests for Federal or State approvals. Life Safety codes and building codes have already been addressed by Sam Hofsas, Lt. McDougall, and Marge Schmuckle. The codes and issues have been addressed in the building plans.

Paragraph (9):

Financing shall be a two party process. Maine Savings Bank and Dept. of Economic Development will be matching funds for the project. If you have any questions, please contact Mark Jennings.

Paragraph (10):

There is a Purchase and Sale Agreement attached to this proposal.

If there is any other questions you have, I can be reached at (207) 871-1660 or at the above address.

Thank you for your time. I look forward to talking to you.

Sincerely,



David L. McDonald  
President



D.L.M. Corp.  
P.O. BOX 52  
PORTLAND, ME. 04112

October 21, 1998

City of Portland  
Dept. of Economic Development  
Attn.: Kathleen Brown  
Mark Jennings  
389 Congress St.  
Portland, ME 04101

Cc.: Mike Reali, A.R.I. Insurance Agency

RE.: Actual cost of approximately 618 sq.ft. of brick sidewalk for 25-27 Middle St. Portland, ME.

Dear Mr. Jennings and Ms. Brown:

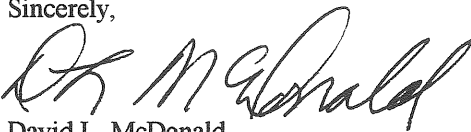
D.L.M. Corp. has been awarded the design/build contract for A.R.I. Insurance general offices at 25-27 Middle St. I understand that your department has required two items in order to finalize the construction financing.

The first item is a letter from the Portland Public Works and Parks Dept. condemning the sidewalk at 25-27 Middle St. I met with Steve Earley of P.P.W & P. Dept. on site Sept. 25. It is my understanding that this request for the letter will have to come from the planning department or your department. Mr. Earley has E-mailed Mr. Yeagerman and Ms. Brown explaining this matter. The second item is an actual price for repairing the sidewalk. The quote to repair the sidewalk is \$11,100.00. This includes: removal of existing debris and fill, replacing existing base with inch minus gravel (compacted), replacing existing granite curbing, 2" layer grade "C" bituminous overlay, one layer of brick with fine sand used as the filler.

If there is any other questions you have, I can be reached at (207) 871-1660 or at the above address.

Thank you for your time. I look forward to talking to you.

Sincerely,



David L. McDonald  
President

WASHINGTON AVE.

MONTGOMERY ST.

SMITH ST.

STREET

SHEET 21-C  
CONGRESS

EASTERN

STREET 19-A

FORE

2  
38,583'  
NORTH SCHC

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3154

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8112

29-B

CITY OF PORTLAND  
ASSESSORS PLAN  
SCALE 1" = 50'

RETRACED 10-4-65

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## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made at Portland, Maine on this 3 day of <sup>November</sup>~~October~~, 1998 by and between the IRIS DOROTHY MICUCCI, of Portland, Maine (the "Seller") and ARI REAL ESTATE HOLDINGS, LLC, a Maine limited liability company with its principal place of business in Portland, Maine (the "Buyer").

The parties mutually agree as follows:

1. Sale. Seller shall sell and convey to Buyer and Buyer shall purchase and pay for the property located on Middle Street, Portland, Maine, the legal description of which is attached hereto as Exhibit A (the "Premises"). The premises shall include the land and all improvements, rights, privileges, easements and appurtenances thereto.

2. Price. The total purchase price for the property is \$40,000.00, payable by Buyer as follows: (1) \$5,000.00 as an earnest money deposit, receipt of which is acknowledged by Seller, (2) \$35,000.00 in cash or other immediately available funds at closing.

3. Closing Date and Place. The closing date of this transaction shall be on November 16, 1998 at 10:00 a.m. at the law offices of Beagle, Pearce & Ridge, 24 City Center, Portland, Maine or at such other time and place agreed in writing by the parties.

4. Deed and Possession. Seller shall convey the Premises to Buyer by general Warranty Deed, free and clear of all liens, encumbrances, clouds and defects, except restrictions, reservations, easements, limitations and conditions of record, all other conditions that would be disclosed by an accurate survey of the premises, zoning ordinances and general and special taxes and assessments which are a lien but not yet due and payable. Between the date hereof and the closing, Seller shall allow Buyer access to the Premises and the improvements thereon to allow Buyer to repair the building and to commence renovations in accordance with the plans and

specifications previously provided by Buyer to Seller. Buyer shall indemnify, defend and hold Seller harmless of and from any and all claims relating to any such construction on the Premises prior to closing, including all mechanics' lien claims and claims for death, personal injury or bodily harm.

