

DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

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☑ ROADWAY DESIGN
☑ ENVIRONMENTAL ENGINEERING
☑ TRAFFIC STUDIES AND MANAGEMENT
☑ PERMITTING
☑ AIRPORT ENGINEERING
☑ SITE PLANNING
☑ CONSTRUCTION ADMINISTRATION

June 25, 2003

Ms. Sarah Hopkins, Development Review Coordinator
City of Portland Planning Authority
389 Congress Street
Portland, Maine 04101

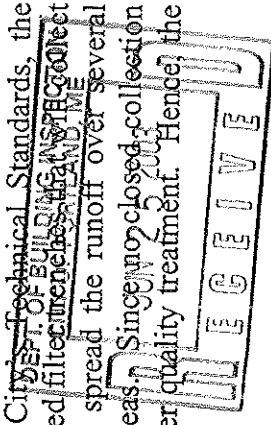
Subject: Application for Minor Site Plan Review
1 McAllister Farm Drive
Applicant – Dirigo Drywall Associates

Dear Sarah:

DeLuca-Hoffman Associates, Inc. has prepared a submission package for a Minor Site Plan Review on behalf of Dirigo Drywall Associates. The proposed project will be located on a 6.81-acre parcel (Tax Map 319 Block A Lot 2) off McAllister Farm Drive. The project site is located in the Industrial zone; thus the proposal qualifies for a Minor Site Plan Review. Location and resource maps contained in the application package depict the project location. Dirigo Drywall proposes to renovate the existing approximately 20,400 SF building and to construct an approximately 5,310 SF gravel pad storage area off the edge of an existing paved surface. The existing building will remain a single-story structure. The building renovation consists simply of enclosing an existing storage area at the rear of the building that already has a concrete slab floor and is currently partially enclosed.

The site will continue to be accessed off McAllister Farm Drive via two driveways off the end of the existing cul-de-sac. The existing utility services to the building will remain and are considered adequate for the modest water, sewer and power needs for the site.

Stormwater runoff patterns will continue essentially unaltered from the existing flow regimes. Runoff from the paved areas and building primarily sheet flows to the perimeter of the developed areas where swales direct the flow of runoff towards the Presumpscot River, west of the developed area. No formal closed storm drain system exists on the property currently. The proposed building renovations will result in no increase in runoff since the surface is already concrete. The small amount of proposed gravel storage area is also considered insignificant as far as any increase in runoff. In order to comply with the City's Technical Standards, the applicant proposes to install several lengths of crushed stone lined filter trenches, 18" x 18" x 60 feet sheet flow runoff from some of the paved surfaces and will spread the runoff over several existing vegetated surfaces down gradient of the developed areas. Since no closed collection system exists for stormwater, the options are limited as to water quality treatment. Hence, the trenches appear reasonable and applicable.



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Only modest erosion and sediment control measures are necessary for the project site. The project will include modifications to the building and a small area of new disturbance. Best management practices including siltation barriers, erosion control blankets and a permanent gravel surface should minimize erosion potential and sediment transport.

The site's lighting will remain essentially unaltered. The project location is such that no spillover or glare from the existing lighting appears to be a problem.

Landscaping will be minimal, since the project is located in an industrial area and is also located on an already fully developed site. Where necessary, the owner will provide grass cover to stabilize non-gravel or non-paved surfaces.

The following statements are provided in accordance with Section 14-525 (c):

- (1) The proposed use will be for office space and warehouse storage. The proposed building size is approximately 20,400 SF.
- (2) The project parcel size is 6.81 acres.
- (3) A 50' wide water easement exists. No other easements or burdens are to be placed on the project site.
- (4) The project will generate a small amount of construction debris that will be disposed of at the Riverside Street disposal facility. After completion, the building operations are expected to generate only a small amount of solid waste that will be disposed of in an onsite dumpster that will be emptied on a weekly basis by an area trash hauler.
- (5) Public water, sewer, and power, all of which are currently servicing the site from McAllister Farm Drive, will continue to serve the project site. No capacity issues currently exist on the property for water or power. The existing onsite septic system is operating satisfactorily. The use of the building for office and warehouse space by Dirigo Drywall will not result in excess wastewater flow to the system.
- (6) The project will maintain the existing drainage patterns that currently exist on site. Runoff from the site ultimately discharges towards the Presumpscot River.
- (7) Erosion control measures including a silt barrier and erosion control blanket over topsoiled surfaces will be provided. The project includes renovating the existing facility and resurfacing a small area with gravel. The work is anticipated to begin and be completed in mid August.
- (8) The project is subject to a Minor Site Plan review by the Portland Planning Authority and a Building Permit by the Code Enforcement Office. The building may require review by the State Fire Marshal. Dirigo Drywall will be handling the Fire Marshal review separately, if necessary. The project is partially within the Shoreland Zone. In accordance with Section 14-449 (m), the following statements are provided:

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- a. The proposal will maintain safe and healthful conditions since the activities primarily are similar in size and scale to the existing onsite use of the property. The proposed activities are in compliance with permitted uses for the area.
 - b. The proposal will not result in water pollution, erosion or sedimentation since the proper erosion control measures will be installed and no significant changes to stormwater runoff will occur.
 - c. The proposal will adequately provide for the disposal of wastewater as an existing onsite septic system is currently functioning properly and is located and constructed in accordance with the State of Maine Subsurface Wastewater Disposal Rules.
 - d. The proposal will not have an adverse impact on spawning grounds, fish, aquatic life, bird, or other wildlife habitat since it is located substantially away from the Presumpscot River and a 200' wildlife corridor will be maintained from the river's edge.
 - e. The proposal will conserve shore cover and visual, as well as actual, points of access to inland and coastal waters since no trees will be cleared within 200' of the Presumpscot River.
 - f. The proposal will not impact any archaeological or historic resources as none have been identified in the area.
 - g. The proposal will not adversely affect existing commercial fishing or maritime activities, as it is not located near any of these resources.
 - h. The proposal will avoid problems associated with floodplain development and use since the existing building and concrete slab have been constructed at least 2' higher than the flood elevation and no substantial filling of floodplain area is proposed.
 - i. The proposal is in conformance with the standards set forth in Section 14-449 of the Portland Code.
- (9) Dirigo Drywall has provided evidence of financial capacity from Peoples Bank. It is apparent the applicant has sufficient capacity to undertake the project.
- (10) A copy of the purchase and sale agreement is contained in the application package supporting right, title or interest of the property.
- (11) The site contains no unusual natural areas, wildlife or fisheries habitats or archaeological sites. A 200' wildlife corridor established as part of the original McAllister Farm Drive Subdivision has been maintained for the current proposal.
- (12) DeLuca-Hoffman Associates, Inc. can provide CADD.DXF files to the department upon final approval of the plan.

