

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 050378

PERMIT ISSUED

AUG 12 2005

This is to certify that Island Bay Services /Steven M. Isaac

has permission to Single family home 34,800 sf

AT 0 Highland Ave, PI

088 HQ1001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is placed or closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature] 8/12/05
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 05-0378	Issue Date:	CBL: 088 H001001
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Location of Construction: 0 Highland Ave P.I.	Owner Name: Island Bay Services	Owner Address: Po Box 48	Phone:
Business Name:	Contractor Name: Steven MacIsaac	Contractor Address: Box 93 Peaks Island	Phone: 2077665514
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: FRI

Past Use: Vacant Land	Proposed Use: Single family home 34,800 sf 1,500 SF	Permit Fee: \$726.00	Cost of Work: \$70,000.00	CEO District: 2
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Single family home 1,500 SF

FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied N/A	INSPECTION: Use Group: R3 Type: SB IRC-2003
Signature:	Signature:

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

dmartin	04/08/2005	Zoning Approval
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<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone Panel 15 Zone C-1</p> <p><input type="checkbox"/> Subdivision</p> <p><input checked="" type="checkbox"/> Site Plan # 2005-0074</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/></p> <p>OK with conditions Date: 7/14/05</p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Der</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Signature: _____ Date: _____</p>
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CERTIFICATION

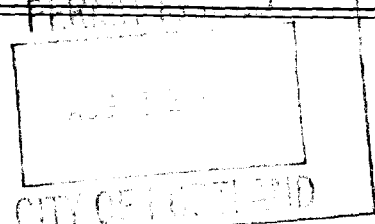
I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 05-0378	Date Applied For: 04/08/2005	CBL: 088 H001001
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Location of Construction: 0 Highland Ave	Owner Name: Island Bay Services	Owner Address: Po Box 48	Phone:
Business Name:	Contractor Name: Steven MacIsaac	Contractor Address: Box 93 Peaks Island	Phone (207) 766-5514
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single family home	Proposed Project Description: Single family home	
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Dept: Zoning Status: Approved with Conditions Reviewer: Marge Schmuckat Approval Date: 07/11/2005

4) The design load spec sheets for any engineered beam(s) must be submitted to this office.

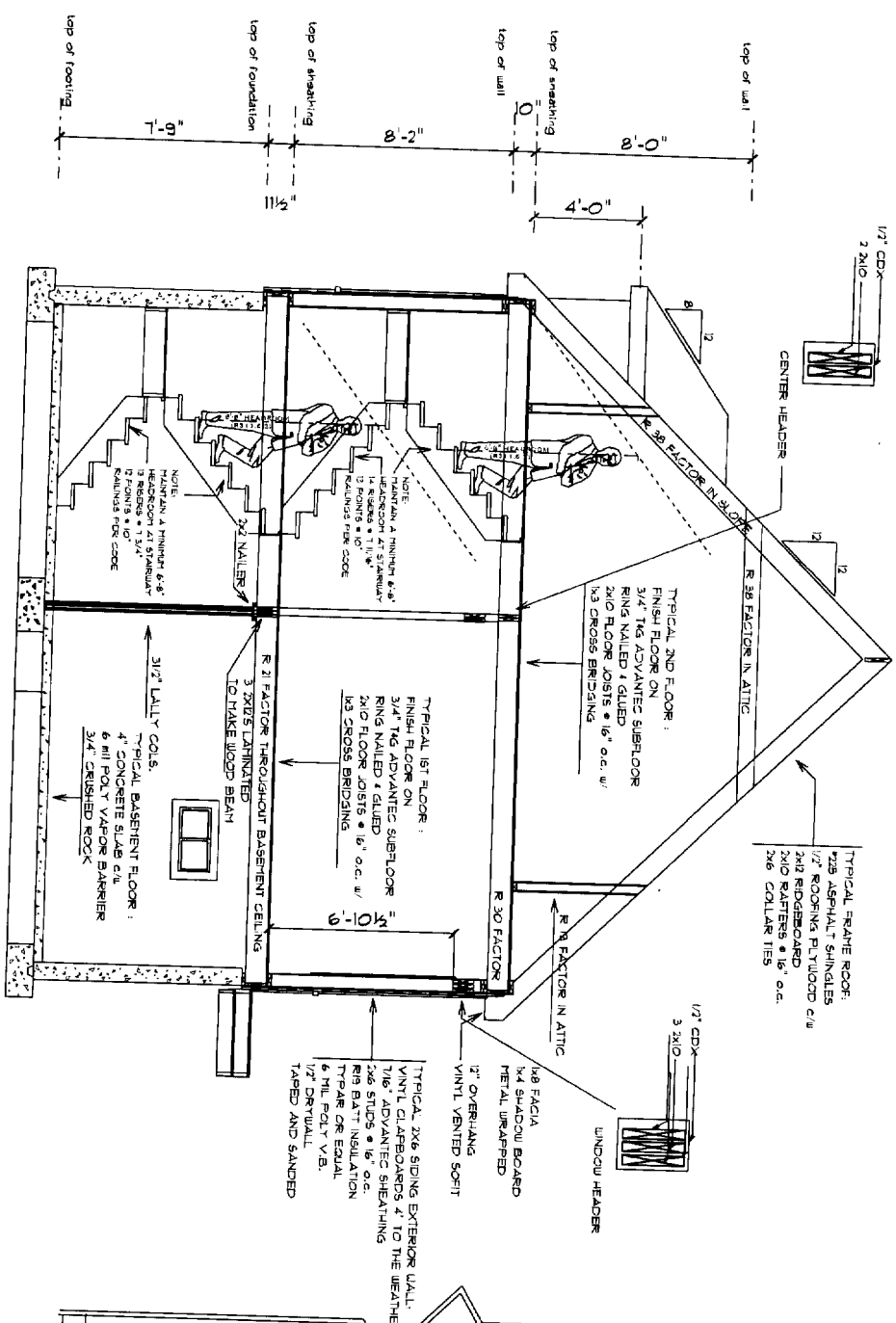
Dept: DRC Status: Approved with Conditions Reviewer: Jay Reynolds Approval Date: 05/20/2005

Note: Ok to Issue:

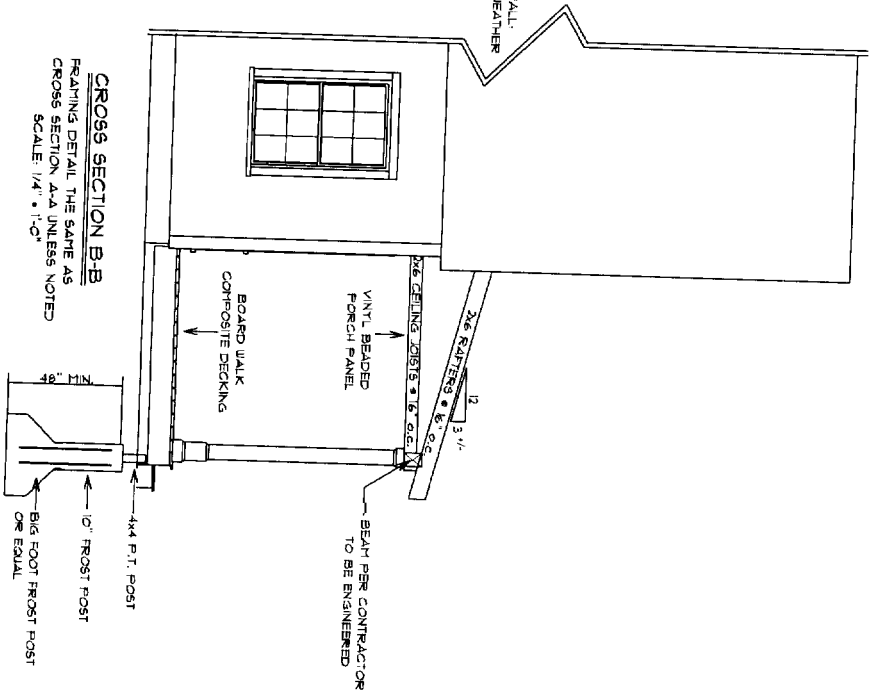
- 1) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 2) Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 3) Your new street address is now _____, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4) PROPOSED GRADING/CONTOURING SHALL NOT NEGATIVELY IMPACT THE NEIGHBORING PROPERTIES.
- 5) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

Dept: Planning Status: Not Applicable Reviewer: Jay Reynolds Approval Date: 05/20/2005

Note: Ok to Issue:



CROSS SECTION A-A
SCALE: 1/4" = 1'-0"



CROSS SECTION B-B
FRAMING DETAIL THE SAME AS
CROSS SECTION A-A UNLESS NOTED
SCALE: 1/4" = 1'-0"

From: Steven MacIsaac <Steve01945@att.net>
To: <TMM@portlandmaine.gov>
Date: Fri, Aug 12, 2005 7:41 AM
Subject: Permit No. 05-0378 - Highland/Juno Aves Peaks Island

Tammy:
As per your request attached is door and window header schedule for the above referenced permit.
My wife will come in around 10:30 to pick it up. Call me at 766-5514 if you have questions.
Thanks,
Steve MacIsaac

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building Location Inspection: Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

_____ If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

_____ CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

X Steven Mcc Ince

Signature of Applicant/Designee

2/16/05

Date

[Signature]

Signature of Inspections Official

2/14/05

Date

CBL: 288-11-1

Building Permit #: 05-0378

Need 11x17 Survey
 O Highland Ave. P.F
 88-H-1 05-0378

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)	Submitted Plan	Findings Revisions Inspection
STRUCTURAL Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	20x10" 8" wall	OK
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	ALL	OK
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	Basement windows	OK
Anchor Bolts/Straps, spacing (Section R403.1.6)	1/2" 6' O.C. 12" corners	OK
Lally Column Type (Section R407)	3 1/2 Lally	
Girder & Header Spans (Table R 502.5(2))	7 1/2" one floor	OK - 7'10 allowed. OK
Built-Up Wood Center Girder	3-2x12	OK
Dimension/Type	PT 2x6 2x10	OK
Sill/Band Joist Type & Dimensions		
First Floor Joist Species		
Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10 16" O.C	OK
Second Floor Joist Species		
Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10 16" O.C.	OK
Attic or additional Floor Joist Species		
Dimensions and Spacing (Table R802.4(1) and R802.4(2))	2x6 collar ties	OK

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8))	12:12		
Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x10 16" O.C.		
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	3/4 T&G, 7/16 HDU, 1/2 Ply	OK	OK
Fastener Schedule (Table R602.3(1) & (2))		OK	OK
Private Garage (Section R309) Living Space? (Above or beside)	N/A		
Fire separation (Section R309.2)	N/A		
Opening Protection (Section R309.1)	N/A		
Emergency Escape and Rescue Openings (Section R310)	As DH 4000		
Roof Covering (Chapter 9)	Asphalt	OK	
Safety Glazing (Section R308)	Stairwell?		
Attic Access (Section R807)	?	OK	4
Chimney Clearances/Fire Blocking (Chap. 10)	N/A	need 22x30	2
Header Schedule (Section 502.5(1) & (2))	2nd FL beam? engineered		3
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	? Roof 38 walls 19	OK	4

floor - 21
U-0.37

Type of Heating System	FHW	Oil Furnace	Direct vent
Means of Egress (Sec R311 & R312)			
Basement		Bulkhead - Egress	OK
Number of Stairways	2		
Interior			
Exterior			
Treads and Risers (Section R311.5.3)	7 1/16 x 10"	7 3/4 / 10"	OK
Width (Section R311.5.1)	38"		
Headroom (Section R311.5.2)	6'8"		
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	36" - 38"		
Smoke Detectors (Section R313) Location and type/Interconnected	per code		OK
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	N/A		
Deck Construction (Section R502.2.1)	Big foot 8'6" x 6'6" span - OK 2x10 Joist 16" o.c.		OK

triple beam = 11' span

Porch Roof? Beam

6

From: Steven MacIsaac <Stevo1945@att.net>
To: <TMM@portlandmaine.gov>, <builder@maine.rr.com>
Date: Fri, Jul 29, 2005 10:34 AM
Subject: [Fwd: PERMIT 05-0378]

Hi Tammy:

Prior to approving the above referenced permit Jeanie wanted the following information put on the building plans:

- o Window in stairwell must be designated as tempered glass
- o Indicate attic - not shown on original plan - scuttle space is 22'x 30'
- o Second floors beams must be designated as engineered beams
- o Specifications must be provided for the porch roof rafters
- o Energy Efficiency Code items:
 - o Ufactor of windows is needed
 - o RFactor of walls and ceilings is needed
 - o Show insulation of basement walls (R11) or ceilings (R21) or both

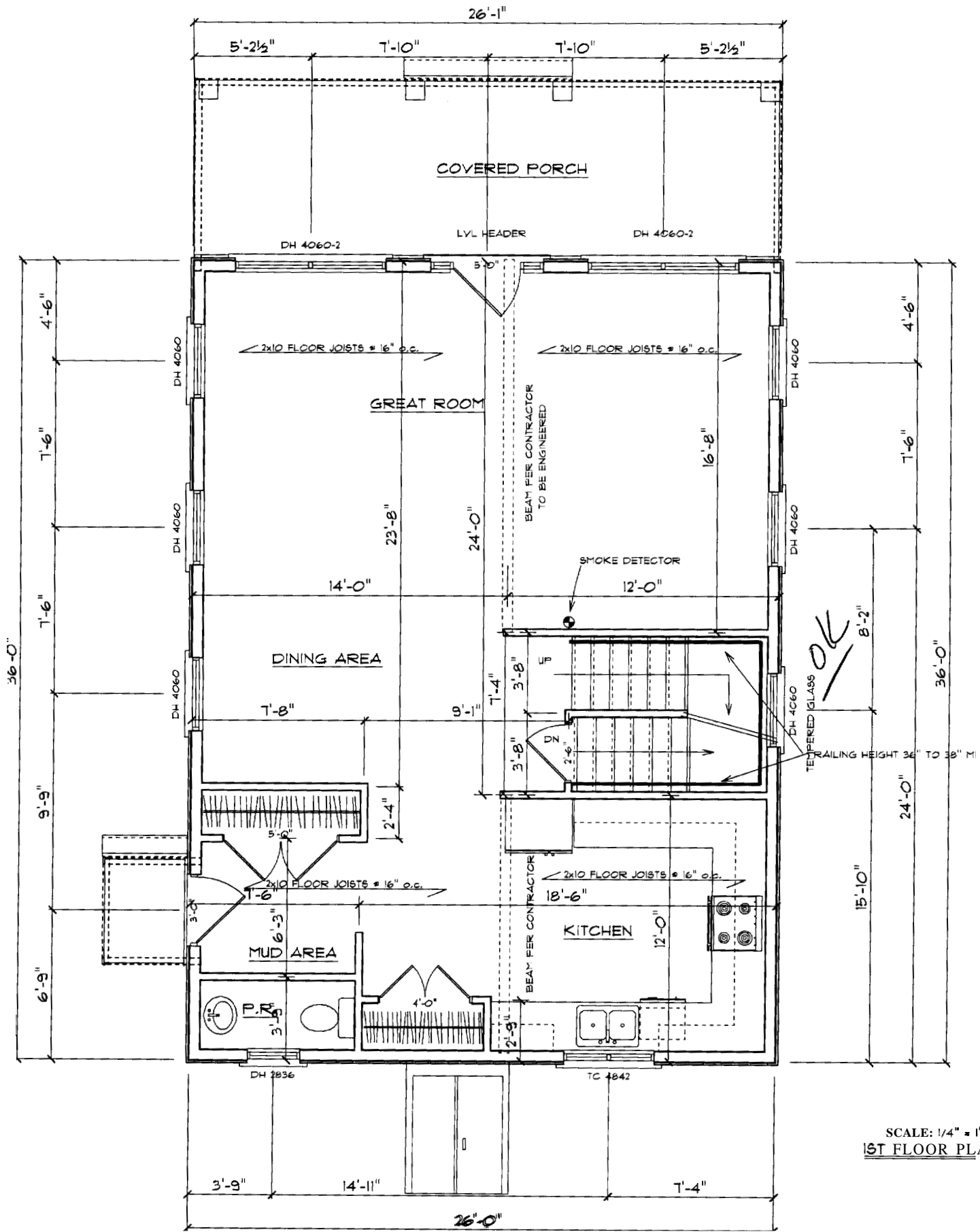
The attached (forwarded) plans incorporate all of Jeanie's requirements. Could you please review our updates and approve the permit since Jeanie is on vacation for the next three weeks.

Call me at 766-5514 if you have any questions.

