



# General 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>430 RIVERSIDE ST</u>		
Total Square Footage of Proposed Structure/Area <u>9,800 SF</u>		Square Footage of Lot <u>113,287 SF</u>
Tax Assessor's Chart, Block & Lot Chart# <u>320</u> Block# <u>A00</u> Lot# <u>3001</u>	Applicant * <u>must be owner, Lessee or Buyer</u> Name <u>KMG PROPERTIES LLC</u> Address <u>29 DOUGLAS DR</u> City, State & Zip <u>NEW GLoucester, ME 04260</u>	Telephone: <u>(207)</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>MAINE TURNPIKE AUTH.</u> Address <u>2360 CONGRESS ST</u> City, State & Zip <u>PORTLAND, ME 04102</u> <u>* P&amp;S AGREEMENT ATTACHED</u>	Cost Of Work: \$ <u>12,500-</u> C of O Fee: \$ _____ Total Fee: \$ <u>150-</u>
Current legal use (i.e. single family) <u>OFFICE (I-M Zone)</u> If vacant, what was the previous use? <u>OFFICE</u> Proposed Specific use: <u>OFFICE (5,000 SF) LOW IMPACT INDUSTRIAL (4800 SF)</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>SELECT DEMOLITION OF INTERIOR WALL, FINISHES (CARPET) CEILING TILE AND LIGHT FIXTURES (AND WIRING). INCLUDES DEMO OF PLUMBING FIXTURES AND APPROX 10 LF OF EXTERIOR WALL</u>		
Contractor's name: <u>BENCHMARK CONSTRUCTION</u> Address: <u>34 THOMAS DR</u> City, State & Zip <u>WESTBROOK ME 04092</u> Telephone: <u>(207) 591-7600</u> Who should we contact when the permit is ready: <u>RICK CORMIER</u> Telephone: <u>(207) 591-7600</u> Mailing address: <u>34 THOMAS DR WESTBROOK ME</u>		