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CONSULTING ENGINEERS

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(13) The proposed project will generate only a modest amount of recyclable materials. Paper and cardboard will be collected and containerized for removal by area paper and cardboard recyclers such as W. M. Goodman & Sons. This material will likely be collected inside the building in plastic containers supplied by the collection vendors. The materials will be collected on a regular basis and removed from the site by a selected vendor.

We trust these statements and the supporting application plans and materials satisfy the City's requirements and we look forward to your review and approval of the project. The applicant is seeking a certificate of occupancy for the building and would appreciate the staff's effort to expedite the review and approval. Please contact this office with any staff questions and concerns.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, PE
Senior Engineer

SRB/sq/JN2379/Hopkins06-25-03

Enclosures

c: Michael Lavigne, Dirigo Drywall Associates

Department of Planning & Development
Lee D. Urban, Director



Division Directors
Mark B. Adelson
Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP
Planning

CITY OF PORTLAND

John N. Lufkin
Economic Development

December 16, 2003

Mr. Stephen D. O'Brien
37 Ridgewood Drive
Augusta, ME 04330

RE: Site work at 0 Brewster Street/CBL # 344H001

Dear Mr. O'Brien:

It was observed that site work has taken place on your property at 0 Brewster Street and that a watercourse is being altered as a result.

This is a **STOP WORK ORDER** pursuant to Section 14-523 of the Land Use Ordinance (Approval Required). All construction activities must stop immediately.

Also, it was observed that work was occurring within the Fisher Street right-of-way, which work requires permitting through the City's Public Works Department.

Moreover, based on staff's conversation with the Maine Department of Environmental Protection, there appears to be a substantial amount of wetlands that have been altered without the proper permitting.

In order to come into compliance, you must:

1. apply for an after-the-fact Site Plan Review with plans prepared by a professional engineer;
2. obtain an after-the-fact street openings license and permit; and
3. apply for after-the-fact permitting through the Maine DEP.

Failure to comply will result in this office referring the matter to the City of Portland Corporation Counsel for legal action and possible civil penalties, as provided for in Section 1-15 of the Code and in Title 30-A M.R.S.A. Ss 4452.

Sincerely,

Lee Urban

Planning and Development Director

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 \$7500 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.

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

Signature of Applicant/Designee

Date

Signature of Inspections Official

Date

CBL: 309 D 065

Building Permit #: 060465

5/27/06
5/2/06

City of Portland

Application for Minor Site Plan Review

**Building and Site Modification at
1 McAllister Farm Drive**

Prepared for:

**Dirigo Drywall Associates
225 Riverside Street
Portland, Maine 04103**

Prepared by:

**DeLuca-Hoffman Associates, Inc.
778 Main Street, Suite 8
South Portland, Maine 04106
(207) 775-1121
dhai@delucahoffman.com**

June 2003

**CITY OF PORTLAND, MAINE
SITE PLAN CHECKLIST**

If a provision is not applicable, put "NA"

<u>1.0</u>	Section 1. Development Description
	A. Narrative
	1. Objectives and details
	2. Total land area
	3. Total floor area
<u>1.1</u>	B. Easements/Right-of-Way Statement
	1. Location of existing
<u>1.2</u>	2. Location of proposed
	C. Natural Resources
	1. NRPA setbacks
<u>1.3</u>	D. Subsurface Conditions
	1. USDA Medium Intensity Soils Statement
	2. National Wetland Inventory Statement
<u>1.4</u>	E. Infrastructure
	1. Sewer Availability
	2. Water Availability
	3. Right of Way
<u>1.5</u>	F. Construction Plan
	1. Outline of construction sequence
	2. Dates
<u>1.6</u>	G. Figures, Plates and Drawings
	Section 2. Title, Right or Interest (copy of document)
	Section 3. Financial Capacity
<u>N/A</u>	A. Estimated costs
	B. Financing
<u>See.Att</u>	1. Letter of commitment to fund
<u> </u>	2. Self-financing
<u> </u>	a. Annual report
<u> </u>	b. Bank statement
	Section 4. Technical Ability (description)
<u>4.0</u>	A. Prior experience (statement)
<u>N/A</u>	B. Personnel (documents)
<u>5.0</u>	Section 5. Unusual Natural Areas, Wildlife and Fisheries and Archaeological Sites
	Section 6. Review Criteria for Site Plan Approval
	Section 7. Solid Waste
<u>7.0</u>	A. Narrative
<u>7.1</u>	B. Solid wastes during construction
<u>7.2</u>	C. Solid wastes during operation of development
<u>Att.7.1</u>	D. Computations
<u>8.0</u>	Section 8. Surface Drainage and Runoff
	A. Introduction
<u>8.1</u>	1. Existing conditions
<u>8.2</u>	2. Proposed conditions
	Section 9. Temporary and Permanent Erosion and Sediment Control
	Section 10. Landscape Plan

SECTION 1

DEVELOPMENT DESCRIPTION

1.0 Overview

Dirigo Drywall Associates has purchased the property at 1 McAllister Farm Drive, Tax Map 319, Block A, Lot 2, and proposes to complete building and site modifications to accommodate Dirigo Drywall's use of a portion of the building. The 6.81-acre property currently contains an approximately 20,400 s.f. building and is tenanted by Stultz Electric Motor and Control and IKON Office Solutions. Dirigo Drywall Associates proposes to assume a portion of the administrative office space in the building as well as warehouse space. An exterior storage area is located at the rear of the building. This space is partially covered by a metal roof and column system and has a concrete slab floor. Dirigo Drywall proposes to enclose this area with similar building materials as currently exist.

Dirigo Drywall is also proposing to construct a material storage area consisting of a graded gravel pad. The pad area will be located adjacent to the existing pavement off the northeast side of the development. The pad area will measure approximately 30' x 177' and will require grubbing of topsoil, and placement, grading and compaction of gravel fill. Materials to be stored are primarily related to the drywall business.

1.1 Existing and Proposed Easements/Rights-of-Way

The Portland Water District has a 50-foot-wide easement for their 48" water distribution main crossing the north end of the site.

1.2 Natural Resources

The property abuts the Presumpscot River and contains both a 250-foot Shoreland Zone and a 200-foot-wide wildlife corridor, established as part of the original McAllister Farm subdivision.

1.3 Subsurface Conditions

According to the Medium Intensity Soil Survey for Cumberland County, the development site consists of primarily Scantic soils.

Scantic soils are normally indicative of wet areas. However, according to the National Wetland Inventory (NWI) for Portland (North), Maine, there are no wetlands delineated in the development vicinity.

1.4 Infrastructure

The proposed development will include no infrastructure modifications.

The existing building is currently served by public water and power. The building discharges wastewater to an onsite-pump and wastewater disposal field. The proposed use of the building by Dirigo Drywall will not exceed the original uses intended for the

building; therefore, no modifications to the internal plumbing or septic system are proposed. The existing septic system is currently operating acceptably.

