

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

2009-0014
Application I. D. Number
2/25/2009
Application Date
Renovations to Portland Public Market
Project Name/Description

Portland Public Market LLC
Applicant
280 Fore Street, Ste 301, Portland, ME 04101
Applicant's Mailing Address

2/25/09

Consultant/Agent
Applicant Ph: (207) 774-4811 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

320 - 320 Cumberland Ave, Portland, Maine
Address of Proposed Site
027 A001001
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Parking Lot Apt **0** Condo **0** Other (specify) _____

47647 **0** **B3**
Proposed Building square Feet or # of Units Acreage of Site Proposed Total Disturbed Area of the Site Zoning

Check Review Required:

- | | | | |
|---|---|--|--|
| <input checked="" type="checkbox"/> Site Plan (major/minor) | <input type="checkbox"/> Zoning Conditional - PB | <input type="checkbox"/> Subdivision # of lots _____ | <input type="checkbox"/> Design Review |
| <input type="checkbox"/> Amendment to Plan - Board Review | <input type="checkbox"/> Zoning Conditional - ZBA | <input type="checkbox"/> Shoreland | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Amendment to Plan - Staff Review | | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Historic Preservation |
| <input type="checkbox"/> After the Fact - Major | | <input type="checkbox"/> Stormwater | <input type="checkbox"/> Flood Hazard |
| <input type="checkbox"/> After the Fact - Minor | | <input type="checkbox"/> PAD Review | <input type="checkbox"/> Traffic Movement |
| | | <input type="checkbox"/> 14-403 Streets Review | <input type="checkbox"/> Housing Replacement |
| | | | <input type="checkbox"/> Other _____ |

Fees Paid: Site Plan **\$1,000.00** Subdivision _____ Engineer Review _____ Date **2/25/2009**

Zoning Approval Status:

Approved Approved w/Conditions See Attached Denied
Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached
 Condition Compliance _____ signature _____ date _____

Performance Guarantee Required* Not Required

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

- | | | | |
|---|----------------------------|--|-----------------------------|
| <input type="checkbox"/> Performance Guarantee Accepted | _____ date _____ | _____ amount _____ | _____ expiration date _____ |
| <input type="checkbox"/> Inspection Fee Paid | _____ date _____ | _____ amount _____ | |
| <input type="checkbox"/> Building Permit Issue | _____ date _____ | | |
| <input type="checkbox"/> Performance Guarantee Reduced | _____ date _____ | _____ remaining balance _____ | _____ signature _____ |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____ date _____ | <input type="checkbox"/> Conditions (See Attached) | _____ expiration date _____ |
| <input type="checkbox"/> Final Inspection | _____ date _____ | _____ signature _____ | |
| <input type="checkbox"/> Certificate Of Occupancy | _____ date _____ | | |
| <input type="checkbox"/> Performance Guarantee Released | _____ date _____ | _____ signature _____ | |
| <input type="checkbox"/> Defect Guarantee Submitted | _____ submitted date _____ | _____ amount _____ | _____ expiration date _____ |
| <input type="checkbox"/> Defect Guarantee Released | _____ date _____ | _____ signature _____ | |

CITY OF PORTLAND, MAINE
PLANNING BOARD

David Silk, Chair
Shalom Odokara, Vice Chair
Bill Hall
Joe Lewis
Lee Lowry, III
Janice Tevanian
Michael J. Patterson

April 1, 2009

Stephen Goodrich
Portland Public Market, LLC
280 Fore Street, Suite 301
Portland, ME 04101

Steve Weatherhead
Winton Scott Architects
5 Milk St.
Portland, ME 04101

RE: Renovations to Portland Public Market
Application ID #: 2009-0014
CBI: 027 A001001

Dear Mr. Weatherhead,

On March 24, 2009 the Portland Planning Board considered the Renovations to Portland Public Market proposal. The Planning Board reviewed the proposal for conformance with the Site Plan standards. The Planning Board voted unanimously 5-0 (Lewis and Patterson absent) to approve the application with the following motions and conditions as presented below.

SITE PLAN REVIEW

1. The Planning Board waives Section XV: Site Lighting Standards of the Portland Technical and Design Standards and Guidelines to allow for up-lighting fixtures.
2. The Planning Board finds that the plan is in conformance with the site plan standards of the City of Portland Land Use Code with the imposition of the following conditions:
 - i. Prior to the issuance of a building permit the applicant must obtain sewer and water capacity letters from the Department of Public Services and Portland Water District.
 - ii. Any new signage shall be submitted to the Planning Authority for review and approval.
 - iii. The parking requirement for the project, as presented, is 124 spaces which the applicant shall have available to serve the project at all times.

The approval is based on the submitted plans and findings related to site plan review standards as contained in Planning Board Report #14-09 which is attached.

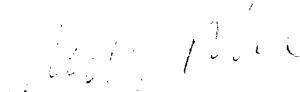
Please note the following provisions and requirements for all site plan and subdivision approvals:

1. The site shall be developed and maintained as depicted in the site plan and the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or the planning authority pursuant to the terms of this article. Any such parcel lawfully altered prior to the enactment date of these revisions shall not be further altered without approval as provided herein. Modification or alteration shall mean and include any deviations from the approved site plan including, but not limited to, topography, vegetation and impervious surfaces shown on the site plan. No action, other than an amendment approved by the planning authority or Planning Board, and field changes approved by the Public Services authority as provided herein, by any authority or department shall authorize any such modification or alteration.
2. The above approvals do not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
3. An inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning Division and Public Services Dept. prior to the release of a building permit, street opening permit or certificate of occupancy for site plans.
4. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
5. Final sets of plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.
6. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
7. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
8. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

Philip DiPierro, Development Review Coordinator, must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Eric Giles at (207) 874-8723 or by email at egiles@portlandmaine.gov.

Sincerely,



David Silk, Chair
Portland Planning Board

Attachments:

1. Planning Board Report #14-09

Electronic Distribution:

Penny St. Louis Littell, Director of Planning and Urban Development
Alexander Jaegerman, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Eric Giles, Planner
Philip DiPierro, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Tammy Munson, Inspections Division Director
Lisa Danforth, Administrative Assistant
Michael Bobinsky, Public Services Director
Kathi Earley, Public Services
Bill Clark, Public Services
David Margolis-Pineo, Deputy City Engineer
Jane Ward, Public Services
Keith Gautreau, Fire
Jeff Farling, City Arborist
Tom Errico, Wilbur Smith Consulting Engineers
Dan Goyette, Woodard & Curran
Assessor's Office
Approval Letter File
Hard Copy - Project File

**PORTLAND PUBLIC MARKET
320 CUMBERLAND AVE.
CHANGE OF USE
PORTLAND PUBLIC MARKET, LLC, APPLICANT**

Submitted to:

Portland Planning Board
Portland, Maine
March 24, 2009

Prepared by:

Eric Giles, AICP, Planner
March 19, 2009

I. INTRODUCTION

This is a report to the City of Portland Planning Board regarding a request for major site plan approval by Portland Public Market, LLC. This proposal will change the use of an existing commercial building to a mixed use building with an office and cafe. The site plan is proposed on a parcel with 47,647 sq. ft. The total floor area is being increased from 33,333 to 46,451 sq. ft. with the addition of a second level for more office space and the enclosure of the Cumberland and Preble entrance for a conference area. The applicant is proposing to retain the entrances on upper Preble Street and on Elm Street and a small cafe is proposed on the first floor off the Preble Street entry. A change of use of 10,000 square or more requires major site plan review under Portland's Site Plan Ordinance. The property is located in a B-3 Downtown Business zone.

The Planning Board has not conducted a workshop on this application and the applicant held a neighborhood meeting on March 17, 2009. Please reference **Attachment A15**.

Applicant: Portland Public Market, LLC
Technical Assistance: Steve Weatherhead, Winton Scott Architects

A. Public Notice:

184 notices were mailed announcing this Public Hearing and the legal ad appeared in the Portland Press Herald March 16 and 17, 2009. As of the writing of this report no public comment has been received.

B. Site Location:

320 Cumberland Ave

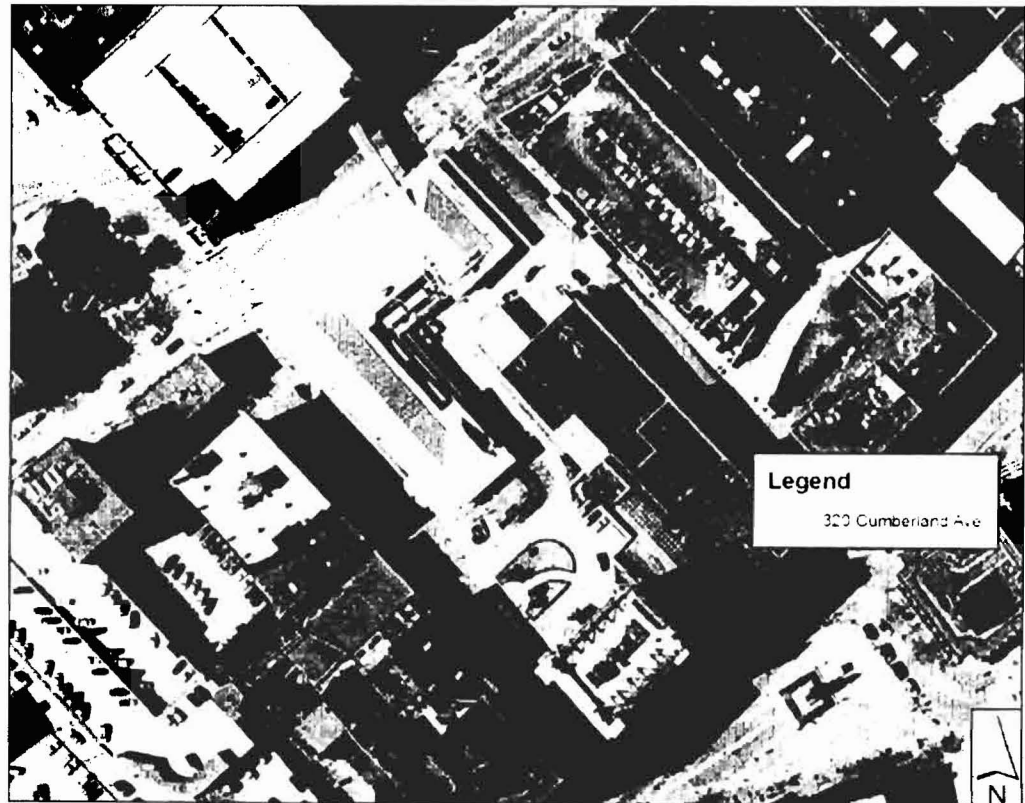


Figure #1

170 85 0 170 Feet

The main building entrances front onto Preble St. and at the intersection of Cumberland Ave and

Elm St.

