

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND

# BUILDING PERMIT

This is to certify that CITY OF PORTLAND

Located At 2 BOYD

Job ID: 2011-06-1265-SE

CBL: 022 - - F - 023 - 001 - - - -

has permission to erect 10' x 10' tent

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

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

Fire Prevention Officer

Code Enforcement Officer / Plan Reviewer

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY  
PENALTY FOR REMOVING THIS CARD**

*[Handwritten signature and date 2/5/11]*

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

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

Job No: 2011-06-1265-SE	Date Applied: 5/31/2011	CBL: 022 - - F - 023 - 001 - - - - -	
Location of Construction: 2 BOYD ST	Owner Name: CITY OF PORTLAND	Owner Address: 389 Congress ST PORTLAND, ME 04101	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name: Cultivating Community - William Burke	Phone: 207-253-3291	Permit Type: <b>TENT</b>	Zone: <b>R-6</b>
Past Use:  Community Garden	Proposed Use:  Community Garden - with 10' x 10' tent for temporary stand to sell produce for season	Cost of Work: 1000.000000	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved <i>w/ Conditions</i> <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: Type: <i>Temp Structure</i>
Proposed Project Description: Erect 10' x 10' tent for temporary stand to sell produce for season		Signature: <i>CAPT. R. Gauthier</i>	
		Signature: <i>[Signature]</i>	
		Pedestrian Activities District (P.A.D.)	

Permit Taken By:	<b>Zoning Approval</b>		
	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date: <i>Okwladin</i> <i>6/1/11 ABM</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in Dist or Landmark <input type="checkbox"/> Does not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>ABM</i>
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building Permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.			

**CERTIFICATION**

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

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



22-F23 2 Boyd St.

66 6/1/11

# 2011061265 new

# Tent/Canopy or Temporary Event Staging 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/Park of Installation 70 Oxford St. Boyd St. Community Garden		
Date of Set up/Event July 6	Date of Breakdown/ End of Event Oct 26	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 002 # 001	Property Owner: City of Portland	Telephone: 761-4769
Lessee/Buyer's Name (If Applicable) 002 F023 MAY 31 2011	Applicant name, address & telephone: Cultivating Community 52 Mayo St. Portland Me 04104	Fee: \$30.00
<p>The permit fee and the following items must be completed and submitted along with this application in order to receive a permit.</p> <ol style="list-style-type: none"> <li>Certificate of Flammability</li> <li>Letter of approval from property owner. <i>lease attached</i> If the City is owner, attach a completed copy of Application to Use City Parks &amp; Public Space from Parks &amp; Recreation (756-8275).</li> <li>Company name of installer (contact info).</li> <li>Plot Plan showing the following: Tent/Canopy or temporary event staging locations, including dimensions, exits and entrances of proposed and existing, parking and existing building locations. If this is temporary staging, you will need to include product information. (Applicant may call Parks &amp; Recreation for maps of Portland's Parks @ 756-8275).</li> <li>If the City is the property owner, Certificate of Insurance listing the City as additional insured. Minimum amount of coverage is \$400,000.00</li> </ol>		
<p>Who should we contact when permit is ready: <u>William Burke</u> Address: <u>52 Mayo St. Portland Me 04104</u> Telephone: <u>233-3291</u></p>		
<p>Please submit all of the information outlined in the Tent/Canopy and Event Staging Permit Application as one package. Failure to do so will result in the automatic denial of your permit.</p>		

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 visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections 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 of applicant:	Date: 5/31/11
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**This is not a permit; you may not commence ANY work until the permit is issued.**

To the Portland, Maine Permitting Department,

This letter is to explain in greater detail the application by Cultivating Community for a "temporary event" permit at the Boyd Street Community Garden. This "temporary event" permit follows the requirements of a Temporary Stand (Sec. 14-407) in the city code as well as the "temporary event" application. As follows:

We will use a Ez Up tent model Sierra II 10x10. Certificate of Flammability attached.

✓ Table space will be no more than 100 sq. ft. as required by code.

A lease agreement between the City of Portland and Cultivating Community is attached.

We have the required Liability Insurance for this Temporary Stand. See attached.

✓ We will observe and respect the requirements of proximity outlined in the code. Please see site map for detailed location of Temporary Stand

✓ Cultivating Community is a non-profit and will be marketing produce from other managed gardens in Maine.

We will be selling flowers, herbs, vegetables, fruits.

The market will run on Wed. from approximately 12- 4 pm and from July 6 - Oct. 26.

