Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND PERMIT ISSUE

Please Read Application And Notes, If Any, Attached

Department Name

BULLING

Permit Number: 091425B - 3 2010

			
This is to certify thatCOTTON STRE	ET DEVELOP NT LLC	Joseph	City of Portland
has permission toRenovating 2 spa	ces on 1st floor rmerly o	bined INA for vi	restaurant (Siano's) w/ interior renovations
AT 505 FORE ST		CB 03	88_C016001
provided that the person or p			g this permit shall comply with al
of the provisions of the State the construction, maintenan			of the City of Portland regulating es, and of the application on file in
this department.	ce and used build	ings and structure	ss, and of the application on the h
Apply to Public Works for street line and grade if nature of work requires such information.	before his built lather or other	spection must be fermissic procured g or partiereof is ed-in. 24 IS REQUIRED.	A certificate of occupancy must be procured by owner before this building or part thereof is occupied.
OTHER REQUIRED APPROVALS Fire Dept. CAPT. K. GUNTLUN JAM Health Dept.	À.		()
Appeal Board			Pu K 2/2/10

PENALTY FOR REMOVING THIS CARD

CBL: Permit No: Issue Date: City of Portland, Maine - Building or Use Permit Application 09-1429 038 C016001 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716 Location of Construction: Owner Name: Owner Address: Phone: PO BOX 6799 505 FORE ST COTTON STREET DEVELOPME Phone Business Name: Contractor Name: Contractor Address: 2076325622 Siano's Old Port Pizzeria LLC Pompeo Joseph 45 Wordsworth Street Portland Permit Type: Lessee/Buyer's Name Phone: 207-632-5622 Joseph Pompeo Alterations - Commercial Past Use: Cost of Work: CEO District: Proposed Use: Permit Fee: Commercial Restaurant/lounge & Restaurant/2nd floor business -\$495.00 \$40,000.00 2nd floor business Renovating 2 spaces on 1st floor FIRE DEPT: INSPECTION: Approved formerly combined by UNA for new Denied restaurant (Siano's) w/ interior renovations Proposed Project Description: Renovating 2 spaces on 1st floor formerly combined by UNA for new Signature: restaurant (Siano's) w/ interior renovations PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved M Approved w/Conditions Signature: MEZ & Permit Taken By: Date Applied For: **Zoning Approval** Ldobson 12/21/2009 Special Zone or Reviews Zoning Appeal **Historic Preservation** 1. This permit application does not preclude the Applicant(s) from meeting applicable State and Shoreland Not in District or Landmark Variance Federal Rules. Does Not Require Review Wetland Miscellaneous 2. Building permits do not include plumbing, septic or electrical work. Flood Zone Conditional Use Requires Review Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building Subdivision Interpretation Approved permit and stop all work... Site Plan Approved w/Conditions PERMIT ISSUED City of Portland **CERTIFICATION**

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

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

BUILDING PERMIT INSPECTION PROCEDURES

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

to schedule your inspections as agreed upon Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

<u>X</u>	Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling
<u>X</u>	Final/Certificate of Occupancy: Prior to any occupancy of the structure or use including health inspection. NOTE: There is a \$75.00 fee per inspection at this

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects <u>DO</u> require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.

Signature of Applicant/Designee

point.

Signature of Inspections Official

Date

2/3/

Date

City of Portland, Maine - Building or Use Permit

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

Permit No:	Date Applied For:	CBL:
09-1429	12/21/2009	038 C016001

	_` _′′		
Location of Construction:	Owner Name:	Owner Address:	Phone:
505 FORE ST	COTTON STREET DEVELOPME	COTTON STREET DEVELOPME PO BOX 6799	
Business Name:	Contractor Name:	Contractor Address:	Phone
Siano's Old Port Pizzeria LLC	Pompeo Joseph	45 Wordsworth Street Portland	(207) 632-5622
Lessee/Buyer's Name	Phone:	Permit Type:	
Joseph Pompeo	207-632-5622	Alterations - Commercial	

Proposed Use:

renovations

Restaurant/2nd floor business - Renovating 2 spaces on 1st floor formerly combined by UNA for new restaurant (Siano's) w/ interior

Proposed Project Description:

Renovating 2 spaces on 1st floor formerly combined by UNA for new restaurant (Siano's) w/ interior renovations

Dept: Zoning

Status: Approved with Conditions

Reviewer: Marge Schmuckal

Approval Date:

12/22/2009

Ok to Issue:

Note:

1) Check with City Clerk's office for separate licensing requirements.

- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) Separate permits shall be required for any new signage.
- 4) This property is located within a Pedestrian Activities District (PAD) which limits first floor uses to be retail-like. A restaurant use is an allowable PAD use.
- 5) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District. This includes review for signage, exhaust vents, hood vents, chimneys etc.

Dept: Building

Status: Approved with Conditions

Reviewer: Jeanine Bourke

Approval Date:

02/03/2010

Note:

Ok to Issue:

- 1) Application approval based upon information provided by applicant. Any deviation from approved plans dated 2/1/10 requires separate review and approval prior to work.
- 2) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process. SEPARATE PERMIT REQUIRED FOR WOOD FIRED PIZZA OVEN AND EXHAUST.
- 3) All penetratios through rated assemblies must be protected by an approved firestop system installed in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.
- 4) Equipment must be installed in compliance per the manufacturer's specifications
- 5) New case, restaurant, lounge, bar or retail establishment where food or drink is sold and/or prepared shall meet the requirements of the City and State Food Codes
- 6) Approval of City license is subject to health inspections per the Food Code.

Dept: Fire

Status: Approved with Conditions

Reviewer: Capt Keith Gautreau

Approval Date:

01/06/2010

Ok to Issue:

Note:

1) Fire extinguishers required. Installation per NFPA 10

- 2) Occupancies with an occupant load of 100 persons or more require panic harware on all doors serving as a means of egress.
- 3) Emergency lights and exit signs are required. Emergency lights and exit signs are required to be labeled in relation to the panel and circuit.
- 4) A separate permit is required for the kitchen hood system.
- 5) All construction shall comply with NFPA 101
- 6) Installation of a Fire Alarm system requires a Knox Box to be installed per city crdinance

Location of Construction:	Owner Name:		Owner Address:	Phone:
505 FORE ST	COTTON STREET DEVELOPME		PO BOX 6799	
Business Name:	Contractor Name:		Contractor Address:	Phone
Siano's Old Port Pizzeria LLC	Pompeo Joseph		45 Wordsworth Street Portland	(207) 632-5622
Lessee/Buyer's Name	Phone:		Permit Type:	
Joseph Pompeo	207-632-5622		Alterations - Commercial	

- 7) A single source supplier should be used for all through penetrations.
- 8) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
- 9) Emergency lights are required to be tested at the electrical panel on the same circuit as the lighting for the area they serve.

Comments:

1/25/2010-jmb: Spoke with Joe P. For details, he suggested calling John O., Left vcmsg for him, issues are separate permits for hood, pizza oven is wood fired, fixtures in new bar area, question removal of 2 bathrooms (OL 111), historic, prep area in basement needs 2nd means of egress.

1/27/2010-jmb: Spoke with John O. About required details, he will revise and submit. Checked with Keith G. About the 2 means of egress from the basement if not just storage, yes even if sprinklered.

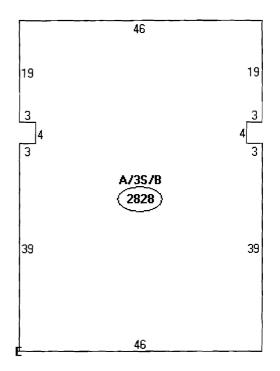
2/1/2010-jmb: Received revisions from John O., need to check with Keith on the location of the basement pass thru for second egress, it travels through a storage room. John O. Sent a couple more options.