Thanks,
Steve MacIsaac

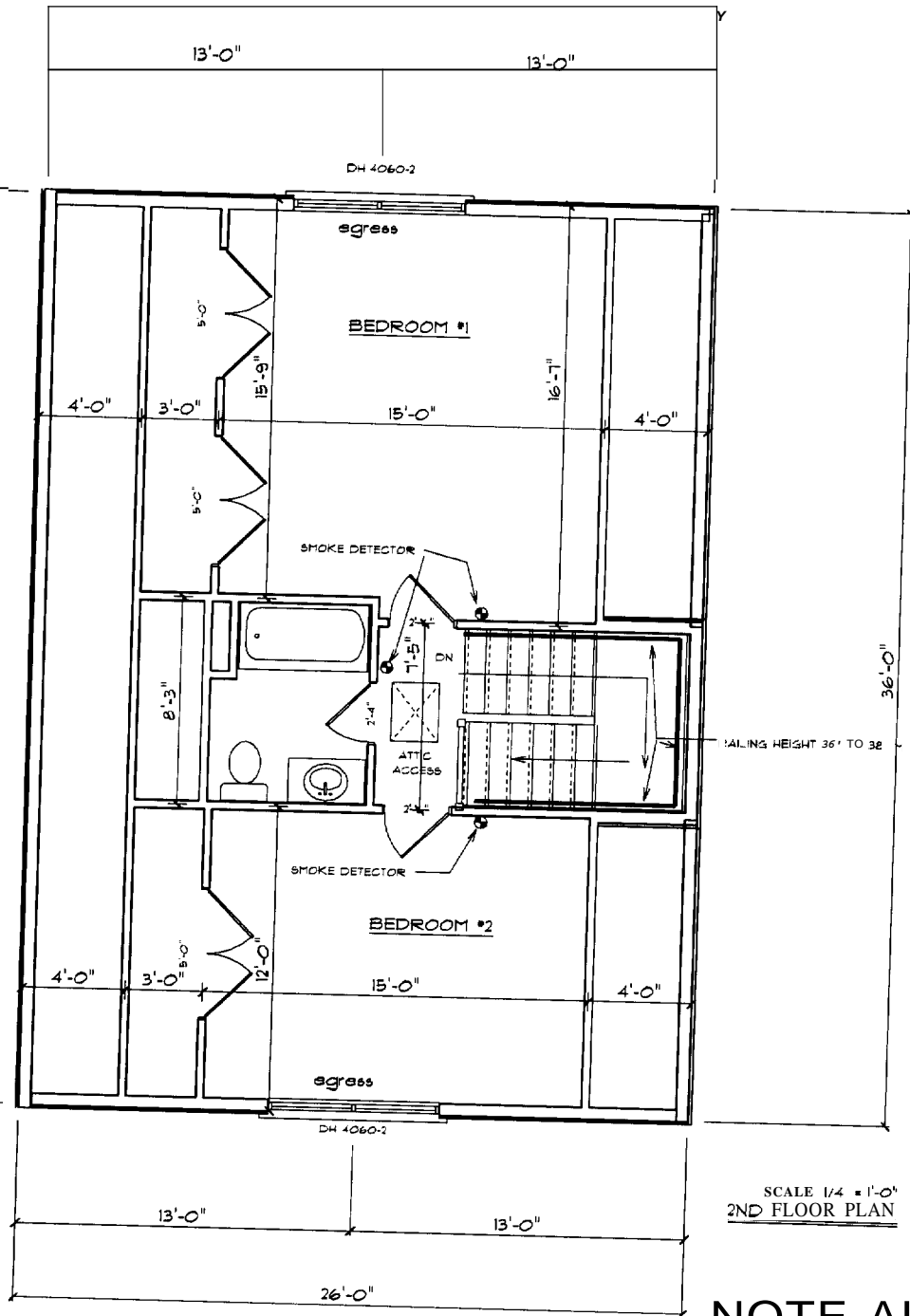
----- Original Message -----

Subject: PERMIT 05-0378
Date: Thu, 28 Jul 2005 17:00:42 -0400
From: Peter palanza <builder@maine.rr.com>
To: <JBM@PORTLANDMAINE.GOV>
CC: <STEVO1945@ATT.NET>



SCALE: 1/4" = 1'-0"
 1ST FLOOR PLAN

NOTE; ALL DF WINDOWS
 U-FACTOR IS .31



SCALE 1/4" = 1'-0"
 2ND FLOOR PLAN

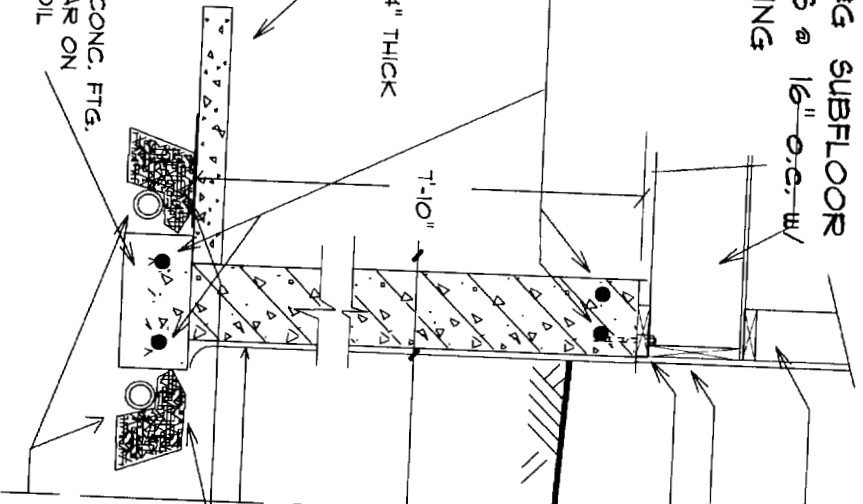
**NOTE ALL DF WINDOWS
 U-FACTOR IS .37**

TYPICAL 2x10 FLOOR SYSTEM:
 3/4" ADVANTEC T&G SUBFLOOR
 2x10 FLOOR JOISTS @ 16" O.C. W/
 1x3 CROSS BRIDGING

1/2" REBAR

PORTLAND CEMENT 3000 PSI CONCRETE FLOOR 4" THICK
 4 MIL POLY MIN 4" OVERLAP AT JOINTS
 3/4" CRUSHED ROCK UNDER CONCRETE FLOOR

20"x10" MINIMUM CONC. FTG.
 FOOTING TO BEAR ON
 UNDISTURBED SOIL



2x6 STUD

2x10 BOX SILL

2x6 P.T. SILL

1/2 ANCHOR BOLTS 12" IN FROM
 EVERY CORNER THEN SPACED 6' MIN

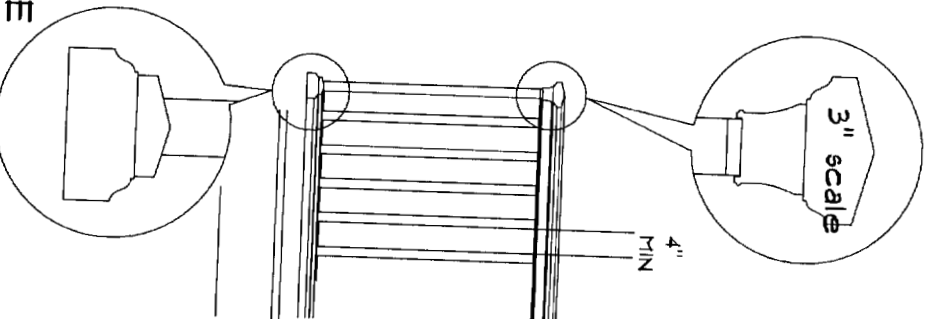
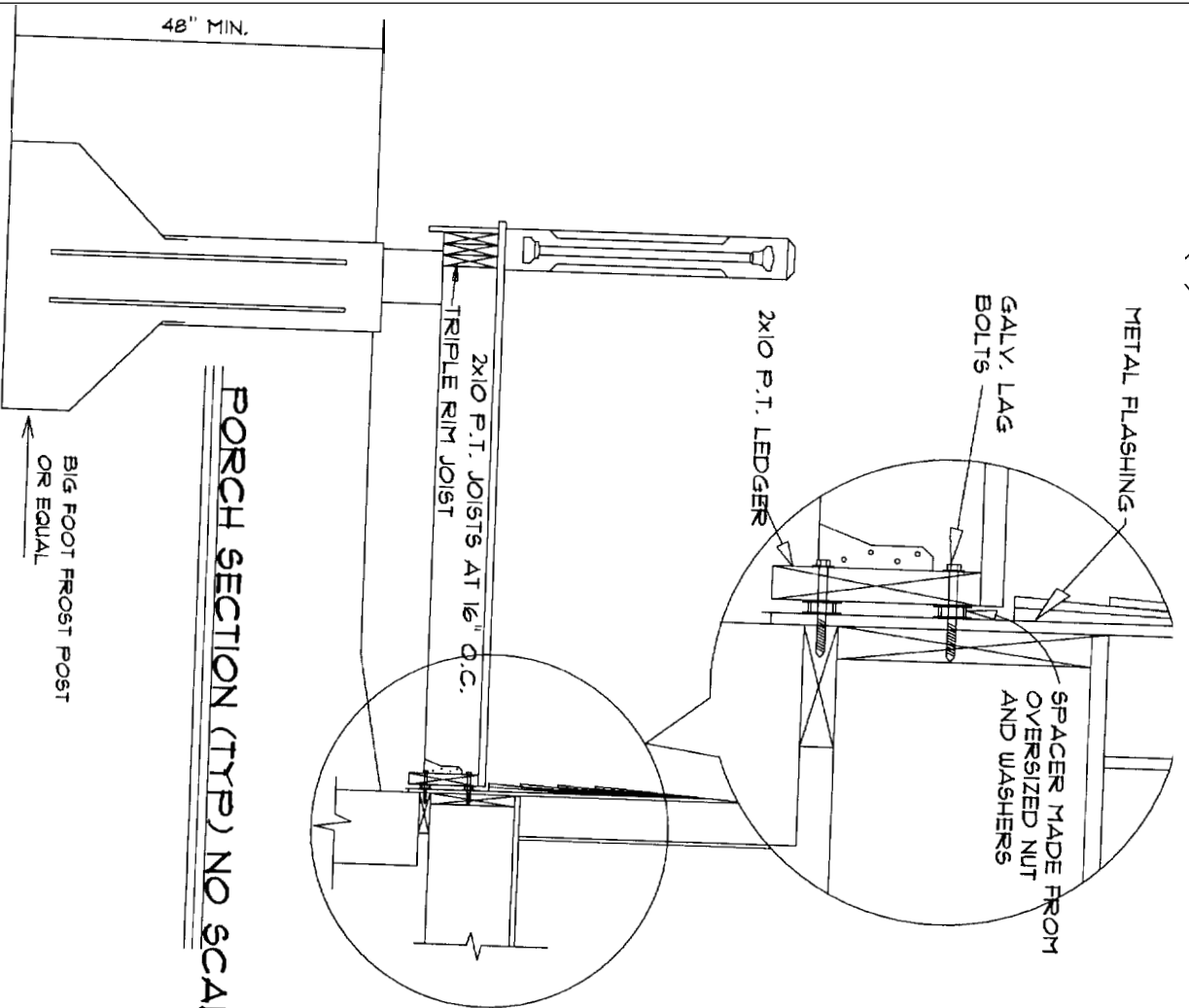
SLOPE GRADE AWAY FROM BLDG. _____ GRADE