5. Title Contingency. Buyer shall notify Seller within 3 days of receiving notice himself, but not later than November 9, 1998, whether a title company will issue a title insurance policy. Failure to so notify Seller shall be a waiver of this title contingency. If the title company will issue such a policy, this transaction shall be consummated in accordance with the terms and provisions of this Agreement. If a title company will not issue such a policy, and if Buyer does not by November 13, 1998 waive the title defects claimed to prevent such issuance or if Seller does not immediately cure the defects, the closing of this transaction shall be postponed for a reasonable period of time, not to exceed 30 days, to permit Seller to remove the defects. If Seller is unwilling or unable to cure the defects within such 30 day cure period, this Agreement shall be null and void, all funds and documents previously provided shall be returned to the parties and no party hereto shall have any further liability or obligation to the other hereunder or for the termination of this Agreement, and Seller shall have no obligation to Buyer for improvements to the Premises made by Buyer hereafter. If Buyer waives the title defects by so notifying Seller in writing before December 13, 1998, or if Seller cures such defects as provided above, then this Agreement shall remain in full force and effect and the parties shall promptly perform the same in accordance with the provisions hereof; provided, however, that any defects waived by Buyer shall be set forth as exceptions in the deed and in the title policy.

6. Closing Costs. Buyer shall assume and pay all closing costs, transfer taxes and recording fees attributable to this transaction and shall assume and pay all outstanding real estate

taxes, or other charges due with respect to the premises as of the date of closing.

7. “As Is” Condition. Seller shall deliver possession of the Premises to Buyer at the closing in “as is” condition. Seller makes no representations whatsoever concerning the Premises except as expressly set forth in this Agreement.

8. Broker’s Commission. Each party represents to the other that it has not been represented by a broker related to this transaction. Each party agrees to indemnify, defend, and hold harmless the other party from any claim made by a broker asserting a broker’s relationship through the party.

9. Expenses of Buyer. Any costs, fees or charges incurred by Buyer in connection with the consummation of the transactions contemplated by this Agreement shall be the sole responsibility of Buyer.

10. Binding Effect/Company Authorization. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and assigns. At least five days prior to closing, Buyer will provide documentation reasonably satisfactory to Seller’s counsel evidencing Buyer’s good standing in the State of Maine.

11. Non-Waiver. No delay or failure by any party to exercise any right hereunder and no partial or single exercise of such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

12. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

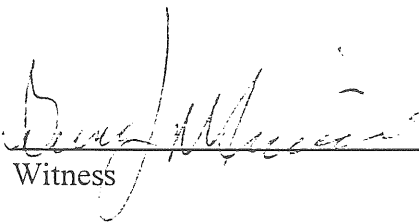
13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

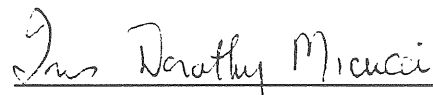
14. Time of Essence. Time is of the essence of this Agreement.

15. David Wagabaza Contract. Prior to this Agreement, Seller had signed a Purchase and Sale Agreement for the Premises with David Wagabaza (hereinafter "Wagabaza Contract"). Buyer has reached an agreement with Mr. Wagabaza to cancel the Wagabaza Contract, and, subject to the closing of this sale, Seller agrees to such cancellation. Buyer agrees to indemnify, defend and hold harmless Seller from any claim of David Wagabaza related to the Premises or the Wagabaza Contract.

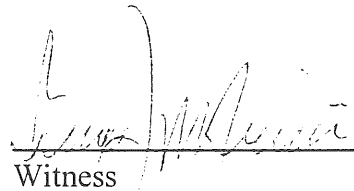
16. Entire Agreement. All prior understandings and agreements between the parties are merged in this contract, which constitutes the entire Agreement between the parties. Neither party relies on any statement or representation made by any person unless contained herein.

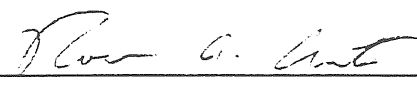
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Iris Dorothy Micucci

ARI REAL ESTATE HOLDINGS, LLC

  
\_\_\_\_\_  
Witness

BY:   
\_\_\_\_\_  
Michael S. Reali, a duly Authorized  
Member

  
\_\_\_\_\_  
A duly Authorized Member

**PUBLIC WORKS ENGINEERING**  
**MEMORANDUM**

**To:** Kandi Talbot, Planner  
**From:** Anthony Lombardo, P.E., Project Engineer  
**Date:** November 16, 1998  
**Subject:** 23-25 Middle Street.....Proposed Building Rehab...