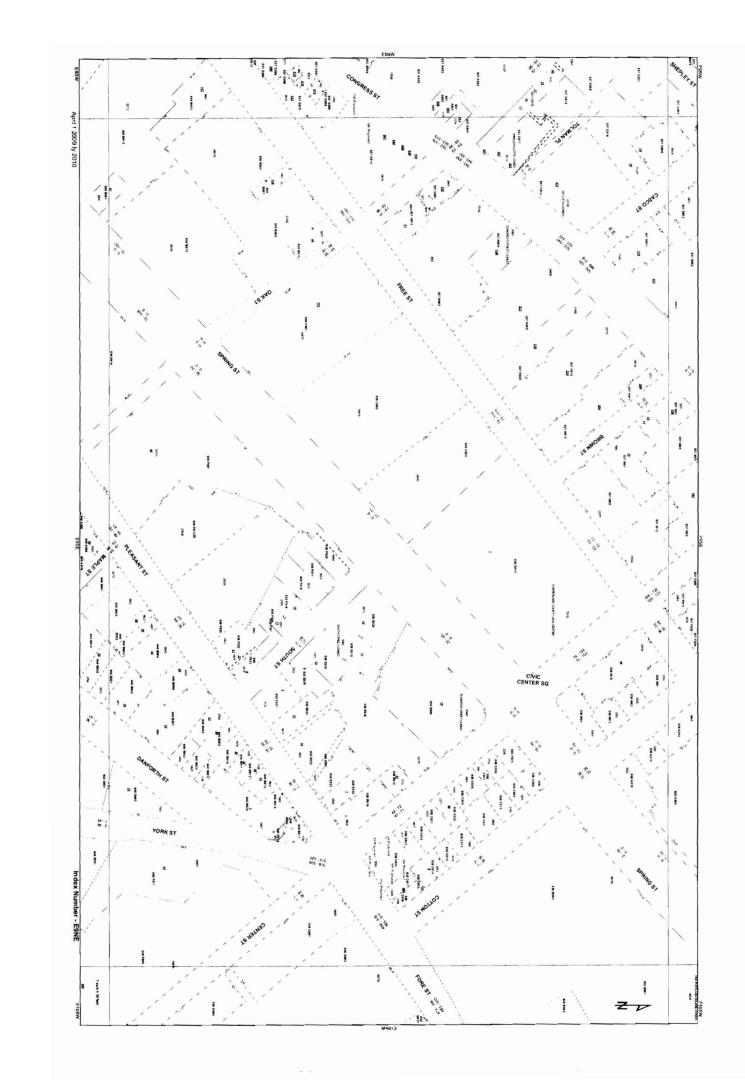
2/3/2010-jmb: Spoke to Keith, we agree on the location as long as the floor area is marked for no storage to the 2nd stair, ok to issue

General Building Permit Application

property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 503 Total Square Footage of Proposed Structure/A		Square Footage of Lot	J	Number of Stories A /35/B
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 038 Co.6001	Applicant * Name 🗸	must be owner, Cessee or Burnseph N. Pompeo	yer*	Pelephone:
38-C-16-17-35		EZip for Hand ME OF		
Lessee/DBA (If Applicable) Stands Received to the Long to the last to the las	Owner (if o	ifferent from Applicant)	Cof	k: \$ 40,000 O Fee: \$ 75
Sianos old Port Pizzeria	City, State &	k Zip	Total	1 Fee: \$ 495
If vacant, what was the previous use?	te and l Fompeo ST	l yes, please name	d Mar	Ling One Restaur
Who should we contact when the permit is read				ne: <u>632-562</u> 7
Mailing address: 45 Wordswo				 0
Please submit all of the information do so will result in the norder to be sure the City fully understands the nay request additional information prior to the is his form and other applications visit the Inspection office, room 315 City Hall or call 874-8703. hereby certify that I am the Owner of record of the name of the substantial	full scope of t	denial of your permit. the project, the Planning with the project, the Planning with the project in the projec	Develops	men Departme ns wnload co sses of
hereby certify that I am the Owner of record of the nat I have been authorized by the owner to make this ws of this jurisdiction. In addition, if a permit for worthorized representative shall have the authority to entrovisions of the codes applicable to this permit.	application as h rk described in	us/her authorized agent. I agret this application is issued, I certif	fy that the	rm to all applicable Code Official's
ignature:	Date	12/11/2009		
This is not a permit; you may	not commen		mit is iss	sue





COMMERCIAL LEASE (NET LEASE)

- PARTIES Cotton Street Development LLC, a Majne limited liability company with a mailing address of P.O. Box 6799, Scarborough, Maine 04070 ("LANDLORD"), hereby leases to Siano's Old Port Pizzeria, LLC, a Maine limited liability company with a mailing address of 505 Fore Street, Portland, Maine 04101 ("TENANT"), and the TENANT hereby leases from LANDLORD the below-described leased premises:
- LEASED The leased premises are deemed to contain 2.996 square feet of first floor commercial space and 1,700 square feet of basement **PREMISES** storage space. The leased premises are located at 503 and 505 Fore Street, Portland, Maine, as depicted on Exhibit A attached hereto. The leased premises are accepted in "as is" condition. The leased premises do not include any parking rights. TENANT acknowledges that the basement area of the building might be subject to water infiltration during wet seasons, and TENANT agrees that such water infiltration shall not be considered a constructive eviction.
- TERM The term of this lease shall be for five (5) years, unless sooner terminated as herein provided, commencing on the date this Lease is executed by LANDLORD and TENANT (the "Commencement Date") and expiring on the fifth (5th) anniversary of the Commencement Date.
- RENT Commencing on the earlier of (i) when TENANT opens for business to the public from the leased premises or (ii) February 1, 2010 (the "Rent Commencement Date"), TENANT shall pay to LANDLORD the annual base rent in the amount of Seventy-Two Thousand One Hundred Eighty-Eight and 96/100 Dollars (\$72,188.96), payable without any set-off or deduction whatsoever in advance in equal monthly installments of Six Thousand Fifteen and 75/100 Dollars (\$6,015.75) on the first day of each month during the term of this Lease, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to five percent (5%) of the amount due LANDLORD each month in addition to the rent
- So long as TENANT is not in default as of the time of exercise, TENANT shall have the option to renew this Lease for one (1) 5. RENEWAL OPTION successive renewal term of five (5) years duration. In order to exercise TENANT'S renewal option, TENANT shall notify LANDLORD in writing of its intention to exercise its option on or before six (6) months prior to the end of the initial term, such renewal to be upon the same terms and conditions set forth in this Lease except that TENANT shall have no further renewal options and except for base rent which shall be as follows:

