

**City of Portland, Maine - Building or Use Permit Application**

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

**PERMIT ISSUED**

Permit No: 02-1377  
 Issue Date: DEC 16 2002  
 CBL: 171A B013001

Location of Construction: 18 Graystone Ln	Owner Name: Neale Timothy C &	Owner Address: 18 Graystone Ln	Phone: 874-1534
Business Name:	Contractor Name: Ledgewood Pools, Inc	Contractor Address: 233 Woodville Road Falmouth	Phone: 2077977752
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	Zone: R5

Past Use: Single Family	Proposed Use: Single Family	Permit Fee:	Cost of Work: \$0.00	CEO District: 2	28,880 <sup>4</sup>
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: Pool BOCA 1999		

**Proposed Project Description:**  
17 x 35 inground swimming pool with patio and fence to surround

Signature: \_\_\_\_\_ Date: 12/16/02

**PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)**

Action:  Approved  Approved w/Conditions  Denied

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

Permit Taken By: gg	Date Applied For: 12/16/2002	<b>Zoning Approval</b>
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p><b>Special Zone or Reviews</b></p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/></p> <p>Date: 12/16/02</p>	<p><b>Zoning Appeal</b></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"/> Denied</p> <p>Date: _____</p>	<p><b>Historic Preservation</b></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>Date: 12/16/02</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

# 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>18, GRAYSTONE LANE, PORTLAND</u>		
Total Square Footage of Proposed Structure <u>595 SQ FT</u>	Square Footage of Lot <u>29,880</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>A1A</u> Block# <u>B</u> Lot# <u>13</u>	Owner: <u>TIMOTHY + JEAN NEALE</u>	Telephone: <u>871 1534</u>
Lessee/Buyer's Name (if Applicable)	Applicant name, address & telephone: <u>TIMOTHY NEALE</u> <u>18, GRAYSTONE W.</u> <u>PORTLAND ME 04103 8711534</u>	Cost Of Work: \$ <u>20,190.00</u> Fee: \$ <u>170.00</u>
What size is the pool: <u>17' x 38'</u> / Above or below ground: <u>BELOW</u>		
Dimensions of decking and/or platforms: <u>about 10" path or concrete @ perimeter</u>		
Contractor's name, address & telephone: <u>LEDGENOOD POOLS, INC.</u> <u>233, WOODVILLE RD, FALMOUTH ME 04105</u>		
Who should we contact when the permit is ready: <u>TIMOTHY NEALE</u>		
Mailing address: <u>18, GRAYSTONE LANE</u> <u>PORTLAND ME 04103-6204</u>		
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. <b>PHONE: 871 1534</b>		

**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:	Date:
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**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 4<sup>th</sup> floor of City Hall**

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** 171A B013001  
**Location** 18 GRAYSTONE LN  
**Land Use** SINGLE FAMILY

**Owner Address** NEALE TIMOTHY C & JEAN RIOUX-NEALE JTS  
 18 GRAYSTONE LN  
 PORTLAND ME 04103

**Book/Page** 12182/29  
**Legal** 171-A-B-13  
 GRAYSTONE LN 18  
 28880 SF

**Valuation Information**

<b>Land</b>	<b>Building</b>	<b>Total</b>
#47,040	#227,010	#274,050

**Property Information**

<b>Year Built</b> 1997	<b>Style</b> Contemporary	<b>Story Height</b> 2	<b>Sq. Ft.</b> 3080	<b>Total Acres</b> 0.663	
<b>Bedrooms</b> 3	<b>Full Baths</b> 3	<b>Half Baths</b>	<b>Total Rooms</b> 7	<b>Attic</b> None	<b>Basement</b> Full

**Outbuildings**

<b>Type</b>	<b>Quantity</b>	<b>Year Built</b>	<b>Size</b>	<b>Grade</b>	<b>Condition</b>
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**Sales Information**

<b>Date</b>	<b>Type</b>	<b>Price</b>	<b>Book/Page</b>
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**Picture and Sketch**

<u>Picture</u>	<u>Sketch</u>
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[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](#).