This will be a seasonal and temporary market.

This Temporary Stand will operate with the oversight of Cultivating Community staff.

Please contact cultivating Community with any further questions.

Thank you.

**Sec. 14-406. Garages.**

No building in any zone shall be erected, altered or used as a garage for the storage of more than three (3) motor vehicles or for the business of repairing motor vehicles, if any part of either old or new building when completed would be closer than five (5) feet to any part of any church, public or private hospital or school; or if any part of either old or new building when completed would be less than fifteen (15) feet from the boundary line of any lot upon which any part of any church, public or private hospital or school is located. No existing garage used for the storage of more than three (3) motor vehicles or for the business of repairing motor vehicles shall be deemed to become a nonconforming use through the subsequent erection of such church, hospital or school closer than the aforesaid distance to such a garage.

(Code 1968, § 602.18.E)

**Sec. 14-407. Temporary stands.**

(a) No premises shall be used for business purposes consisting of temporary stands, booths, platforms or vehicles intended for the sale of merchandise or other mercantile purposes, if any part of such stand, booth, platform or vehicle is proposed to be located nearer than one hundred twenty-five (125) feet to any residence zone, except that stands for the sale of agricultural products shall be permitted as specified in division 2 of this article.

\* (b) A single produce stand shall be permitted on the premises of a community garden for the sale of flowers, vegetables, herbs or fruit produced on the premises; provided that the stand is no more than one hundred (100) square feet in floor area or open table area and is located a minimum of five feet from any property line; and that sales are limited to two days per week between the hours of 9:00 a.m. and 6:00 p.m. during the growing season from May 25 through October 31. The use of produce stands shall be seasonal and temporary. Any properly permitted structure may remain on the premises year round. If the community garden is owned or operated by a non-profit organization, sales of flowers, vegetables, herbs or fruit produced in other gardens or farms in Maine owned or operated by said organization shall be permitted within the same limitations listed above. For purposes of this section, community garden means a parcel of open land used for the cultivation of flowers, vegetables, herbs, or fruit by a group of city residents either jointly as a single plot or through individual garden plots



# WARNING

## KEEP ALL FLAME AND HEAT SOURCES AWAY FROM THIS TOP FABRIC

This top is made with flame resistant fabric which meets **CPAI-84** specifications. **It is not fire proof.** The fabric will burn if left in continuous contact with any flame source.

The application of any foreign substance to the top fabric may render the flame resistant properties ineffective. **Important!** Carefully read and follow the instructions provided with this product.

100% Polyester • Made in China • [www.ezupdirect.com](http://www.ezupdirect.com)

Covered under one or more of the following patents: 4,607,656; 4,924,896; 5,244,001; 5,421,356; 5,485,863; 5,490,533; 5,511,572; 5,632,292; 5,632,293; 5,794,546; 5,797,412; 5,813,425; 5,865,127; 5,921,260; 5,934,301; 6,041,800; 6,070,604; 6,076,312; 6,129,102; 6,138,702; 6,192,910; 6,230,729; 6,240,940; 6,361,057; 6,363,956; 6,374,842; 6,382,224; 6,397,872; 6,412,507; 6,431,193; 6,439,251; 6,470,902; 6,502,597; 6,520,196; 6,601,599; 95704390; 94/2354; 91461; 132167; 95/0693; 95/6140; 95/6141; 84107895; 684,978; 2123096; 190486; 289754; 215344; 701077; 2128935; 2949648; 48648; DE 695 10 919 T2; W096/03561. International Design Registration No. DM/009515 Benelux Design Registration No. 16959-04. Other US and foreign patents pending. © Copyright 2008 International E-Z UP, Inc. USA. All rights reserved.



## International E-Z UP Inc. Certificate of Fabric Flame Resistance

International E-Z UP , Inc. warrants that the fabrics used in this E-Z UP Brand Shelter / Tent ( \* small tent ) that is displaying a sewn on "Warning label" has been certified by the manufacturer or its supplier as having been made of a flame resistant material so that:

The Fabric (**500D Polyester**) has been independently tested and shown to meet or exceed the minimum requirements of the CPAI- 84 Specification for wall and top material.

The CPAI-84 Specification meets the requirements in the following codes:

- California State Fire Marshal, Title 19, Subchapter 1, Article 4 section 332 (a) (2)

### **Definition :**

- Small Tent . A tent designed for use by less than 10 people. (California State Fire Marshal, Title 19, Article 2 section 310. )
- CPAI-84 : Fabrics complying with the flame resistance requirements set forth in "A Specification for Flame-Resistant Materials Used in Camping Tentage" 1995 revision.