Lease Year	Annual Base Rent	Monthly Rent
6	\$74,354.63	\$6,196.22
7	\$76,585.27	\$6,382.11
8	\$78,882.83	\$6,573.57
9	\$81,249.31	\$6,770,78
10	\$83,686.79	\$6,973.90

In the event that TENANT fails to notify LANDLORD of its exercise of a renewal option, time being of the essence, the option to renew this Lease shall be deemed to have been waived by TENANT.

SECURITY Upon the execution of this Lease, TENANT shall pay to LANDLORD the amount of Six Thousand Fifteen and 75/100 **DEPOSIT** Dollars (\$6,015.75), which shall be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions hereof.

7.

RENT

A. TAXES

OPERATING

COSTS

- Commencing on the Rent Commencement Date, TENANT will pay to LANDLORD as additional rent hereunder, in **ADJUSTMENT** accordance with this Article, Thirty-Two percent (32.0%) of all real estate taxes, special district taxes, and all betterments assessments on the land and buildings of which the leased premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. If LANDLORD obtains an abatement of any such real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.
 - Commencing on the Rent Commencement Date, TENANT shall pay to LANDLORD as additional rent hereunder in accordance with this Article, Thirty-Two percent (32.0%) of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e., as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located, but excluding the maintenance of the parking lots on Landlord's property (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, airconditioning, water, sewer, and other utility services and facilities to the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services and dumpster charges; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping, and grounds care; (vi) all other costs of the management of the building, including, without limitation, property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance, and

management of the building by LANDLORD. TENANT'S share of operating expenses shall be prorated should this Lease be

31.ESTOPPEL CERTIFICATE

At any time, and from time to time, upon the written request of LANDLORD or any mortgagee, TENANT within ten (10) days of the date of such written request agrees to execute and deliver to LANDLORD and/or such mortgagee, without charge and in a form satisfactory to LANDLORD and/or such mortgagee, a written statement: (i) ratifying this lease; (ii) confirming the commencement and expiration dates of the term of this lease; (iii) certifying that TENANT is in occupancy of the leased premises, and that the lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, and agreeing not to amend, modify or cancel this lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this lease to be satisfied or performed by LANDLORD have been satisfied and performed except as shall be stated; (v) certifying that LANDLORD is not in default under this lease and there are no defenses or offsets against the enforcement of this lease by LANDLORD, or stating the defaults and/or defenses claimed by TENANT; (vi) reciting the amount of advance rent, if any, paid by TENANT and the date to which such rent has been paid, and agreeing not to prepay rent more than thirty (30) days in advance; (vii) reciting the amount of security deposited with LANDLORD, if any; and (viii) any other information which LANDLORD or the mortgagee shall reasonably require. The failure of TENANT to execute, acknowledge and deliver to LANDLORD and/or any mortgagee a statement in accordance with the provisions of this Article within the period set forth herein shall LANDLORD shall be, at LANDLORD'S option, an event of default without notice and cure period.

32. IMPROVEMENTS

TENANT acknowledges and agrees that the leased premises are being delivered to TENANT "AS IS" and that LANDLORD has not agreed to do any fit-up work or make any improvements to the leased premises to prepare the same for occupancy by TENANT.