1.5 Construction Plan

Table 1.1 - The proposed schedule developed for this project is as follows:

Item	Site Work	Buildings
Local Site Plan	July/August 2003	July/August 2003
Start Construction	August 2003	August 2003
Building Construction	N/A	September 2003
Complete Site Work	August 2003	-
Complete Building	-	September 2003
Building Occupancy	N/A	September 2003

1.6 Figures, Plates and Drawings

Figure	Description
1	USGS Location Map
2	USDA Medium Intensity Soils Map

Plan Sheets	Description
1	Cover Sheet, General Notes and Legend
2	Existing Conditions Plan
3	Site Layout and Utilities Plan

SECTION 2

TITLE, RIGHT AND INTEREST

2.0 Overview

Dirigo Drywall Associates owns the lot proposed for the development. Please see attached supporting documents.

SECTION 3

FINANCIAL CAPACITY

3.0 Overview

Dirigo Drywall Associates is financing the proposed development. A copy of a letter from Peoples Bank indicating the applicant's ability to fund the project is attached.

SECTION 4

TECHNICAL ABILITY

4.0 Overview

The applicant has contracted the site development design and environmental permitting work to DeLuca-Hoffman Associates, Inc., a civil engineering firm located in South Portland, Maine. DeLuca-Hoffman Associates, Inc. was founded in 1986 and has provided engineering services to private, industrial, commercial, municipal and governmental clients for the past 17 years. Qualification materials for DeLuca-Hoffman Associates, Inc. can be provided upon request.

SECTION 5

UNUSUAL NATURAL AREAS, WILDLIFE AND FISHERIES
HABITATS OR ARCHAEOLOGICAL SITES

5.0 Overview

The respective agencies have been contacted in regards to the location of the proposed development for unusual areas, wildlife and fisheries habitats, and archaeological sites. It was determined by these agencies that there are no concerns in the development vicinity for any of these criteria.

SECTION 6

REVIEW CRITERIA

City of Portland, Maine Standards Requirements for Site Approval

- 6.1 Provisions for traffic and pedestrian circulation both on and off the site**
Access to the site from McAllister Farm Drive will not aggravate or create a significant hazard to the safety of intersections in the project vicinity. The site has two existing access points off the dead end cul-de-sac of McAllister Farm Drive. These will continue unchanged.
- 6.2 Construction of new structures and parking requirements**
The existing structure has a total floor area of 20,400 square feet and 57 parking spaces are provided on site. The parking supplied adequately meets the demand based on the current tenants and proposed additional use by Dirigo Drywall.
- 6.3 Impact of bulk, location or height of proposed buildings and structures on the neighbors**
The proposed building modifications and structures will have no adverse effects on abutting landowners. The building has been set back from the property lines as per Article III of the Portland Code.
- 6.4 Impact on value of neighboring property due to proposed buildings**
The proposed building should not affect the values of abutting structures. The proposed building modification will be constructed in a zone designated for industrial use.
- 6.5 Effect of proposed project on public utilities**
The proposed project will not adversely affect the public utilities of the City of Portland.
- 6.6 On-site landscaping to provide a buffer with neighboring uses**
The proposed development is 50 feet from the nearest building. Vegetated screening will be provided between all adjacent buildings and the proposed development.
- 6.7 The site plan minimizes to the extent feasible, any disturbance or destruction of significant vegetation**
The proposed project site plan minimizes the disturbance of existing vegetation as shown on page 3 of the plan set.

6.8 Site plan does not create any significant soil or drainage problems

See page 3 of the plan set. The site drains directly to the Presumpscot River; therefore, no impacts to downgradient properties are anticipated.

6.9 Provision of appropriate exterior lighting

Any planned additional exterior lighting will not be hazardous to motorists traveling on adjacent streets due to the setback of the development from Riverside Street. The lighting is adequate for users of the site and will not spill over or glare onto abutting properties.

6.10 The development will not create fire or other safety hazards and provides adequate access to the site and to the buildings on the site for emergency vehicles

The existing ingress/egress access drives provide adequate access to the site for emergency vehicles. A fire hydrant is located within 200' of the site off the McAllister Farm Drive cul-de-sac.

6.11 The proposed development is designed so as to be consistent with off-premises infrastructure, existing or planned by the City of Portland

The development does not interfere with any existing or proposed city infrastructure.

6.12 Pertaining to industrial development

N/A

6.13 Pertaining to development in R-P Zone

N/A

6.14 Pertaining to planned unit developments

N/A

6.15 Pertaining to multi-family developments

N/A

6.16 Pertaining to development in B-3 Zone

N/A

6.17 The applicant has submitted all information required by this article and the development complies with all applicable provisions of this Code

The application compiled addresses all provisions noted in this code to the best of our knowledge.

- 6.18 Proximity to any landmark, historic district or historic landscape district**
The proposed structure is not within 100' of any landmark, historic district or historic landscape district to the best of our knowledge.
- 6.19 Pertaining to view corridors**
N/A
- 6.20 No adverse effect on existing natural resources**
No adverse effect on existing natural resources is anticipated from the proposed development. Stormwater runoff from paved or gravel areas will be treated by several crushed stone trenches and vegetated buffers that currently exist around the property perimeter.
- 6.21 Pertaining to discharge to a significant groundwater aquifer**
According to the Portland west quadrangle map of the Maine Geological Survey, there is no significant aquifer in the vicinity of the project location.
- 6.22 Pertaining to signs**
No signs are anticipated for the proposed project. No ingress/egress driveways are within 30 feet of an intersection.
- 6.23 Pertaining to denial of sign under Section 14-369.5**
N/A
- 6.24 Pertaining to major or minor businesses**
N/A
- 6.25 Pertaining to development in industrial zones**
Landscaping currently exists to screen/enhance and buffer the property from all adjacent properties. The development has preserved the existing landscape to the greatest extent possible as shown on Sheet 2 of the plan set.
- 6.26 Pertaining to development in B-5 and B-5b zones**
N/A

SECTION 7

SOLID WASTE

7.0 Overview

This section provides the estimates, the use of recycling, the transport and disposal of solid waste, which will be generated by the construction and operation of the proposed development.

7.1 Solid wastes generated during construction of the site work

The solid wastes generated during construction consist of clearing.

The contractor will be permitted to dispose of trees and limbs by chipping with the biomass hauled to a biomass burner or use of the material as erosion control mix. Many of the trees are suitable for sale as saw logs. The contractor will be provided the following options for stump disposal:

- On-site chipping – to be used for erosion control mix or landscape mulch.
- Transport to Riverside Transfer Station in Portland, Maine or another licensed facility.