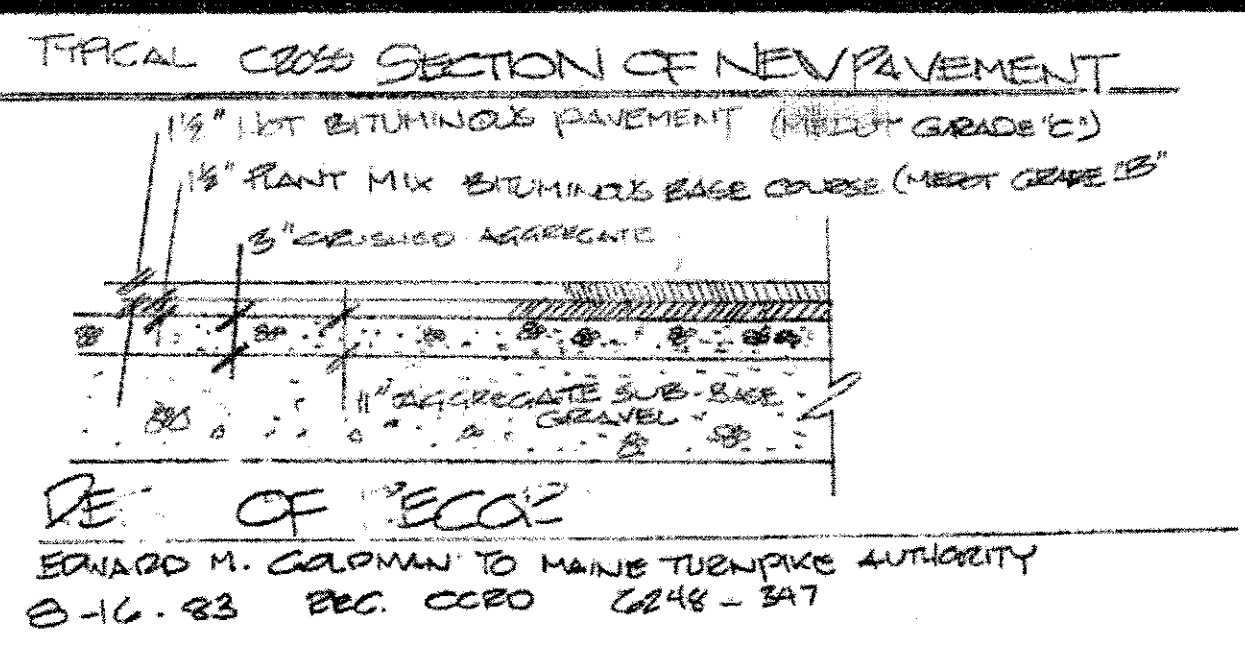
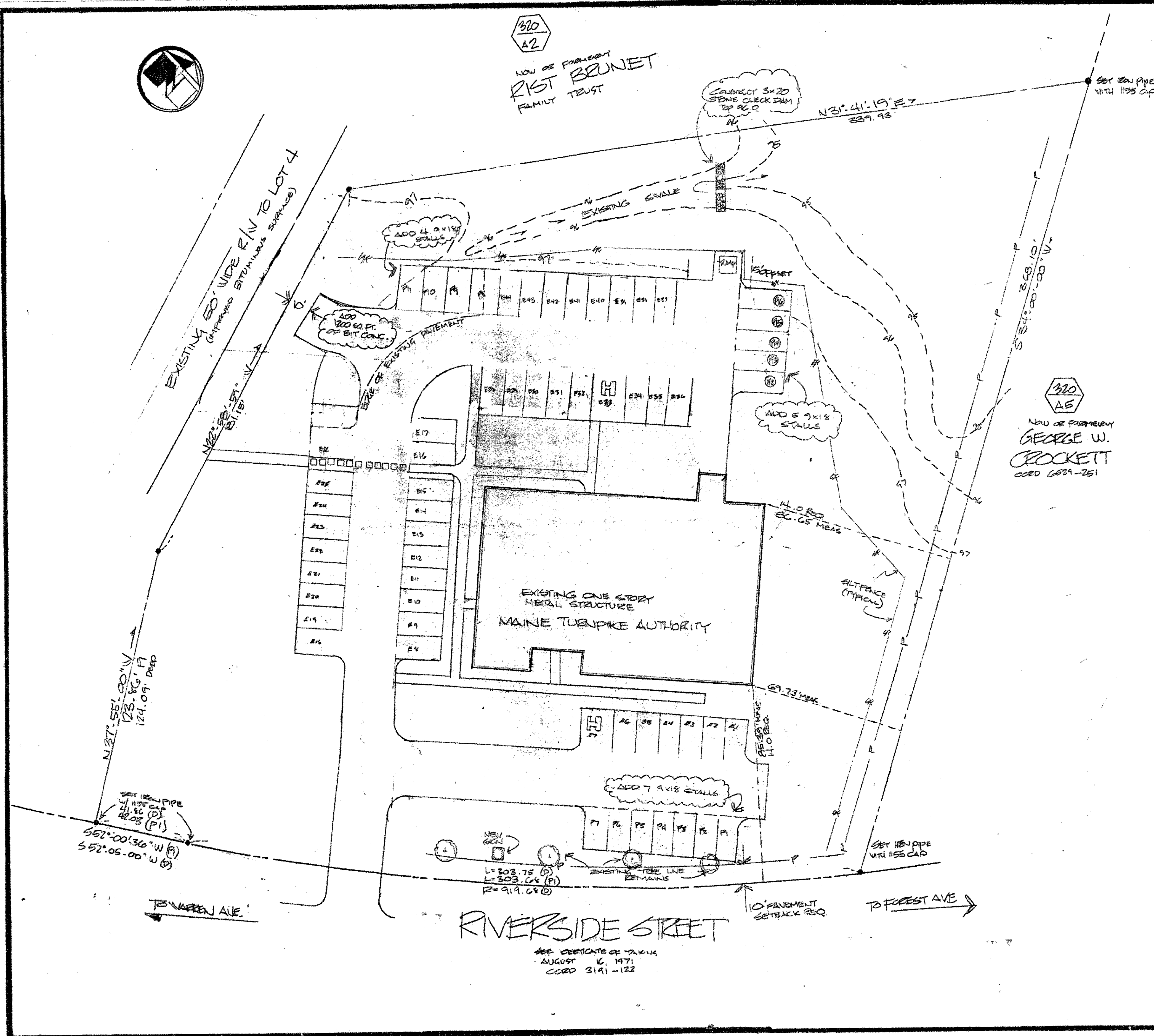
**Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.**

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

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: [Signature] Date: 02/10/2012

**This is not a permit; you may not commence ANY work until the permit is issued**



- NOTES
1. PROJECT IS LOCATED IN ZONE I-M
  2. USE: BACK OFFICE FOR TRANSPORTATION ENTITY
  3. MAXIMUM IMPERVIOUS ALLOWED: (0.75)(13140) = 9855
  4. LOCUS IS TAX MAP 320, LOT A-3
- PLAN REFERENCES
1. "OFFICES FOR THE MAINE TURNPIKE AUTHORITY" BY PEARSON WHITE ARCHITECTS 1985
  2. "DONALD O. BUTLER SUBDIVISION" BY LUC 4-30-96 CORD

AREA

AREA	EXISTING	PROPOSED	% LI
STALL	44 x 10 x 20 = 8800	8800 - 2592 = 6208	10
aisle	13704	15720	14
WALK	2225	2225	1
BUILDING	9904	9904	1
TOTAL IMPERVIOUS	34633	39241	36

STATEMENT

I HEREBY STATE TO THE MAINE TURNPIKE AUTHORITY THAT THIS PLAN IS THE RESULT OF AN INSTRUMENT SURVEY IN THE U.S. STANDARD OF MEASUREMENT, IS CORRECT TO THE BEST OF MY INFORMATION AND BELIEF. I HAVE RESEARCHED THE PUBLIC RECORDS AND HAVE SET THE CORNER BOUNDS AS INDICATED. I AM A FULL TIME EMPLOYEE OF THE MAINE TURNPIKE AUTHORITY.