TENANT shall be responsible for, at its sole cost and expense, all interior modifications and alterations to the leased premises as are necessary or proper for the construction of the pizza restaurant and the operation of TENANT'S business, including but not limited to the installation of a Class 1 ventilation hood with fire suppression system sufficient to adequately ventilate TENANT'S pizza ovens and prevent odor and soot from contaminating other parts of the building (all of the foregoing, "TENANT'S Work"). All of TENANT'S Work shall be subject to prior review and prior written approval of LANDLORD, which consent shall not be unreasonably withheld. TENANT shall not commence any demolition of the leased premises until TENANT has obtained LANDLORD'S consent to TENANT'S Work. In particular, the ventilation system to be installed by TENANT shall be subject to LANDLORD'S review, which may include review by an engineer engaged by LANDLORD, as to the type of system, location within the leased premises, and with respect to any exterior ventilation fixtures. TENANT'S work shall: (i) be performed in a good and first-class workmanlike manner by qualified and licensed contractors who maintain adequate insurance; (ii) comply with applicable building codes, life safety regulations, Americans with Disabilities Act, Maine Human Rights Act, Maine Food Code, and other applicable laws, regulations, ordinances and codes and in accordance with the terms of this Lease; and (iii) not involve alterations or modifications to the structure, windows, store front or exterior of the building. Under no circumstance shall TENANT cover up or paint any exposed brick walls. TENANT acknowledges that the receipt of a certificate of occupancy by TENANT for alterations and improvements shall not be deemed satisfaction of provision (ii) above. TENANT shall provide to LANDLORD copies of reasonably detailed plans and specification for all of TENANT'S Work prior to seeking LANDLORD'S approval for such work.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LANDLORD: Cotton Street Development LLC

By:

Kefry D. Anderson
Its duly authorized Manager

TENANT: Siano's Old Port Pizzeria, LLC

Dated: December $\frac{1}{2}$, 2009

By:

Scott A. Provencher

Its duly authorized Manager

Jeanie Bourke - Sianos Old Port Pizzeria

From: John Ossie <jossie@cad-de-tech.com>

To: <jmb@portlandmaine.gov>

Date: 2/1/2010 9:15 AM **Subject:** Sianos Old Port Pizzeria

Hi Jeanie,

I have attached PDFs of the revised drawings.

I have added the additional bathroom fixtures as we discussed.

I have added the second basement egress.

I have modified the kitchen layout. A sandwhich prep unit will srve the kitchen and pizza making areas. The new counter will serve for pizza prep and food staging.

I have added the bar equipment as we discussed. You can see the under bar 3 bay sink as well as two ice wells, and a beer (not bear as the drawing shows) cooler.

I have added detail for the construction of the pizza oven. Please note the pizza oven sits on grade and not above the a basement room below.

The fume hood permit will be handled separately.