BITUMINOUS DAMPROOFING ON
 8" CONCRETE WALL
 FORM TIES TO BE PLUGGED W/ CEMENT

FILTER PAPER

4" DIA. PERFORATED PIPE
 6" CRUSHED STONE COVER
 DRAINS TO BE INSIDE AND OUT

TYPICAL FOUNDATION WALL SECTION - MAIN HOUSE



A MINIMUM OF 4" BETWEEN BALUSTERS AT THE NARROWED POINTS

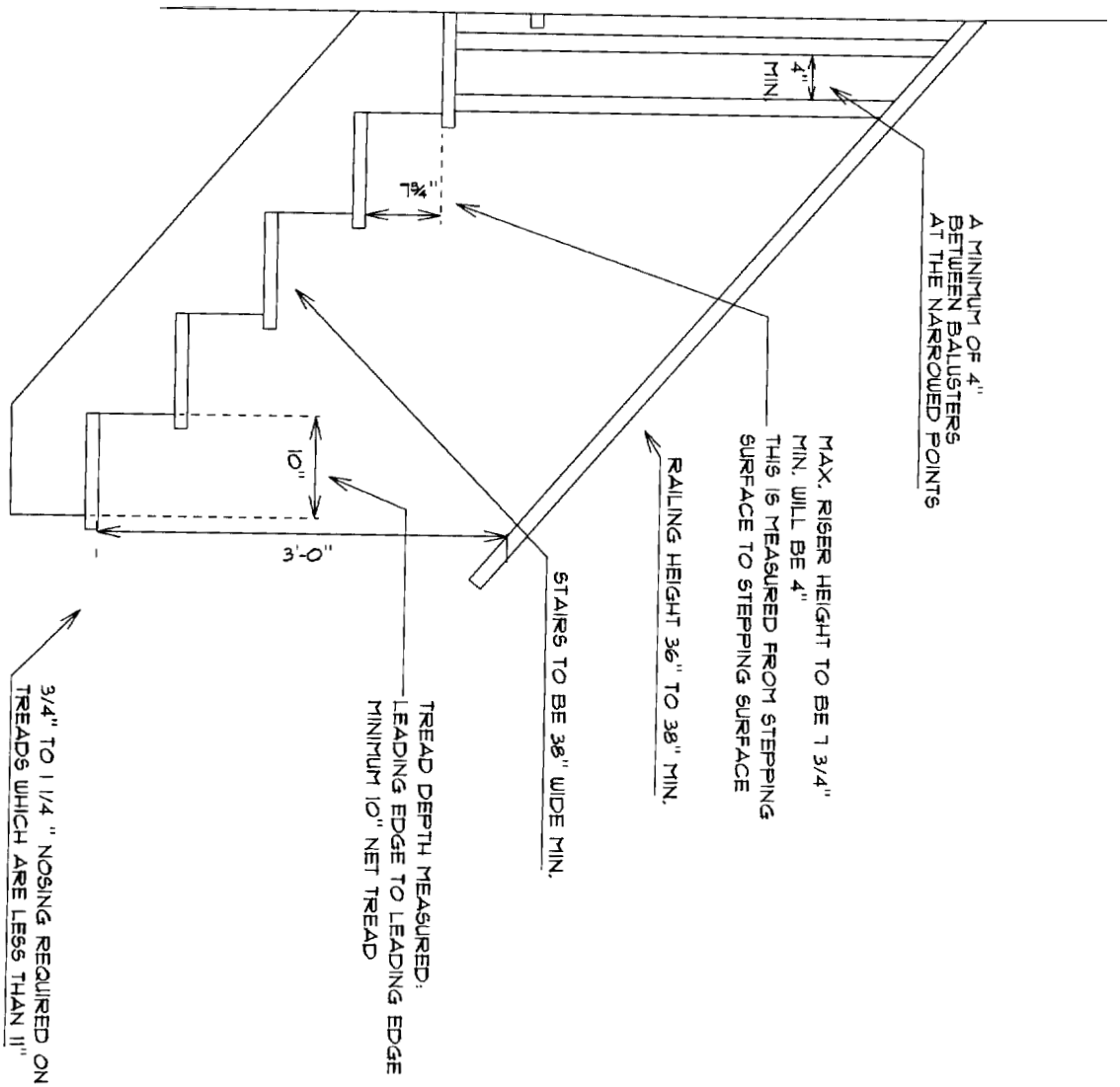
RAILING HEIGHT 42" MIN

42" MIN

PORCH SECTION (TYP) NO SCALE

BIG FOOT FROST POST OR EQUAL

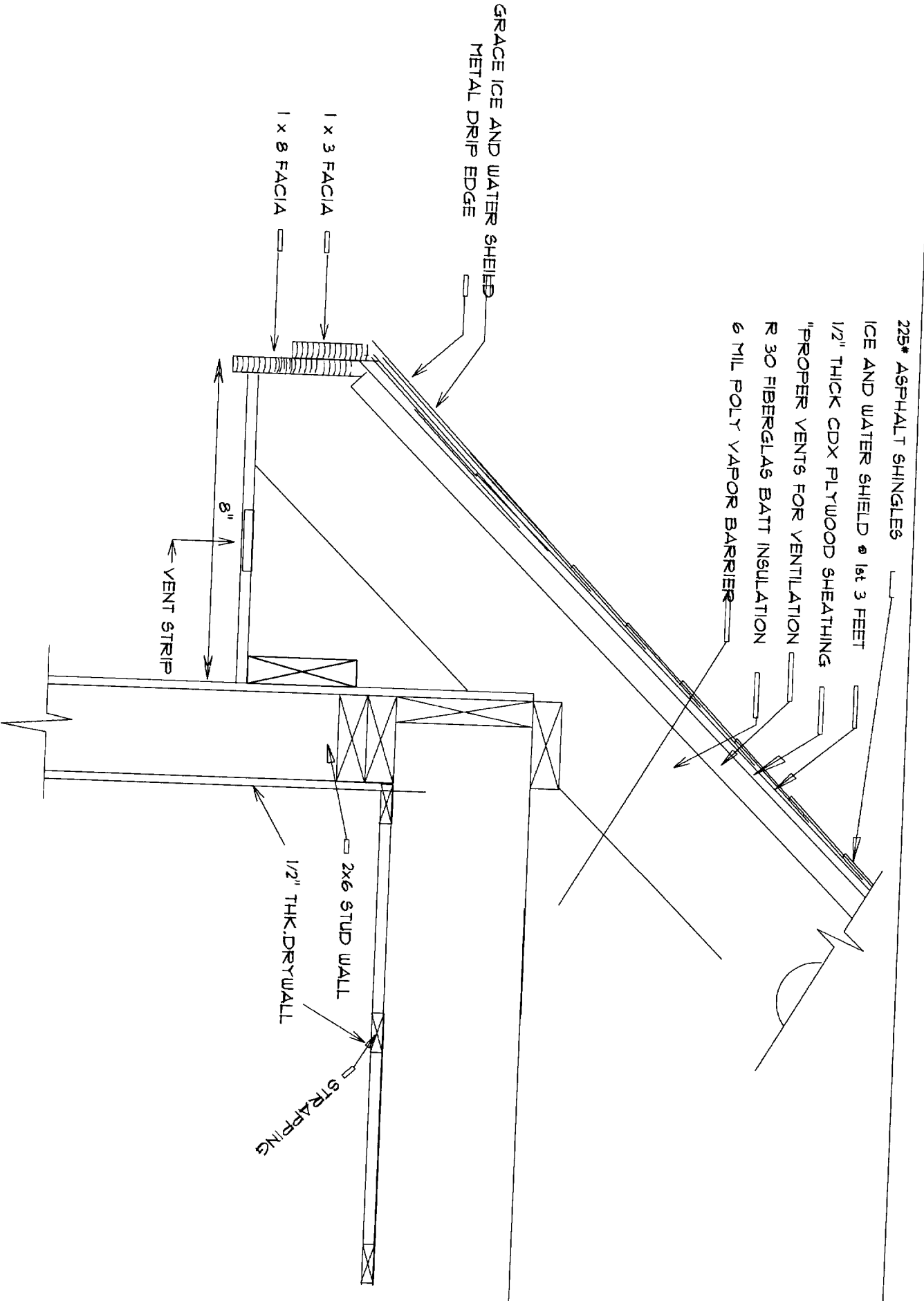
48" MIN.



PLEASE NOTE: TO ACHIEVE A MINIMUM 10" NET TREAD OF THE STRINGER MUST BE CUT TO 10"

TYPICAL STAIR DETAIL
ONE AND TWO FAMILY RESIDENCE

THESE PLANS AND SPECIFICATIONS HAVE NOT BEEN PREPARED BY A REGISTERED ARCHITECT OR ENGINEER. PETER PALANZA AND JOHNSON CONSULTING INC, ARE NOT ENGAGED IN THE PRACTICE OF ARCHITECTURE OR ENGINEERING, NOR DO THEY HOLD THEMSELVES OUT AS SUCH. THESE PLANS ARE PROVIDED AS A SERVICE, AND IN NO WAY CONSTITUTE A GUARANTEE TO THE SOUNDNESS AND SUITABILITY OF THE INFORMATION PROVIDED. ALL DIMENSIONS AND SPECIFICATIONS



TYPICAL RAFTER TRIM DETAIL

FOUNDATION REQUIREMENTS

FOUNDATION NOTES:

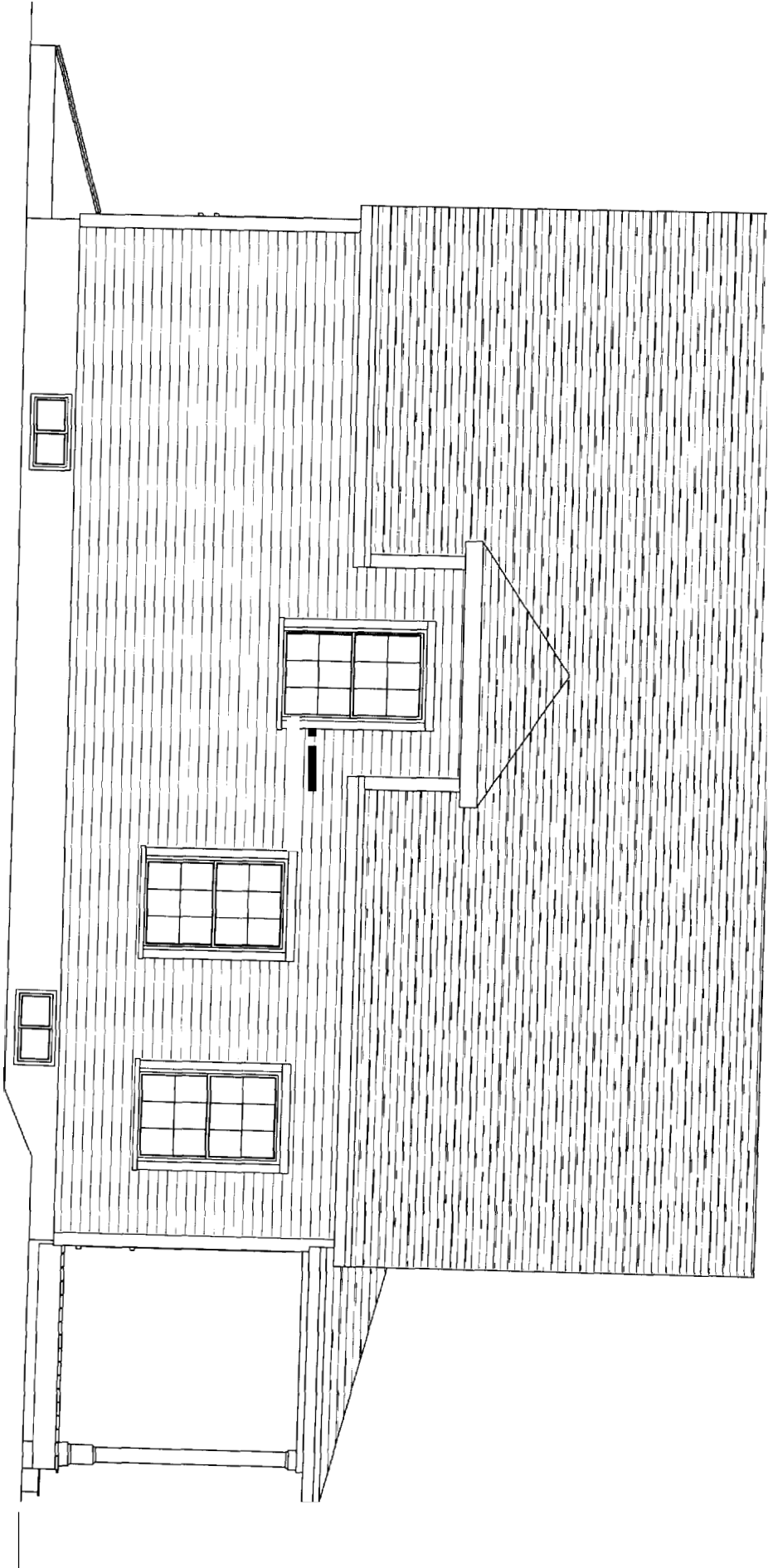
1. ALL FINISH WALL & FOOTING HEIGHTS SHALL BE DETERMINED IN THE FIELD WITH CONTRACTOR.
2. BASEMENT WINDOW LOCATIONS & AND ROUGH OPNGS. SHALL BE CHECKED & VERIFIED IN FIELD WITH CONTRACTOR. OTHERWISE IF NOT SHOWN SHALL BE DETERMINED IN FIELD BY CONTRACTOR.
3. ALL ANCHOR BOLTS SHALL BE 1/2"X1'-0" HOOKED OR EQUIVALENT. 4'-0" MAX. OC. & 1'-0" MIN. FROM ALL CORNERS.
4. ALL LALLY COLUMNS, FOOTINGS, WALLS & BEAMS SHALL BE CHECKED & ENGINEERED BY CONTRACTOR BEFORE FORMS HAVE BEEN SET.
5. ALL DAYLIGHT BASEMENT CONSIDERATIONS TO BE DETERMINED IN FIELD BY CONTRACTOR IF APPLICABLE.
6. ALL CONSIDERATIONS FOR UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
7. CONTRACTOR SHALL CHECK ALL DIMENSIONS WITH FLOOR PLAN OR ANY ADDITIONAL EQUIP. (IE. BULKHEAD ETC.) OR PRODUCT DIMENSIONS OR SPECS. ALSO MUST CHECK ALL STRUCTURAL FRAMING FOR LOAD BEARING & FOUNDATION BEFORE FORMS ARE SET.
8. CONTRACTOR SHALL ADJUST WALL AND FOOTINGS SIZES TO SOIL BEARING CAPACITIES AS REQ'D.
9. (DO NOT) BACKFILL MORE THAN 3'-0" BEFORE 1ST FLR. FRAMING. JOIST & SUBFLOOR IS COMPLETE.
10. DRAIN TILE SHALL BE PLACED ON INTERIOR AND EXTERIOR OF FOUNDATION. ALL DRAIN TILE PIPE SHALL BE WRAPPED IN FILTER FABRIC.
11. SEE BUILDING SECTIONS FOR ADDITIONAL REINFORCING REQUIREMENTS.



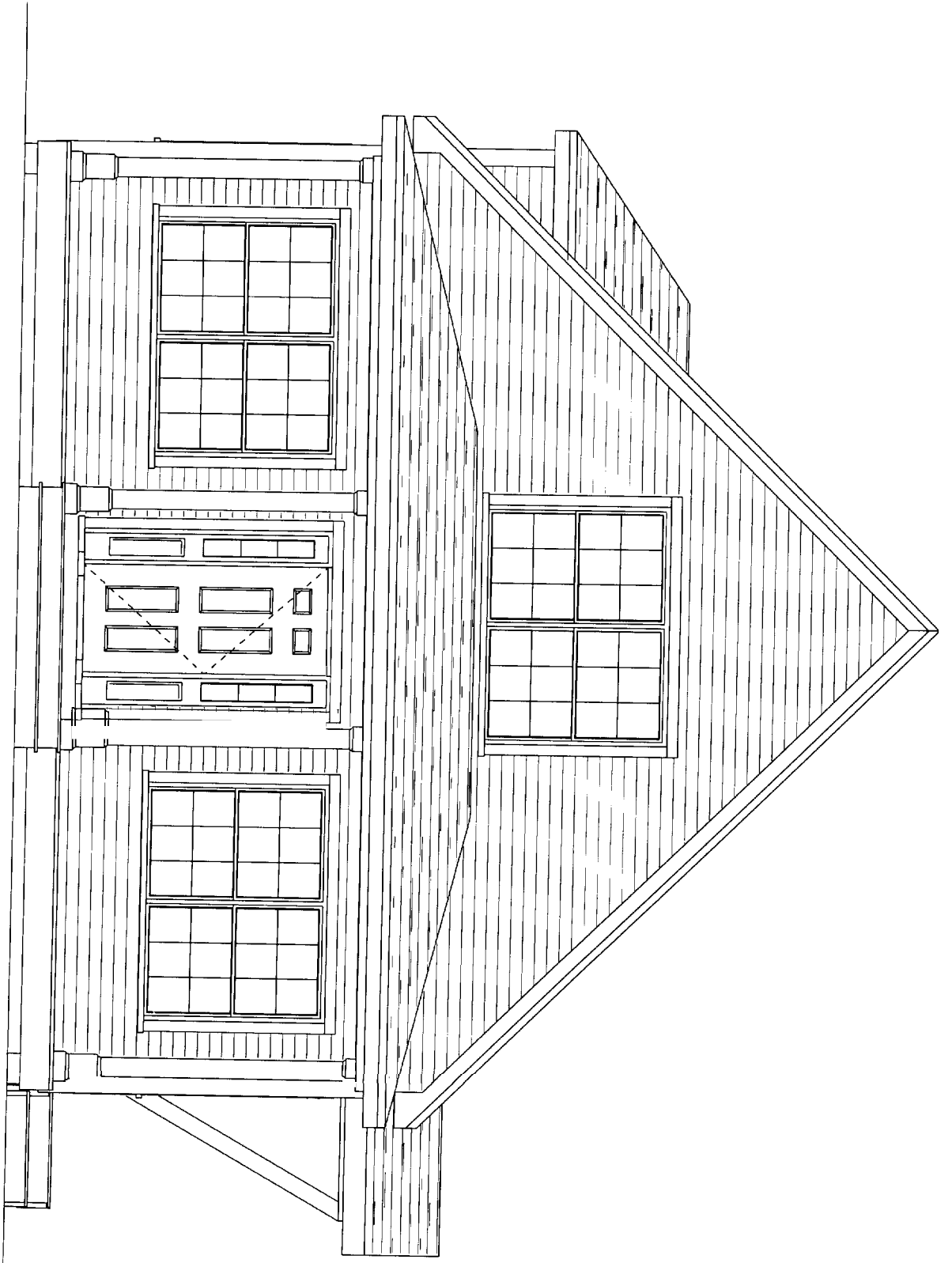
RIGHT ELEVATION



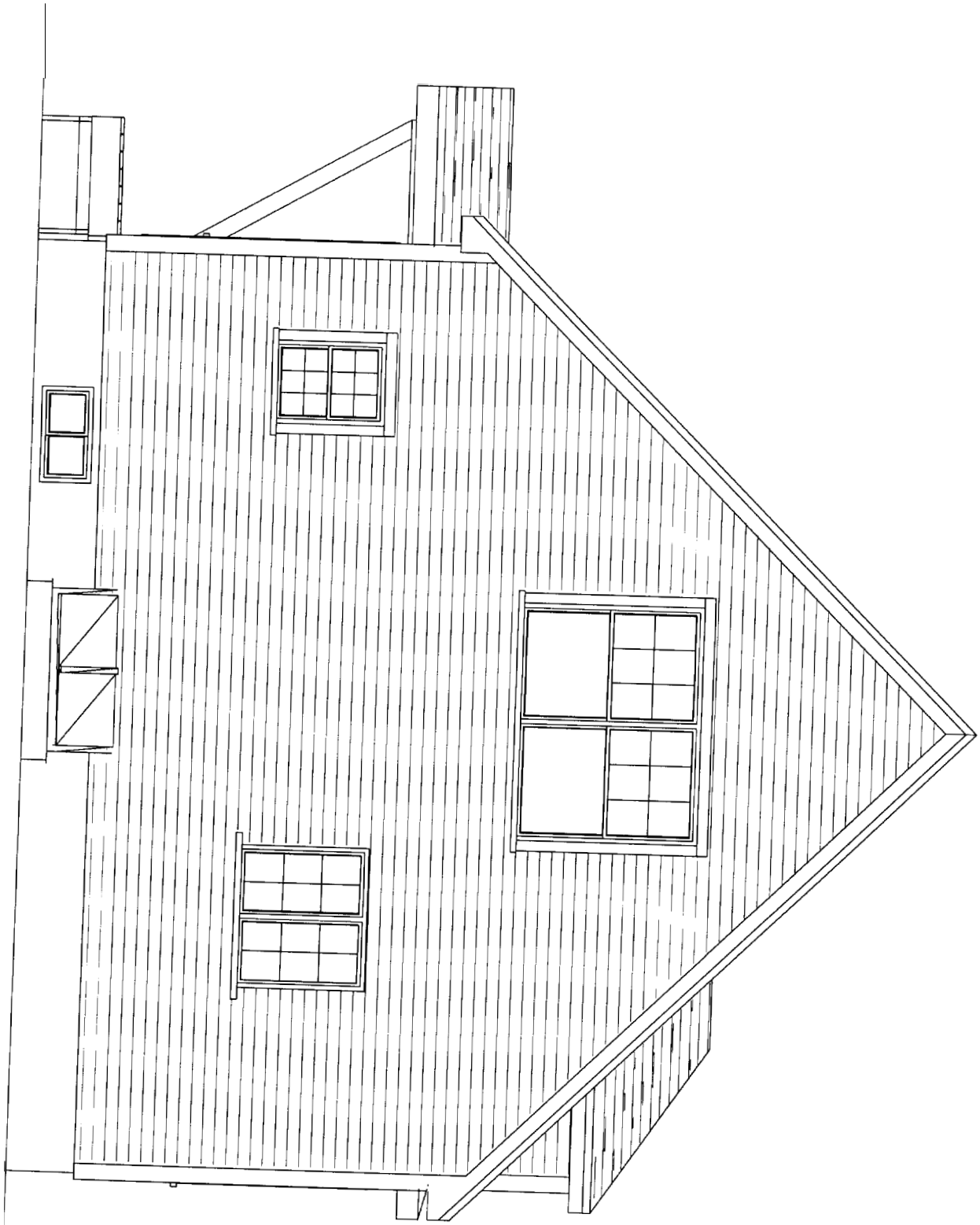
LEFT ELEVATION



FRONT ELEVATION



REAR ELEVATION





Generated by *REScheck* Package Generator

REScheck Inspection Checklist

Project Title: Highland Ave

Ceilings:

- Ceiling: , R-38.0 cavity insulation

Comments: _____

Above-Grade Walls:

- Wall: , R-19.0 cavity insulation

Comments: _____

Windows:

- Window: , U-factor: 0.370

For windows without labeled U-factors, describe features:

#Panels _____ Frame Type _____ Thermal Break? _____ Yes _____ No

Comments: _____

Doors:

- Door: , U-factor: 0.350

Comments: Front door exempt

Floors:

- Floor: , R-21.0 cavity insulation

Comments: _____

Heating and Cooling Equipment:

- Other Boiler: : 85 AFUE or higher

Make and Model Number: _____

Air Leakage:

- Joints, penetrations, and all other such openings in the building envelope that are sources of air leakage must be sealed.
 Recessed lights must be 1) Type IC rated, or 2) installed inside an appropriate air-tight assembly with a 0.5" clearance from combustible materials. If non-IC rated, the fixture must be installed with a 3" clearance from insulation.