# 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.

DB **Pre-construction Meeting:** Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

- Footing/Building Location Inspection:** Prior to pouring concrete
- NA **Re-Bar Schedule Inspection:** Prior to pouring concrete
- NA **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.

NA **CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**

[Signature]  
Signature of applicant/designee

12.16.02  
Date

[Signature]  
Signature of Inspections Official

12/16/02  
Date

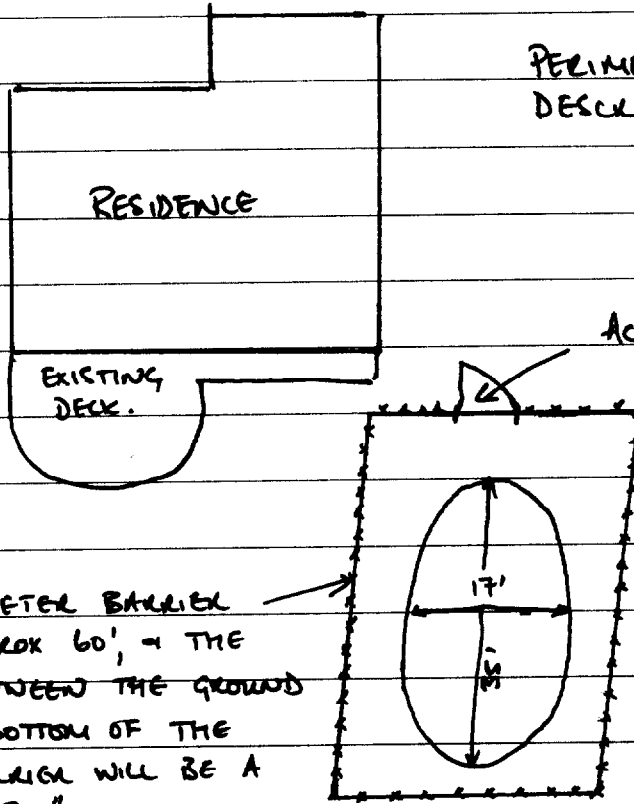
CBL: 171AB013

Building Permit #: 02-1377

18, GRAYSTONE LANE  
PORTLAND, ME 04103-6204.  
12.16.02.

TIM NEALE  
871 1534

PERIMETER BARRIER  
DESCRIPTION.



THE PERIMETER BARRIER  
WILL BE AT APPROX 60', → THE  
CLEARANCE BETWEEN THE GROUND  
LEVEL → THE BOTTOM OF THE  
PERIMETER BARRIER WILL BE A  
MAXIMUM OF 2.0"

THE MAXIMUM SPACING BETWEEN  
THE VERTICAL MEMBERS WILL BE  
4.0"

THE SPACING BETWEEN THE HORIZONTAL  
MEMBERS WILL BE GREATER THAN 45"

THE RELEASE MECHANISM  
OF THE SELF LATCHING  
DEVICE WILL BE AT A  
HEIGHT GREATER THAN 54"

Application ID Number: 2-1377

Department: Building  Status: Approved with Conditions Reviewer: Jeanine Bourke

Comments:

Approval Date: 12/16/2002

Given On Date: 12/16/2002

OK to Issue Permit Name: Jeanine Bourke  Date: 12/16/2002  Date 2:

Conditions Section:

<input type="checkbox"/>	Pool barriers must meet the BOCA 1999 code requirements for sec. 421 for private swimming pools
<input type="checkbox"/>	An electrical permit is required for the pump installation
<input type="checkbox"/>	The pool company shall submit a cross section of the pool showing the slopes and depths per code

Create Date: 12/16/2002 By: gg Update Date: 12/16/2002 By: gg

Application ID Number: 2-1377

Department: Zoning  Status: Approved with Conditions  Reviewer: Jeanine Bourke  Approval Date: 12/16/2002  Comments:

OK to Issue Permit  Name: Jeanine Bourke  Date:   Date 2:

Conditions Section:

Setbacks to the pool structure shall be a minimum of 10' to all property lines and dwelling

Create Date: 12/16/2002  By: 99  Update Date: 12/16/2002  By: 99



DISPLAY THIS CARD ON PRINCIPAL FRONTAGE

# CITY OF PORTLAND

BUILDING DIVISION

## PERMIT

**PERMIT ISSUED**  
**DEC 16 2002**  
 Permit Number: 021377  
**CITY OF PORTLAND**

Please Read  
 Application And  
 Notes, If Any,  
 Attached

This is to certify that Neale Timothy C &/Ledgewood Pools, Inc.  
 has permission to 17 x 35 inground swimming pool with pool deck and fence to surround  
 AT 18 Graystone Ln Call No. 171A B013001

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 written permission procured before this building or part thereof is entered or closed-in.  
**HEAVY 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

*Jeanie Bowke* 12/16/02  
 Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

**LEDGEWATER POOLS, INC.**

223 Woodville Road  
Falmouth, Me. 04105  
797-7752

**STANDARD SWIMMING POOL CONTRACT**

Name of Buyer Tim Neale Date September 17, 2002

Address 18 Graystone Lane Telephone 871-1534

City Portland State Maine Zip 04103

Seller will supply and install under normal ground conditions one  
17 x 35 Pacific Oval Pool

**POOL TO INCLUDE STANDARD FEATURES**

Structural polymer walls & braces  
Stone Dust Bottom w/ Vinyl Liner  
Filter Hayward S210T Sand Filter  
Pump & Motor 1 h.p. Hayward Super  
One Skimmer  
Three Return Lines  
One Stainless Steel Ladder  
Vacuum Set  
Test Kit  
Safety Rope  
S.S. Handrail (Included on pools w/walk in steps ONLY)

**ADDITIONAL EQUIPMENT**

550.00 Pool Light\*  
1600.00 Merlin Safety Cover\*  
2650.00 400 BTU Hayward Heater\*  
1200.00 Vermiculite Deep Banks  
250.00 1 Load/water 8500 gal  
800.00 Haul in fill +  
plus additional machine time

POOL PRICE	\$ <u>12,900.00</u>
HAULING FILL IN, VERMICULITE & WATER	\$ <u>2,250.00</u>
ACCESSORIES	\$ <u>4,800.00</u>
MAINE SALES TAX ON ACCESSORIES*	\$ <u>240.00</u>
TOTAL AMOUNT OF CONTRACT	\$ <u>20,190.00</u>

**TERMS:**

DEPOSIT DUE ON SIGNING CONTRACT	\$ <u>2,500.00</u>
DUE TWO WEEKS BEFORE START OF POOL	\$ <u>9,000.00</u>
ON COMPLETION OF PLUMBING & BACKFILLING	\$ <u>6,690.00</u>
BALANCE ON COMPLETION OF POOL	\$ <u>2,000.00</u>

Buyer agrees to additional terms on pages two and three of this contract.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller

Dated \_\_\_\_\_

BLASTING FOR POOL AND FILL HAULED AWAY FROM THE POOL SITE  
IS NOT INCLUDED IN THIS CONTRACT.

LEDGEWATER POOLS, INC.

Page 2 of 4

Ground area adjacent to pool will be restored to machine grade only. No loaming or seeding will be done. There will be an additional charge for jack hammering, water table or extra fill. Buyer shall furnish building permit, water supply and is responsible for drainage adjacent to the pool