7.2 Solid wastes generated from the operation of the Development

Please refer to the attachment on the following page. Cardboard from packaging will be compressed and privately hauled off. A dumpster is currently provided for miscellaneous office wastes and will be hauled off by a private contractor. The development is expected to generate less than 10 cubic yards of solid waste per week.

Computations of Types and Volumes of Solid Wastes for Development Project

Solid Wastes Computations and Disposal

- Type Wood waste from clearing
- Basis of Quality Computations Assume 400cy of stump/acre
- Site Work Construction Area to be cleared Volume @ 400cy/acre
0.1 acres 40 c.y.

SECTION 8

SURFACE DRAINAGE AND RUNOFF

8.0 Introduction

The following stormwater runoff analysis has been prepared for Dirigo Drywall Associates for the construction of a gravel pad storage area off the end of McAllister Farm Drive.

8.1 Existing Conditions

The 6.81-acre rectangular-shaped site is located off of McAllister Farm Drive in Portland, Maine and consists of previously developed land and a moderate area of undeveloped meadow and woods. The site abuts natural drainageways to the north and south. A ravine on the north side is approximately 18 feet deep compared to the relatively flat development area of the existing development. All stormwater runoff sheet flows off the development area towards the swales on each side of the development.

Based on the USDA medium intensity soil survey for Cumberland County, surficial soils across the site consist of Scantic Silt loam. These soils tend to be poorly drained. These soils appear to actually be confined to the lower ravine areas. More well drained soils appear within the development area.

Based on the National Wetlands Inventory for Portland, Maine (north) region, there are no mapped wetlands shown in this area. Soils and wetland maps are included as Figures 2 and 3 in this section of the application.

8.2 Proposed Conditions

The proposed project consists of constructing a gravel pad area suitable for the outside storage of materials associated with the drywall business. The applicant also intends to enclose an area at the rear of the existing building. This area currently contains a concrete slab that will remain. Stormwater runoff from these areas will be directed towards the sides and rear of the site and ultimately to the nearby Presumpscot River.

Stormwater management for quantity control is not warranted, given the small increase in impervious surface, as well as the project's proximity to the Presumpscot River. No impacts to downstream properties will result from the proposed development activity.

The project's parking areas were constructed prior to the City's Technical Standard requiring water quality treatment. To provide a measure of treatment, the current plan contains the installation of several stone-filled treatment trenches to intercept runoff from the paved surface and to produce distributed sheet flow across existing vegetated buffers that will remain around the perimeter of the developed areas.

Based on this review, no significant impacts to stormwater quantity or quality are anticipated from the proposed development activity.

SECTION 9

TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL

9.0 Overview

The extent of soil disturbance will be less than 1 acre and will be mainly comprised of the area for the proposed gravel pad storage area. The primary emphasis of the erosion and sedimentation control plan to be implemented for this project is as follows:

1. Development of a careful construction sequence.
2. Rapid stabilization of disturbed areas to minimize the period of soil exposure.
3. Rapid stabilization of drainage paths to avoid rill and gully erosion.
4. The use of on-site measures to capture sediment (hay bales/silt fence, or organic filter stripe, etc.).
5. Protection of natural resource areas (shoreline) through buffering and BMPs.
6. The implementation of long-term measures for erosion/sediment and pollutant treatment through the construction of permanent water quality measures.
7. The erosion control details and narrative will be made part of the final construction drawings and project specifications.

9.1 Erosion/Sedimentation Control Devices

The following erosion and sediment control devices will be implemented by the Contractor as part of the site development. These devices shall be installed as indicated on the plans. For further reference, see the Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices.

1. Siltation fence and/or organic filter berm shall be installed downslope of any disturbed areas to trap runoff-borne sediments until the site is revegetated. The silt fence shall be installed per the detail provided in the plan set and inspected immediately after each rainfall and at least daily during prolonged rainfall. Repairs shall be made immediately by the Contractor if there are any signs of erosion or sedimentation below the fence line. Proper placement of stakes and keying the bottom of the fabric into the ground are critical to the effectiveness of the fence. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water behind the fence, the barrier shall be replaced with a stone check dam.
2. Straw or hay mulch including hydroseeding is intended to provide cover for denuded or seeded areas until revegetation is established. Mulch placed on slopes of less than 10 percent shall be anchored by applying water; mulch placed on slopes steeper than 10 percent shall be covered with a fabric netting and anchored with

staples in accordance with the manufacturer's recommendations. Proposed drainage channels that are to be revegetated shall receive curlex blankets by American Excelsior or equal. Mulch, where required, shall be applied at application rates specified on the plan. Hay mulch shall be available on site at all times in order to provide immediate temporary stabilization when necessary. Where necessary, a temporary stone channel pipe sluice shall be used to convey runoff down the slope.

3. Stone check dams and hay bale barriers are intended to reduce runoff velocities and protect denuded soil surfaces from concentrated flows.
4. Loam and seed is intended to serve as the primary permanent revegetative measure for all denuded areas not provided with other erosion control measures, such as paving or riprap. Specific areas as shown on the landscape plan will receive sod or will receive temporary and permanent seeding at application rates specified on the plan.

9.2 Temporary Erosion/Sedimentation Control Measures

The following are planned as temporary erosion/sedimentation control measures during construction:

- a. A crushed stone-stabilized construction entrance shall be placed at the site access points on the access road or a street sweeper shall be used to maintain McAllister Farm Drive free of dirt and mud.
- b. Siltation fence shall be installed along the downgradient side of the proposed improvement areas. The siltation fence will remain in place and properly maintained until the site is acceptably revegetated.
- c. Temporary stockpiles of topsoil, grubblings, or common excavation will be protected as follows:
 - i.) Temporary stockpiles shall not be located within 100 feet of the shoreline and at least 50 feet upgradient of the perimeter silt fence.
 - ii.) Inactive stockpiles shall be stabilized within 5 days by either temporarily seeding the stockpile with a hydroseed method containing an emulsified mulch tackifier or by covering the stockpile with mulch. If necessary, mesh shall be installed to prevent wind from removing the mulch.
- d. All disturbed areas which have been rough graded shall receive mulch or erosion control mesh fabric within 14 days of initial disturbance of soil.
- e. All soils disturbed between November 1 and April 1 will be covered with mulch within 5 days of disturbance, prior to any predicted storm event of the equivalent of ½" of equivalent rainfall in a 24-hour period, or prior to any work shutdown lasting more than 35 hours (including weekends and holidays). The mulch rate shall be double the normal rate.

For work that is conducted between November 1 and April 15 of any calendar year, all denuded areas will be covered with hay mulch, applied at twice the normal application rate and (in areas over 10% grade) anchored with a fabric netting. The

time period for applying mulch shall be limited to 5 days for all areas or immediately in advance of a predicted rainfall event.