C. Existing Land Use:

The building is currently vacant with no active use or tenant. The building was the site of the former Portland Public Market.

II. PROJECT DATA

Zone	B-3 Downtown Commercial
Parcel Size	46,647 sq. ft.
Parking Spaces	<i>Required: N/A – Change of Use</i> <i>Existing: 280</i>
Bicycle Parking	<i>Required: N/A – Change of Use</i> <i>Proposed: none</i>
Building Floor Area	<i>Existing: 33,333 sq. ft.</i> <i>Proposed: 46,451 sq. ft.</i>
Building Height	<i>Maximum: 65 ft.</i> <i>Existing: 39 ft.</i>
Adjacent Zoning and Land Uses	<i>North: B-3, Commercial – Parking garage</i> <i>South: B-3, Commercial/Office</i> <i>East: B-3, Financial/Institution Use – Portland Public Library</i> <i>West: B-3, Office/Commercial</i>

III. PROPOSED DEVELOPMENT

The site plan application includes interior and exterior rehabilitation modifications to the existing building. The applicant's renovation plans include the addition of a second floor to increase the usable square footage of the building from 33,333 sq. ft. to 46,451 sq. ft. (**Figure 2** and **3**). The applicant is proposing to close the Cumberland Preble entry and enclose the area for a conference room. The net increase in floor area for the conference area is 904 sq. ft. The applicant also states, the project is attempting to receive LEED Gold Certification.

Figure 2: *Renovated Interior #1*

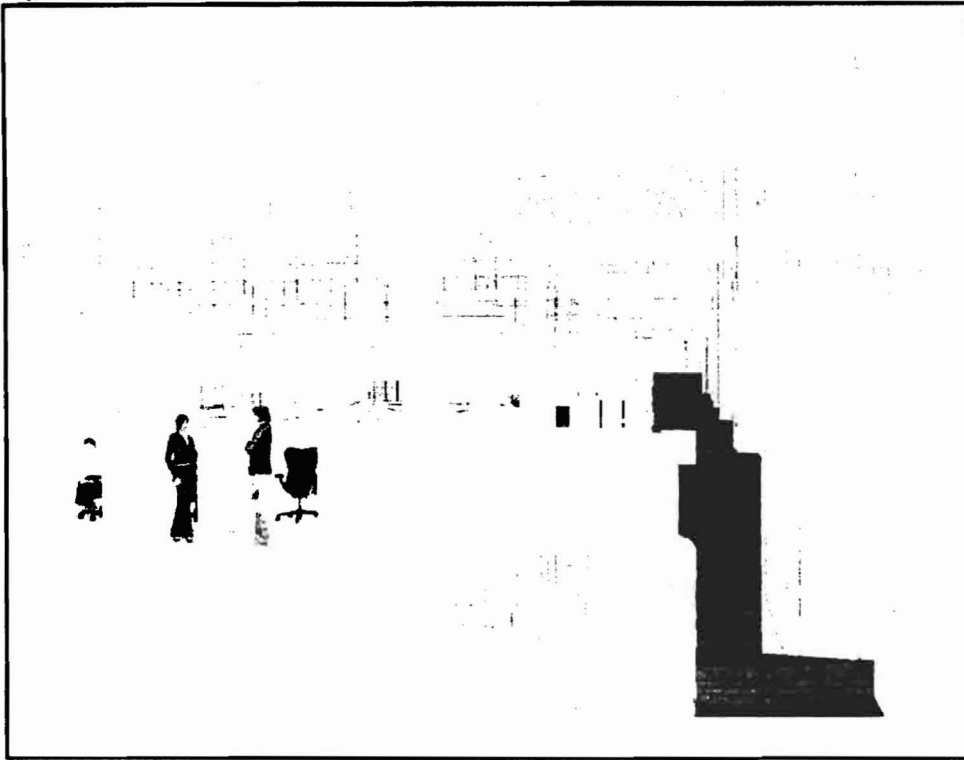


Figure 3: *Renovated Interior #2*



IV. STAFF REVIEW

The proposed development has been reviewed by staff for conformance with the zoning regulations and review standards of the site plan ordinance. Agency comments are included in the relevant sections of this report.

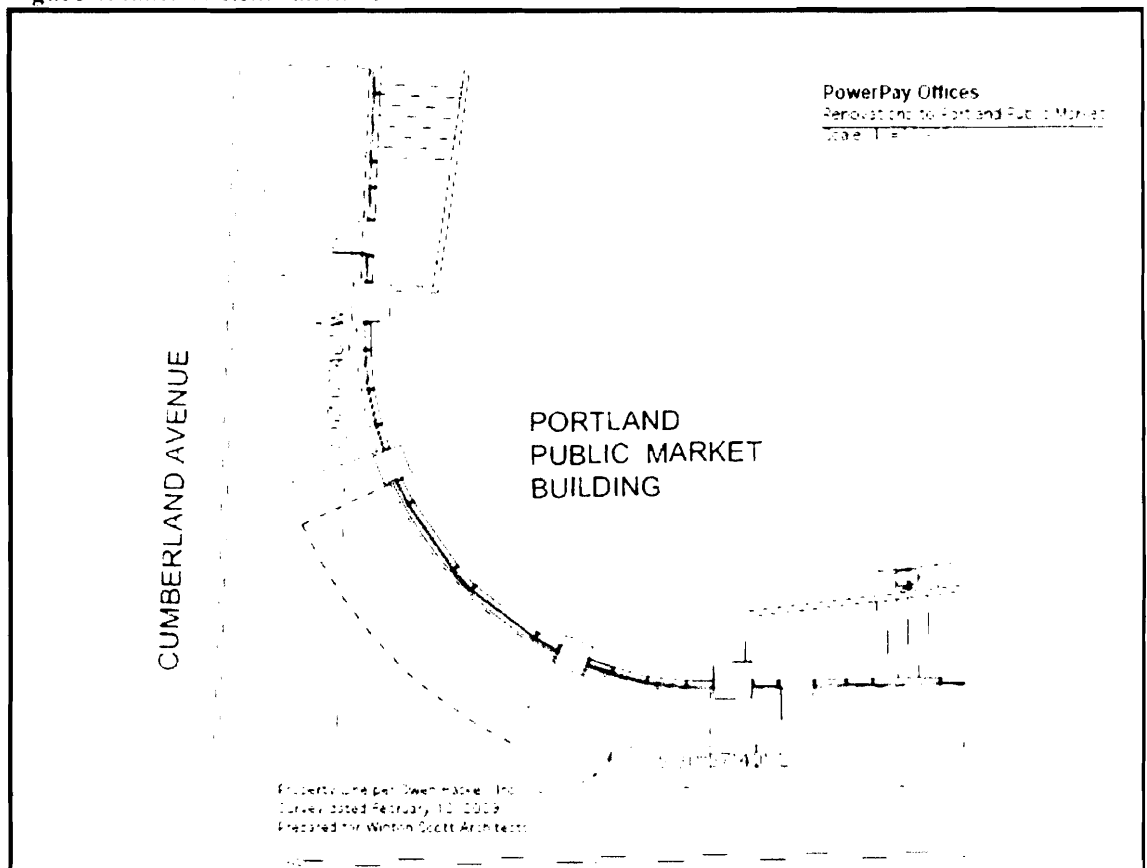
A. ZONING

The project site is located in a B-3 Downtown Commercial zoning district. The site is located outside of the B-3 Pedestrian Activity District, but it is within the PAD encouragement area. The site plan has been reviewed by the Zoning Administrator for compliance with Chapter 14 Land Use, Article III Zoning of the City of Portland Code of Ordinances.

1. Marge Schmuckal has found the proposed office use and café are permitted uses in the PAD encouragement area.
2. The Zoning Administrator commented, "There is also a small amount of build-out on the first floor (about 904 square feet) which appears to encroach on City land."

The applicant will be removing the front entry steps of the built-out portion at the intersection of Cumberland Ave. and Preble St (**Figure 4**). The removal of the existing entrance at the intersection of Cumberland Ave. and Preble St. will create a "flush" wall that does not encroach onto the public Right of Way.

Figure 4: Exterior Renovation #1



3. The site plan is compliant with the purpose, permitted uses, dimensional requirements, and external effects listed under Chapter 14 Land Use, Article III Zoning, Division 12 B-3 Downtown Business Zone, § 14-216--14-221.1 of the City of Portland Code of Ordinances.