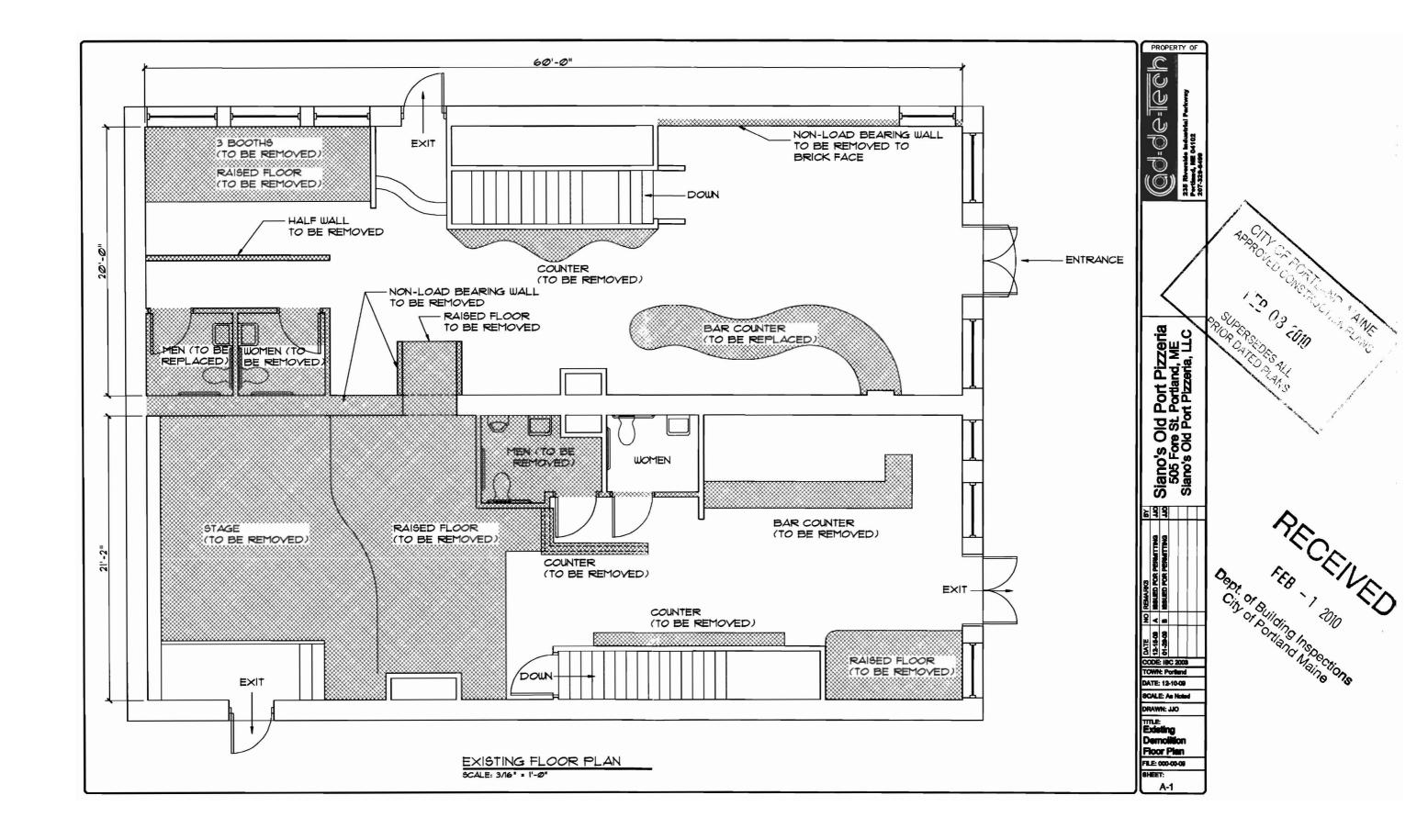
Please let me know if you need any more detail or revisions.

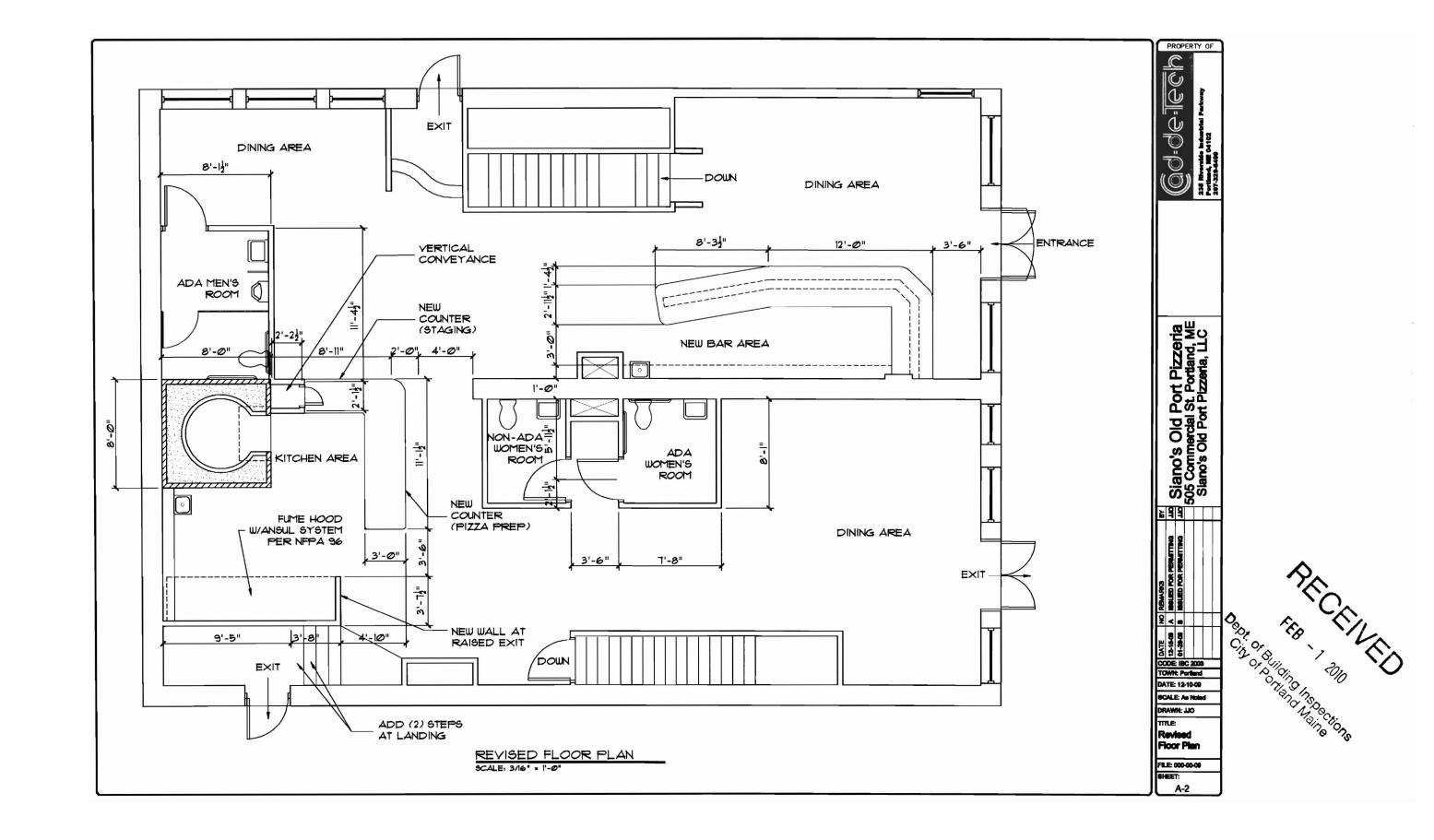
I would like to get the building permit issued today if at all possible.