The Buyer shall direct and instruct Seller as to placement of the pool, and Buyer shall be solely responsible for pool location, including, without limitation, compliance with all zoning requirements, compliance with all set back requirements or other restrictions, and location of pool within property lines. Buyer will provide access to the pool site for delivery, and Seller shall not be responsible for any damage caused by ingress or egress of equipment, supplies or motor vehicles. The Seller shall not be responsible for any delays occasioned by reason of strikes, weather conditions, lockouts, fire, accidents, stoppage of labor, failure of usual sources of supplies and materials, act of God or any other contingencies beyond its control. Buyer represents and warrants that the ground in the pool area may be excavated by tractor type backhoe, and should hard pan, caliche, rock or other materials, sand, water table, or surface water be encounter in the excavation. requiring use of stone, pump, compressor or blasting material, the extra cost will be paid by the Buyer. All fill hauled away from the pool site is not covered in the contract; if fill is needed above the \$800.00 it will be an additional charge plus machine time to put it in place. Owner will clear and prepare the site for pool including removal or protection of trees or other vegetation, pipes or pipe line or other improvements affected by this construction, unless otherwise specified herein, and if any extra labor or material is required therefore, the same will be paid by the Buyer. Should quicksand be encounter, all operations will cease and this contract shall be cancelled and Buyer will assume and pay Seller all costs incurred by Seller involved up to this point. Buyer will supply sufficient water to fill the pool. Buyer will also provide for water supply to the filter and electricity to the filter, will ground the pool, and will provide all proper electrical appliances as required by all codes. Buyer warrants that he owns the premises where the pool is to be installed and that there are no zoning limitations or restrictions preventing the performances of this agreement. Buyer agrees to apply for, obtain and deliver any necessary building permits.

The following items shall be supplied by and or shall be the sole responsibility of the Buyer, and the Seller shall have no responsibility for: grading, fill, change of grade, landslide, settling of land or landscaping, sidewalks, fences, lawns, shrubbery, drive-ways or patios, any part of the electrical system, drainage around the pool area, and building permits, zoning changes. The Seller shall have no responsibility whatever for misuse, abuse, fire, action of the elements, act of God, high water tables or rising water tables, or surface or subsurface drainage around pool. Buyer shall grade the area around the pool so that surface and subsurface water and drainage shall pitch and flow away from pool, construct any necessary or desirable retaining

LEDGEWATER POOLS, INC.

Page 3 of 4

walls, keep the pool filled with water at all times and shall comply with the instruction manual.

Use of the pool by Buyer or his family or guests shall also constitute conclusive evidence that the pool is in all respects satisfactorily completed. This contract and agreement contains the entire agreement between the parties hereto, and all prior negotiations, have been merged into or superseded by this contract.

Should any payment due Contractor not be made as provided herein, contractor shall discontinue its performance hereunder until such payments have been made in full. In the event the Contractor's performance hereunder is prevented by the owner, Contractor shall be entitled to immediate payment in full for all work performed and for all material supplied to, and/or purchased specifically for the subject installation. Title to all removable equipment, such as filters, heaters, ladders, diving boards, solar blankets, parts and other accessories installed hereunder shall remain as Contractor's personal property until all monies due Contractor shall have been paid in full. Contractor shall have the right to enter the said property and remove the said equipment from the same. All over due accounts will be charged at a rate of 1 1/2% per month. Seller reserves the right to substitute parts of equal or like quality and to make modifications in design. Seller makes no warranties other than those contained in the warranty certificates delivered herewith which buyer hereby acknowledges having received. The workmanship of the pool is guaranteed by the Seller up to one year from the date of installation. The only warranties on the products sold hereby are those made by the manufacturers. The Seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose and neither assumes or authorizes any other person to assume for it any liability in connection with the sale of said products.

Seller shall not be liable for any damage or failure resulting from misuse, accidents, negligence, alteration, fire, action of the elements, act of God, high water tables, subsurface drainage, or failure to perform maintenance in accordance with the instructions furnished. Seller will not be liable for any consequential or incidental damages resulting from the sale, installation or use of products sold by seller.

Contractor shall not be obligated to make any alterations or deviations from this agreement except upon a written change order signed by both the owner and the Contractor, which obligates the Owner to pay for any extra expense involved in such alteration. Any alterations made without the approval of Wally Geyer will obligate the Owner to pay for any extra expense involved in such alteration.