B. SITE PLAN REVIEW

The proposed site plan has been reviewed by staff for conformance with the applicable review criteria under Section 14-526 Standards within Article V of the Site Plan Ordinance.

1. Effects on Public Health, Safety, and Environment

a. Effects on Traffic and Safety (14-526 (a)(1)(2))

- i. *Traffic Access and Circulation:* Vehicular access is provided from Elm St., Cumberland Ave., and Preble St. Access to the rear of the building is provided from a curb cut on Elm St. Pedestrian access will be provided from an entrance at the Cumberland Ave. and Elm St. intersection and Preble St. Employees will be able to access the building from the rear through existing entrances. Employees will also access the building from an elevated pedestrian bridge over Cumberland Ave. extending from the building to an adjacent parking garage.
- ii. *Traffic Trip Generation:* The Vehicular Trip Generation data submitted on behalf of the applicant by Gorrill-Palmer Consulting Engineers, concludes the proposed use will generate 120 vehicular trips in the AM peak hour and 112 trips in the PM peak hour. The traffic generation during peak hours for this use is a reduction of 10 and 35 peak hour vehicle trips in comparison to the previous use of the site (**Attachment A10 and A11**).

Tom Errico, Consulting Traffic Engineer to the Department of Public Services, has found the proposed project will not require a Traffic Movement Permit due to the fact the new use will be less than the previous use (**Attachment 3**).

- iii. *Parking:* Under Section **14-221(b) Off-street parking and loading** of the Portland Code of Ordinances, no off-street parking is required for changes of use. The traffic volume generated by the proposed office use will utilize an adjacent parking garage north of Cumberland Ave. where the applicant has an easement agreement to lease up to 280 monthly parking spaces at market rents (**Attachment A12**). Employees will be able to park at the garage and enter the building via a "Skywalk" which extends over Cumberland Ave.

Bicycle parking is not required due to the exemption from providing off-street parking. However, the applicant will install new bike racks on the rear entry of the building to accommodate up to 21 bikes. Also, existing bike racks are located on the Elm St. and Preble St. sides of the building.

b. Natural Resources Impact (14-526 (a)(8)(11)(20)(21))

- i. *Soil Erosion and Sediment Control:* As the site is previously developed no disturbance will occur that requires an Erosion and Sedimentation Control Plan.
- ii. *Stormwater Management:* Dan Goyette, P.E., Consulting Engineer to the Department of Public Services has found the project to be exempt from the Ch. 500 Stormwater Management Regulations.
- iii. *Wetlands:* No wetlands exist on the site.
- iv. *Groundwater Quantity and Quality:* The site is not located in an area of shallow groundwater.
- v. *Wildlife and Fisheries Habitats:* The site is not located in an area of wildlife and fisheries habitat.
- vi. *Unusual Natural Areas:* The site does not have any unusual natural areas.

c. Public Facilities Impact (14-526 (a)(5)(10))

- i. *Emergency Services:* The property is located in the vicinity of the Central Station Fire Department which has operating fire engines with rescue tools and medical A.L.S.

life-saving equipment.

- ii. *Water and Sewer Capacity:* As of the writing of this report no water and sewer capacity letters have been submitted from the Public Services Department or Portland Water District. The applicant has submitted sewage calculations to Frank Brancely of the Department of Public Services (**Attachment 14**).
- iii. *Storm Drains:* No additional stormwater runoff will occur from the proposed change of use. Stormwater runoff is conveyed to existing publicly maintained facilities.
- iv. *Solid Waste:* Solid waste will be stored in two new dumpsters located at the rear entry of the building (**Attachment B2**).
- v. *Schools:* The proposed use will not impact existing schools.

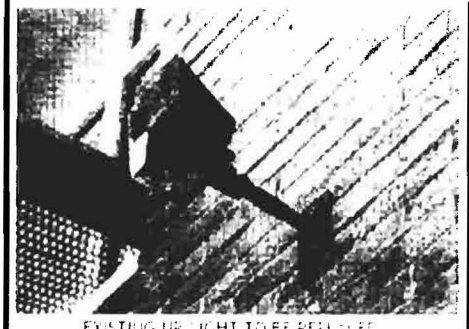
2. Impact on Neighboring Properties

- a. Proposed Building Bulk, Location or Height (14-526 (a)(3)(4))
Impact on Adjacent Property: The proposed office use is compatible with the site and will not result in any diminution in the value or utility of adjacent neighboring structures. Due to the fact no significant change to the bulk, location and height of the existing building is proposed, the building will remain consistent with the existing buildings and not result in any substantial increased wind impact, reduction in light and air, and any significant snow loading on any neighboring structure.
- b. Exterior Lighting (14-526 (a)(9))
Impact on Adjacent Property: The applicant's proposed photometrics plan includes the replacement and removal of existing light fixtures on the exterior of the building. A total of 47 wall mounted down-lights around the perimeter of the building will be removed and 20 wall mounted up-lights will be replaced (**Figures 5 and 6**).

Figure 5: Down-light to be Removed

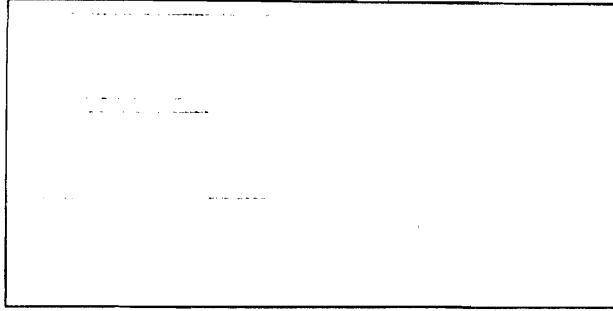


Figure 6: Up-Light to be Replaced



The applicant proposes to install black metal halide lamps that emit light upward and downward (**Figure 7**).

Figure 7: Proposed exterior light fixture



Section XV: Site Lighting Standards of the Portland Technical and Design Standards and Guidelines states, "...no direct light shall be directed at or above the horizontal plane."

The applicant states, "...the upward component of the proposed replacement luminaries is directed, not into the open sky, but rather, the up-light component will be totally cut off by the roof overhang above which projects four feet out from the building façade."

The applicant is requesting a waiver to the lighting standards which may be granted by the Planning Board.

3. Design Review

a. Landscaping, Existing Vegetation, and Open Space (14-526 (a)(6)(7))

Landscaping and Existing Vegetation: Existing street trees are located along the sidewalks on Elm St., Cumberland Ave., and Prescott St. The applicant is not providing any new landscaping facilities.

b. Historic Resources (14-526 (a)(18))

The site is not located in the Historic District and is not a designated Historic Landmark.

c. View Corridors (14-526 (a)(19))

The site plan is not mapped or located within a view corridor as defined by the View Corridor Protection Plan and therefore, does not substantially obstruct those public views to landmarks and natural features from those locations.

d. Signage (14-526 (a)(22))

The applicant has not submitted any proposed signage drawings which are subject to a sign permit.

4. Other Requirements

a. B-3 Design Standards (14-526 (a)(16))

Development located within the B-3 zone is required to comply with design standards evaluating the relationship of a proposed building to the pedestrian environment and surrounding existing development. These guidelines also evaluate a proposed building's roof-top appurtenances, shadow and wind impact, setback from existing structures, and building top. Adequacy in meeting these standards is evaluated on the basis of descriptions and illustrations in the Downtown Urban Design Guidelines.

While the project proposes a significant exterior renovation to the entrance on the corner of Preble St. and Cumberland Ave. the building will remain largely unchanged. The following review evaluates the applicable criteria of the B-3 Design Standards.

- i. *Relationship to the pedestrian environment:* The exterior design of the building in conjunction with the existing public infrastructure creates a context that contributes

positively to a pedestrian-friendly public realm. The façade incorporates a transparent building design characterized by a repeated rhythm of solid red brick pillars and slightly recessed glass windows. Although the site plan will eliminate the entrance on the corner of the Cumberland Ave. and Preble St. (**Figure 8** and **9**), the building will continue to provide clearly defined handicap accessible pedestrian connections from the street to ground level entrances at Preble St. and at the corner of Cumberland Ave and Elm St.

Figure 8: Existing Entrance at Cumberland Ave. and Preble St.