JOHN D. ROBERTS PLS  
MAINE REG. PROFESSIONAL LAND SURVEYOR #155  
MAINE LICENSED LANDSCAPE ARCHITECT #30

JUNE 20, 2001  
DATE

NOTE 7-16-04  
PORTLAND PLANNING AUTHORITY GRANTED MINOR SITE PLAN APPROVAL FOR THIS PLAN BY LETTER DATED 12-18-03 SUBJECT TO:

- 1) APPLICANT WILL INSPECT THE COLLECTING, BANK SWALE TWICE ANNUALLY AND MAINTAINED FOR BUILD UP, TRASH/DEBRIS REMOVAL, AND ESTABILIZING THE CHANNEL OF SIDE SLOPES. AS REQUIRED BY PROVISIONS
- 2) APPLICANT WILL ADHERE TO WINTER STABILIZATION METHODS PRESCRIBED BY MAINE DEP.

DATE	REVISION	BY
NOV 14 2003	REMOVE TREES, ADD TREES, SALT FENCE	JE
NOV 12 2003	ADD CHECK DAM, SLOPE RESTORATION	JE
7-16-04	ADD APPROVAL NOTE	

SITE PLAN

MAINE TURNPIKE AUTHORITY

HEAD QUARTERS  
430 RIVERSIDE STREET

PORTLAND CUMBERLAND COUNTY MAINE  
JUNE 21, 2001 SCALE 1" = 20'

320  
A2  
NOW OR FORMERLY  
RIST BRUNET  
FAMILY TRUST

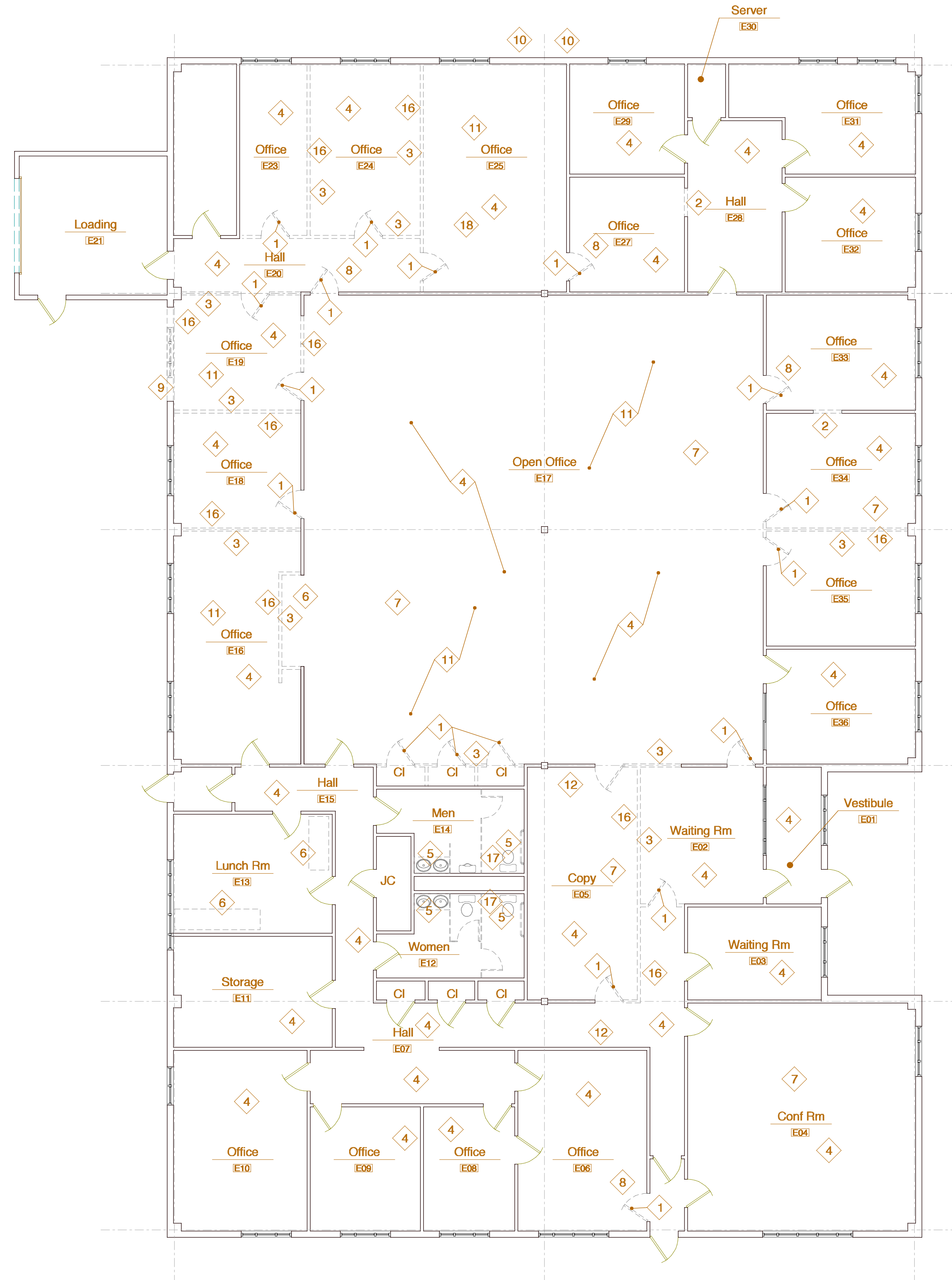
320  
A6  
NOW OR FORMERLY  
GEORGE W.  
CROCKETT  
CORD 6824-251