Skylights:

- Minimum insulation requirement for skylight shafts equal to or greater than 12 inches is R-19

Vapor Retarder:

- Required on the warm-in-winter side of all non-vented framed ceilings, walls, and floors.

Materials Identification:

- Materials and equipment must be installed in accordance with the manufacturer's installation instructions.
 Materials and equipment must be identified so that compliance can be determined.
 Manufacturer manuals for all installed heating and cooling equipment and service water heating equipment must be provided.
 Insulation R-values, glazing U-factors, and heating equipment efficiency must be clearly marked on the building plans or specifications.

Duct Insulation:

- Supply ducts in unconditioned attics or outside the building must be insulated to R-8.

- Return ducts in unconditioned attics or outside the building must be insulated to R-4.
- Supply ducts in unconditioned spaces must be insulated to R-8.
- Return ducts in unconditioned spaces (except basements) must be insulated to R-2.
- Where exterior walls are used as plenums, the wall must be insulated to R-8.
- Insulation is not required on return ducts in basements.

Duct Construction:

- Duct connections to flanges of air distribution system equipment must be sealed and mechanically fastened.
- All joints, seams, and connections must be securely fastened with welds, gaskets, mastics (adhesives), mastic-plus-embedded-fabric, or tapes. Tapes and mastics must be rated UL 181A or UL 181B.
Exception: Continuously welded and locking-type longitudinal joints and seams on ducts operating at less than 2 in. w.g. (500 Pa).
- The HVAC system must provide a means for balancing air and water systems.

Temperature Controls:

- Thermostats are required for each separate HVAC system. A manual or automatic means to partially restrict or shut off the heating and/or cooling input to each zone or floor shall be provided.

Service Water Heating:

- Water heaters with vertical pipe risers must have a heat trap on both the inlet and outlet unless the water heater has an integral heat trap or is part of a circulating system.
- Insulate circulating hot water pipes to the levels in Table 1.

Circulating Hot Water Systems:

- Insulate circulating hot water pipes to the levels in Table 1.

Swimming Pools:

- All heated swimming pools must have an on/off heater switch and require a cover unless over 20% of the heating energy is from non-depletable sources. Pool pumps require a time clock.

Heating and Cooling Piping Insulation:

- HVAC piping conveying fluids above 105°F or chilled fluids below 55°F must be insulated to the levels in Table 2.

Table 1: Minimum Insulation Thickness for Circulating Hot Water Pipes

Heated Water Temperature (°F)	Insulation Thickness in Inches by Pipe Sizes			
	Non-Circulating Runouts		Circulating Mains and Runouts	
	up to 1"	Up to 1.25"	1.5" to 2.0"	Over 2"
170-180	0.5	1.0	1.5	2.0
140-169	0.5	0.5	1.0	1.5
100-139	0.5	0.5	0.5	1.0

Table 2: Minimum Insulation Thickness for HVAC Pipes. Hot Water Pipes

Piping System Types	Fluid Temp. Range(°F)	Insulation Thickness in Inches by Pipe Sizes			
		2 Runouts	1" and Less	1.25" to 2.0	2.5 to 4"
Heating Systems					
Low Pressure/Temperature	201-250	1.0	1.5	1.5	2.0
Low Temperature	106-200	0.5	1.0	1.0	1.5
Steam Condensate (for feed water)	Any	1.0	1.0	1.5	2.0
Cooling Systems					
Chilled Water, Refrigerant and Brine	40-55	0.5	0.5	0.75	1.0
	Below 40	1.0	1.0	1.5	1.5

NOTES TO FIELD: (Building Department Use Only)

All Purpose Building Permit Application

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.

Location/Address of Construction: <u>JUNO AVE, PEAKS ISLAND (Highland Ave)</u>		
Total Square Footage of Proposed Structure IS 605F WITH 936SF BASEMENT	Square Footage of Lot 34,800 SF	
Chart# <u>88</u> Block# <u>H</u> <u>1,4.5</u>	JOHNSON/Island BOX 49 B&S SERVICES PEAKS ISLAND ME 04108	Telephone: <u>766-3375</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>STEVEN MAC ISAAC</u> <u>766- BOX 93</u> <u>5514 PEAKS ISLAND</u>	cost Of Work: \$ <u>70,000</u> Fee: \$ <u>671.00</u>
Current use: <u>VACANT LAND</u>		
If the location is currently vacant, what was prior use: <u>VACANT LAND</u>		
Approximately how long has it been vacant: <u>FOREVER</u>		
Proposed use: <u>RESIDENTIAL SINGLE FAMILY HOME</u> Project description:		
Contractor's name, address & telephone: <u>STEVEN MAC ISAAC, BOX 93 PEAKS ISLAND ME 04108</u>		
Who should we contact when the permit is ready: <u>STEVEN MAC ISAAC</u>		
Mailing address: <u>712-6994</u> <u>766-5514</u> <i>Try this # first</i>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>712-6994</u>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work 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 a permit for work 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 permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: Steven G. Mac Isaac | Date: April 8, 2005

This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

Outdoor swimming pools accessory to dwellings, apartment houses, hotels or motels shall be permitted on lots, provided the following conditions are met:

(a) No swimming pool shall be sited in the front yard.

(b) No part of any swimming pool shall be located closer than ten (10) feet from the principal structure, nor closer than ten (10) feet from the side or rear lot lines.

(Code 1968, § 602.19.K; Ord. No. 271-77, 5-16-77; Ord. No. 90-88, 7-19-88)

***Editor's note--**Ord. No. 90-88, adopted July 19, 1988, amended § 14-432 to read as herein set out. See also the-editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 90-88.

Sec. 14-433. Lots of record and accessory Structure setbacks for existing buildings.

Any lot of record as of June 5, 1957, and held under separate and distinct ownership from adjacent lots and having a street frontage of forty (40) feet, or to which a means of access has been previously approved by the city council as provided elsewhere in this article, may be considered a buildable lot in any residential zone except as provided below for island residential zones, with a minimum lot size of five thousand (5,000) square feet, except that a lot in the R-6 zone may have a minimum lot size of three thousand (3,000) square feet, provided that the applicable yard dimensions can be met.

A lot in the R-1, R-2, R-3, R-4, R-5, R-5A or R-6 zones that was described in a subdivision plat approved by the Planning Board after June 5, 1981, or a lot of record that conformed to the applicable lot size requirement, lot width and street frontage as of June 5, 1984, shall be considered a buildable lot, provided that the applicable yard dimensions can be met.

Where such a lot has a principal structure which existed as of July 19, 1988, an accessory structure or building addition may be located within the following side and rear yards, provided that the normal applicable yard requirements cannot be met provided, however, that less restrictive zoning requirements which meet the requirements contained within 14-139(2) for residential small lot

see next page

development shall apply:

a. R-1, R-2:

Rear yard: Ten (10) feet.

Side yard: Five (5) feet.

b. R-3, R-4, R-5, R-5A, R-6:

Rear yard: Five (5) feet.

Side yard: Five (5) feet.

Any detached or accessory structure in the R-4 or R-6 zones, with a ground coverage exceeding two hundred fifty (250) square feet and which was in existence on January 1, 1940, may be converted to dwelling uses without meeting front, side or rear yard setbacks, provided there is no enlargement of any nonconforming portion of the existing building footprint and provided the conversion will conform to the minimum area per dwelling unit.

Either { Any lot of record as of July 15, 1985, and held under separate and distinct ownership from adjacent lots and meeting the applicable street frontage requirements of that time may be considered a buildable lot in the IR-1 and IR-2 zones, provided that the applicable yard dimensions can be met and provided further that a lot in the IR-1 zone shall have a minimum area of ten thousand (10,000) square feet and a lot of the IR-2 zone shall have a minimum area of six thousand five hundred (6,500) square feet unless it is served by both public sewer and public water, in which case it shall have a minimum area of five thousand (5,000) square feet.

or { A lot in the IR-1, IR-2 and I-B zones that was described in a subdivision plat approved by the Planning Board after July 15, 1982, shall be considered a buildable lot, provided that the applicable yard dimensions can be met.
(Code 1968, § 602.19.L; Ord. No. 539-84, 5-7-84; Ord. No. 32-85, § 1, 7-15-85; Ord. No. 91-88, 7-19-88; Ord. No. 310-89, 1-30-89; Ord. No. 166-89, 12-11-89)

*Editor's note--Ord. No. 91-88, adopted July 19, 1988, amended § 14-433 to read as herein set out. See also the editor's note to Art. III of this chapter

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

Zoning Copy

2005-0074

Application I. D. Number

4/8/2005

Application Date

Island Bay Services

Applicant

Po Box 48, Peaks Island, ME 04108

Applicant's Mailing Address

Steve Maclsaac

Consultant/Agent

Agent Ph: **(207)766-5514**

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Marge Schmuckal

Highland Ave, Portland, Maine

Address of Proposed Site

088 H001001

Assessor's Reference: Chart-Block-Lot

Johnson House

Project Name/Description

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

1560

34800

Proposed Building square Feet or # of Units

Acreeage of Site

Zoning

Check Review Required:

- | | | | |
|----------------------------------------------------------------|---------------------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> Site Plan
(major/minor) | <input type="checkbox"/> Subdivision
of lots _____ | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
| <input type="checkbox"/> Flood Hazard | <input checked="" type="checkbox"/> Shoreland | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional
Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Other _____ | |

Fees Paid: Site Pla **\$50.00** Subdivision _____ Engineer Review **\$250.00** Date **4/8/2005**

Zoning Approval Status:

Reviewer _____

- Approved Approved **w/Conditions**
See Attached Denied

Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets
Attached

Condition Compliance _____
signature date

Performance Guarantee Required Not Required

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

- | | | | |
|-------------------------------------------------------------|----------------|----------------------------------------------------|-----------------|
| <input type="checkbox"/> Performance Guarantee Accepted | _____ | _____ | _____ |
| | date | amount | expiration date |
| <input type="checkbox"/> Inspection Fee Paid | _____ | _____ | |
| | date | 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 | _____ | <input type="checkbox"/> Conditions (See Attached) | _____ |
| | date | | expiration date |
| <input type="checkbox"/> Final Inspection | _____ | _____ | |
| | date | signature | |
| 3 Certificate Of Occupancy | _____ | | |
| | date | | |
| 3 Performance Guarantee Released | _____ | _____ | |
| | date | signature | |
| <input type="checkbox"/> Defect Guarantee Submitted | _____ | _____ | _____ |
| | submitted date | amount | expiration date |
| <input type="checkbox"/> Defect Guarantee Released | _____ | _____ | |
| | date | signature | |

Applicant: Steven MACISAAC

Date: 4/26/05

Address: Highland AVE, PI

C-B-L: 088-N-001-4-15

~~front faces~~ front faces Highland Now
CHECK-LIST AGAINST ZONING ORDINANCE

#05-0378

Date - Newly Dev.

Zone Location - IR-1

Interior or corner lot -

26x36

Proposed Use/Work - to construct new single family Dwelling

Sewage Disposal - Private Sewer

Lot Street Frontage - 100' Req - 200'+ Show

Front Yard - 30' Req

Rear Yard - 30' Req

Side Yard - 20' Req

→ Projections - shown on construction plans
Not shown on site plans

Width of Lot - 100'

→ Height - NO tree & post
grades given

→ Lot Area - 60,000 sq ft
23,790^{sq} ft - 88-H-5
9,325 - 88-H-14.4
33,115^{sq} ft → shown

Lot Coverage/Impervious Surface - 20%
6650.4^{sq} ft MAX

Area per Family -

Off-street Parking - 2 required - none being shown
2 being shown in side yard

Loading Bays - N/A

Site Plan - minor/minor
2005-0074

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 15 - Zone C

26x36 = 936^{sq} ft
4x6 = 24^{sq} ft
4x5 = 20^{sq} ft
8'x26 = 208^{sq} ft
1188^{sq} ft

May 19,2005

Ms. Marge Schmuckel
Zoning Administrator
Portland City Hall
Room 315
389 Congress St.
Portland, ME 04101

RE: Juno Avenue/Highland Avenue
88-H-1,4 & 5
Zone Application #05-0378

Dear Ms. Schmuckel:

Per your April 26,2005 letter on the above referenced single family home building permit application I am providing the following requested materials:

1. Ownership records to show that all three (3) 88-H lots have been held under separate **and** distinct ownership since 1985
2. A scalable boundary/site plan that matches the building plan showing all projections from the main structure
3. A site plan that shows pre and **post** development grades
4. A site plan that shows two 9' x19' parking spaces, two new street trees and slit fences

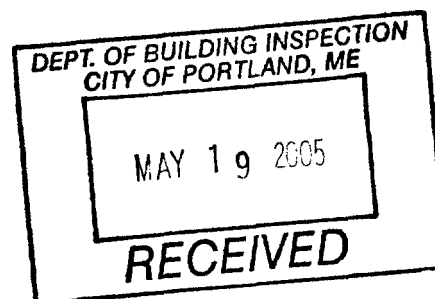
Please let me know **if** the above information serves your needs and if you have additional requirements. A telephone call to 766-5514 or an email to stevol945@att.net prior to a final letter would be appreciated.