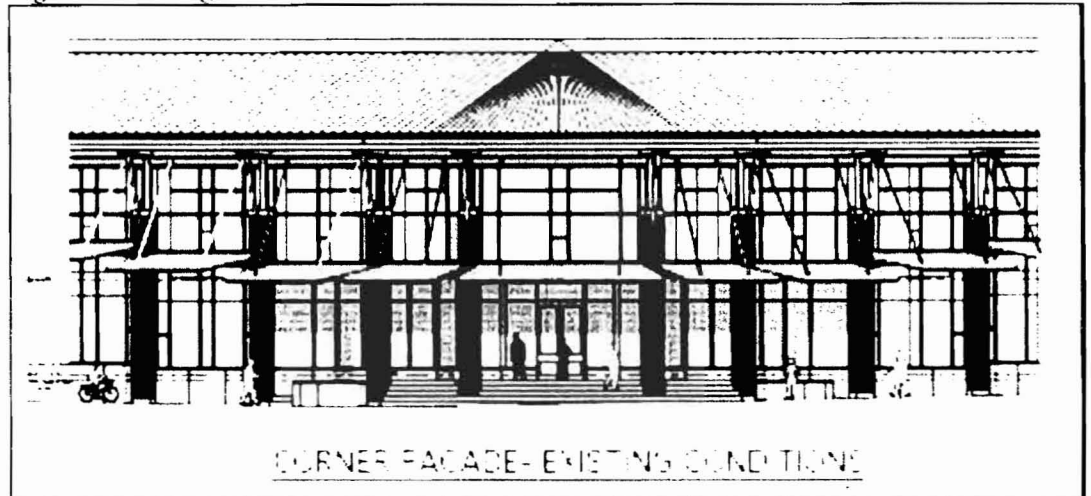
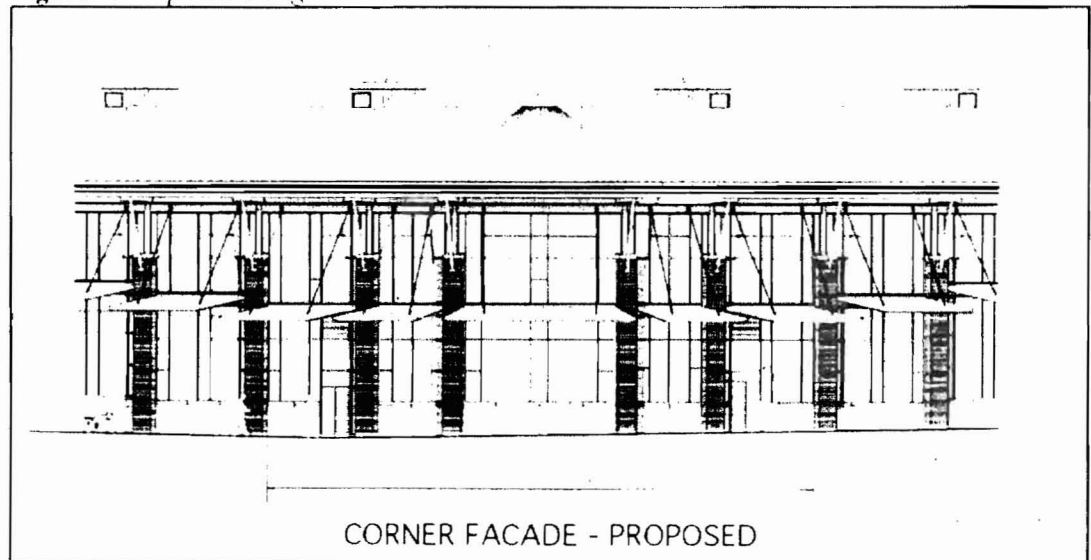


Figure 9: Proposed Design



A special feature of the building is the elevated pedestrian bridge over Cumberland Ave. which connects to the adjacent parking garage. The bridge will safely accommodate the movement of future office employees from the garage to the building.

- ii. *Pedestrian Activities District (PAD):* According to the Pedestrian Activities District Overlay Zone Map, the site is not located in the PAD Overlay Zone.
- iii. *PAD Encouragement Area:* The building and surrounding streetscape will continue to encourage maximum pedestrian use of the area. The site plan will incorporate a café on the Preble St. portion of the building which will be open to the public and accommodate outdoor seating. The proposed glass enclosure of the Preble and

Cumberland entrance for a conference area, while retaining the other two building entries, is acceptable under the PAD encouragement provisions.

- iv. *Sidewalk areas and open space*: The existing sidewalks are in compliance with the Department of Public Services standards with brick surface and granite curbing. Street trees and public lighting fixtures enhance the pedestrian environment and night time safety.
- v. *Relationship to existing development*: The existing building will continue to be a landmark building in relation to surrounding development on the block.

V. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #14-09 relevant to standards for site plan regulations, and other findings as follows.

1. The Planning Board (*waives/does not waive*) Section XV: Site Lighting Standards of the Portland Technical and Design Standards and Guidelines to allow for up-lighting fixtures.
2. The Planning Board finds that the plan (*is/is not*) in conformance with the site plan standards of the City of Portland Land Use Code.

Attachments:

Planning Dept. Correspondence

1. Planning Board Approval Letter 2/24/97
2. Marge Schmuckal, Zoning Administrator 1/30/09
3. Tom Errico, Consulting Traffic Engineer 3/16/09

A. Applicant's Submittal

1. Steve Weatherhead Letter 3/9/09
2. Steve Weatherhead Cover Letter 2/19/09
3. Application 2/19/09
4. Project Description Location
5. Written Statements
6. List of Abutters
7. Applicant Experience
8. Project Directory
9. Financial Capacity
10. Gorrill-Palmer Consulting Engineers 3/9/09
11. Gorrill-Palmer Consulting Engineers 2/12/09
12. Easement Agreement (Copy) 6/4/08
13. Larry Bartlett, P.E. Letter 3/11/09
14. Eric Pflugradt, CPD Letter 3/4/09
15. Neighborhood Meeting Certification 3/17/09

B. Plan Set

1. Survey
2. Site Plan I.1.1
3. First Floor Plan A1.1
4. Second Floor Plan A1.2
5. Existing Corner Elevations A3.1
6. Proposed Corner Elevations A3.2
7. Building Elevations A3.3
8. Building Elevations A3.4
9. Photometrics Plan PH1.1

Portland Public Market ~~LLC~~

Applicant: Power Toy Office

Date: 2/24/09

Address: 320 Cumberland Ave C-B-L: 027-A-1

CHECK-LIST AGAINST ZONING ORDINANCE

09-0381

Date -

Zone Location -

B-3

change of use: Alt. stairs to existing Bldg

Interior or corner lot -

(circled)

increase square footage from 33,333 sq ft

Proposed Use/Work -

close in 1st floor area of 53,115 sq ft (2nd floor addition)

Sewage Disposal -

Cumberland & Preble St 19,782 sq ft

Lot Street Frontage -

28665
27761
904 ft

(230 people in a single shift)

Front Yard -

Rear Yard -

Side Yard -

Can go up to property line

Projections -

Width of Lot -

Height -

Lot Area -

Lot Coverage/ Impervious Surface - 100% allowed

Area per Family - N/A

Off-street Parking - No park for change of use 14-22(b)

$53,115 \div 400 = 132.78 \text{ or } 133 \text{ pkgs}$

Loading Bays - existing one in Rear

new floor area $\leftarrow 19,782 \div 400 = 49.5 \text{ or } 50 \text{ pkgs for new floor area}$

Site Plan -

No # yet # 2009-0014

Shoreland Zoning/ Stream Protection - N/A

Noise - taking out existing woods

Flood Plains - Panel B Zoned

Encouragement on Preble St only 200 parking spaces in the attached garage per a lease of Cumberland? (circled)

MEMORANDUM

To: FILE

From: Marge Schmuckal

Dept: Zoning

Subject: Application ID: 2009-0014

Date: 2/26/2009

This property is located within the B-3 Business Zone with a Pedestrian Encouragement District along Preble Street. The B-3 Zone allows office uses. Change of uses within the B-3 Zone (14-221(b)) do not require any parking to be shown. This project also is proposing to increase floor area for the second floor of about 19,782 square feet. There is also a small amount of build-out on the first floor (about 904 square feet) which appears to encroach on City land.

It has been reported that with the alterations, there will be 53,115 square foot of total floor area. If parking standards had to be met for this use on all of the floor area, there would be a requirement of 133 parking spaces. Submitted information (lease) shows that this property has 280 parking spaces allotted to it within the attached parking garage.

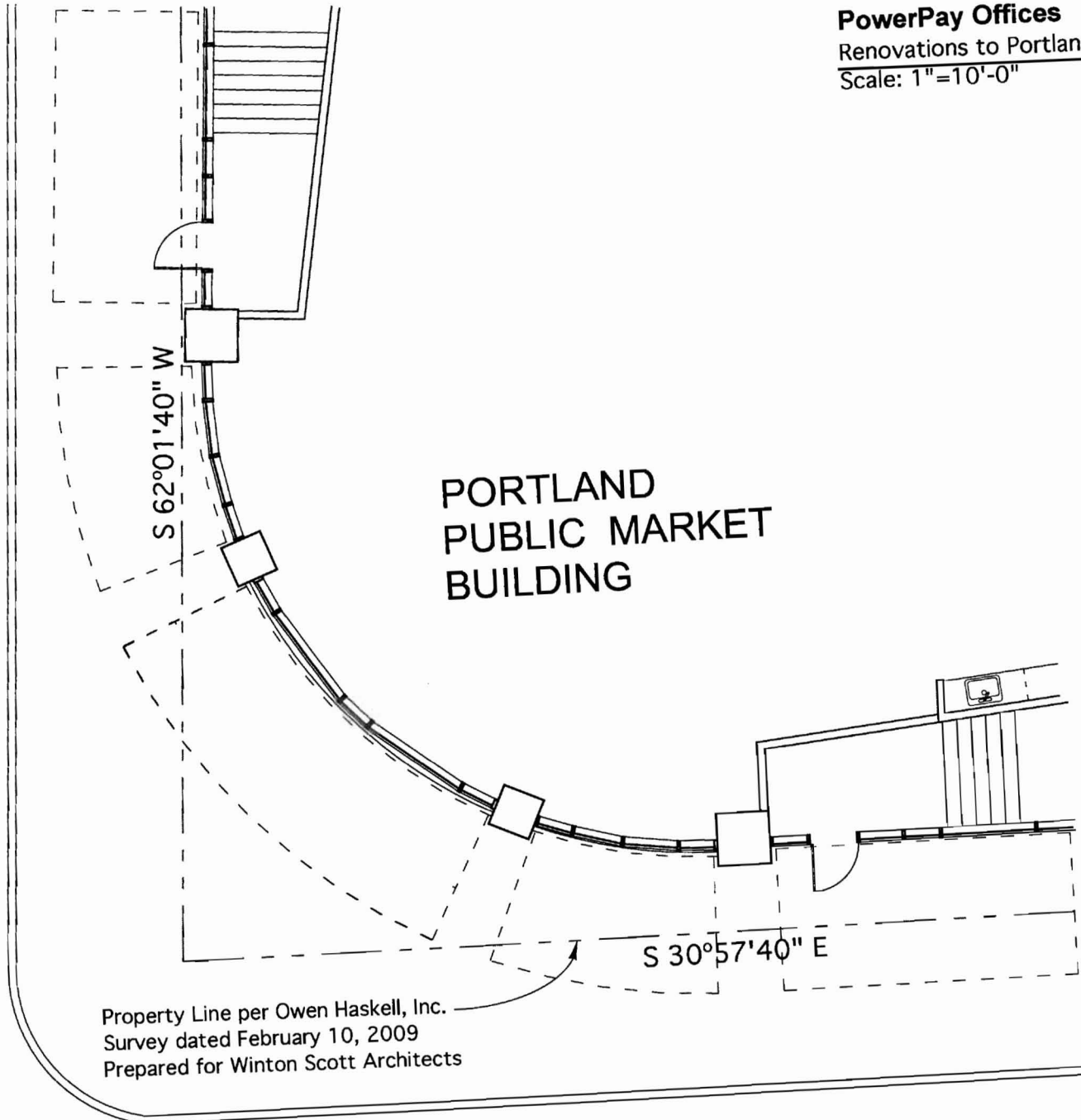
It is my understanding that the project will also remove some existing hoods, thereby eliminating noise concerns. I would like to ask the applicant as to whether any new HVACs (or up-grading of the existing ones) would be needed for the increase in the number of workers.