RIVERSIDE STREET

SEE CERTIFICATE OF TAKING  
AUGUST 16, 1971  
CORD 3191-122

### Demolition Notes

- |  |   |  |
|--|---|--|
| 1 Remove existing door, frame and blocking. Prep opening for infill wall. Save door for possible re-use. | 7 Remove and store existing ceiling tile, re-install as required.                 | 13 Remove wall framing and prep wall for relocated door.   |
| 2 Remove existing wall and prep opening for new door.  | 8 Prep wall for replacement panel. Use salvaged panels from other locations.      | 14 Remove existing door, frame and blocking. Store door for reuse.                                       |
| 3 Remove existing wall.  | 9 Remove existing window, demo wall for new overhead door system.                 | 15 Remove existing open shelving. Patch wall and prep for new paint.                                     |
| 4 Remove existing carpet, backing and accessories.   | 10 Create opening in exterior wall for ductwork penetrations.                     | 16 Remove existing electrical conduit back to junction box, sub panel or as required by electrical code. |
| 5 Remove plumbing fixtures. Cap all un-used supply and waste lines at penetration.                       | 11 Remove existing light fixtures and overhead wiring as req'd.                   | 17 Remove flooring and concrete as required to accomodate new plumbing.                                  |
| 6 Remove existing countertops, cupboards and damaged drywall as required. Prep wall for new paint.       | 12 Remove damaged wall panels. Replace with salvaged panels from other locations. | 18 Remove wood framed storage mezzanine above ceiling.   |



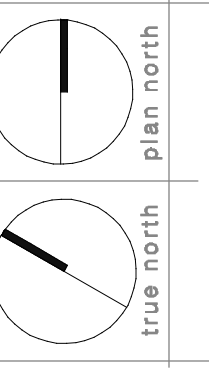
20 Demolition Plan  
 0 4 12 24



10 Existing Conditions Plan  
 0 4 12 24

--- wall construction to be demolished or removed  
 --- interior or exterior wall construction to remain

project name  
**COMNAV**  
 project location  
 430 Riverside Street  
 Portland, Maine



ISSUED FOR  
 DEMO PERMIT  
 02/10/2012

date  
 February 10, 2012  
 scale  
 1/8" = 1'-0"  
 project #  
 2011-016  
 drawing title  
**Exisit. Conditions & Demolition Plans**  
 drawing number  
**E101**

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from KMG PROPERTIES LLC, whose mailing address is 29 DOUGLAS DR. NEW GULLESTER, ME 04260 (hereinafter called "Purchaser"), this 18th day of November, 2011, the sum of Five Hundred Seventy-Five Thousand Dollars (\$ 575,000.00) as earnest money deposit toward purchase of real estate located at 430 Riverside Street in the city/town of Portland, County of Cumberland, State of Maine, described as follows A 9,800+/- square foot commercial building, garden shed and cell tower on 2.6+/- acres and being more fully described at said County's Registry of Deeds in Book 28973, Page 347-348, upon the terms and conditions indicated below.

- 1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable) None. Seller will remove the metal cell tower, generator and all furnishings within 7 days of closing
- 2. PURCHASE PRICE: The total Purchase Price is [REDACTED] Dollars (\$ [REDACTED]), with payment to be made as follows: Earnest money deposit received on this date: \$ [REDACTED]; Other: Upon full execution of the Contract \$ [REDACTED]; Other: \$ [REDACTED]; Balance due at closing, in cash or certified funds: \$ [REDACTED]
- 3. EARNEST MONEY/ACCEPTANCE: Roxane Cole Comm Real Estate LLC ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing; this offer shall be valid until 20111121, 2011 at 12:00 ( AM  PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser.
- 4. 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 10 Days after. If Seller is unable to convey title to the premises in accordance with the provisions of paragraph 5 below, 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 30 days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such uncurd defects as may then exist. Seller hereby agrees to make a good-faith effort to cure any title defect identified pursuant to paragraph 5 below during such period.
- 5. DEED: That the property shall be conveyed by a Maine Short Form Deeds Act Quit Claim Deed with Covenant deed, and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the premises and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
- 6. 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.
- 7. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
- 8. 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. If the premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the earnest money deposit, or close this transaction and accept the premises in their as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
- 9. PRORATIONS: The following items shall be prorated as of the date of closing:
  - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
  - b. Fuel
  - c. Metered utilities, such as water and sewer, 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.
  - f. \_\_\_\_\_

\* THE LAST CLOSING ONLY IS MET.