*The following comments were generated during Public Works Engineering review of proposed building rehabilitation of 23-25 Middle Street by DLM Corporation. The plans and application were received at Public Works on 11/12/98.*

*According to the Land Use Ordinance, Chap.14-525, section (b), the applicant must submit a Site Plan which includes a "Standard Boundary Survey" prepared by a registered land surveyor, topographical information, existing utility location, etc. The boundary information submitted for review is based on the City's assessor map.*

*The applicant must include on the Site Plan all existing features and all proposed improvements. Public Works is requesting the applicant rebuild the sidewalk along the frontage of this site on Middle Street. In addition, we are requesting the resetting of granite curb where necessary, as determined by Public Works.*

### Engineer Review and Site Inspection Fee Invoice Worksheet

Address: 23-25 Middle Street...Building Rehab....DLM Corp....DATE: 11/16/98

### Engineering Review

To be filled out by Development Review Coordinator and Public Works at time of application.

Planning		Public Works	
<b># of Hours Estimated: (Private Improvements)</b>		<b># of Hours Estimated: (Public Improvements)</b>	
Field Work	_____	Field Work	_____ <u>1.0</u>
	Memos/Corresp.		Memos/Corresp.
	_____		_____ <u>2.0</u>
Review/Analysis	_____ <u>2.0</u>	Review/Analysis	_____
Meetings/phone calls	_____ <u>1.0</u>	Meetings/phone calls	_____
Total Hours _____ at _____ per hour		Total Hours <u>6.0</u> at <u>\$35</u> per hour	
Review Fee (Private): \$ _____ <u>\$210</u>		Review Fee (Public): \$ _____	
_____		_____	
Development Review Coordinator Signature		Public Works Engineer Signature	

### Site Inspection

To be filled out by DRC and Public Works at time of Performance Guarantee approval.

Planning	Public Works
____ Accept 1.7% of Private Improvements P.G.	____ Accept 1.7% of Private Improvements
P.G.	
\$ _____ (dollar amount)	\$ _____ (dollar amount)
<b># of Hours Estimated:</b>	<b># of Hours Estimated:</b>
Field Work _____ <u>8.0</u>	Field Work _____



Memos/Corresp. \_\_\_\_\_  
1.0

Memos/Corresp.

Review/Analysis \_\_\_\_\_  
\_\_\_\_\_

Review/Analysis

Meetings/phone calls \_\_\_\_\_  
1.0

Meetings/phone calls

Total Hours \_\_\_\_\_ at \_\_\_\_\_ per hour

Total Hours 10.0 at \$35 per hour

Alternate Inspection Fee (Private): \$ \_\_\_\_\_  
\$350

Alternate Inspection Fee (Public): \$

\_\_\_\_\_

Development Review Coordinator Signature

Public Works Engineer Signature

CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM

19980154

I. D. Number

A.R.I. Insurance Agency

Applicant \_\_\_\_\_

19 Commercial St. PO Box 567, Portland, ME 04112

Applicant's Mailing Address \_\_\_\_\_

David McDonald

Consultant/Agent \_\_\_\_\_

871-1660 774-8848

Applicant or Agent Daytime Telephone, Fax \_\_\_\_\_

11/12/98

Application Date \_\_\_\_\_

Middle St. 23-25

Project Name/Description \_\_\_\_\_

23- 25 Middle St

Address of Proposed Site \_\_\_\_\_

020-E-023

Assessor's Reference: Chart-Block-Lot \_\_\_\_\_

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential

Office  Retail  Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

612 3592 sq. ft. B-2

Proposed Building square Feet or # of Units Acreage of Site Zoning

**Check Review Required:**

Site Plan (major/minor)  Subdivision # of lots \_\_\_\_\_  PAD Review  14-403 Streets Review

Flood Hazard  Shoreland  HistoricPreservation  DEP Local Certification

Zoning Conditional Use (ZBA/PB)  Zoning Variance  Other \_\_\_\_\_

Fees Paid: Site Plan \$400.00 Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date: 11/12/98

**Planning Approval Status:**

Reviewer \_\_\_\_\_

Approved  Approved w/Conditions See Attached  Denied

Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached

OK to Issue Building Permit \_\_\_\_\_  
signature date

Performance Guarantee  Required\*  Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

Performance Guarantee Accepted \_\_\_\_\_  
date amount expiration date

Inspection Fee Paid \_\_\_\_\_  
date amount

Building Permit Issued \_\_\_\_\_  
date

Performance Guarantee Reduced \_\_\_\_\_  
date remaining balance signature

Temporary Certificate of Occupancy \_\_\_\_\_  
date  Conditions (See Attached)

Final Inspection \_\_\_\_\_  
date signature

Certificate Of Occupancy \_\_\_\_\_  
date

Performance Guarantee Released \_\_\_\_\_  
date signature

Defect Guarantee Submitted \_\_\_\_\_  
submitted date amount expiration date