All other B-3 Zone requirements appear to be met at this time.

Marge Schmuckal
Zoning Administrator

PowerPay Offices
Renovations to Portland Public Market
Scale: 1"=10'-0"

CUMBERLAND AVENUE



PORTLAND
PUBLIC MARKET
BUILDING

Property Line per Owen Haskell, Inc.
Survey dated February 10, 2009
Prepared for Winton Scott Architects

PREBLE STREET

Recorded 6/4/08 @ 9:09
Book 26103, Page 335

COPY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT dated as of June 2, 2008 is by and between **GRE CONGRESS CANAL LLC**, a Delaware limited liability company ("GRE Congress"), with a mailing address of c/o Guggenheim Real Estate LLC, 4 Copley Place, Boston, Massachusetts 02116, and **ATLANTIC NATIONAL HOLDINGS, LLC**, a Delaware limited liability company ("Atlantic"), with a mailing address c/o 50 Portland Pier, Suite 400, Portland, Maine 04101. Unless expressly provided otherwise herein, the terms "GRE Congress" and "Atlantic" are intended to include the parties and their respective heirs, successors and assigns.

RECITALS

A. GRE Congress owns certain parcels of land in the City of Portland, County of Cumberland, State of Maine (the "GRE Congress Land"), which GRE Congress acquired by deed from October Corporation dated August 24, 2006, and recorded in the Cumberland County Registry of Deeds in Book 24299, Page 51.

B. Atlantic owns a certain parcel of land in said City of Portland (the "Public Market Parcel"), which Atlantic acquired by deed from Canal Congress LLC of near even date herewith and to be recorded in the Cumberland County Registry of Deeds. The Public Market Parcel is adjacent to a certain portion of the GRE Congress Land that is situated on the northeasterly side of Preble Street and the northwesterly side of Congress Street and is known, and referred to herein, as "465 Congress Street".

C. Atlantic owns a certain pedestrian bridge (the "Skywalk") connecting the Public Market Parcel and a certain portion of the GRE Congress Land that is situated on the northerly side of Cumberland Avenue and is known as the "Garage Parcel", which Skywalk extends over Cumberland Avenue, a public street. The Skywalk was constructed and is maintained pursuant to a Lease by and between the City of Portland, as Lessor, and August Corporation, as Lessee, dated February 27, 1998, a memorandum of which Lease is recorded in said Registry in Book 13712, Page 165 (the "Skywalk Lease"). The Skywalk Lease was assigned to GRE Congress by mesne assignments as evidenced by instruments recorded in said Registry in Book 15254, Page 66, Book 15259, Page 300, Book 16520, Page 1, and Book 24299, Page 62. Immediately prior to the delivery of this Easement Agreement, the Skywalk and the Skywalk

Lease has been assigned from GRE Congress to Atlantic by Bill of Sale and by Assignment and Assumption of Lease, both dated on or about this date and recorded herewith.

D. GRE Congress and Atlantic desire to set forth their agreement as to certain easements with respect to the Skywalk, access and maintenance of driveways and curbs, and the restrictions and terms and conditions with respect thereto.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Skywalk Support Easement.**

(a) GRE Congress hereby grants to Atlantic an easement for construction, maintenance, repair, replacement, support and removal of the Skywalk in substantially the now-existing location and configuration on the southerly wall of the garage building on the Garage Parcel (the "Skywalk Easement"); provided, however, this easement does not include access to the interior of such garage building except to the extent reasonably required for such construction, maintenance, repair, replacement or removal, or for inspections of the Skywalk Bridge. Atlantic hereby agrees that GRE Congress may establish from time to time rules and regulations regarding access to the garage.

(b) Atlantic covenants and agrees, at its sole cost and expense, to maintain the Skywalk in good and structurally sound condition and repair and in full compliance with all applicable laws, ordinances, and regulations, including without limitation all equipment necessary to support the Skywalk in the now-existing location and configuration, to comply with all maintenance obligations set forth in the Skywalk Lease, and to maintain liability insurance policies covering the Skywalk in such amounts and coverage as is reasonably prudent and customarily maintained for similar structures (collectively, the "Maintenance Obligations"). If Atlantic fails to perform the Maintenance Obligations, and such failure continues after GRE Congress affords Atlantic written notice of such failure, and Atlantic either elects not to perform the Maintenance Obligations or fails to perform the Maintenance Obligations within a reasonable amount of time, GRE Congress shall have the right and easement, but not the obligation to perform, at its option, any or all of the Maintenance Obligations. Atlantic shall reimburse GRE Congress upon demand for all costs incurred by GRE Congress for such performance of any or all of the Maintenance Obligations, which costs shall accrue interest from the date of expenditure until paid at the annualized rate of 12%. If such costs and expenses are not paid upon demand, Atlantic agrees to pay all costs of collection, including attorneys' fees and costs.

(c) Atlantic hereby covenants and agrees that if the Skywalk ceases to be used as access to the Public Market Parcel for a period of 12 consecutive months, GRE Congress shall have the right, at any time thereafter, to terminate the Skywalk Easement by giving written notice to Atlantic of such termination indicating the period of non-use (the "Skywalk Non-Use Termination Notice"). If Atlantic disagrees with GRE Congress as to the use of the Skywalk during such 12-month period, it shall provide GRE Congress with written objection to such

termination and evidence of such use of the Skywalk for access within 30 days of receipt of the Skywalk Non-Use Termination Notice. If Atlantic fails to provide written objection and such evidence within such 30-day period, the non-use shall be conclusively established and GRE Congress may thereafter file an instrument of termination in the Cumberland County Registry of Deeds, whereupon the Skywalk Easement shall terminate. If Atlantic timely provided written objection and such evidence of use, the dispute shall be referred to mediation and if such mediation is unsuccessful, to arbitration in the City of Portland pursuant to the rules of the American Arbitration Association then in effect.

(d) Atlantic hereby covenants and agrees that if it fails to perform the Maintenance Obligations and GRE Congress, in its sole discretion, determines that such failure interferes with the operation of the garage or presents a safety issue, then GRE Congress shall have the power to suspend Atlantic's use of the Skywalk Easement by giving written notice to Atlantic of such suspension (the "Maintenance Suspension Notice"), and such suspension will continue until such time as Atlantic is in compliance with its obligations, as evidenced by a certificate addressed to GRE Congress by a Maine licensed engineer (the "Engineer's Certificate"), in form and substance reasonably satisfactory to GRE Congress, certifying that the Maintenance Obligations have been completed and that the Skywalk is structurally sound and in good condition and repair. If such Engineer's Certificate is not delivered to GRE Congress within eighteen (18) months after the Maintenance Suspension Notice, GRE Congress shall have the right at any time thereafter to terminate the Skywalk Easement by giving written notice to Atlantic and by filing an instrument of termination in the Cumberland County Registry of Deeds, whereupon the Skywalk Easement shall terminate. Anything to the contrary herein notwithstanding, if GRE Congress determines in its sole, but reasonable judgment, that the failure to comply with the Maintenance Obligations presents an imminent safety issue, GRE Congress shall have the right, at any time after the Maintenance Suspension Notice has been given, and without further notice, to undertake such repair or maintenance as GRE Congress reasonably determines is appropriate in order to rectify such safety condition and to prevent its reoccurrence or any other reasonably foreseeable safety issue. All costs and expenses incurred by GRE Congress in investigating and undertaking such repair and maintenance shall be due and payable upon demand, which costs shall accrue interest from the date of expenditure until paid at the annualized rate of 12%. Atlantic's use of the Skywalk Easement shall remain suspended until such costs and accrued interest are paid in full. If such costs and expenses are not paid upon demand, Atlantic agrees to pay all costs of collection, including attorneys' fees and costs.

(e) If the Skywalk Easement is terminated pursuant to any subsection of this Section 1, Atlantic, at its sole cost and expense, shall promptly cause the Skywalk to be removed, the wall in the garage on the Garage Parcel to be reconstructed where the entrance to the Skywalk had been, and to repair and restore any damage to the garage or the Garage Parcel caused by such removal. If such removal is not commenced within thirty (30) days after termination of the Skywalk Easement, or if once commenced is not pursued diligently, including the restoration obligations described above, GRE Congress shall have the right, at any time after ten (10) days prior notice to Atlantic, except no notice is necessary if GRE Congress reasonably determines that an imminent safety issues exists, to undertake and complete such removal and restoration obligations described in this subsection (e). All costs and expenses incurred by GRE Congress in

undertaking such removal and restoration shall be due and payable upon demand, which costs shall accrue interest from the date of expenditure until paid at the annualized rate of 12%. If such costs and expenses are not paid upon demand, Atlantic agrees to pay all costs of collection, including attorneys' fees and costs.