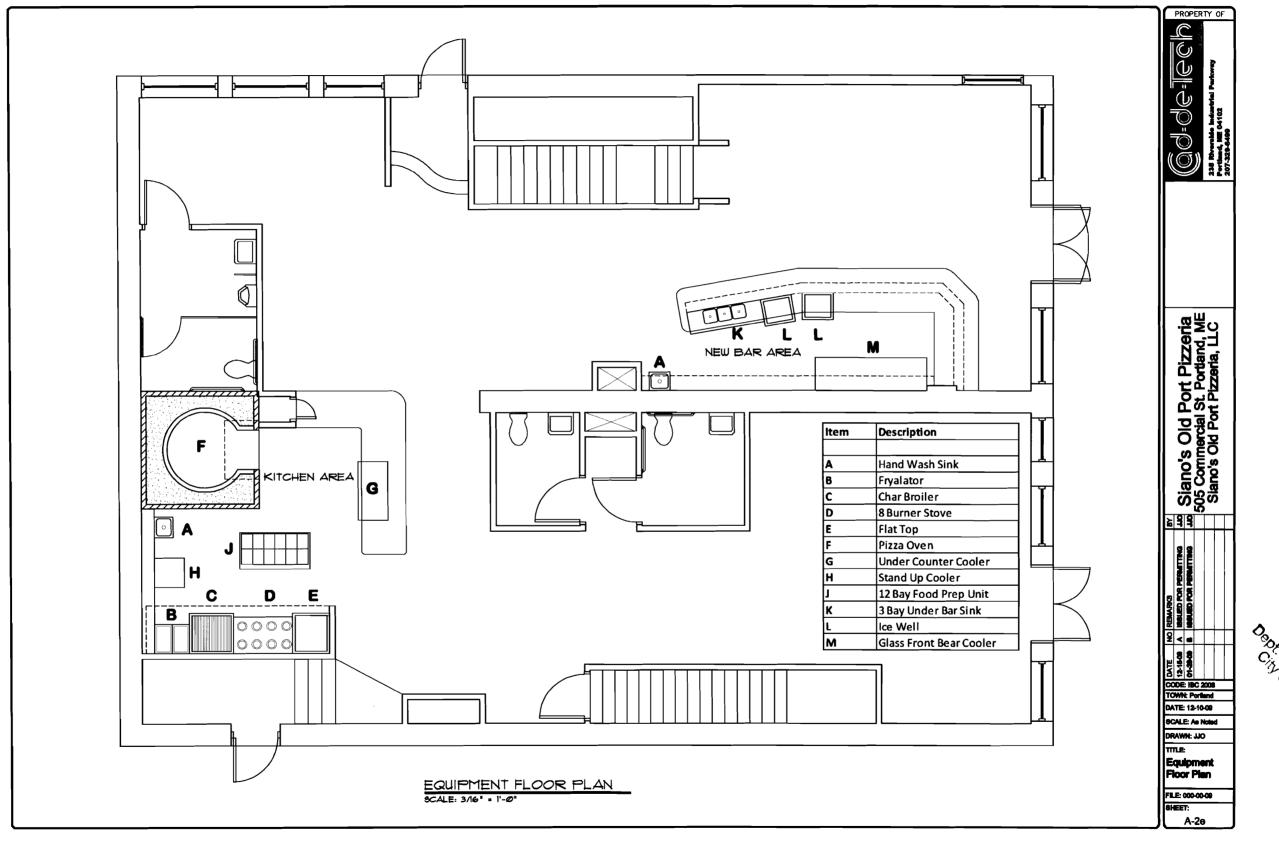
The PDFs are set up for 11x17 output at the scale noted.