Page 1 of 4 Buyer's Initials KMG Seller's Initials [Signature]

10. INSPECTIONS: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or 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:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	i. Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	j. Pests	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
c. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	k. ADA	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	l. Wetlands	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	m. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days
f. Asbestos Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	n. Zoning	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
g. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	o. Insurance	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
h. Flood Plain	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days	p. Other <u>Bank req</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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.

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Purchaser shall have N/A days from the effective date of the Contract to review leases of the property and income and expense information regarding the property, which leases and information Seller shall make available to Purchaser at a convenient time and location. 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 time period set forth herein, this contingency is waived by Purchaser.

12. FINANCING: Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within \_\_\_\_\_ days from the effective date of this contract a written commitment (the "Commitment") from a lender for a mortgage loan of not less than \_\_\_\_\_ % of the purchase price at an initial interest rate not to exceed \_\_\_\_\_ % per annum and amortized over a period of not less than \_\_\_\_\_ 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 45 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 is unable to obtain the Commitment and does not notify Seller that Purchaser has failed to obtain the Commitment within the time limit set forth above, then Purchaser shall be in default of this Agreement.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that N/A ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller; N/A ("Selling Agent") is acting as a \_\_\_\_\_ agent in this transaction and is representing \_\_\_\_\_ and that Roxane A. Cole ("Listing Agent") is acting as a \_\_\_\_\_ agent in this transaction and is representing Maine Turnpike Authority (Transaction Broker, Selling Agent and Listing Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: If Purchaser fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall ~~return the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies.~~ *RETHN* Should Seller elect to return the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate Commission regulations. 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 may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. 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 action and/or in connection with any dispute relating to this Contract and/or the Deposit. *ADD* *DM*

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

16. 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.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
18. 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.
19. 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. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties.
20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Brokerage Relationships Form.
21. ADDENDA: This contract has addenda containing additional terms and conditions: Yes \_\_\_\_\_ No X .
22. EXTENSION: Seller and Purchaser agree to extend the following date(s) set forth in this Contract to the new dates shown:
- Date for \_\_\_\_\_, changed from \_\_\_\_\_ to \_\_\_\_\_.
- Date for \_\_\_\_\_, changed from \_\_\_\_\_ to \_\_\_\_\_.
- Date for \_\_\_\_\_, changed from \_\_\_\_\_ to \_\_\_\_\_.
23. The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

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.

KMG PROPERTIES, LLC  
~~Saturday's Child Ventures, LLC A LTD Liab~~  
~~Co to be Formed~~  
Legal Name of Purchaser

~~\_\_\_\_\_~~  
~~To Be Determined~~  
Social Security # or Tax I.D. #

[Signature]  
Signature  
By its AUTHORIZED AGENT MJE

[Signature]  
Name/Title, there unto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of \_\_\_\_\_ In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this 29<sup>th</sup> day of November, 2011

MAINE TRANSFER AUTHORITY  
Seller  
[Signature]  
Signature

01-6001009  
Social Security # or Tax I.D. #  
EXECUTIVE DIRECTOR  
Name/Title, there unto duly authorized

Roxane Cole Commer'l R Est LLC  
Escrow Agent  
  
Signature

Name/Title

The Listing Agent is Roxane A. Cole of Roxane Cole Commercial Real Estate, LLC (Agency)  
The Selling Agent is N/A of N/A (Agency)  
The Transaction Broker is N/A of N/A (Agency)

EFFECTIVE DATE OF CONTRACT: \_\_\_\_\_

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SAMUEL M. ZAITLIN, BIDDEFORD, CHAIRMAN  
LUCIEN B. GOSSEIN, LEWISTON, VICE CHAIRMAN  
EARL L. ADAMS, E. PITTSTON, MEMBER  
JANIS B. COHEN, STANDISH, MEMBER  
HARLAND C. GOODWIN, SOUTH BERWICK, MEMBER  
JANE L. LINCOLN, HALLOWELL, MEMBER EX OFFICIO

PAUL E. VIOLETTE  
EXECUTIVE DIRECTOR

MARGARET A. TRUEWORTHY  
SECRETARY-TREASURER

NEIL R. LIBBY  
DEPUTY EXECUTIVE DIRECTOR  
CHIEF FINANCIAL OFFICER

PETER S. MERFELD, P.E.  
CHIEF OPERATIONS OFFICER

## Maine Turnpike Authority

430 RIVERSIDE STREET  
PORTLAND, MAINE 04103

### RESULTS OF ASBESTOS SURVEYS DONE AT THIS SITE

#### DO NOT REMOVE FROM SITE

This booklet is for informational purposes only.

No demolition or modification at this location is allowed until the Building Maintenance Supervisor; Environmental Services Coordinator and Loss Prevention Specialist have been contacted. Reference: National Emissions Standards for Hazardous Air Pollutants, Asbestos (40 CFR 61, Subpart M) "NESHAPS".