Copies of an independent test laboratory's certification to the above standards are on file at

International E-Z UP Inc.  
1601 Iowa Ave.

Riverside , California 92507

and copies are available by calling 1-951-781-0843 and speaking with a customer service representative.

Certificate Update: August, 2007

### **Note:**

There has been a code interpretation regarding the definition of "tents" in California Health and Safety code section 13115 (b) and also the provisions in Article 32, Section 3216.1 of 2001 California Fire Code concerning cooking and heating apply, as of 05/2006.

**LEASE AGREEMENT BY AND BETWEEN  
CITY OF PORTLAND  
AND  
CULTIVATING COMMUNITY**

**THIS INDENTURE** made this 9<sup>th</sup> day of April, 2010, by and between the **CITY OF PORTLAND**, a municipal corporation located in Cumberland County, State of Maine (hereinafter the “**CITY**”) and **CULTIVATING COMMUNITY**, a non-profit corporation, having a place of business at 52 Mayo Street, Portland, Maine (hereinafter “**TENANT**”).

**WITNESSETH:**

**WHEREAS**, **CITY** and **TENANT** entered into a lease for certain property located on Boyd Street for use as a community garden dated May 1, 2009; and

**WHEREAS**, Coastal Enterprises, Inc. (“**CEI**”) had leased adjacent property on Boyd Street from the **CITY** for use as a community garden; and

**WHEREAS**, **CEI** terminated its lease by letter dated September 22, 2009; and

**WHEREAS**, **TENANT** desires to lease the area on Boyd Street previously leased by **CITY** to **CEI**;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

That **CITY**, for and in consideration of the rent hereinafter to be paid by **TENANT**, and other consideration, and the covenants and agreements hereinafter contained, to be kept and performed by **TENANT**, does hereby demise, lease and let unto **TENANT**, the property located in the vicinity of Boyd Street, Portland, Maine as shown on Exhibit A, attached hereto and incorporated herein by reference (“**PREMISES**”).

To have and to hold unto said **TENANT** on the following terms and conditions:

1. TERM

This Agreement shall be in effect from May 1, 2010 to April 30, 2015, unless sooner terminated as provided herein.



2. RENT

**TENANT** agrees to pay to **CITY** as rent for use and occupancy of the **PREMISES** rental in the amount of One Dollar (\$1.00) per year.

3. PURPOSES

**TENANT** shall use the **PREMISES** solely for the purpose of non-commercial gardening activities in accordance with the **CITY**'s Community Gardens Guidelines, attached hereto as Exhibit B. The produce resulting therefrom will be provided without charge to needy or low income persons. **TENANT** may use up to 10% of produce grown on **PREMISES** to make food products for sale either at cost or to raise funds for **TENANT**'s organization. The **TENANT** will not use motorized equipment on the **PREMISES** nor employ the use of chemicals. Only organic, non-toxic materials will be applied to the soil and the crops.

4. REPAIRS AND MAINTENANCE

**CITY** will provide water to the **PREMISES** and a small structure for use on the **PREMISES**. No permanent improvements may be made without the prior written approval of the **CITY**. **TENANT** may bring fill to the **PREMISES** to make it suitable for a garden. **TENANT** will be responsible for procuring all approvals and permits necessary to install and maintain the fill and garden. **TENANT** will maintain garden according to the **CITY**'s applicable standards for community gardens.

5. ASSIGNMENT

This Lease may not be assigned.

6. LIABILITY INSURANCE

**TENANT** shall provide at its own expense and keep in force during the Term, or any renewal thereof, commercial general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of Maine, selected by **TENANT**, in the amount of at least \$400,000.00 for bodily injury, death or property damage, naming the **CITY** as an additional insured thereon. **TENANT** agrees to deliver copies of the certificates of such insurance to **CITY** prior to the execution by **CITY** of this Agreement; and, thereafter, not less than thirty (30) days prior to the expiration of any such policy.

7. INDEMNIFICATION

To the fullest extent permitted by law, **TENANT** shall at its own expense defend, indemnify, and hold harmless **CITY**, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, property, or environmental damage sustained by anyone in and about the **PREMISES** or as a result of activities at the **PREMISES**, including, but not limited to, farming operations conducted by the **TENANT** on the **PREMISES**, resulting from any act or omission of **TENANT**, its officers, agents, servants, employees, or persons in privity with **TENANT**, except to the extent that such injury, death, or property damage results from any negligent act or omission of **CITY**, its officers, agents, employees, or servants. **TENANT** shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to **CITY** which would otherwise exist.