(f) Atlantic shall have the right to lease up to 280 unreserved monthly parking spaces at market rents in the garage situated on the Garage Parcel (the "Preble Street Garage") for so long as the Preble Street Garage shall be operated as a public garage. Atlantic shall provide GRE Congress with written notice that it requires any of said spaces and GRE Congress will provide Atlantic with such spaces, but only as they become available; provided however, for a period of two years from June 3, 2008, GRE Congress shall be required to provide said spaces regardless of availability upon ninety (90) days prior written notice. Atlantic shall have the right to relinquish all or any portion of such 280 parking spaces by giving written notice of relinquishment to GRE Congress; provided, however, that any parking spaces so relinquished shall be irrevocable, absent written consent of GRE Congress. Any spaces so relinquished by Atlantic shall permanently reduce the 280 monthly parking spaces allotted hereby, unless otherwise agreed in writing by GRE Congress. The use of such spaces shall be at Atlantic's sole risk and upon the terms and conditions of use established from time to time by GRE Congress then in effect for monthly parkers. In the event that Atlantic defaults in the payment of rent or any part thereof, this right to lease shall permanently terminate. Notwithstanding anything to the contrary herein, GRE Congress is not obligated to continuously operate a public parking garage on the Garage Parcel, and GRE Congress may elect, at its sole and absolute discretion, to cease operating a public parking garage on the Garage Parcel at any time for any reason or for no reason. Atlantic's rights under this subsection (f) shall automatically expire on the date on which GRE Congress ceases to operate a public parking garage on all or substantially all of the Garage Parcel. Upon the termination of parking rights under this subsection (f), the parties agree to execute a "Notice of Termination," in recordable form, memorializing the termination of such rights. Atlantic hereby acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, GRE Congress shall have the right, in its sole and absolute discretion, to determine from time to time the days and hours of operation for the Preble Street Garage. Atlantic further acknowledges and agrees that GRE Congress shall have the right, at its sole and absolute discretion, to set and adjust such monthly parking fee from time to time. The parties hereto acknowledge and agree that, from time to time, on a temporary basis, (i) the Preble Street Garage may be partially or wholly closed or (ii) the use of the Preble Street Garage may be restricted or limited, as a result of or in connection with repairs, renovations and/or restorations thereto. Supplementing the foregoing, Atlantic acknowledges and agrees further that the inability of Atlantic, its guests and invitees to use all or any portion of the parking spaces during the period of such repairs, renovations and/or restorations shall not constitute a breach or default by GRE Congress of the provisions of this section, and GRE Congress shall have no liability to Atlantic, or its successors or assigns, as a result of such temporary closure or restriction.

2. **Driveway and Curb Easement.** Atlantic hereby grants to GRE Congress an easement over a 12 foot wide strip of land on the Public Market Parcel, which strip is located along and contiguous to the northerly sideline of the Common Boundary of the Public Market Parcel and 465 Congress Street, as generally depicted on Exhibit "A" hereto (the "Common

Boundary" being the line shown on said Exhibit A as "S58° 20' 30" W 122.35'"), for ingress and egress by pedestrians and vehicles, construction, maintenance, repair, replacement, and paving of the driveway and curbing and exterior lighting, light posts and utilities. Atlantic hereby agrees that GRE Congress may establish from time to time rules and regulations regarding use of the driveway for access and for security. GRE Congress hereby agrees to maintain the driveway, curbing and lighting in good condition and repair and in full compliance with all applicable laws, ordinances, and regulations; provided, however, Atlantic hereby agrees to share equally with GRE Congress the cost of such maintenance.

3. **Access Easement.**

(a) GRE Congress hereby grants to Atlantic an easement over a 30 foot strip of land on 465 Congress Street, which strip is located along and contiguous to the southerly sideline of the Common Boundary of the Public Market Parcel and 465 Congress Street, as generally depicted on Exhibit "A" hereto, for ingress only by service and emergency vehicles (the "Access Easement") from Preble Street to the Public Market Parcel over a portion of the existing semi-circle driveway extending northeasterly from Preble Street, to the extent that such driveway lies within such 30-foot strip. Atlantic hereby agrees that GRE Congress may establish from time to time reasonable rules and regulations regarding access and security, including without limitation the right to establish the traffic pattern as one-way or two-way. Such access shall be limited to maintenance, service and emergency vehicles, and shall not include the right to park. GRE Congress expressly reserves to itself and its successors and assigns the exclusive right to park in the parking spaces shown on Exhibit A. Such easement shall also include ingress by maintenance and construction vehicles on a temporary basis from time to time; provided, however, that as a precondition to the use of the Access Easement by construction vehicles, or permitted vehicles for any use other than service, emergency or routine maintenance, the owner of such vehicles shall first provide to GRE Congress evidence of liability insurance in an amount of not less than \$1,000,000, or such greater amount as GRE Congress shall reasonably determine from time to time, which liability insurance shall expressly name GRE Congress as an additional insured. GRE Congress hereby agrees to maintain the driveway in good condition and repair and in full compliance with all applicable laws, ordinances, and regulations; provided, however, Atlantic hereby agrees to share equally with GRE Congress the cost of such maintenance. Atlantic acknowledges and agrees that the access permitted under this easement is one-way only, such that permitted vehicles may enter from Preble Street, but may not exit onto Preble Street.

(b) GRE Congress shall have the right to relocate the Access Easement from time to time, at the expense of GRE Congress, so long as such relocated Access Easement provides substantially similar access to the Public Market Parcel.

(c) Atlantic hereby covenants and agrees that if the Access Easement ceases to be used as access to the Public Market Parcel for a period of 12 consecutive months, GRE Congress shall have the right, at any time thereafter, to terminate the Access Easement by giving written notice to Atlantic of such termination indicating the period of non-use (the "Access Non-Use Termination Notice"). If Atlantic disagrees with GRE Congress as to the use of the Access Easement during such 12-month period, it shall provide GRE Congress with written objection to

such termination and evidence of such use of the Access Easement for access within 30 days of receipt of the Access Non-Use Termination Notice. If Atlantic fails to provide written objection and such evidence within such 30-day period, the non-use shall be conclusively established and GRE Congress may thereafter file an instrument of termination in the Cumberland County Registry of Deeds, whereupon the Access Easement shall terminate. If Atlantic timely provided written objection and such evidence of use, the dispute shall be referred to mediation and if such mediation is unsuccessful, to arbitration in the City of Portland pursuant to the rules of the American Arbitration Association then in effect.

4. **Notices.** Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by facsimile delivery (with confirmation of receipt and follow up by hard copy or by other means permitted hereby), by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows:

If intended for GRE Congress, to:

GRE Congress Canal LLC
Four Copley Place
Boston, MA 02116
Fax No.: (617) 536-5455

If intended for Atlantic, to:

Atlantic National Holdings LLC
c/o 50 Portland Pier, Suite 400
Portland, Maine 04101
Fax No.:

Each party shall have the right to change the address or fax number for which its future notices are to be sent by giving notice to the other party at the address specified above (or any subsequent address for which notice is given as provided herein). Any notice shall be effective upon the earlier of actual receipt or, in the case of notice by certified mail, on the third (3rd) business day after the posting of the same in the United States Postal Service.

5. **General Provisions.**

(a) **Recording.** This Easement Agreement shall be recorded in the Cumberland County Registry of Deeds. Except as provided herein, the rights and easements granted and obligations created by this Easement Agreement are perpetual, shall run with the land, and are and shall be binding upon the parties, their heirs, successors and assigns. Any amendment hereto must be in writing, executed by the parties or their successors and assigns and must be duly recorded in the Registry to be effective.

(b) **Invalidity.** The invalidity or unenforceability of any term or provision of this Easement Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Easement Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

(c) **Construction.** The following provisions shall apply to any construction, maintenance or other work authorized by the terms of this Easement Agreement.

(i) Once commenced, the work shall be diligently prosecuted to completion, and shall be mechanics lien-free upon completion.

(ii) All work shall be performed in a good and workmanlike manner, shall minimize any inconvenience to the operations conducted by the owner of the burdened property, and shall comply with all applicable laws, ordinances, and regulations.

(iii) If, as a result of any work, any part of the impacted property is altered or disturbed (other than any area to be permanently altered as a result of such work to the extent such alterations are permitted hereunder) the disturbed area shall be promptly restored to as near its original condition as possible.

(iv) All work shall be started only after reasonable advance notice to the landowner, shall be performed at reasonable times and shall be done in a manner so as to minimize disruption to the use and operation of the impacted property, including the performance of work off season or off hours, if appropriate.

(v) The party performing the work shall indemnify, defend and hold harmless the landowner on whose property work is being performed from any loss or damage to persons or property, and from any expenses associated with any claims arising from any such loss or damage which related to the performance of the work, including without limitation reasonable attorney's fees and costs.

(d) **Breach.** In the event of breach or threatened breach of this Easement Agreement, any party hereto shall be entitled to institute proceedings (at law or in equity) for full and adequate relief, and/or compensation from the consequences of said breach or threatened breach. Such remedies shall include without limitation the right to specific performance and injunctive relief.