- f. During excavating operations, stone check dams, wood chip barriers or hay bale barriers will be installed at any evident concentrated flow discharge points.
- g. Silt fencing with a maximum stake spacing of 6 feet should be used, unless the fence is supported by wire fence reinforcement of minimum 14 gauge and with a maximum mesh spacing of 6 inches, in which case stakes may be spaced a maximum of 10 feet apart. The bottom of the fence should be properly anchored a minimum of 6" per the plan detail and backfilled. Any silt fence identified by the owner or reviewing agencies as not being properly installed during construction shall be immediately repaired in accordance with the installation details. Wood chip barriers may also be used as a primary siltation prevention device.
- h. Disturbed slopes over 4:1 shall receive erosion control mesh.
- i. Slopes steeper than 3:1 shall receive reinforced turf.

9.3 Permanent Erosion Control Measures

The following permanent erosion control measures have been designed as part of the Erosion/Sedimentation Control Plan:

- a. Areas disturbed during construction, but not subject to other restoration (paving, riprap, etc.) will be loamed, limed, fertilized, mulched, and seeded. Fabric netting, anchored with staples, shall be placed over the mulch in areas where the finish grade slope is greater than 10 percent. Native topsoil shall be stockpiled and temporarily stabilized with seed and mulch and reused for final restoration when it is of sufficient quality.
- b. Water quality Best Management Practices will be utilized. These will include grassed buffers and stone check dams.

9.4 Timing and Sequence of Erosion/Sedimentation Control Measures

The following construction sequence shall be required to insure the effectiveness of the erosion and sedimentation control measures is optimized.

Note: For all grading related activities, the Contractor shall exercise extreme caution not to overexpose the site by limiting the disturbed area.

- 1. Install crushed stone-stabilized construction entrance.
- 2. Install siltation fence and/or wood chip barriers.
- 3. Construct diversions or drainage channels to direct flow to receiving areas.
- 4. Install stone and hay bale check dams at any concentrated flow discharge points.

5. Install storm drain, underground utilities, foundations and other utility work. Install inlet and outlet protection immediately after the installation of any inlets.
6. Bring site to subgrade including extension of embankments and temporary slope stabilization.
7. Construct other site improvements and utilities.
8. Loam, lime, fertilize, seed, and mulch all disturbed and denuded areas.
9. Remove accumulated sediment from silt barriers.
10. Review stability of the site. If a 75% catch of grass is achieved, remove temporary erosion control devices.

Soil will be considered disturbed if it does not have an established stand of vegetation covering at least 75% of the soil surface, or has not been mulched with hay applied at a rate of 230 lbs./1,000 sq. ft.

9.5 Contracting Procedure

The project will be constructed by a General Contractor under contract to the Owner. The Contractor shall submit a schedule for the completion of the work that will satisfy the following criteria:

1. The above construction sequence should generally be completed in the specified order; however, several separate items may be constructed simultaneously. Work must also be scheduled or phased to prevent the extent of the exposed areas as specified below. The intent of this sequence is to provide for erosion control and to have structural measures such as silt fence and construction entrances in place before large areas of land are denuded.
2. The work shall be conducted in sections which will:
 - a. Limit the amount of exposed area to those areas in which work is expected to be undertaken during the proceeding 30 days.
 - b. Revegetate disturbed areas as rapidly as possible. All areas shall be permanently stabilized within 7 days of final grading or before a predicted storm event, or temporarily stabilized within 7 days of initial disturbance of soil for areas identified as critical (near coastline) and 14 days for all other areas.
 - c. Incorporate planned inlets and drainage system as early as possible into the construction phase. The ditches shall be immediately lined or revegetated as soon as their installation is complete.
3. Once final grade has been established, the Contractor may choose to dormant seed the disturbed areas prior to placement of mulch and placement of fabric netting anchored with staples.

a. If dormant seeding is used for the site, all disturbed areas shall receive 4" or greater of loam and seed at an application rate of 5#/1,000 s.f.

All areas seeded during the winter months will be inspected in the spring for adequate catch. All areas insufficiently vegetated (less than 75 percent catch) shall be revegetated by replacing loam, seed and mulch.

b. If dormant seeding is not used for the site, all disturbed areas shall be revegetated in the spring.

4. The area of denuded non-stabilized construction shall be limited to the minimum area practicable. An area shall be considered to be denuded until the gravel is installed, or the areas of future loam and seed have been loamed, seeded, and mulched. The mulch rate shall be twice the rate specified in the seeding plan. [For example, 115#/1,000 s.f. x 2 = 230#/1,000 s.f.]

5. The schedule shall be subject to the approval of the Owner.

The Contractor must install any added measures which may be necessary to control erosion/sedimentation from the site dependent upon the actual site and weather conditions.

The applicant may be required to retain a third party inspector. The Contractor shall cooperate with the third party inspector and permit access to the site by the inspector at all times.

The Contractor shall note that no area within 50 feet of the shoreline shall remain denuded for a period of over 5 days before it is temporarily stabilized unless it is within an active work zone. Temporary stabilization shall be the installation of mulching. All other areas shall be stabilized within 14 days. For construction between November 1 and April 15 of any calendar year, all areas shall be temporarily stabilized at the earlier time frames specified above.

9.6 Preconstruction Conference

Prior to any construction at the site, representatives of the Contractor and the site design engineer shall arrange for and meet with the Owner and the City's Development Review Coordinator to discuss the scheduling of the site construction. At or before that meeting, the Contractor will prepare a detailed schedule and a marked-up site plan indicating areas and components of the work and key dates showing date of disturbance and completion of the work. If disturbed areas are not to be finished (loamed, seeded, and mulched) within seven (7) days, the scheduling shall indicate those areas to be protected with temporary seeding/mulch. Three copies of the schedule and marked-up site plan shall be provided to the Owner. Temporary seed mixture shall be annual rye grass applied at the rate of 0.9 lbs./1,000 sq. ft.

SECTION 10

LANDSCAPE PLAN

10.0 Overview

The current site consists of developed areas and wooded areas. Mature landscaping surrounds the existing building and perimeter. It is the intention of the owner to maintain the wooded environment around the proposed building. The limits of the proposed gravel storage area have been placed to minimize encroachment into the 200' wildlife corridor, which is part of the original McAllister Farm Drive subdivision plan.