Bes) Regards,



Steve MacIsaac

PS ~~Actual~~ lot size is 33,252 sq ft - size determined by surveyor,



Ownership Record of Lots 88-H- Peaks Island, Maine
(see enlarged tax map on next page)

Lot 88-H2 Highland Ave. Peaks Island, Maine
Book 1324/Page 186 McDonald to Joseph H. Busby July 8, 1929

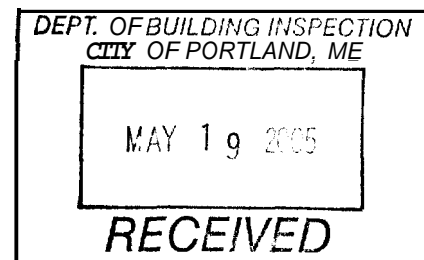
Lot 88-H-3 Highland Ave. Peaks Island, Maine
Book 14256/Page 160 Deed of Distribution Oct. 29, 1998
Geraldine Sullivan to Francis Herbert
Book 4240/Page 293 Purslow to Sullivan June 12, 1978
Book 2260/Page 47 Russell to Purslow Oct. 20, 1955

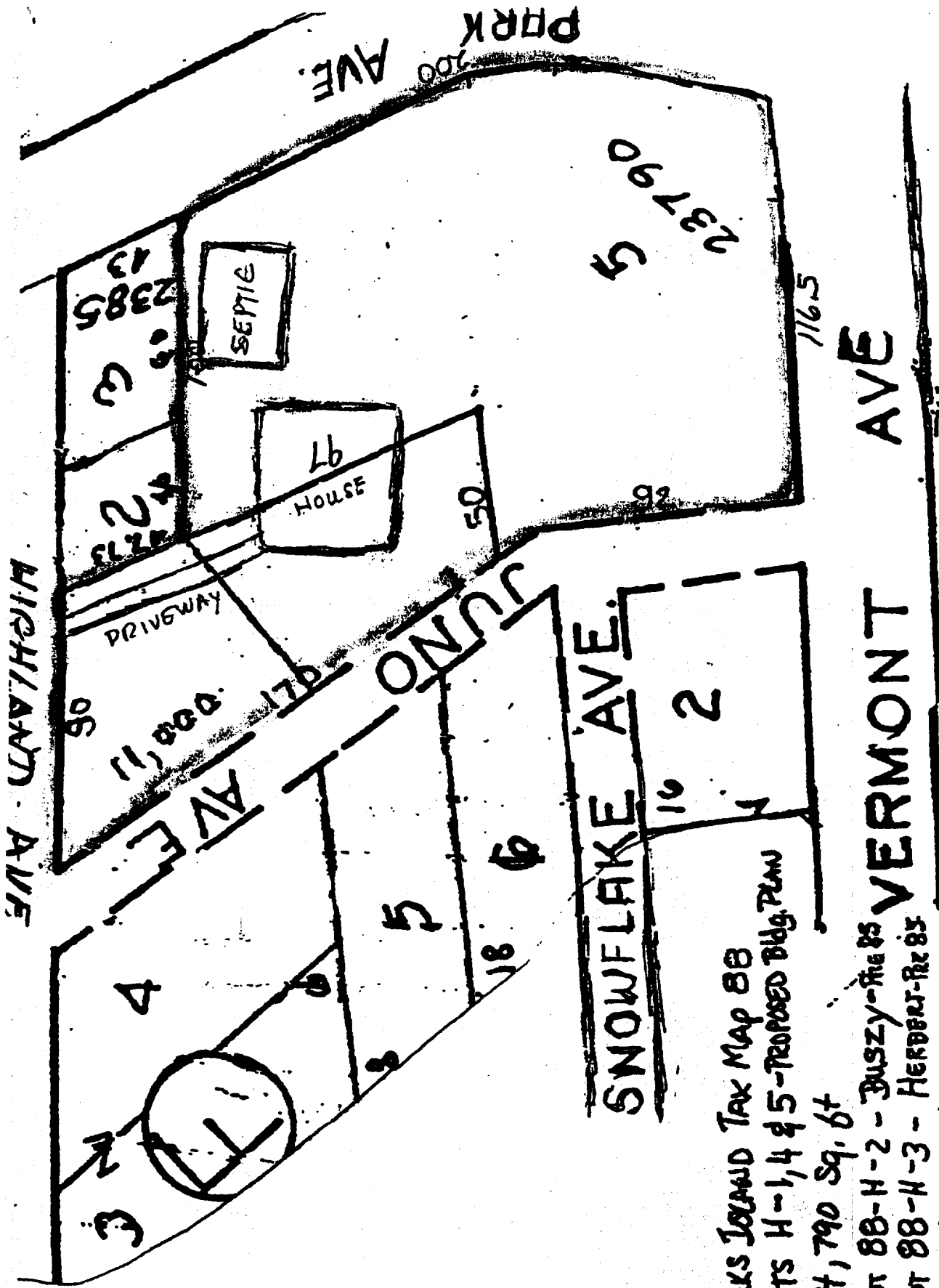
*Lot 88-H- 1&4 Highland Ave. Peaks Island, Maine
Book 21190/Page 86 MacIsaac to T. Covington Johnson/Island Bay Services 7/9/92

*Lot 88-H-5
Book 10319/Page 70 MacIsaac to T. Covington & Laurie Johnson 9/30/92

*Both parcels were conveyed in accordance with the attached Purchas and Sale Agreement dated July 9, 1992.

Lot 88-H-1,4 & 5
Book 7472/Page 133 Jackson & Casey, Inc. to MacIsaac 9/30/85





PEAKS ISLAND TAX MAP 88
 LOTS H-1, 4 & 5 - PROPOSED Bldg. PLAN
 34,790 Sq. ft
 LOT 88-H-2 - BUSZY - Rtg 88
 LOT 88-H-3 - HERBERT - Rtg 88
 LOTS 88-H-1, 4 & 5 - CASEY P&S
 " " - MACISAAC 85-92
 " " - ISLAND BAY SERVICES - 92 - PRESENT

Agreement of Sale - Agreement of Work

This contract is between Island Bay Services, Inc. (hereinafter Contractor) and Steven and Kimberly MacIsaac (hereinafter Seller), and is dated this 9th day of July, 1992.

Whereas, Contractor wishes to purchase a parcel of land from Seller known as Lots 88-H-1, 4, & 5 on the City of Portland Tax Maps; and

Whereas, said land is agreed by both parties to be valued at \$20,000.00 as of the date of this contract, as is; and

Whereas, Seller agrees to sell such land to Contractor under the terms and arrangements set forth herein; and

Whereas, Seller desires to have Contractor perform certain services to Seller to benefit other properties of Seller, said work to be utilized as credit towards purchase of the above Lots 88-H-1, 4, & 5; and

Whereas, it is the desire of the parties to set out the obligations, valuations, timeframes and work service specifications of the matters and parties of this agreement,

It is agreed as follows:

SELLER'S OBLIGATIONS

1. Seller agrees to execute a ~~Warranty~~ Deed to Island Bay Services, Inc. for Lots 88-H-1, 4, & 5 following the signing of this Agreement, together with a Transfer Tax Declaration Form as required by the State of Maine. Said executed deed shall be held in escrow until all work called for under a thirty day time limit in this contract is completed. The escrow agent shall be any agent that both Seller and Contractor may agree upon at the signing of this document. Seller specifically authorizes and consents to have said escrow agent release the executed deed to Contractor upon timely completion of the Contractor's 40 day obligations herein.
2. Seller shall provide to Contractor a site plan, a topographical plan, and a building permit and septic permit in the name of Island Bay Services, Inc., within thirty days of the signing of this agreement.
3. Seller represents that title to the property is free and clear, and can be conveyed by a Warranty Deed. Seller represents that a building permit for this parcel has been obtained and may be transferred to contractor.
4. Seller shall pay to Contractor under this agreement those amounts currently outstanding as follows: Stumping woods Road: \$100.00; One load of fill for Woods Road: \$75.00.

CONTRACTOR'S OBLIGATIONS:

1. Contractor agrees to provide **the following services** and construction as outline below. In each **instance**, a timeframe for performance, a materials **list**, and a value for that particular instance of service and/or construction is listed and **by** incorporation herein, is agreed to by **all** parties. Time and materials are estimated to the best ability **of** the parties.

A. Elizabeth St. Disposal: Contractor agrees to **remove** two truckloads of debris from Seller's lot on Elizabeth **St.**, Peaks **Island**. Contractor will provide a vehicle **on** the site for up to **two** days for each truckload removed, upon **24** hours request of Seller to locate the truck onsite. Seller shall have the responsibility to load the truck. Contractor shall remove the truckloads and be **responsible** for all transportation **costs**, dumping **fees**, and liability **from** the transporting of same. Contractor shall have **no liability** for **any** part of the loading by Seller or Seller's **guests**, agents or employees. Seller warrants that **they shall** not load or **cause** to be loaded any hazardous materials, including but not limited to asbestos, mercury or other chemicals, nor load any paper or plastic onto the trucks. **The value** for this item is ~~\$1,000.00~~ **\$3,850.00**. This item shall be completed within **30 days of the signing** of this agreement.

B. Woods Road Site Drainage: Contractor agrees to dig, grade, provide and **install** a 12" culvert for Seller's site **off** of **Woods** Road, Peaks Island, also **known** on the **City** Assessor's Map as **92-6-31**, for the purpose of **aiding** drainage **off** the site, which is approximately half an acre. Materials to be supplied include **40'** of **12"** plastic solid pipe, **40'** of **12"** plastic perforated pipe with sock, **12"** tees **as needed**, a roll of **4"** **drain guard**, miscellaneous **fittings**, **a maximum of 42 yards** of **3/4"** crushed **stone**, **a maximum of 15 yards** of sandy **fill**, and machine work and labor **as** required. The value for **this** item is **\$4,635.00**. This item shall be completed within thirty days of the signing of this agreement.

C. Woods Road Site Foundation Work: Contractor agrees to remove **soil** on the above site in a **38'x 30'** size, down to ledge or 4', whichever is less. Said soil **shall** be stockpiled **on** site. Contractor **shall** backfill with up to **45** yards of stony fill. Seller shall be responsible for the provision and placement of sauna tubes for a **foundation**, and shall apprise Contractor of the schedule for such **as** is appropriate, without **causing** unreasonable delay in allowing Contractor to **fulfill his** obligations herein. Materials to be provided include a maximum of **45 yards** of stony **fill**, and machine **work** and labor **as** required. The value for this item is **\$2,500.00**. This item **shall** be completed within **thirty days** of the signing of this agreement.

D. Woods Road Site Driveway: Contractor agrees to **construct** a driveway on the above site of approximately **10' x 40'** in the following manner: dredge out **existing** soil material **and** stockpile such **on the** right (**far**) side of the **driveway**; remove any large stones obstructing **driveway** away; **install** a 12" culvert of sufficient length **as needed**; **refill** driveway with **rocky fill** **and** crushed stone. Materials to be provided include a **12"** culvert, **25 yards** of crushed stone and a **maximum** of **54 yards** of **rocky fill**. The value for this item is **\$1,29750**. This item shall be completed within **thirty days** of the signing of this agreement.

E. Woods Road Site Septic System: Contractor shall install a septic system at the above site as specified on a plan by **Bill Goodwin**, and based on heights provided by **Seller**. Contractor shall provide all **materials** and labor for the installation of the **system**; provided, however, that **such installation** does not include materials and/or labor for the installation of a septic pump if necessary.

contractor reserves the right to, at its expenses, hire an engineer to review the septic system plan for the purpose of recommending **changes** or **revisions**. Should said engineer recommend changes, Seller shall have the option of accepting said **changes**, together with specific additional costs for **construction** if necessary, or of indicating in writing his acceptance of the original plan, and releasing Contractor from any *liability* resulting from failure of the system as a result of the **design** or installation of the **system** per the original design.

The value for this item is **\$8,965.00**. This item shall be completed within forty days of the signing of this agreement.

F. Woods Road Site Leveling: Contractor will, upon completion of the above items, level and grade the **Woods Road** site, which shall include utilizing all stockpiled materials from the **driveway** and foundation items. Contractor shall provide up to 20 hours of machine work for this item. Contractor shall supply hay and seed for the area, but shall not be responsible for watering or germination. The value for this item is \$1,000.00. This item shall be completed within 90 days of the signing of this agreement, as conditions must be dry enough for grading soil.

G. Woods Road Ledge Removal, Culvert Installation: Contractor shall remove the existing culvert across **woods** Road, drill out the underlying ledge, replace the culvert at the lower level and backfill, to better assist and aid in drainage through said culvert. Contractor shall utilize whatever materials, labor and machine work is required for this item. The value of this item is \$2,500.00. This item shall be completed within forty days of the signing of this agreement.

on both sides of road
KM
J.C.S
The contractor will maintain a record of expenses for this component. If this component is completed for less material or labor, the balance will be refunded to the seller.

H. Road Damage - Woods Road. Contractor agrees to provide adequate labor and machine work to grade **Woods Road** subsequent to completion of the above items of construction. No value shall be added for this work. Any fill required or requested shall be paid for by Seller.

OBLIGATIONS OF SELLER AND CONTRACTOR;

1. Contractor and Seller agree that should any dispute arise as to completion of work, timeliness of performance, adequacy of performance, or other dispute regarding performance of either party under the terms of this Agreement, that both shall submit to arbitration on the matter as follows: the parties shall select an arbitrator to determine the items of dispute. If the parties cannot agree on an arbitrator, both shall choose one arbitrator, and those two shall together pick a third arbitrator. The three arbitrators shall examine the dispute and the majority shall make a finding, which in all respects shall be

binding upon both Seller and Contractor, as if judgment were made in a court of law. The escrow agent shall be bound by the findings as well. Seller and Contractor shall equally share in the costs of any arbitration, including the payment of fees to the arbitrators.

2. Should additional items, materials or machine time be necessary, Contractor agrees to provide written notice of such to Seller, who may accept or reject additional costs. Should Seller reject additional costs, Contractor shall be obligated to provide solely as is enumerated herein materials and labor, and shall complete the items as well as he is able to within the confines of this contract. Should additional charges be added, they shall be at the following rates: 3/4" crushed stone shall be provided at \$45.00 per cubic yard; sandy fill shall be provided at \$20.00 per cubic yard; rocky fill shall be provided at \$20.00 per cubic yard; additional machine time shall be provided at \$45.00 per hour. Additional truck loads for item 1 of Contractor's Obligations shall be at \$500.00 per truckload.

3. Total value for the itemized work and materials provided is \$21,897.50. Prior amounts due total \$175.00. Seller shall provide to Contractor at completion of grading and seeding the Woods Road site the amount of \$2,072.50.

The undersigned have read and understand all the terms of the above agreement. We agree that the date of our signatures indicates the start date of this contract, and agree to be bound by all terms and conditions herein.

Witness

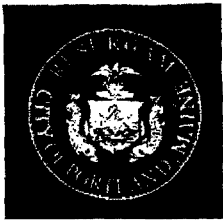
Steven Mac Isaac 7-14-92
Seller - Steven MacIsaac Date

Witness

Kimberly Mac Isaac 7-14-92
Seller - Kimberly MacIsaac Date

Linda K. Carlson
Witness

J. [Signature] 7/14/92
Contractor - Island Bay Services, Inc. Date



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Lee Urban-Director & Planning and Development
Marge Schmuckal, Zoning Administrator

April 26, 2005

Steven MacIsaac
P.O. Box 93
Peaks Island, ME 04108

RE: Juno Avenue/Highland Avenue – 088-H-1, 4, & 5 – IR-1 Zone – application #05-0378

Dear Mr. MacIsaac,

Your permit application to construct a new single family home at the above named location is denied because this office **has** not received all the information needed to determine code compliance.

The **IR-1** Zone requires a minimum **60,000** square foot building lot instead of the **33,115** square foot lot shown. You have not submitted enough specific information to show that this lot is a lot of record **as** described under section 14-433 of the Land Use Ordinance. I will need specifics of ownership, such **as** book and page, owners, and dates of deeds that show this property and any abutting properties have been held under separate and distinct ownership since July 15, 1985.

You have not submitted a scalable boundary/site plan for your project. This office requires a scalable plan **to** determine compliance. Your site plan shall match your building construction plans. At present your site **plan** and building construction plans do not match. All projections from the **main** structure shall be shown on your site plan, such as, but not inclusive, bulkheads, porches and **stairs**, and chimneys. *added*

On the islands it is a requirement that I measure building heights from pre-development grades. It is also a requirement that **all** new construction show post development grades. The grades on your plans are **do** not indicate specifically what they are. This office will need both grades. I will need to be able to match the pre-development grades to your construction plans to determine building height requirements. *revised*

Your site plan also does not show two required 9' x 19' parking spaces. Your submittal should show these required parking spaces and where they are located. Our development review coordinator also needs to **see** two new street trees and silt fences for best management purposes. *show on side yd*

I **am** also seeing a difference in what you believe the lot size to be, **34,800** square feet, and what the Assessor's office believes the lot size to be, **33,115** square feet. Please confirm how you have determined your lot size. *surveyor SAS 33,252 sq*

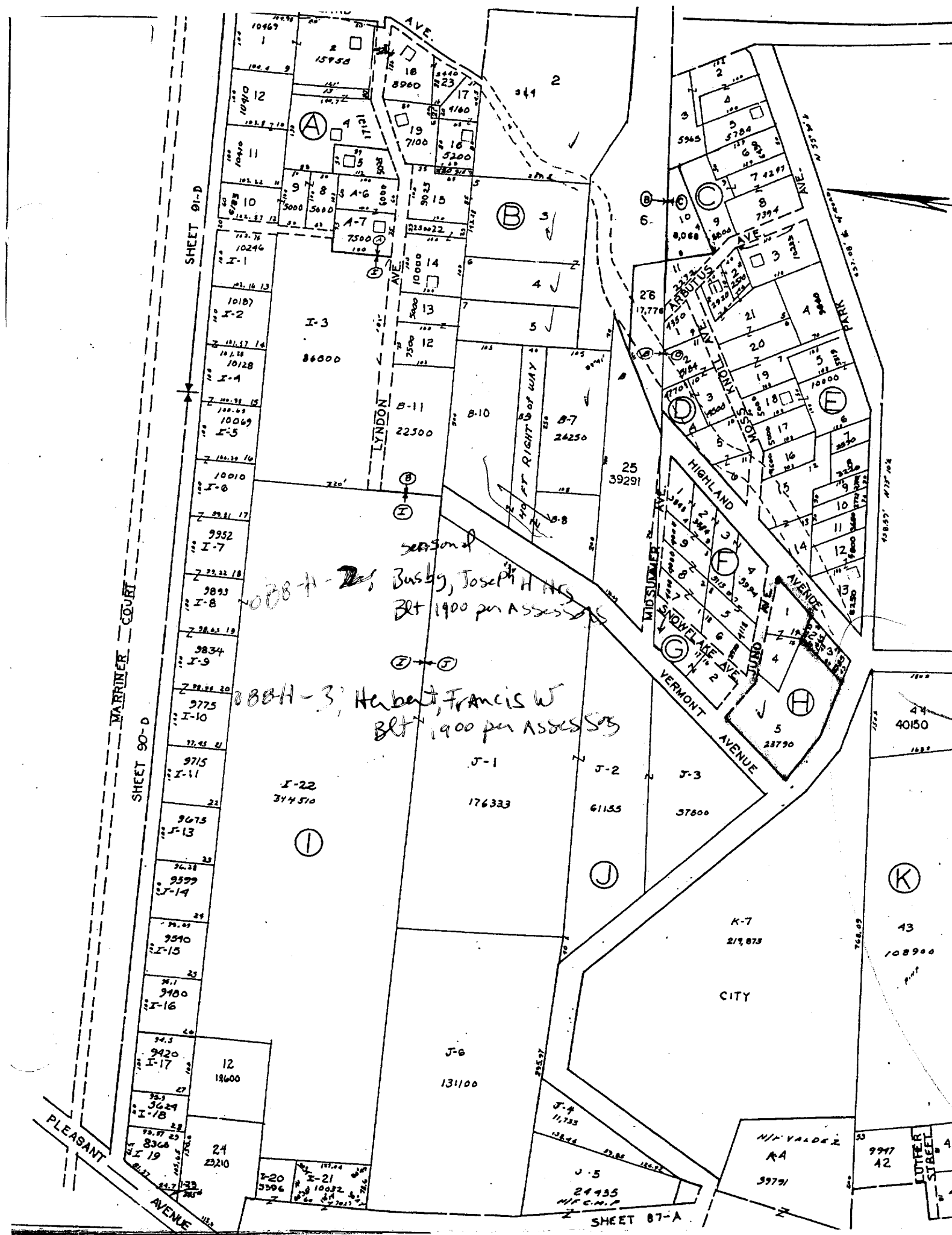
Your permit **will** be on hold without further review until this office receives **all** of the above information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marge Schmuckai". The signature is fluid and cursive, with a long horizontal stroke at the end.