The foregoing provision (Indemnification) will survive either expiration or termination of this lease.

8. TERMINATION

Either party may terminate this Lease for cause at any time upon thirty (30) days' prior written notice to the other party; and, thereafter, the **TENANT** shall have no further right to use or occupancy of the **PREMISES**. Either party may terminate this lease for convenience upon a ninety (90) day written notice to the other party. All personal property shall be removed therefrom by the **TENANT** upon termination of this Lease.

9. DEFAULT

In the event that **TENANT** shall be in default in the performance of any of the terms or conditions herein agreed to be kept and performed by **TENANT**, then, in that event, **CITY** may terminate and end this Lease upon a thirty (30) day prior written notice; and, thereafter, **CITY** may enter upon said **PREMISES** and remove all persons and property therefrom if **TENANT** has failed to cure said default within said notice period. **TENANT** shall be liable to **CITY** for all costs incurred by it as a result of the **TENANT's** default and **TENANT** shall pay all costs of collection and cure incurred by **CITY**, including reasonable attorney's fees.

10. HOLD OVER

In the event that **TENANT** shall hold over and remain in possession of the **PREMISES** with the consent of the **CITY**, such holding over shall be deemed to be from month to month only, and upon all the same rents, terms, covenants and conditions as contained herein.

11. NOTICE

Notices required under this Lease shall be deemed sufficient if mailed to the parties at the following addresses:

TENANT:                   Cultivating Community  
                              PO Box 3792  
                              Portland, ME 04104

CITY:                     Joseph E. Gray, Jr., City Manager  
                              Portland City Hall  
                              389 Congress Street  
                              Portland, Maine 04101

cc:                        Corporation Counsel

12. WAIVER

Waiver by either party of any default in performance by the other of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

13. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the **PREMISES** and the use thereof.

14. SUCCESSORS AND INTEREST

All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest of **TENANT** and **CITY** respectively.

15. TERMINATION AND REPLACEMENT OF PREVIOUS LEASE

The Lease Agreement between **CITY** and **TENANT** dated April – 2009 is hereby terminated and replaced with this Lease Agreement.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Lease Agreement to be signed in its corporate name and sealed with its corporate seal by Joseph E. Gray, Jr., its City Manager, thereunto duly authorized, and **CULTIVATING COMMUNITY** has caused this Lease Agreement to be signed by Craig Lapine, its Executive Director, thereunto duly authorized, as of the day and date first set forth above.

WITNESS:

**CITY OF PORTLAND**

Sonia Bean

By: Joseph E. Gray, Jr.  
Joseph E. Gray, Jr.  
Its: City Manager

WITNESS:

**CULTIVATING COMMUNITY**

[Signature]

By: Craig Lapine  
Craig Lapine  
Its: Executive Director

STATE OF MAINE  
CUMBERLAND, ss.

April 12, 2010

Personally appeared the above named Joseph E. Gray, Jr., City Manager of the **CITY OF PORTLAND** and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the City of Portland.

Before me,

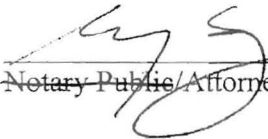
Sonia Bean  
Notary Public/Attorney At Law

STATE OF MAINE  
CUMBERLAND, ss.

April 9, 2010

Personally appeared the above named Craig Lapine, as  
Executive Director for **CULTIVATING COMMUNITY**, and made  
oath that the foregoing is his free act and the free act and deed of Cultivating Community.

Before me,

  
Notary Public/Attorney-At-Law

# PUBLIC SERVICES COMMUNITY GARDEN GUIDELINES

## 2009

### REGISTRATION AND SPRING

Registered gardeners will be notified by mail of the spring informational meeting, and sent application forms in March.

Fees (\$35 in 2009) and applications must be received by the March deadline or plots will be reassigned.

The informational meeting will be held in mid April.

Plots are to be turned over and planting begun by **May 15**. Untended plots will be reassigned after that date

Individual Portland residents may sign up for one plot.

The primary gardener may register one other name (the secondary gardener) at the time of application, which may not be changed during the season. The primary gardener will receive all mailings. The plot is not transferable to anyone other than the primary or secondary gardener.

Formally organized groups may have one plot.