THIS IS NOT A BOUNDARY SURVEY

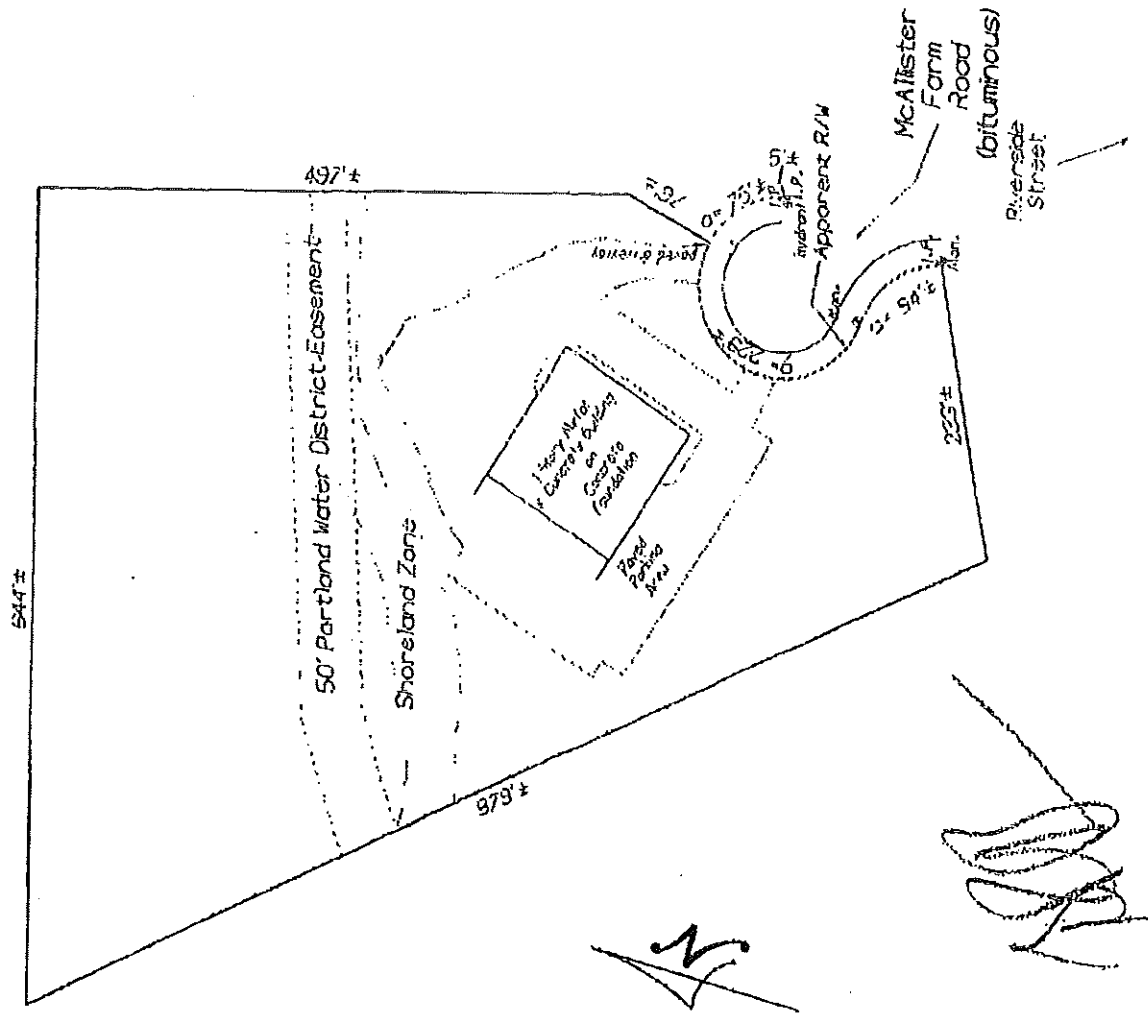
INSPECTION OF PREMISES
I HEREBY CERTIFY TO Terry Snow, Esq.
First American Title

1 McAllister Farm Road
Portland, Maine

Job Number: 367-20
Inspection Date: 05-15-03
Scale: 1" = 150'

The monumentation is not in harmony with current deed description.
The building setbacks are not in conformity with town zoning requirements.
The dwelling does not appear to fall within the special flood hazard zone as delineated by the Federal Emergency Management Agency.
The land does not appear to fall within the special flood hazard zone as indicated on community panel # 230051 0006 B

BUYER: Dirigo Drywall Associates
SELLER: Charles G. Cianciolo, III & James G. Packard



[Handwritten signature]

THIS PROPERTY IS SUBJECT TO ALL RIGHTS AND EASEMENTS OF RECORD. THOSE THAT ARE EVIDENT ARE SHOWN. THIS PLAN MIGHT REVEAL CONFLICTS WITH ADJUTING DEEDS.

Bruce R. Bowman
INCORPORATED
1999 John Small Road
Chebeague Island, Maine 04017
Phone: (207) 846-1663
Fax: (207) 846-1664

PLAN BOOK 176 PAGE 44 LOT 5
DEED BOOK 1786 PAGE 27 COUNTY Cumberland

THIS PLAN IS NOT FOR RECORDING Drawn by: *[Signature]*

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Duigo Drywall Associates, whose mailing address is 225 Riverside Street, Portland, ME 04103 (hereinafter called "Purchaser"), this 24th day of March, 2003 the sum of Ten Thousand Dollars (\$10,000) as earnest money deposit toward purchase of real estate owned by Charles S. Cianciolo III and James C. Packard hereinafter called ("Seller"), located at 1 McAllister Farm Road in the City of Portland, County of Cumberland, State of Maine, described as follows: A 20,400± SF building together with 0.81± acres of land and being more fully described on the City of Portland Assessor's Map 319, Lot A-2, (hereinafter referred to as the "Property"), upon the terms and conditions indicated below.

CSC
B

1. **PURCHASE PRICE:** The total Purchase Price to be made as follows:

The earnest money deposit shall be applied to the purchase price with the balance due at closing in cash or certified funds.

2. **EARNEST MONEY / ACCEPTANCE:** Notwithstanding to The Durham Group ("Escrow Agent") shall hold the earnest money and act as escrow agent until closing. The earnest money deposit will be held in a X non-interest bearing account/ interest bearing account. If the deposit is held in an interest-bearing account, said interest will accrue to the Purchaser, except in the event of a default by Purchaser. This offer shall be valid until Friday, March 28, 2003 at 5:00 PM. In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.

3. **TITLE:** That a deed, conveying the premises in fee simple with good and marketable title in accordance with standards of title adopted by the Maine Bar Association shall be delivered to purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before May 31, 2003. If Seller is unable to convey title to the premises in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days from the time Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, Purchaser may within seven (7) days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

4. **DEED:** That the property shall be conveyed by a quit claim deed with covenant, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations, provided any covenants, conditions, easements, restrictions, public utilities, land use, building laws and regulations do not interfere with the intended use of the Premises by Purchaser.

5. **LEASES/TENANT SECURITY DEPOSITS:** Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.

6. **POSSESSION/OCCUPANCY:** Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.

7. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear.

8. PRORATIONS: The following items shall be prorated as of the date of closing:
- a. Real Estate Taxes based on the municipality's current tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Fuel.
 - c. Metered utilities such as water, sewer and electricity shall be paid by the Seller through the date of closing.
 - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
 - e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller pursuant to leases of the property.

9. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. The Selling Agent and Listing Agent make no warranties regarding the condition, permitted use or value of Seller's real or personal property. This contract is subject to the following inspections, with the results being satisfactory to Purchaser:

<u>TYPE OF INSPECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESULTS REPORTED</u>
a. Building Inspection	X		within 21 days
b. Feasibility Study		X	within days
c. Septic Disposal	X		within 45 days
d. Water Quality		X	within days
e. Radon Air Quality		X	within days
f. Radon Water Quality		X	within days
g. Asbestos	X		within 21 days
h. Lead Paint	X		within 21 days
i. ADA	X		within 21 days
j. Wetlands	X		within 45 days
k. Environmental Scan	X		within 45 days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

10. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION. Purchaser shall have seven (7) days from the date Purchaser receives copies of the information to review leases of the property and income and expense information regarding the property, which leases and information Seller shall make available to Purchaser within seven (7) days of the effective date of this Contract. If the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth herein, and the earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the review is unsatisfactory within the period set forth herein, this contingency is waived by Purchaser.

11. FINANCING. Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within forty-five (45) days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than sixty percent (60%) of the purchase price at an initial interest rate not to exceed seven percent (7%) per annum and amortized over a period of not less than fifteen (15) years. Purchaser

acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

In the event that Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within forty-six (46) days from the effective date of this contract, then Seller shall return the earnest money to Purchaser and this contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser does not notify Seller that he has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be and is deemed to have satisfied and/or waived this financing contingency.

12. **DEFAULT:** If Purchaser fails to perform any of the terms of this-Contract, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of default by either party, the Escrow Agent shall not return the earnest money to Purchaser or Seller without written releases from both parties. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent shall file an action in interpleader and deposit the earnest money in the court to resolve said dispute. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said dispute. In the event of a default by Seller, Purchaser may employ all legal and equitable remedies, including without limitation, specific performance.
13. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to a mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
14. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.
15. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
16. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.
17. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract.
18. **ADDITIONAL TERMS AND CONDITIONS:** a) It is the intent of the Purchaser to effect a like-kind exchange for replacement properties in accordance with §1031 of the Internal Revenue Code. Purchaser is selling a qualified property and said funds are going to be held by a qualified intermediary and will be used for the like-kind exchange of this property, and; b) This contract is contingent on the sale of Purchaser's property at 225 Riverside Street in Portland, which is currently under contract and due to close by May 1, 2003. In the event Purchaser has not closed and received the funds for sale of 225 Riverside Street property on or before May 1, 2003, Purchaser may declare the contract null and void and said earnest money shall be returned to Purchaser.

19. FACSIMILE COPIES: All parties to this contract agree to accept facsimile copies of this document and any signatures thereto as originals.

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2-1/2% of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

DIRIGO DRYWALL ASSOCIATES
PURCHASER

Michael Lavigne
Signature

01-0555414
Social Security # or Tax I.D. #
Michael Lavigne, President
Name/Title, there unto duly authorized

Seller accepts Purchaser's offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to pay the Brokers the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of \$ one or Five percent (5%) of the Purchase Price. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Brokers and (2) Seller; provided, however, that the Brokers' portion shall not exceed the full amount of the commission specified.

Signed this 2nd day of April, 2003.

CAC B

CHARLES CIANCIOLO III
SELLER

Charles B Cianciolo
Signature

040-440-7541
Social Security # or Tax I.D. #

Partner
Name/Title, there unto duly authorized

JAMES C. PACKARD
SELLER

James C. Packard
Signature

006 48-7808
Social Security # or Tax I.D. #

Partner
Name/Title, there unto duly authorized

Escrow Agent

Signature

Name/Title

EFFECTIVE DATE OF CONTRACT: _____, 2003.



One Portland Square
P.O. Box 9540
Portland, ME 04112-9540
tel. 500-462-3666
207-761-8500

May 13, 2003

Mr. John Lefebvre
Dirigo Drywall Associates
225 Riverside Street
Portland, Maine 04103

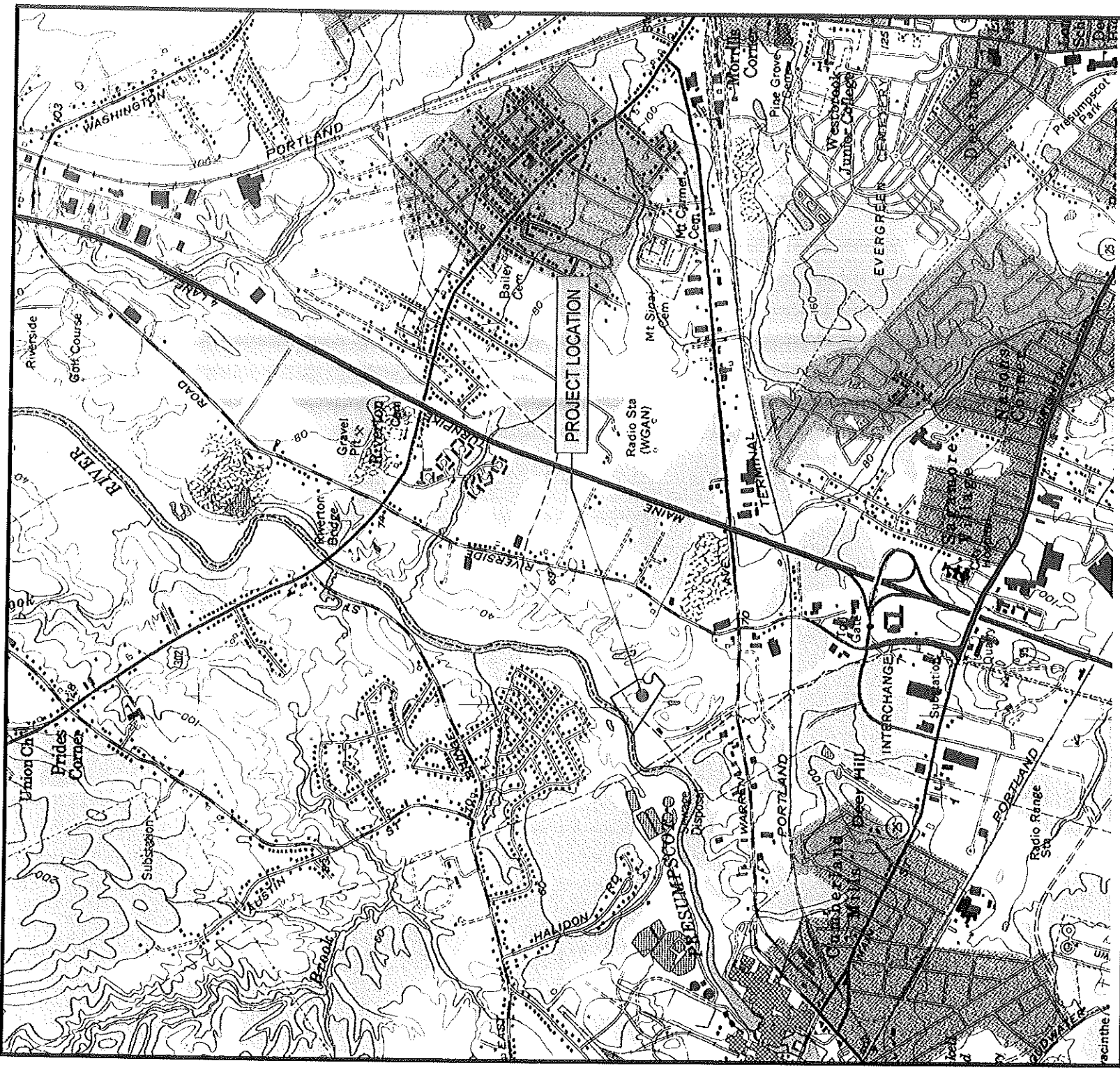
Dear John:

This letter will confirm that, based on our preliminary due diligence and based on our standard underwriting requirements, Dirigo Drywall, Inc. has the financial capacity to acquire the land and improvements at One McCallister Farm Road, Portland, Maine.

Please call me at 207-761-8783, should you have any questions.

Very truly yours,

Cathy A. Lauzon
Asst. Vice President



USGS TOPOGRAPHIC MAP
MCALLISTER FARM DRIVE - PORTLAND, MAINE

SOURCE: USGS PORTLAND WEST, 7.5 MINUTE SERIES (TOPOGRAPHIC)

DeLuca-Hoffman Associates, Inc.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207.775.1121
 WWW.DELUCAHOFFMAN.COM

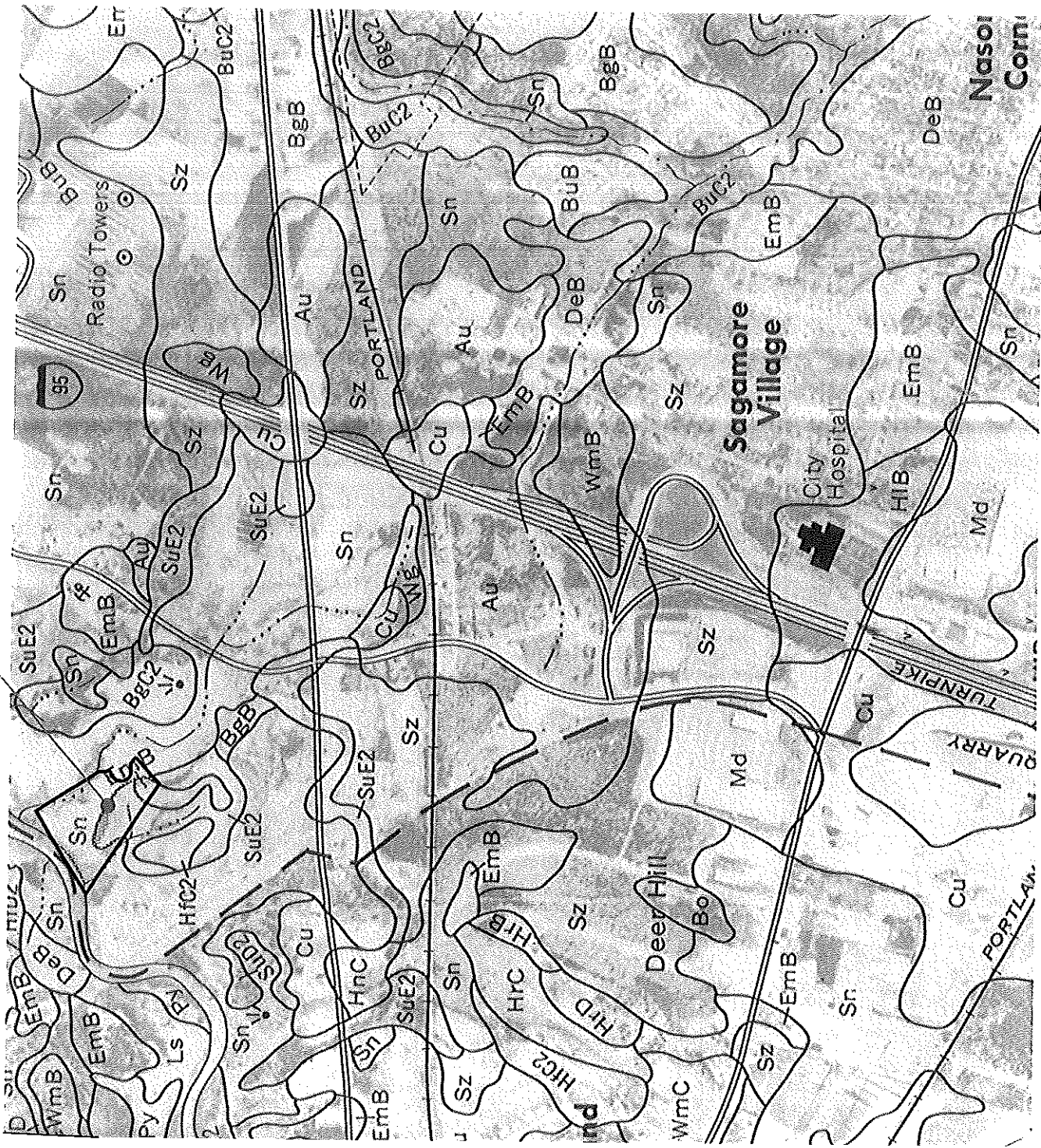
DRAWN:	DED	DATE:	JUNE 2003
DESIGNED:	SRB	SCALE:	1"=2000'
CHECKED:	SRB	JOB NO.:	2379
FILE NAME:		2379 SURVEY 52803	

FIGURE

1



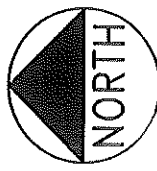
PROJECT LOCATION



SOIL SURVEY MAP

MCALLISTER FARM DRIVE - PORTLAND, MAINE

SOURCE: USDA SOIL CONSERVATION SERVICE - CUMBERLAND COUNTY, MAINE



DeLuca-Hoffman Associates, Inc.

778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207.775.1121
 WWW.DELUCAHOFFMAN.COM



FIGURE

DRAWN: DED DATE: JUNE 2003

DESIGNED: SRB SCALE: 1"=1000'

CHECKED: SRB JOB NO. 2379

FILE NAME: 2379 SURVEY 52803

2