Marge Schmuckai
Zoning Administrator

Cc: Jay Reynolds, Development Review **Coordinator**
File



seasonal
 008H-2; Busby, Joseph H
 Blt 1900 per assessors
 008H-3; Herbert, Francis W
 Blt 1900 per assessors

SHEET 91-D
 SHEET 90-D
 MARRIAGE COURT
 PLEASANT AVENUE

SHEET 87-A

N/V VALDEZ
 RA
 39791
 9997
 42
 LUTHER STREET
 41
 40

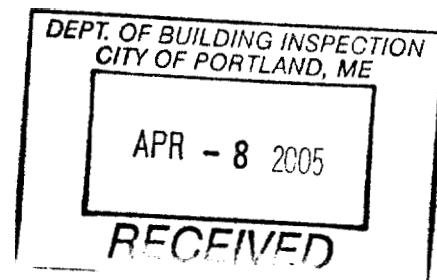
To: Marge Schmuckle
From Steve MacIsaac *[Signature]*
Subject: Peaks Island Lots Nos 88-H-1, 4 and 5 Ownership Data
Date November 15, 2004

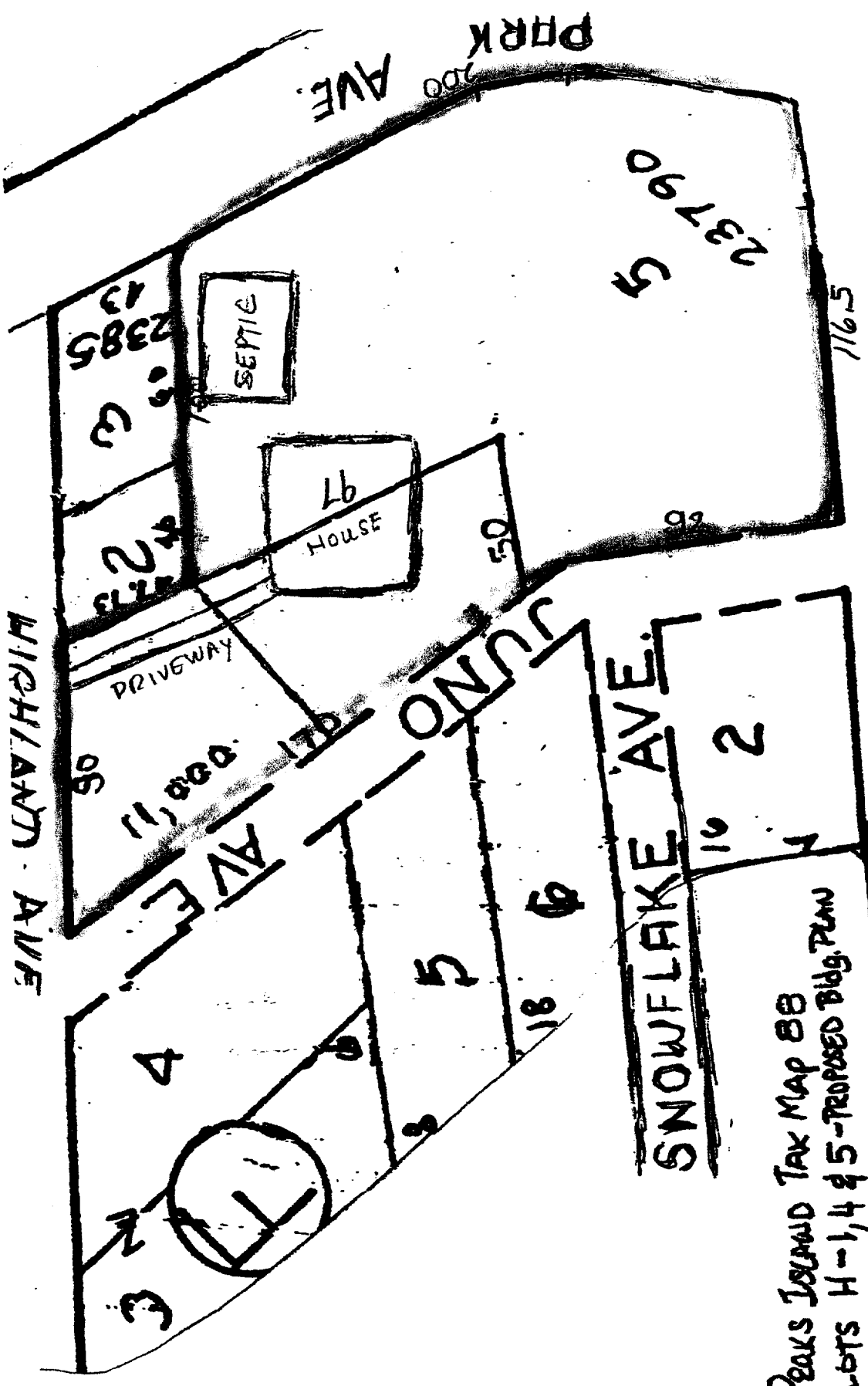
Attached is paperwork documenting the ownership status of the above referenced lots:

- Enlarged tax map locating lots and providing footnoted ownership history as follows:
 - Pre 1985 – E. Casey
 - 1985-1992 – S and K MacIsaac
 - 1992 – Present – C and L Johnson/Island Bay Services

Ownership passed from S and K MacIsaac to C and L Johnson/Island Bay Services in 1992 as a result of a Purchase and Sale Contract (attached) between the two parties wherein C. Johnson/Island Bay Services agreed to perform building site preparation work on two other island building lot parcels owned by the MacIsaac's (one on Wood's Road; the other on Elizabeth Street). Two deeds were issued to C and L. Johnson/Island Bay Services under the provisions of the July, 1992 Purchase and Sale agreement for the work provided. The first deed (attached) for lots 88-H-1 and 4 was given on July 9, 1992 as a the first payment for the work included in the P and C agreement; the second (attached) provided eleven weeks later on Sept 30th 1992 for lot 88-H-5 represented the final payment for the work provided.

C. Johnson/Island Bay Services and myself *I figured 33,115# per Assessor* plan to build one single family house on lots 88-H-1, 4 and 5 (34,790 square feet) and wanted to provide you with a record of the ownership history of the parcels as described herein as part of the permitting process.





PEAKS ISLAND TAX MAP 88
 LOTS H-1, 4 & 5 - PROPOSED BLDG. PLAN
 34,790 SQ. FT.
 LOT 88-H-2 - BUSZY-FR 85
 LOT 88-H-3 - HERBERT-FR 85
 LOTS 88-H-1, 4 & 5 - CASSY FR 85
 11 - MACISAAC 85-92
 11 - ISLAND BAY SERVICES - 92 - PRESENT

15085
 1988
 PEAKS ISLAND

Agreement of Sale - Agreement of Work

This contract is **between** Island Bay Services, Inc. (hereinafter Contractor) and Steven and Kimberly MacIsaac (hereinafter Seller), and is dated this 9th day of July, 1992.

Whereas, Contractor **wishes** to purchase a parcel of land from Seller known as Lots **88-H-1, 4, & 5** on the City of Portland **Tax Maps**; and

Whereas, said land is **agreed by** both parties to be valued at \$20,000.00 as of the date of this contract, **as is**; and

Whereas, Seller **agrees to sell** such land to Contractor **under** the terms and arrangements set forth herein; and

Whereas, Seller desires to have Contractor **perform certain services** to Seller to **benefit** other properties of Seller, said work **to be utilized as credit towards purchase** of the above Lots **88-H-1, 4, & 5**; and

Whereas, it is the desire of the **parties** to set out the obligations, valuations, **timeframes** and work service specifications of the matters and parties of this agreement,

It is agreed **as follows**:

SELLERS OBLIGATION

1. Seller agrees to execute a Warranty **Deed** to Island Bay Services, Inc. for Lots **88-H-1, 4, & 5** following the **signing** of **this** Agreement, together with a Transfer **Tax** Declaration Form **as required by** the State of Maine. Said executed deed **shall** be held in escrow until **all** work called for under a thirty day time limit in this contract is completed. The escrow agent shall be any agent that **both** Seller and Contractor **may** agree upon at **the** signing of this document. Seller **specifically** authorizes **and** consents to have said escrow agent release the executed deed to Contractor upon timely completion of **the** Contractor's **40 day** obligations herein.
2. Seller **shall** provide to Contractor a site plan, a topographical **plan**, and a building permit and septic permit in the name of Island Bay Services, Inc., within **thirty days** of the signing of **this** agreement.
3. Seller represents that title to the property is **free** and clear, and **can** be conveyed by a Warranty Deed. Seller represents that a building permit for this parcel **has** been obtained and may be transferred to Contractor.
4. Seller **shall pay** to Contractor under this agreement **those** amounts currently outstanding as follows: Stumping woods **Road: \$100.00**;; One load of **fill** for Woods Road: **\$75.00**.

CONTRACTOR'S OBLIGATIONS:

1. Contractor **agrees** to provide the following **services** and **construction** as outline below. In each instance, a timeframe for performance, a materials **list**, and a value for that particular **instance** of service and/or construction is listed and **by** incorporation herein, is agreed to **by** all parties. Time and materials are estimated to the best ability of the parties.

A. Elizabeth St. Disposal: Contractor agrees to remove two truckloads of debris from Seller's lot on Elizabeth St., Peaks Island. Contractor will provide a vehicle on the site for up to **two days** for each truckload removed, upon **24** hours request of Seller to locate the truck onsite. Seller **shalt** have the **responsibility** to load the truck. Contractor shall remove the truckloads **and** be responsible for **all** transportation costs, dumping **fees**, and liability **from** the **transporting** of same. Contractor shall have no liability for **any** part of **the** loading **by** Seller or Seller's **guests**, agents or employees. Seller warrants **that** they shall not **load** or **cause** to be loaded any **hazardous** materials, including but not **limited** to asbestos, mercury or other chemicals, nor load any paper or plastic onto the **trucks**. The value for this item is **\$1,000.00**. This item shall be completed within **30 days** of the signing **of** this agreement.

B. Woods Road Site Drainage: Contractor agrees to **dig**, grade, provide and install a 12" culvert for Seller's site **off** of **Woods** Road, Peaks Island, also known on the City Assessor's Map as 92-G-31, for the purpose of **aiding** drainage off the site, which is approximately **half** an acre. Materials to be supplied include 40' of 12" plastic solid pipe, 40' of 12" plastic perforated pipe with **sock**, **12" tees** as needed, a roll of 4" **drain guard**, **miscellaneous fittings**, a maximum of **42 yards** of **3/4" crushed** stone, a maximum of **15 yards** of sandy fill, and machine work and labor **as** required. The value for **this** item is \$4,635.00. This item shall be completed within thirty **days** **of** the signing of **this** agreement.

C. Woods Road Site Foundation Work: Contractor agrees to remove soil on the above site in a 38'x 30' size, down to ledge or 4', whichever is less. Said **soil** shall be stockpiled on site. Contractor shall backfill with up to **45** yards of stony fill. Seller shall be responsible for the provision and placement of sauna tubes for a foundation, and shall apprise Contractor of the schedule for such **as** is appropriate, without causing unreasonable delay in allowing Contractor to fulfill **his obligations** herein. Materials **to** be provided include a maximum of **45 yards** of stony **fill**, and machine **work** and labor **as** required. The value for this item is \$2,500.00. **This** item **shall** be completed within thirty **days** of the signing of this agreement.

D. Woods Road Site Driveway: Contractor agrees to **construct** a driveway on the above site of approximately 10' x 40' in the following manner: dredge out **existing** soil material and **stockpile** such on the right (**far**) side of the **driveway**; remove any large stones obstructing **driveway** away; install a 12" **culvert** of sufficient length **as** needed; refill **driveway** with rocky fill **and** crushed stone. Materials to be provided include a 12" **culvert**, **25 yards** of crushed stone and a **maximum** of **54 yards** **of** rocky **fill**. The value for **this** item is **\$1,29750**. This item **shall** be completed within thirty **days** of the signing of **this** agreement.

E. Woods Road Site Septic System: Contractor shall install a septic system at the above site as specified on a plan by Bill Goodwin, and based on heights provided by Seller. Contractor shall provide all materials and labor for the installation of the system; provided, however, that such installation does not include materials and/or labor for the installation of a septic pump if necessary.

contractor reserves the right to, at its expenses, hire an engineer to review the septic system plan for the purpose of recommending changes or revisions. Should said engineer recommend changes, Seller shall have the option of accepting said changes, together with specific additional costs for construction if necessary, or of indicating in writing his acceptance of the original plan, and releasing Contractor from any liability resulting from failure of the system as a result of the design or installation of the system per the original design.

The value for this item is \$8,965.00. This item shall be completed within forty days of the signing of this agreement.

F. Woods Road Site Leveling: Contractor will, upon completion of the above items, level and grade the Woods Road site, which shall include utilizing all stockpiled materials from the driveway and foundation item. Contractor shall provide up to 20 hours of machine work for this item. contractor shall supply hay and seed for the area, but shall not be responsible for watering or germination. The value for this item is \$1,000.00. This item shall be completed within 90 days of the signing of this agreement, as conditions must be dry enough for grading soil.

G. Woods Road Ledge Removal, Culvert Installation: Contractor shall remove the existing culvert across Woods Road, drill out the underlying ledge, replace the culvert at the lower level and backfill, to better assist and aid in drainage through said culvert. Contractor shall utilize whatever materials, labor and machine work is required for this item. The value of this item is \$2,500.00. This item shall be completed within forty days of the signing of this agreement.

*12M
J.C.S* *on both sides of road K.M.S*
contractor will maintain a record of expenses for this component. If this component is completed for less material or labor, the balance will be refunded to the seller.

H. Road Damage - Woods Road: Contractor agrees to provide adequate labor and machine work to grade Woods Road subsequent to completion of the above items of construction. No value shall be added for this work. Any fill required or requested shall be paid for by Seller.

OBLIGATIONS OF SELLER AND CONTRACTOR:

1. Contractor and Seller agree that should any dispute arise as to completion of work, timeliness of performance, adequacy of performance, or other dispute regarding performance of either party under the terms of this Agreement, that both shall submit to arbitration on the matter as follows: the parties shall select an arbitrator to determine the items of dispute. If the parties cannot agree on an arbitrator, both shall choose one arbitrator, and those two shall together pick a third arbitrator- The three arbitrators shall examine the dispute and the majority shall make a finding, which in all respects shall be

binding upon both Seller and Contractor, as if judgment were made in a court of law. The escrow agent shall be bound by the findings as well. Seller and Contractor shall equally share in the costs of any arbitration, including the payment of fees to the arbitrators.