It is the gardener's responsibility to keep address/phone current with Public Services Dept. If you cannot be reached, you are not considered a Portland resident.

Refunds will be given for gardeners withdrawing prior to May 15.

\*\*Clark Street, North Street, and part of Payson Park give priority to gardeners living within specified boundaries because of funding.

\*\*Payson Park gardeners may not park in the Seaside Nursing Home lot.

### GENERAL POLICIES

*Structures (trellis, hoops, supports, hardscape, fences taller than 8") are to be at least 1 1/2 feet inside plot edges.*

Permanent, low (8"), wooden raised beds may be built immediately inside plot edges.

Stones are not to be piled or used to edge - take them to the stone dump.

There is no smoking in the gardens or parking lot. Tobacco mosaic virus, carried on your hands is a serious threat to tomatoes and other plants.

No pets are allowed within the plot areas.

Please keep radios/players at home (unless with ear-phones).

Problems that occur must be corrected within one week of written notice, or the plot may be reassigned.

### MAINTENANCE DURING THE SUMMER

*Plots must be well-tended (substantially planted, weeded, & harvested, with little dropped fruit) throughout the season.*

*Paths must be kept open and fully accessible to all. Foliage may not overhang the paths. Foliage outside your plot will be removed by crews without prior notice. You may be asked to move plants that are a repeated, invasive problem.*

*Maintenance of the paths in a well weeded condition surrounding each plot, to approximately a one foot width, is the responsibility of each gardener.*

### FALL CLEANUP AND SIGN OUT

Complete fall chores and post your GARDEN CHECKOUT form in the shed if you wish to continue next year. It must be accepted by the Coordinator, indicating agreement that you have finished your fall chores. Only gardeners already registered with Public Services may complete it. If you do not turn the completed form in, no plot will be held for you next year. Late fall deadline will be specified during the fall.

Fall chores include clearing of all summer structures and crops, including non flowering annuals and perennials. Average first frost is October 3. Stakes and hoops may be neatly stacked in each bed. Fall and winter crops (root crops, kale, etc) may be left standing.

Recommended fall preparations include liming, cover crop seeding and/or digging in of organic soil

amendments, which may be provided. Mechanical tilling is not best for the soil, and is not provided.

## WAITING LIST

The list is maintained in the order that Portland residents call and apply to Public Services. (874-8872) Current gardeners who decide by the spring registration meeting not to take a plot for one year may be placed at the head of the list for the next year. Those on the waiting list may decline a plot and maintain their place. This is a one time only option.

For plots available after July 1, the charge will be prorated. Those on the waiting list may decline and maintain their place.

## GENERAL

Perennials (example strawberries, flowers) are allowed. Invasives such as (bishop's weed, horseradish) are not allowed.

Woody shrubs and trees (example blueberries, roses) are not allowed.

Pressure or other treated wood, including painted, may not be used. (Cedar resists decay well.)

Chicken wire may not be used as fencing.

Produce may not be sold on the site.

Plots may not be sub-let. They are city property.

The toolshed is for equipment that is owned by all.

Information on the bulletin board is key to good communications - it is your responsibility to keep up to date.

The City of Portland cannot guarantee protection against vandalism. We hope the fence will keep unwanted people/animals out.

The Coordinator is hired by Public Services to help with teaching, development of the site, communications, and guidelines.

Public Services provides water, trash pick up, and basic tools. Also, loads of leaves, manure, mulch, straw, lime, organic fertilizers, cover crop seed etc as possible.

## SAFE & NATURAL DEFINITIONS

Black plastic may be used but must be entirely covered with organic mulch.

Black and white or colored newspaper may be used but must be entirely covered with organic mulch

Glossy papers may be toxic and should not be used.

## ACCEPTABLE PRODUCTS

Liquids may be applied by hand held spray only.