(e) **Release and Indemnity.** GRE Congress hereby releases and indemnifies Atlantic, its mortgagees, successors and assigns, from any and all claims, liability, damages, demands, costs, expenses (including without limitation reasonable attorney's fees and costs), liens, judgments or award incurred for suffered by Atlantic, arising out of GRE Congress' exercise of its rights hereunder, excepting claims arising from Atlantic's gross negligence. Atlantic hereby releases and indemnifies GRE Congress, its mortgagees, successors and assigns, from any and all claims, liability, damages, demands, costs, expenses (including without limitation reasonable

attorney's fees and costs), liens, judgments or award incurred for suffered by GRE Congress, arising out of Atlantic's exercise of its rights hereunder, excepting claims arising from GRE Congress' gross negligence. Nothing in this Easement Agreement shall be construed to preclude either party from pursuing any remedy against a third party.

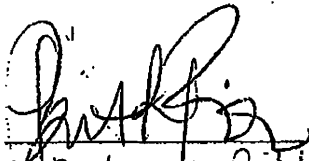
(f) ***Interpretation.*** The easements, restrictions, terms, provisions and agreements provided for herein are each appurtenant to, and are each being created for the benefit or burden of, the GRE Congress Land and the Public Market Land, and the respective owners thereof and their successors, heirs, assigns, contractors and invitees.

[Remainder of Page Intentionally Left Blank]

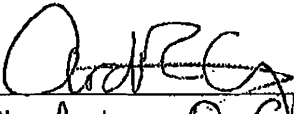
IN WITNESS WHEREOF, this Easement Agreement has been executed by duly authorized representatives of the parties to be effective as of the date set forth in the first paragraph hereof, and Jackson National Life Insurance Company, holder of certain loan documents granted by GRE Congress Canal LLC, in the attached Joinder, Consent and Subordination joins in this Easement Agreement for the sole purpose of consenting to the Easement Agreement and subordinating the lien of such loan documents to the Easement Agreement.

WITNESS:

GRE CONGRESS CANAL LLC,
a Delaware limited liability company
By: Guggenheim Plus Leveraged LLC,
a Delaware limited liability company



Bridget K. Riddle

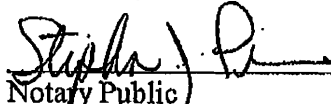
By: 

Name: Andrew R. Gabelson
Its: Authorized Signatory

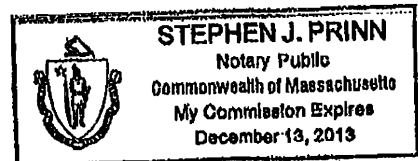
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk, ss.

On June 2, 2008, personally appeared the above-named Andrew R. Gabelson
Authorized Signatory of said Guggenheim Plus Leveraged LLC, sole member of said GRE
CONGRESS CANAL LLC, in his/her said capacity and acknowledged the foregoing instrument
to be his/her free act and deed and the free act and deed of said GRE Congress Canal LLC.

Before me,



Notary Public
Printed Name:



WITNESS:

Atlantic National Holdings, LLC, a Delaware limited liability company

T. S. Hanson

By: T.W.C.
Name: Todd W. Colpitts
Its: sr. V.P. / Manager

STATE OF MAINE
COUNTY OF Cumberland, ss.

On June 3, 2008, personally appeared the above-named Todd W. Colpitts
Manager of said Atlantic National Holdings LLC, in his/~~her~~ said capacity and
acknowledged the foregoing instrument to be his/~~her~~ free act and deed and the free act and deed
of said Atlantic National Holdings LLC.

Before me:
T. S. Hanson
Notary Public Attorney
Printed Name: Tom S. Hanson



Certificate of Design Application

From Designer: Stephen Weatherhead, Project Architect- Winton Scott Architects
 Date: April 3, 2009
 Job Name: PowerPay Offices- Renovations to the Portland Public Market
 Address of Construction: 320 Cumberland Avenue

2003 International Building Code

Construction project was designed to the building code criteria listed below:

Building Code & Year 2003 Use Group Classification (s) Business (B) / Mercantile (M)

Type of Construction Type IIB

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC YES

Is the Structure mixed use? YES If yes, separated or non separated or non separated (section 302.3) SEPARATED

Supervisory alarm System? YES Geotechnical/Soils report required? (See Section 1802.2) Report done in 1997 when orig. Bldg. was constructed.

Structural Design Calculations

Completed Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)

Floor Area Use	Loads Shown
Offices	50 PSF + 20 PSF Partition
Corridors abv. 1st flr.	80 PSF
Stairs	100 PSF
Meeting Rms.	100 PSF
Storage	125 PSF

Wind loads (1603.1.4, 1609)

N/A Design option utilized (1609.1.1, 1609.6)
N/A Basic wind speed (1809.3)
N/A Building category and wind importance Factor, I_w table 1604.5, 1609.5)
N/A Wind exposure category (1609.4)
N/A Internal pressure coefficient (ASCE 7)
N/A Component and cladding pressures (1609.1.1, 1609.6.2.2)
N/A Main force wind pressures (7603.1.1, 1609.6.2.1)

Earth design data (1603.1.5, 1614-1623)

Equiv. Force Design option utilized (1614.1) (Seismic Upgrade Not Req'd to Exist. Bldg.)
I Seismic use group ("Category")
.371, .160 Spectral response coefficients, S_D & S_{D1} (1615.1)
D Site class (1615.1.5)

.7@ int. col.
.87@ edge col. Live load reduction
18 PSF Roof *live* loads (1603.1.2, 1607.11)
46.2 PSF+ Drift Roof snow loads (1603.7.3, 1608)
60 PSF Ground snow load, P_g (1608.2)
46.2 PSF+ Drift If $P_g > 10$ psf, flat-roof snow load P_f
1.0 If $P_g > 10$ psf, snow exposure factor, C_e
1.0 If $P_g > 10$ psf, snow load importance factor, I_s
1.1 Roof thermal factor, C_t (1608.4)
46.2 PSF+ Drift Sloped roof snowload, P_s (1608.4)
C Seismic design category (1616.3)
OMF Basic seismic force resisting system (1617.6.2)
3.0 Response modification coefficient, R_f and deflection amplification factor, C_d (1617.6.2)

Equiv. Force Analysis procedure (1616.6, 1617.5)
60K Design base shear (1617.4, 1617.5.1)

Flood loads (1803.1.6, 1612)

N/A Flood Hazard area (1612.3)
N/A Elevation of structure

Other loads

N/A Concentrated loads (1607.4)
20 PSF Partition loads (1607.5)
N/A Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)



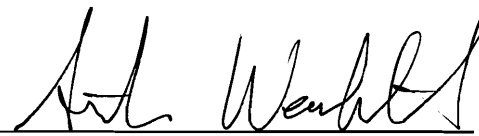
Accessibility Building Code Certificate

Designer: WINTON SCOTT ARCHITECTS

Address of Project: 5 MILK STREET, PORTLAND, ME 04101

Nature of Project: INTERIOR RENOVATION ADDING 13,118 S.F. OF NEW SECOND FLOOR SPACE, COMPLETE RE-DESIGN OF INTERIOR LAYOUT; NEW MECHANICAL & ELECTRICAL SYSTEMS; NEW FIRE PROTECTION, SMOKE AND ALARM SYSTEMS. NEW EXTERIOR WINDOWS AND SKYLIGHTS.

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.

Signature: 

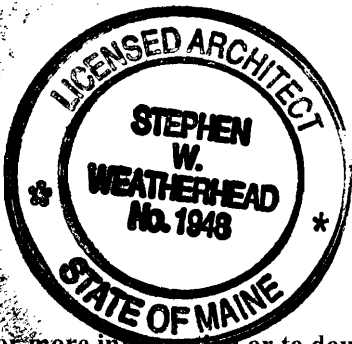
Title: ASSOCIATE

Firm: WINTON SCOTT ARCHITECTS

Address: 5 MILK STREET
PORTLAND, ME 04101

Phone: 774-4811 EXT. 3#

(SEAL)



For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



Certificate of Design

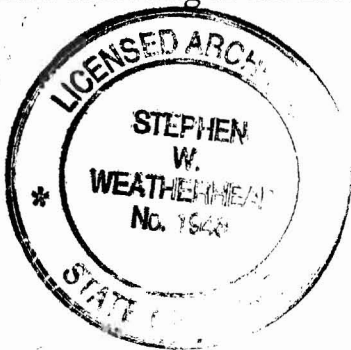
Date: APRIL 3, 2009

From: WINTON SCOTT ARCHITECTS, 5 MILK ST., PORTLAND, ME 04101

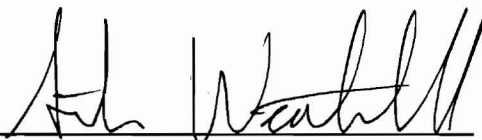
These plans and / or specifications covering construction work on:

POWERPAY OFFICES- RENOVATIONS TO THE FORMER PORTLAND PUBLIC MARKET, 320 CUMBERLAND AVE

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the *2003 International Building Code* and local amendments.