In accordance with Maine Department of Environmental Protection (MEDEP), Chapter 425, Asbestos Management Regulations, the determination of asbestos and asbestos containing materials will be done by authorized personnel only.

Original asbestos surveys are kept at the Main Office. Building Maintenance and the Chairperson on the Labor side of the Safety Committee has a copy of information on all sites.

The point of contact at the MTA for asbestos related questions is the Environmental Services Coordinator at telephone number (207) 828-5824.



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on Recycled Paper

TELEPHONE (207) 871-7771

TURNPIKE TRAVEL CONDITIONS 1-800-875-7453  
[www.mainturnpike.com](http://www.mainturnpike.com)

FACSIMILE (207) 871-7739





ENVIRONMENTAL SAFETY & HYGIENE ASSOCIATES, INC.

- Indoor Air Quality
- OSHA Compliance
- Asbestos Consulting
- Training
- Lead Consulting
- Industrial Hygiene

# ASBESTOS DETERMINATION REPORT

Maine Turnpike System

Interchange No. 1 through Interchange No. 10

Prepared for

Robert J. Driscoll, P.E.  
HNTB Corporation  
2 Thomas Drive  
Westbrook, Maine 04092

Prepared by

Environmental Safety & Hygiene Associates, Inc.

ESHA Project # 2303

*November 30, 2000*



ENVIRONMENTAL SAFETY & HYGIENE ASSOCIATES, INC.

- Indoor Air Quality
- OSHA Compliance
- Asbestos Consulting
- Training
- Lead Consulting
- Industrial Hygiene

## EXECUTIVE SUMMARY

Environmental Safety & Hygiene Associates, Inc. (ESHA) was retained by the HNTB Corporation to conduct asbestos determinations and testing of Maine Turnpike Authority buildings to include service areas, toll plazas, maintenance areas, and administration buildings between Interchanges No.1 through No.10. The asbestos determination was conducted in response to scheduled renovations and long term documentation of the presence of asbestos building materials in each building.

### *Work Locations*

#### SERVICE AREAS (Restaurant and Service Station)

- Mile 24 (Northbound and Southbound)

#### TOLL PLAZAS (utility buildings, toll booths, tunnels, utility pits, generator buildings and canopies)

- Interchange 1 York (utility building excluded)
- Interchange 2 Wells
- Interchange 4 Biddeford (new building on north side of plaza excluded)
- Interchange 5 Saco
- Interchange 6A (new building on north side of plaza not included)
- Interchange 7 South Portland
- Interchange 8 Westbrook
- Interchange 9 Falmouth
- Interchange 10 Portland North

(The following toll plazas are not included due to their recent construction)

- Interchange 3 East Kennebunk
- Interchange 3 West Kennebunk
- Interchange 6 Scarborough
- Interchange 7A East Jetport
- Interchange 7A West Jetport

MAINTENANCE AREAS (only buildings noted below)

York Maintenance (Not Included 1995 Construction)

Mile 8 Southbound

- Building No. 1 Salt Shed
- Building No. 2 -3 Bay Garage

Kennebunk Maintenance

- Building No. 1-8 Bay Garage
- Building No. 2-8 Bay Garage
- Building No. 3A-Main Office, Parts and Storage Building
- Building No. 3B-4 Bay Garage
- Building No. 4- Quonset Hut
- Building No. 5-Salt Shed
- Building No. 6-Salt Shed
- Building No. 7-Flammable Storage Building
- Building No. 8-Intentionally Left Blank
- Building No. 9-Tool Shed
- Building No. 10-3 Bay Garage
- Building No. 11-Sand /Salt Shed (excluded due to recent construction)

OTHER BUILDINGS

- Maine Turnpike Headquarters -430 Riverside Street

(Note: Crosby Maintenance Complex was tested in June of 2000 and a separate report of ESHA findings was issued at that time).

*Intent – Asbestos Survey*

The intent of the asbestos determination survey was to identify, sample, and quantify accessible suspect building materials that may contain asbestos and could be impacted by renovations or maintenance activities. The site evaluation was performed initially by conducting a walk through of the areas to be impacted, developing a list of accessible suspect building materials, followed by physical sampling and analysis.

The asbestos survey report is a defined overview of the majority of the asbestos materials identified in each area. The Maine Turnpike Authority can anticipate that the building materials sampled and found to contain asbestos have been identified as indicated in this report. Due to the nature of renovations and construction dates of each site one should anticipate some hidden asbestos materials behind walls, ceiling, and underground systems.

If major modifications, renovations or demolition are to be conducted ESH recommends that a competent person as required and defined by the USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP's) be present on-site during renovations or demolition. Due to the limited nature of any asbestos survey NESHAP's requires that a person trained to identify asbestos building materials be available during such activities.