Messenger

BT, M Track, MVP

NEEM

Insecticidal soaps

Pyrethrum

Summer oil

Seaweed/fish preparations

Garlic, hot pepper, "kitchen" mixes

PRO GRO fertilizers

Diatomaceous earth

Serenade

Spinosad

Sulfur

Wood Ash

Manures (non carnivorous)

Rock powders (lime, rock phosphate, greensand, granite dust)

## UNACCEPTABLE PRODUCTS include

Miracle Gro, Miracid, Peters, etc

5-10-5, 5-10-10 & variations

Rotenone

Sevin

Diazonin

Malathion

Methoxychlor

Pyrethrins

Slug baits with metaldehyde

Copper

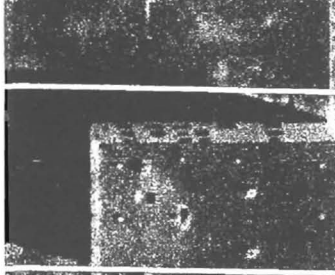
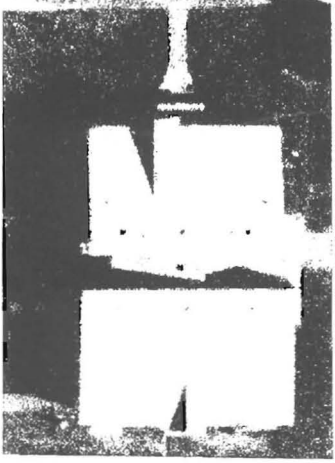
Sabadilla

Chemical formulations

File: guidelines09do

Origination: 9/9

Revised: 3/0

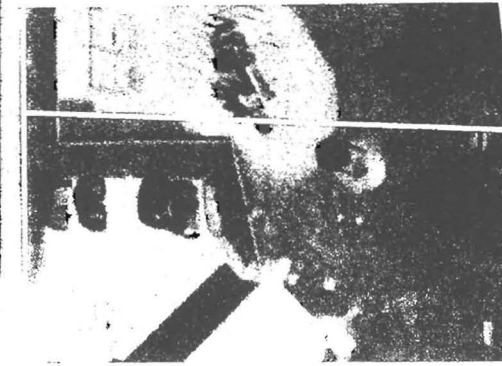


BOYD ST

↑ this site



FRANKLENS ST





# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2010

**PRODUCER**  
FARM FAMILY CASUALTY  
RALPH A. RUSSO, JR.  
2 MAIN STREET/P.O. BOX 98  
RICHMOND, ME 04357

207-737-4200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
CULTIVATING COMMUNITY INC  
107 ELM STREET SUITE 305A  
PORTLAND MAINE 04104-3792

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FARM FAMILY CASUALTY INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS & COMP/OP AGG \$
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1803C0552	07/10/2009	07/10/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	X	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$	1803E1119	11/02/2009	11/02/2010	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000 EACH OCC \$ 1,000,000 PRODUCTS \$ 1,000,000 PERS ADV INJ LIMIT \$ 1,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.				(WC STATUS) (TORY LIMITS) (OTH-ES) E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER</b> SPECIAL FARM PACKAGE	1803G1655	07/10/2009	07/10/2010	LIABILITY 1,000,000 MED PAY 5000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PROOF OF INSURANCE NAMING THE CITY OF PORTLAND AS LISTED BELOW AS CERTIFICATE HOLDER AND ADDITIONAL INSURED RE  
BOYD'S STREET GARDEN

### CERTIFICATE HOLDER

CITY OF PORTLAND

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Ralph A. Russo, Jr.*



# CITY OF PORTLAND, MAINE

Department of Building Inspections

## Original Receipt

May 31 20 11

Received from Capewell Community Center

Location of Work Bay St Community Center

Cost of Construction \$ \_\_\_\_\_ Building Fee: \_\_\_\_\_

Permit Fee \$ \_\_\_\_\_ Site Fee: \_\_\_\_\_

Certificate of Occupancy Fee: \_\_\_\_\_

Total: \_\_\_\_\_

Building (1L) \_\_\_\_\_ Plumbing (1S) \_\_\_\_\_ Electrical (12) \_\_\_\_\_ Site Plan (U2) \_\_\_\_\_

Other Ins \_\_\_\_\_

CBL: \_\_\_\_\_

Check #: 11297 Total Collected \$ 300

**No work is to be started until permit issued.  
Please keep original receipt for your records.**

Taken by: [Signature]

WHITE - Applicant's Copy

YELLOW - Office Copy

PINK - Permit Copy

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## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

Director of Planning and Urban Development  
Penny St. Louis

Job ID: 2011-06-1265-SE

Located At: 2 BOYD

CBL: 022 - - F - 023 - 001 - - - - -

## **Conditions of Approval:**

### **Zoning**

1. This permit is being issued with the condition that all the requirements of section 14-407 – Temporary Stands will be maintained.

### **Fire**

Tents shall have an approved fire resistant rating and maintain 10' between stake lines. No smoking or open flame allowed within 10'. Provide at least one 2A:10 BC fire extinguisher.

Capt. Gautreau