2. Should additional items, materials or machine time be necessary, Contractor agrees to provide written notice of such to Seller, who may accept or reject additional costs. Should Seller reject additional costs, Contractor shall be obligated to provide solely as is enumerated herein materials and labor, and shall complete the items as well as he is able to within the confines of this contract. Should additional charges be added, they shall be at the following rates: 3/4" crushed stone shall be provided at \$45.00 per cubic yard; sandy fill shall be provided at \$20.00 per cubic yard; rocky fill shall be provided at \$20.00 per cubic yard; additional machine time shall be provided at \$45.00 per hour. Additional truck loads for item 1 of Contractor's Obligations shall be at \$500.00 per truckload.

3. Total value for the itemized work and materials provided is \$21,897.50. Prior amounts due total \$175.00. Seller shall provide to Contractor at completion of grading and seeding the Woods Road site the amount of \$2,072.50.

The undersigned have read and understand all the terms of the above agreement- We agree that the date of our signatures indicates the start date of this contract, and agree to be bound by all terms and conditions herein.

Witness

Steven Mac Isaac 7-14-92
Seller - Steven MacIsaac Date

Witness

Kimberly MacIsaac 7-14-92
Seller - Kimberly MacIsaac Date

Linda K. Carlson
Witness

J. MacIsaac 7/14/92
Contractor - Island Bay Services, Inc. Date

QUITCLAIM DEED

WE, Steven J. and Kimberly A. MacIsaac, of 140 Reed Avenue, Peaks Island, City of Portland, County of Cumberland, State of Maine, for consideration paid, grant to Island Bay Services, a Maine corporation with a place of business at Portland, County of Cumberland, State of Maine, with Quitclaim Covenants, the land described as follows:

A parcel of land located on Peaks Island, Maine, identified on the City of Portland Tax Assessor's Map as Lots 88-H-1&4.

Said lots being part of a parcel of land conveyed to the Grantors herein by Jackson & Casey, Inc. by deed dated September 30, 1985 and recorded in book 7472, Page 133 in the Cumberland County Registry of Deeds on November 10, 1985.

IN WITNESS WHEREOF, Steven J. MacIsaac and Kimberly A. MacIsaac, as Grantors, do release all rights by descent and all other rights in the above described premises, have hereto set our hands and seals this 9th day of July, 1992

MAINE REAL ESTATE TAX PAID

[Signature]
Witness

[Signature: Steven J. MacIsaac]
Steven J. MacIsaac

[Signature: Kimberly A. MacIsaac]
Kimberly A. MacIsaac

Comanwealth of Massachusetts,
Suffolk, SS

Personally appeared before me, the above named Steven J. MacIsaac and Kimberly A. MacIsaac, acknowledged the foregoing instrument the be their free act and deed, and subscribed same.

Before me,

Date: JULY 9, 1992

[Signature: George M. Sanborn]
George M. Sanborn
Notary Public

My Commission Expires
March 21, 1993

SEAL

Received
Recorded Register of Deeds
Apr 29 2004 11:11:25A
Cumberland County
John B O'Brien

6/2/83

KNOW ALL MEN BY THESE PRESENTS

That We, Steven J. MacIsaac and Kimberly A. MacIsaac of Peaks Island, City of Portland, County of Cumberland, State of Maine

in consideration of One (\$1.00) and Other Valuable Consideration

paid by T. Covington Johnson and Laurie Jean Johnson, of Peaks Island, City of Portland, County of Cumberland, State of Maine, as joint tenants and not as tenants in common

G

the receipt whereof we hereby acknowledge, hereby remise, release, bargain, sell and convey, and forever Quitclaim unto the said T. Covington Johnson and Laurie Jean Johnson, their heirs and assigns forever,

certain lots or parcels of land situated on Peaks Island, City of Portland, County of Cumberland, State of Maine and being more particularly described as follows:

Parcel #1: A lot of land consisting of 7585 square feet; being bounded on the westerly side by Vermont Avenue, on the northerly side by Midsummer Avenue, on the easterly side by Snowflake Avenue, and on the southerly side by Juno Avenue; and being shown on the City of Portland Tar Map 88 as Lots G-1 & 2.

Parcel #2: A lot of land consisting of 23,790 square feet and described as follows: beginning at a stake at the junction of the northern boundary line of Park Avenue and the eastern boundary line of Vermont Avenue; thence on said line of Vermont Avenue, northerly one hundred and fifty (150) feet to a stake; thence easterly on a line one hundred and fifty (150) feet from and parallel with said line of Park Avenue one hundred (100) feet to a stake; thence southerly on a line one hundred (100) feet from and parallel with said line of Vermont Avenue fifty (50) feet to a stake; thence easterly on a line parallel with and one hundred (100) feet from said line of Park Avenue one hundred (100) feet to a stake; thence southerly about one hundred (100) feet to a stake on said Park Avenue; thence westerly on the line of said Park Avenue about two hundred (200) feet to the point of beginning.

Being the same parcels of land conveyed in the deed to the Grantors herein from Jackson and Casey, Inc. dated September 30, 1986 and recorded in the Cumberland County Registry of Deeds Book 7472, Page 233.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said T. Covington Johnson and Laurie Jean Johnson, their heirs and assigns forever.

W
S
C
T
K
fr

In Witness Whereof, We, the said Steven J. MacIsaac and Kimberly A. MacIsaac joining in this deed as Grantors, and relinquishing and conveying our rights by descent and all other rights in the above described Premises, have hereunto set our hands and seals this 30th day of September, 1992.

Richard C. Brum
Witness

Steven J. MacIsaac
Steven J. MacIsaac

Kimberly A. MacIsaac
Kimberly A. MacIsaac

State of Haine
Cumberland,ss

September 30, 1992

SEAL

Then personally appeared the above named, Steven S. MacIsaac and Kimberly A. MacIsaac. and acknowledged the foregoing to be their free act and deed.

Before me,

Richard C. Brum
Attorney/Notary Public
RICHARD C. BRUMS
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES OCTOBER 16, 1993

Printed Name

Recorded
Cumberland County
Registry of Deeds
10/05/92 11:05:12AM
Robert P. Titcomb
Register

T A X R E C E I P T
City of Portland, Maine
P O Box 544
Portland ME 041120544
207-874-8856

Paid by: MACISAAC STEVEN J &
KIMBERLY A JTS
PO BOX 93
PEAKS ISLAND ME 04108

Receipt#: 56975 / 488843
Batch: TONYAM 4/08/2005 00
Date paid: 4/08/2005

Account ID: 14194 Parcel Id
HIGHLAND AVE
Owner: MACISAAC STEVEN J &
ACCOUNT # M01913
PEAKS ISLAND

088 - H-001-001
REAL ESTATE TAX
88-H-1-4
HIGHLAND AVE
JUNO AVE
PEAKS ISLAND 9325 SF

Year	Value	Rate	Base	Pen & Int	Cell fee	Total paid
2005 1 RE TAX	1370	26.53000	18.18	.68		18.86
2005 2 RE TAX	1370	26.53000	18.18	.11		18.29
Year total:			36.36	.79		37.15

Printed: 4/08/05 13:55:28

Receipt total: 37.15

Tender: CASH 40.00

This page contains a detailed description of the Parcel ID you selected. Press the New Search button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	088 H001001
Location	HIGHLAND AVE
Land Use	VACANT LAND
Owner Address	ISLAND BAY SERVICES PO BOX 48 PEAKS ISLAND ME 04108
Book/Page	21190/086
Legal	88-H-1-4 HIGHLAND AVE JUNO AVE PEAKS ISLAND 9325 SF

Current Valuation Information

Land	Building	Total
\$1,370	\$0	\$1,370

New Estimated Valuation Information

Land	Building	Total	Phase-In Value
\$2,100	\$0	\$2,100	\$1,735

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres		
				0.214		
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement	

Outbuildings

Type	Quantity	Year Built	Sire	Grade	Condition
------	----------	------------	------	-------	-----------

Sales Information

Date	Type	Price	Book/Page
04/29/2004	LAND	\$5,000	21190-86

Picture and Sketch

[Picture](#) [Sketch](#) [Tax Map](#)

Click here to view Tax Roll Information.

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

[Click here](#) to view comparable sales or below to view by:
[Map](#)

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new **query**.

Current Owner Information

Card Number 1 of 1
Parcel ID 088 H005001
Location 152 PARK AVE
Land Use VACANT LAND

Owner Address JOHNSON T COVINGTON & LAURIE JEAN ITS
 PLEASANT AVE
 PEAKS ISLAND ME 04108

Book/Page 10319/ 70
Legal 88-H-5 VERMONT AVE
 PARK AVE & JUNO AVE
 PKS IS 23790SF

Current Valuation Information

Land	Building	Total
53,570	\$0	53,570

New Estimated Valuation Information

Land	Building	Total	Phase-In Value
\$5,500	\$0	\$5,500	\$4,535

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.546	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
-------------	-----------------	-------------------	-------------	--------------	------------------

Sales Information

Date	Type	Price	Book/Page
-------------	-------------	--------------	------------------

Picture and Sketch

Picture **Sketch** **Tax Map**

Click here to view Tax Roll Information.

Any information concerning **tax** payments should be directed **to** the Treasury office at **874-8490** or e-mailed.

Click here to view comparable sales or below to view by:
[Map](#)

88-H-1

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Public Health, Engineering, Station No. 505
1307, 287-5672 FAX: 287-287-4172

PROPERTY LOCATION >> Caution: Permit Required - Attach In Space Below <<
City, Town, or Plantation: PORTLAND, PEAKS ISLAND
Street or Road: PARK AVENUE Highland
Subdivision, Lot #: PORTLAND PERMIT # 9469 TOWN COPY
Date Permit Issued: 7/14/05 \$1100.00 FEE
OWNER/APPLICANT INFORMATION
Name (last, first, MI): N/F JOHNSON COVINGTON
Address: STEVE MACISAAC
P.O. Box 93
PEAKS ISLAND, ME. 04108
Daytime Tel: 766-5514
Local Plumbing Inspector Signature: James Bunka

Owner or Applicant Statement
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a permit.
Signature of Owner/Applicant: _____ Date: _____
Local Plumbing Inspector Signature: _____ Date: _____
Caution: Inspections Required
I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.
(1st) Date Approved: _____
(2nd) Date Approved: _____

PERMIT INFORMATION

TYPE OF APPLICATION
1. First Time System
2. Replacement System
Type Replaced: _____
Year Installed: _____
3. Expanded System
a. Minor Expansion
b. Major Expansion
4. Experimental System
5. Seasonal Conversion
THIS APPLICATION REQUIRES
1. No Rule Variance
2. First Time System Variance
a. Local Plumbing Inspector Approval
b. State & Local Plumbing Inspector Approval
3. Replacement System Variance
a. Local Plumbing Inspector Approval
b. State & Local Plumbing Inspector Approval
4. Minimum Lot Size Variance
5. Seasonal Conversion Approval
DISPOSAL SYSTEM COMPONENTS
1. Complete Non-Engineered System
2. Primitive System (graywater & all toilet)
3. Alternative Toilet, specify: _____
4. Non-Engineered Treatment Tank (only)
5. Holding Tank, _____ Gallons
6. Non-Engineered Disposal Field (only)
7. Separated Laundry System
8. Complete Engineered System (2000 gpd)
9. Engineered Treatment Tank (only)
10. Engineered Disposal Field (only)
11. Pre-treatment, specify: _____
12. Miscellaneous components
SIZE OF PROPERTY
34,790 +/- sq ft
SHORELAND ZONING
 Yes No
DISPOSAL SYSTEM TO SERVE
1. Single Family Dwelling Unit, No. of Bedrooms 3
2. Multiple Family Dwelling, No. of Units: _____
3. Other: _____
SPECIFY: _____
Current Use Seasonal Rear Round Undeveloped
TYPE OF WATER SUPPLY
1. Drilled Well 2. Dug Well 3. Private
4. Public 5. Other:
SEASONAL

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK
1. Concrete
a. Regular
b. Low Profile
2. Plastic
3. Other: _____
CAPACITY: 3-1000 gallons
DISPOSAL FIELD TYPE & SIZE
1. Stone Bed 2. Stone Trench
3. Proprietary Device
a. Cluster array b. Linear
c. Regular d. R-20 loaded
4. Other: _____
SIZE: 960 sq. ft. 20 ELJEN IN-DRAIN UNITS
GARBAGE DISPOSAL UNIT
1. No 3. Maybe
2. Yes Specify one below:
a. Multi-compartment tank
b. _____ tanks in series
c. Increase in tank capacity
d. Filter on tank outlet
DESIGN FLOW
270 gallons per day
BASED ON:
1. Table 501.1 (dwelling units)
2. Table 501.2 (other facilities)
SHOW CALCULATIONS for other facilities
SOIL DATA & DESIGN CLASS
PROFILE CONDITION DESIGN
2 / A / I
AT Observation Hole: TB D
Depth: 24"
OF MOST LIMITING SOIL FACTOR
DISPOSAL FIELD SIZING
1. Small - 2.0 sq ft/gpd
2. Medium - 2.6 sq ft/gpd
3. Medium-Large - 3.3 sq ft/gpd
4. Large - 4.1 sq ft/gpd
5. Extra-Large - 5.0 sq ft/gpd
PUMPING
1. Not required
2. May be required
3. Required Specify only for engineered or experimental systems
DOSE: _____ Gallons
SINGLE FAMILY DWELLING
3 BEDROOMS @ 90
GALLONS PER DAY
= 270 GPD
3. Section 503.0 (water readings)
ATTACH WATER-METER DATA

SITE EVALUATOR STATEMENT

I certify that on 12/8/04 (date) I completed a site evaluation on this property and state that the data reported is accurate and that the proposed system is in compliance with the Subsurface Wastewater Disposal Rules (10-144-A, MRP 24).

Site Evaluator Signature: Albert Frick
EE #: 163
Date: 1/21/05
ALBERT FRICK @ WORK DNET ATT.NET
Telephone Number: (207) 839-5563
E-mail Address: ALBERTFRICK@WORKDNET.ATT.NET

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
APR - 8 2005
HE-200 Rev 8-04
RECEIVED

ALBERT FRICK ASSOCIATES - 95A COUNTY ROAD ROAD GORHAM, MAINE 04038 - (207) 839-5563
Note: Changes to or deviations from the design should be confirmed with the Site Evaluator

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Health Engineering, Station 10, SMS
1267-287-8672 FAX 1267-287-4172

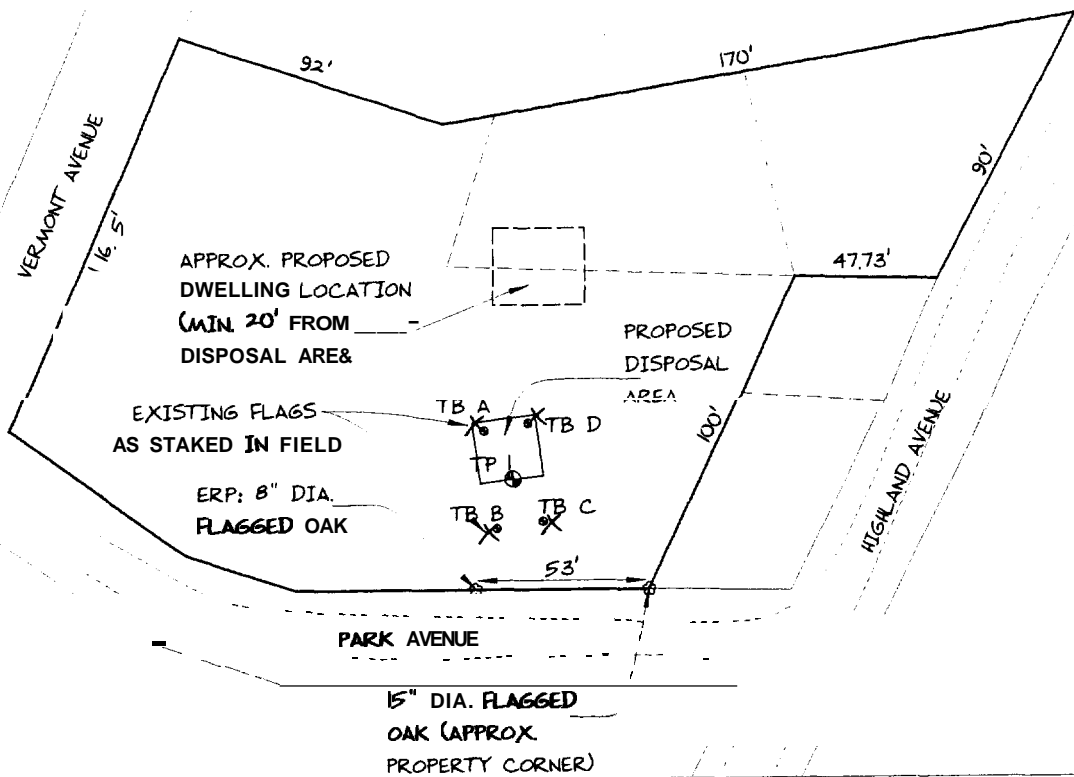
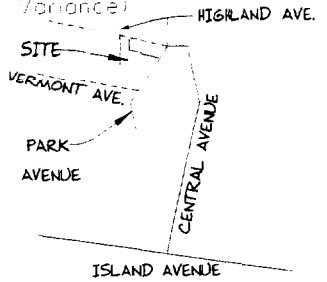
Town, City, Plantation
PORTLAND, PEAKS ISLAND