*General Materials Evaluated and/or Tested*

During the inspection several types of building materials that may or may not contain asbestos were tested for asbestos. The general list of tested materials is as follows:

*Roofs*

- Perimeter Flashing
- Chimney Flashing
- Roof Surface
- Roof Underlayment
- Roof Substrate

*Mechanical*

- Pipe Insulation
- Tank Insulation
- Boiler Insulation
- Boiler Liners

- Fire Protection (spray-on insulation)
- Fire Stops
- Chimney Liners
- Ducts

#### *Buildings*

- Floor Tile
- Tile Adhesive
- Floor Systems Paper
- Plaster Systems
- Gypsum Systems
- Wall Insulation
- Interior and Exterior Wall Coverings
- Countertop Laminates and Adhesives

#### *General Findings*

##### *Asbestos Building Materials*

Asbestos building material investigations and bulk sampling was conducted within the boundaries of each building at each site. ESHA collected approximately 1,200 bulk building material samples to include plaster wall / ceiling systems, pipe cover / mudded fittings, vinyl floor tiles, adhesives, linoleum, and other suspect materials. The analysis indicates that the majority of the building materials within the boundaries of the facilities are not asbestos-containing (see bulk sampling summaries).

The majority of the asbestos materials found at the facilities are located on the exterior roof systems or in the flooring systems. Some thermal system insulation in the form of asbestos mudded fittings were found at the Mile 24 North and Mile 24 South Food Service Facilities.

##### *Recommendations - Asbestos Materials*

The majority of the accessible asbestos materials are in good condition and the recommended response action is maintenance, in-place under an Operations and Maintenance (O&M) program. ESHA recommends the development and implementation of asbestos removal plans and specifications for any other material(s) to be impacted by renovations or demolition.

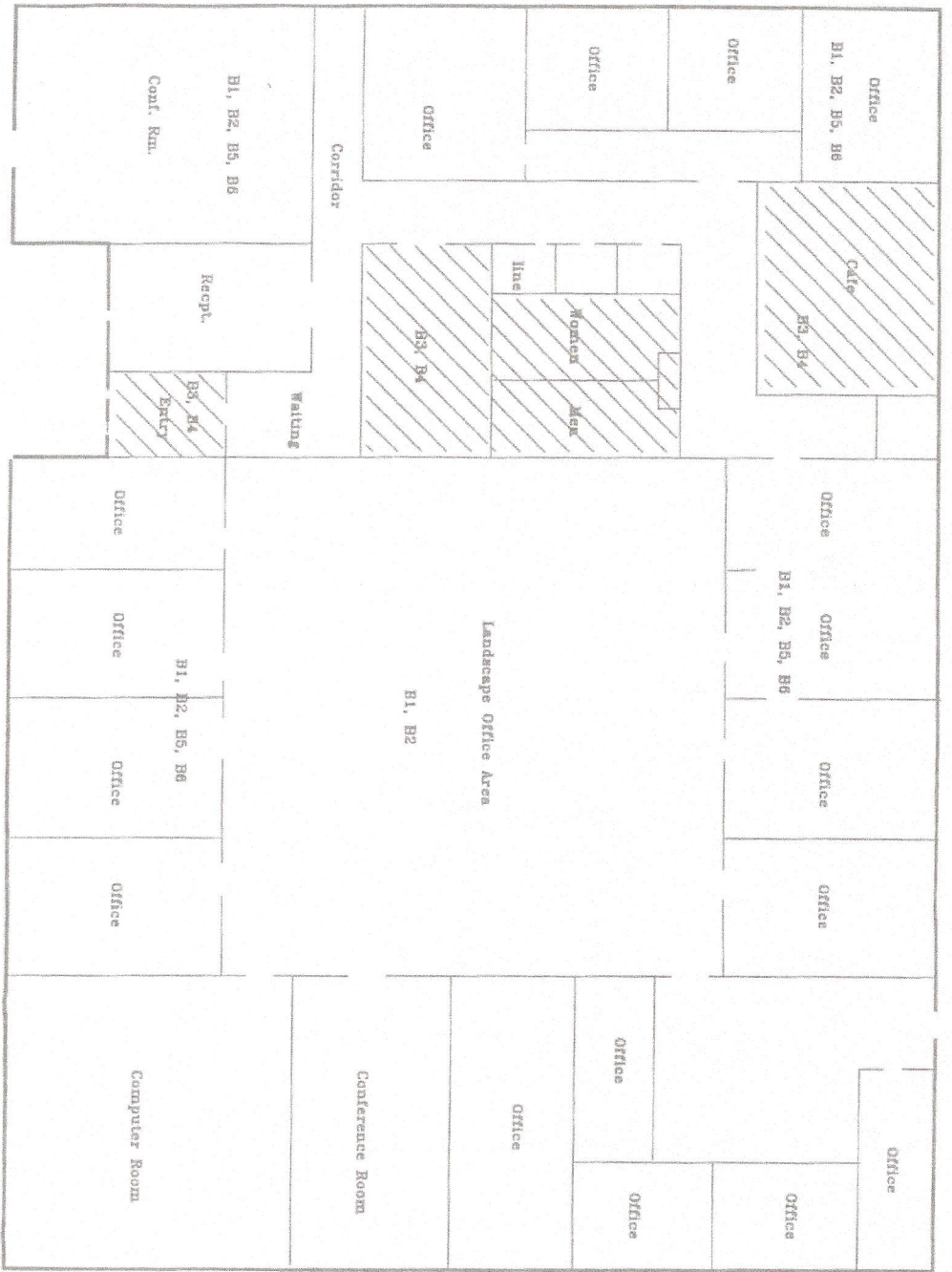
### *In-place Management*

During the site evaluations and asbestos determinations, any material identified as asbestos was evaluated for condition. If any materials were found in a condition that warranted an immediate response a design plan as developed and a response action was completed. The remaining asbestos building materials were in good at the completion of this study.