(SEAL)

Signature: 

Title: ASSOCIATE

Firm: WINTON SCOTT ARCHITECTS

Address: 5 MILK STREET

PORTLAND, ME 04101

Phone: 774-4811 EXT. 3#

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov

Winton Scott Architects, PA

5 milk street portland, me 04101 t. 207.774.4811 f.207.774.3083 www.wintonscott.com

POWERPAY OFFICES

Renovations to the former Portland Public Market Building

320 Cumberland Ave, Portland

2003 IBC CODE SUMMARY

4.2.09

Background Information:

- General Building Description:** The existing Portland Public Market Building is a 33,333 S.F. two story structure consisting of masonry exterior walls with steel and CIP concrete columns supporting a timber frame roof structure. The majority of the structure is open, two story space with the exception of 5,575 S.F. that includes a second floor, steel framed mezzanine level. The building includes an elevator and is fully sprinklered.
- Renovation Scenario:** The building renovation will add approximately 13,118 S.F. of second floor area to bring the total square footage to 46,451 S.F. The building will be mixed use with the majority (44,916 S.F.) being single tenant office use and the remaining 1,535 S.F. being a small café/coffee shop.
- In order to preserve the visual character of the existing interior space, the majority of the office space will be designed as a two story communicating space with open office work stations. Within the communicating space, work station areas on the second level will be open to below with glass guard rails around the perimeter. In addition to the open office areas, portions of the building will be separated from the communicating space and will contain enclosed offices, conference rooms and support spaces.
- Square Footage:** First Floor: 27,758 S.F.
Second Floor: 18,693 S.F.
- Business Description:** Single Tenant Office Use and Café/Coffee Shop
- Occupancy Classification:** Mixed Use: Business Use (B) Offices
Business (B) Café w/ seating for less than 50
- Construction Type:** Type II -B – Non combustible construction for interior and exterior walls and structural elements; heavy timber roof framing. 4 stories / 23,000 Sq. Ft. per floor allowed (Table 503). Increases available for frontage and sprinklers but project fits within baseline area and height limits without calculating increases.

Occupancy Loads: Business Use @ 100 s.f./person: 44,916/100 = **450 People**
Business Use @ 100 s.f./person; 1,535/100 = **16 People**

Applicable Primary Requirements:

1. General Egress Components / Ratings

Occupancy Separation: *2 Hours (Table 302.2.2) reduced to 1 Hour due to sprinkler system per Section 302.3.2 Separated Uses, Exception) Requirement Met*

Egress Capacity Factors: *Stairs .3"/person for stairways; .2"/person for level components and ramps (Table 1005.1) Reduced to .2" and .15" respectively if sprinklered. Minimum clear width of new stairs is 44" (Section 1009.1).*

Both Stairwells have 44" clear width.

Second floor occupancy load = 18,693 /100 =187 people.

Each stair has an egress width capacity = 44"/.2" = 220 people

Total capacity of 2 stairs = 220x2 = 440.

In addition to enclosed fire stairs, there are two open communicating stairs within the atrium that allowed for use as an egress component for people traveling within the atrium from the second level to first floor to exit.

All doors are 36" width yielding a 34" clear opening.

34"/.15" = 226 people. A single 36" door at each stair has sufficient capacity to meet the stair capacity.

Ground level exit doors = (11) 36" wide doors:

34"/.15" = 226 people x 11 = 2,486 people = more than sufficient to meet the entire Business Use occupancy load of 450 people.

Travel Distance Limits: *Common Path Limit: 100' (sprinklered-Section 1013.3.1)
Dead-end Corridor: 50' (sprinklered- Section 1016.3.2)
Travel Distance: 300' (sprinklered-Table 1015.1)
Travel distance is limited to 200' in atrium- see atrium requirements below.)*

Requirements Met – See drawings

Required Fire Resistance Rating: *(707.4) 1 hour rating required for floor openings connecting less than 4 stories when enclosure is new construction. All enclosed stairs, elevator shafts and mechanical shafts are 1 hour rated. (10.19.1.8) Exit stairways are required to be enclosed with fire barriers. Exception 8: Up to 50% egress stairs serving one*

adjacent floor are not required to be enclosed provided that at least two means of egress are provided from both floors served by the unenclosed stairways... Requirements Met

(10.19.1.9) Interior egress stairways serving only the first and second stories of a building equipped throughout with an automatic sprinkler system are not required to be enclosed, provided at least two means of egress are provided from both floors served by the unenclosed stairways... Requirements Met

2. Atrium Space Requirements (Section 404)

Atrium Definition:

(404.1.1) An opening connecting two or more stories other than enclosed stairways, elevators, hoist ways... which is closed at the top and not defined as a mall. Stories as used in this definition, do not include balconies within assembly groups or mezzanines that comply with Section 505.

Sprinkler Protection:

(404.3) An Approved automatic sprinkler system in accordance with Section 903.3.1.1 is required. Atrium Ceiling is less than 55' above the floor so sprinklers at the ceiling are required. Sprinkler coverage not required if Atrium is separated from rest of bldg. w/ 2 hour rated fire barrier walls- Exception not taken.

Requirements Met.

Smoke Control:

(404.4) Exception 1, Smoke control not required for floor openings meeting the requirements of Section 707.2 exceptions 2, 7, 8 or 9.. Exception 7 requires the following:

- 7.1 Floor opening does not connect more than 2 stories.
- 7.2 Is not part of the req'd means of egress system except as permitted in Section 1019.1.
- 7.3 Is not concealed within the building construction.
- 7.4 Is not open to a corridor in Group I or R occupancies.
- 7.5 Is not open to a corridor on nonsprinklered floors in any occupancy.
- 7.6 Is separated from floor openings serving other floors by construction conforming to required shaft enclosures.

Requirements Met. Exception 7.6 states that the atrium space must be separated from other openings serving OTHER floors by construction conforming to required shaft enclosures. This project has more than one atrium space but they all serve floors 1 & 2.

Enclosure of Atriums:

(404.5) Atrium spaces shall be separated from adjacent spaces by a 1-hour fire barrier wall. Exceptions:

1. Allows use of glass smoke partition where sprinklers are spaced 6' o.c. or less on both sides of the partition.....
2. Allows use of 45 min. rated glass block wall.....
3. The adjacent spaces of any three floors of the atrium shall not be required to be separated from the atrium where such spaces are included in computing the atrium volume for the design of the smoke control system.

Discuss →

Exception 3 Requirements Met, assuming it applies in situations where a smoke control system is not required per 404.4, exception 1 described above.

*2nd FL Enclosed office
? 1hr Door/wall at Ramp/Lobby*

Travel Distance:

(404.8) In other than the lowest level of the atrium, where the required means of egress is through the atrium space, the portion of exit access travel distance within the atrium space shall not exceed 200'

For Sprinkler option

300' NFPA

Requirement Met. See Life Safety Plans

<i>Farthest at 2nd FL →</i>	<i>Shows</i>	<i>178'</i>	<i>to stair #1</i>	<i>1hr</i>
		<i>241</i>	<i>" #2</i>	<i>1hr</i>
		<i>186</i>	<i>" #3</i>	<i>communicating</i>

*3/27/09
called Jeff at ICC
This exception can be used for 2 story Atrium*

[Signature]

BUILDING R-VALUES

Power Pay - 0837
January 15, 2009

Outside = -10
Inside = 72

ROOF:	"R" VALUE	"U" VALUE	TEMPERATURE SCALE	
Top (outside) surface	0.170	5.882	0.170	-9.572
Metal roof	0.000	0.000	0.000	-9.572
6" Rigid insulation	30.000	0.033	30.000	65.911
2 x 6 Deck	1.800	0.556	1.800	70.440
Bottom (inside) surface	0.620	1.613	0.620	72.000
Total "R" factor	32.590	0.031	32.590	2.516

WALLS TYPE 1:	"R" VALUE	"U" VALUE	TEMPERATURE SCALE	
Outside surface	0.170	5.882	0.170	-8.947
4" Brick	0.610	1.639	0.610	-5.170
Air space	0.000	0.000	0.000	-5.170
2" Rigid insulation	10.000	0.100	10.000	56.749
26" Concrete	0.610	1.639	0.610	60.526
Air space	0.610	1.639	0.610	64.303
5/8" Gypsum board	0.563	1.776	0.563	67.789
Inside surface	0.680	1.471	0.680	72.000
Total "R" factor	13.243	0.076	13.243	6.192

WALLS TYPE 2:	"R" VALUE	"U" VALUE	TEMPERATURE SCALE	
Outside surface	0.170	5.882	0.170	-8.606
4" Brick	0.610	1.639	0.610	-3.603
Air space	0.000	0.000	0.000	-3.603
1/2" Plywood	0.625	1.600	0.625	1.523
5.1/2" Fiberglass insulation*	7.350	0.136	7.350	61.805
5/8" Gypsum board	0.563	1.776	0.563	66.423
Inside surface	0.680	1.471	0.680	72.000
Total "R" factor	9.998	0.100	9.998	8.202

WALLS TYPE 3:	"R" VALUE	"U" VALUE	TEMPERATURE SCALE	
Outside surface	0.170	5.882	0.170	-8.515
Metal siding	0.000	0.000	0.000	-8.515
Air space	0.000	0.000	0.000	-8.515
1/2" Plywood	0.625	1.600	0.625	-3.056
5.1/2" Fiberglass insulation*	7.350	0.136	7.350	61.143
5/8" Gypsum board	0.563	1.776	0.563	66.061
Inside surface	0.680	1.471	0.680	72.000
Total "R" factor	9.388	0.107	9.388	8.735

EXPOSED FLOORS:	"R" VALUE	"U" VALUE	TEMPERATURE SCALE	
Top surface	0.620	1.613	0.620	-8.183
3.1/2" Concrete	0.280	3.571	0.280	-7.363
Air space	0.000	0.000	0.000	-7.363
12" Fiberglass batts	19.000	0.053	19.000	48.314
Air space	7.350	0.136	7.350	69.852
5/8" Gypsum board	0.563	1.776	0.563	71.502
Bottom surface	0.170	5.882	0.170	72.000
Total "R" factor	27.983	0.036	27.983	2.930

GLASS:	"R" VALUE	"U" VALUE
Thermopane - 1/4" space	1.818	0.550

* R-value adjusted for steel studs