Street, Road, Subdivision
PARK AVENUE

Owner's Name
N/F JOHNSON (STEVE MACISAAC)

Site Plan Scale 1" = 60' Ft. or as shown

SITE LOCATION PLAN:
(Attach Map from Maine Atlas for New System Variance)



SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole **TP 1** Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
		DARK BROWN	
GRAVELLY SANDY LOAM	FRIABLE	DARK YELLOWISH BROWN	
		YELLOWISH BROWN	
REFUSAL (BEDROCK OR LARGE STONE)			

Soil Classification: **2 A** Slope: **27"**
Profile: **A** Condition: **27"**

Legend: Ground Water, Restrictive Layer, Bedrock, Pit Depth

Observation Hole **TB A-D** Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
TB A = 24" TO BEDROCK			
TB B = 24" TO BEDROCK			
TB C = 40" + TO BEDROCK			
TB D = 24" TO BEDROCK			

Soil Classification: _____ Slope: _____ Limiting Factor: _____
Profile: _____ Condition: _____

Legend: Ground Water, Restrictive Layer, Bedrock, Pit Depth

Albert Frick
Site Evaluator Signature

163
SE

1/21/2005
Date

Page 2 of 3
H-E-100 Rev 10/01

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
 Division of Health Engineering, Station 10, SHS
 (207) 287-5872 FAX (207) 287-4172

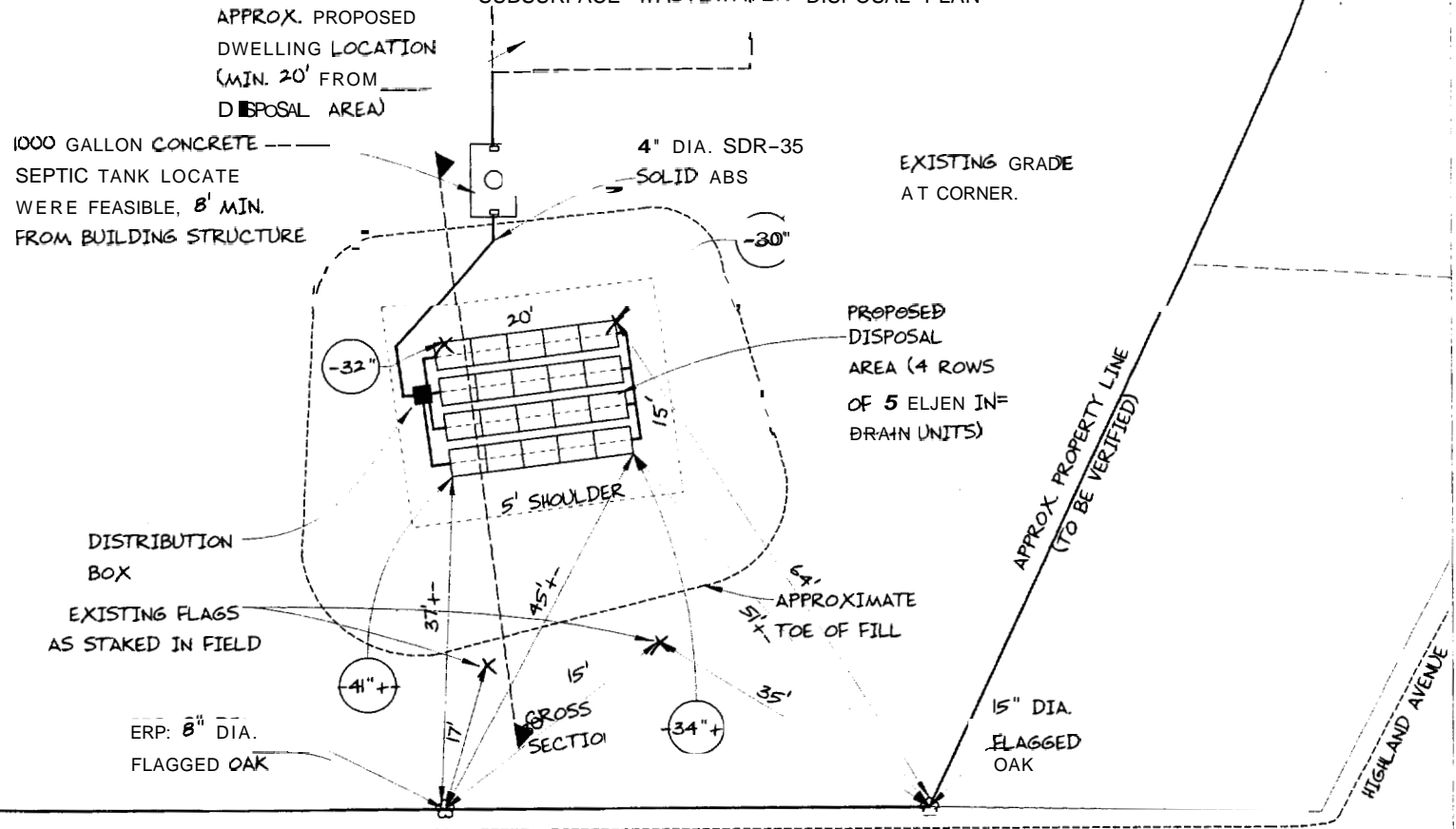
Town/City/Plantation
PORTLAND, PEAKS ISLAND

Street, Road, Subdivision
PARK AVENUE

Owner's Name
N/F JOHNSON (STEVE MacISAAC)

SUBSURFACE WASTEWATER DISPOSAL PLAN

SCALE 1" = 20' FT.



FILL REQUIREMENTS

Depth of Fill (Upslope) = $23" = 25"$
 Depth of Fill (Downslope) = $27" = 34"$
 DEPTHS AT CROSS-SECTION (shown below)

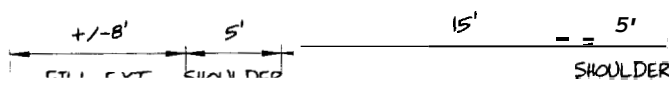
CONSTRUCTION ELEVATIONS

Finished Grade Elevation
 Top of ~~Proprietary Device~~
 Bottom of ~~Proprietary Device~~

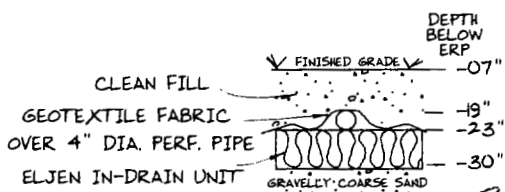
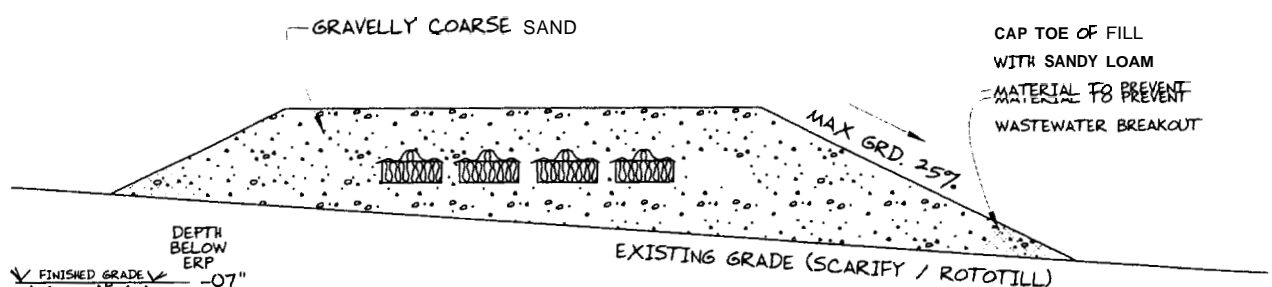
ELEVATION REFERENCE POINT

Location & Description **NAIL 59"**
BASE 8" DIA. FLAGGED OAK
 Reference Elevation is 0.0' or -----

DISPOSAL AREA CROSS SECTION



SCALE
 SECTIONAL 1" = 5' FT
 HORIZONTAL 1" = 10' FT



Albert Frick
 Site Evaluator Signature

163
 SF =

1/21/2005
 Date

Page 3 of 3
 HHE-200 Rev. 10/02



Albert Frick Associates, Inc.
Soil Scientists & Site Evaluators

95A County Road Gorham, Maine 04038
 (207) 899-5563

PORTLAND, PEAKS ISLAND	PARK AVENUE	N/F JOHNSON (STEVE MacISAAC)
TOWN	LOCATION	APPLICANT'S NAME

1) The Plumbing and Subsurface Wastewater Disposal **Rules** adopted by the State of Maine, Department of Human Services pursuant to 22 M.R.S.A. § 42 (the "Rules") are incorporated herein by reference and made a part of this application and shall be consulted **by** the owner/applicant, the system **installer** and/or building contractor for **further** construction details and material specifications. **The** system Installer should contact Albert Frick Associates, Inc. 839-5563, if there are any **questions** concerning materials, procedures or designs. The system installer and/or building contractor installing the system shall be solely responsible for compliance with the Rules and with **all** state and municipal laws and ordinances pertaining to the **permitting**, inspection **and** construction of subsurface wastewater disposal systems.

2) This application is intended to represent facts pertinent to the Rules **only**. It shall be the responsibility of the owner/applicant, system Installer and/or building contractor to determine compliance with and to obtain permits under all applicable local, state and/or federal laws and regulations (including, without limitation, Natural Resources Protection Act, wetland regulations, **zoning** ordinances, subdivision regulations, Site Location of Development Act and minimum lot size laws) before installing this system or considering the property **on** which the system is to be installed a "buildable" lot. It is recommended that a wetland scientist be consulted regarding wetland regulations.

Prior to the commencement of construction/installation, the local plumbing inspector shall **inform** the owner/applicant and Albert Frick **Associates, Inc** of any local ordinances which are more restrictive than the Rules in order that the design **may** be amended. All designs are subject to review by local, state **and/or** federal authorities. **Albert** Frick Associates, Inc.'s liability shall be limited to revisions required by regulatory agencies pursuant to **laws** or regulations in effect at **the** time of preparation of this application.

3) All information shown **on** this application relating to property lines, well locations, subsurface structures and underground facilities (such **as** utility lines, drains, septic systems, water **lines**, etc.) are based solely upon **information** provided by the owner/applicant **and has** been relied upon by Albert Frick Associates, Inc. in preparing this application. The owner/applicant shall review this application prior to the start of construction and **confirm** this information.

4) Installation **of a** garbage (grinder) disposal is not recommended. If one is installed, **an** additional 1000 **gallon** septic tank or a septic tank filter should be connected in series to the proposed septic tank

5) The **system user shall** avoid introducing kitchen grease or fats into this **system**. Chemicals such **as** septic tank cleaners **and/ or** chlorine (such as from **water** treatment) and **controlled** or **hazardous** substances **shall** not be **disposed of in this system**.

ATTACHMENT TO SUBSURFACE WASTEWATER DISPOSAL APPLICATION

PORTLAND, PEAKS ISLAND	PARK AVENUE	N/F JOHNSON (STEVE MACISAAC)
TOWN	LOCATION	APPLICANT'S NAME

6) The septic tank should be pumped within two years of installation and subsequently ~~as~~ recommended by the pump service, but in no event should the septic tank be pumped less often than every three years.

7) The actual water flow or number of bedrooms shall not exceed the design criteria indicated in this application without a re-evaluation of the system as proposed. If the system is supplied by public water or a private service with a water meter, the water consumption per period should be divided by the number of days to calculate the average daily water consumption (water usage (cu. ft.) ~~x~~ **7.48** cu. ft. (gallons per cu. ~~ft.~~) divided by the # of days in period).

8) The general minimum setbacks between a well and septic system serving a ~~single~~ family residence is 100-300 feet, unless the local municipality has a more stringent requirement. A well installed by an abutter within the minimum setback distances prior to the issuance of a permit for the proposed disposal system may void this design.

9) When a gravity system is proposed: **BEFORE CONSTRUCTION/INSTALLATION BEGINS**, the system installer or building contractor shall review the elevations of all points given in this application and the elevation of the existing and/or proposed building drain and septic tank inverts for compatibility to minimum slope requirement. In gravity systems, the invert of the septic tank(s) outlet(s) shall be at least **4** inches above the invert of the distribution box outlet at the disposal area. When an effluent pump is required, provisions shall be made to make certain that surface ground water does **not** enter the septic tank or pump station. An alarm device warning of a pump failure shall be installed. Also, when pumping is required of a chamber system, install a "T" connection in the distribution box and place 3 inches of stone or a splash plate in the first chamber. Insulate gravity pipes, pump lines and the distribution box as necessary to prevent freezing.

10) On all systems, remove the vegetation, organic duff and old fill material from under the disposal area and any fill extension. On sites where the proposed system is to be installed in natural soil, scarify the bottom ~~and~~ sides of the excavated disposal area with a rake. Do not use wheeled equipment on the scarified soil surface. For systems installed ~~in~~ fill, scarify the native soil by roto-tilling to a depth of at least 8 inches over the entire disposal and fill extension area to prevent glazing and to promote fill bonding. Place fill in loose layers no deeper than **8** inches and compact thoroughly before placing more fill (this ensures that voids and loose pockets are eliminated to minimize the chance of leakage). Do not use wheeled equipment ~~on~~ the scarified soil area until after **12** inches ~~of~~ fill is in place. Keep equipment off the chambers. Divert the surface water away from the disposal area by ditching or shallow swales.

11) Unless noted otherwise, fill shall be gravelly coarse sand which contains **no** more than **5%** fines (silt and clay).

12) Do not install systems ~~on~~ loamy, silty, or clayey soils during wet periods since soil smearing/glazing may seal off the soil interface.

13) Seed all filled and disturbed surfaces with perennial grass seed, then mulch with hay or equivalent

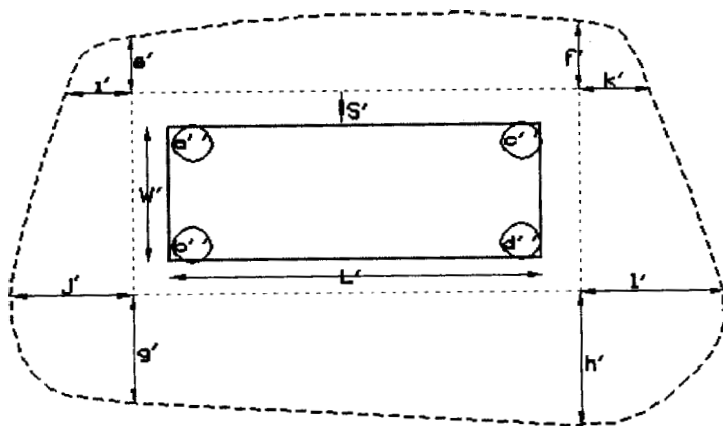
Fill Estimation Worksheet

Albert Frick Associates Inc.
95A County Road
Gorham, Me 04038
839-5563 FAX - 839-5564

Town: Portland (Peaks Isl.)
Project owner/applicant: teve MacIsaac
Address: Park Avenue
Peaks Island

E-Mail - Albertfrick@worldnet.att.net

This worksheet is being provided as a complimentary tool to assist in estimating the **approximate** amount of fill required to construct the proposed system. This worksheet does not substitute for a personal visit to the site for your own estimate. These calculations are intended to serve **as** a check to your work. Site features beyond the model (terrain) can vary to effect model projections.



Length (L)	20 feet
Width (W)	15 feet
Shoulder (S)	5 feet
Depth of fill:	
upper left (a)	25 inches
upper right (c)	23 inches
lower left (b)	34 inches
lower right (d)	27 inches
Fill Extension:	
left up (e)	8 feet
right up (f)	8 feet
left down (g)	14 feet
right down (h)	10 feet
upper left (i)	8 feet
lower left (j)	14 feet
upper right (k)	8 feet
lower right (l)	10 feet
Cost of fill per yard= \$ 0.00	

Body	64 cubic yards
Fill Down	17 cubic yards
Fill Up	9 cubic yards
Fill left	13 cubic yards
Fill right	9 cubic yards
Fill upleft	2 cubic yards
Fill upright	2 cubic yards
Fill downleft	6 cubic yards
Fill downright	3 cubic yards
SubTotal=	125 cubic yards
Shrinkage %=	15 %
Total Backfill	144 cubic yards

Adjusted cost of Total Backfill= \$ -