In-place Management of asbestos containing building materials is an acceptable and cost effective level of response. As with any type of asbestos building material they can be subject to wear, damage of failure due to age, and inadvertent damage by maintenance staff and outside contractors. Several asbestos material management protocols should be implemented and may include periodic surveillance, asbestos awareness information distributed to outside vendors and contractors, and labeling.

### *Cost Estimates*

Cost estimates for removal and disposal of the asbestos building materials identified in this report have been provided based on several factors, existing site conditions, current regulations, disposal fees, labor rates, and anticipated phasing of a removal sequence. The cost estimates include removal, disposal, and permits only. No fees have been included for replacement of removed products or air monitoring if required.



 Asbestos Flooring

430 Riverside Street

<b>ESH</b> Environmental Safety & Hygiene Associates, Inc.	
<b>Client:</b> MAINE TURNPIKE AUTHORITY	
<b>Project:</b> Asbestos Renovation Survey Portland Office Complex	
<b>Date:</b> 10/06	<b>Drawn:</b> BWH
<b>Scale:</b> N/A	<b>Appr:</b> JPL
<b>File:</b> Portland.dwg	

# Asbestos Building Materials Summary

430 Riverside Street - Portland

## Main Office Building

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### *Building Materials Evaluated or Tested*

#### Main Office Building

- Gypsum Wall Panels
- 2' x 2' Ceiling Tiles
- 12" x 12" Floor Tiles
- Adhesive Under Floor Tiles
- Adhesives Under Carpeting
- Cove Base Molding
- Adhesive Behind Cove Base Molding
- Mechanical System (Boiler / piping)

### *Asbestos Containing Building Materials*

- 12" x 12" Floor Tiles
- Adhesive Under Floor Tiles

### *Asbestos Materials Inventory*

LOCATION	MATERIAL	QUANTITY	CONDITION	RECOMMENDATION	COST
Men's Room	12" x 12" Tiles / Glue	120 sq. ft.	Good	Manage in-place	\$1,200
Women's Room	12" x 12" Tiles / Glue	120 sq. ft.	Good	Manage in-place	\$1,200
Entry	12" x 12" Tiles / Glue	100 sq. ft.	Good	Manage in-place	\$1,200
Copy Room	12" x 12" Tiles / Glue	160 sq. ft.	Good	Manage in-place	\$1,800
Cafeteria	12" x 12" Tiles / Glue	180 sq. ft.	Good	Manage in-place	\$1,800

No other accessible suspect asbestos building materials are anticipated at the Main Office Facility. If any suspect material(s) that not have been documented in this survey are encountered during destructive renovations or demolition, additional sampling should be conducted to determine if asbestos is present.



# Asbestos Bulk Sample Summary

## Main Office

430 Riverside Street

Sample #	Location	Description	%Asbestos
B-1a	Office	Gypsum Wall Panels/White	None Detected
B-1b	Conference A	"	"
B-1c	Open Space	"	"
B-1d	Office	"	"
B-1e	Office	"	"
B-2a	Office	2' x 2' Ceiling Tile/White	None Detected
B-2b	Conference A	"	"
B-2c	Office	"	"
B-2d	Office	"	"
B-2e	Office	"	"
B-3a	Entry	12" x 12" Floor Tile/Cream	1.3% Chrysotile
B-3b	Copy Room	"	Homogeneous
B-3c	Lounge	"	Homogeneous
B-3d	Women's	"	3.5% Chrysotile
B-3e	Men's	"	Homogeneous
B-4a	Entry	Flooring Adhesive Under Tile/Yellow	None Detected
B-4b	Copy Room	"	"
B-4c	Lounge	"	"
B-4d	Women's	"	"
B-4e	Men's	"	"

# Asbestos Bulk Sample Summary

## Main Office

430 Riverside Street

Sample #	Location	Description	%Asbestos
B-5a	Conference A	Adhesive Under Carpet/Yellow	None Detected
B-5b	Lobby	"	"
B-5c	Office	"	"
B-5d	Office	"	"
B-5e	Office	"	"
B-6a	Open Area	Cove Base Molding Baseboard/Black	None Detected
B-6b	Office	"	"
B-6c	Conference A	"	"
B-7a	Open Area	Adhesive on Baseboard/Brown	None Detected
B-7b	Office	"	"
B-7c	Conference A	"	"