regards,

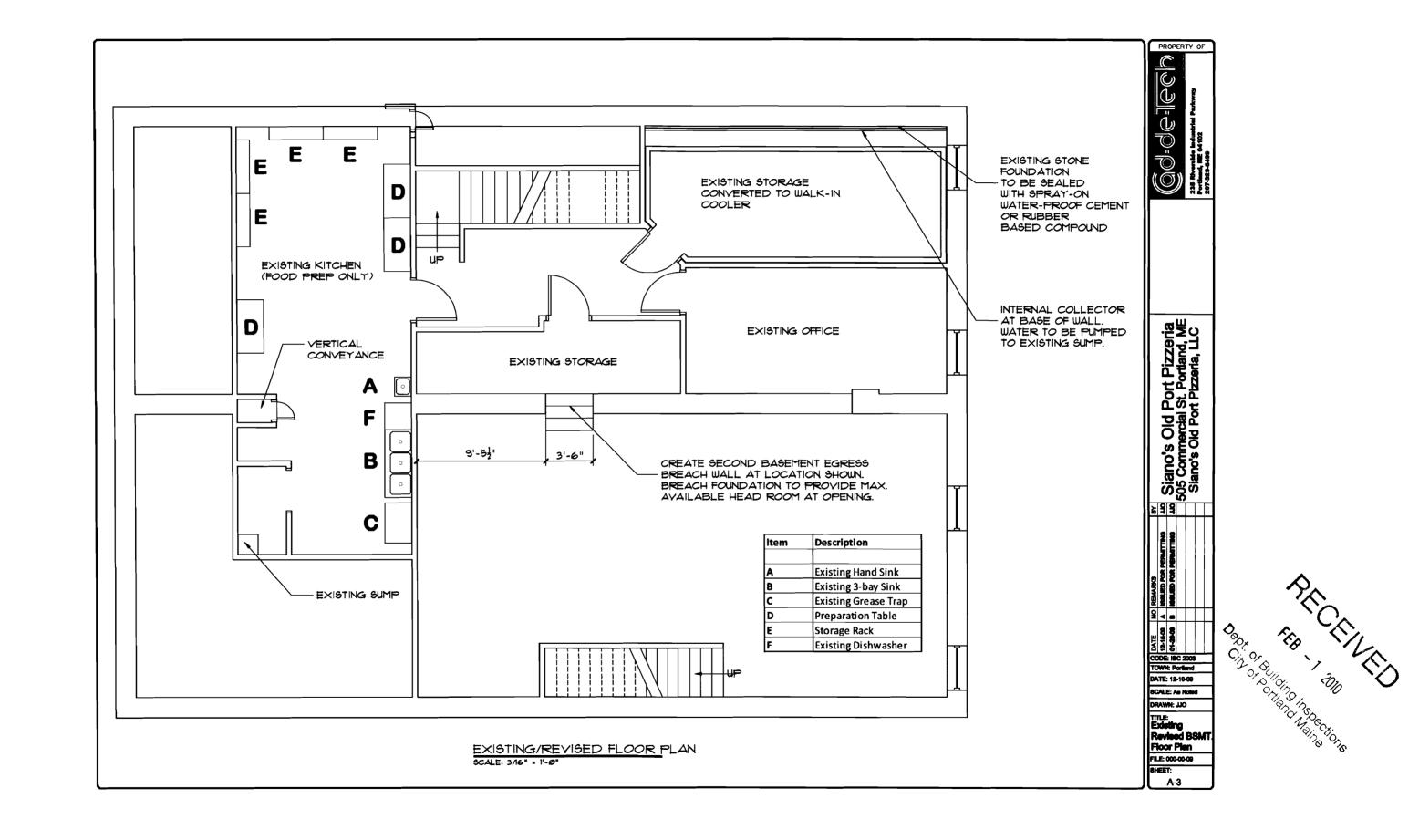
John Ossie

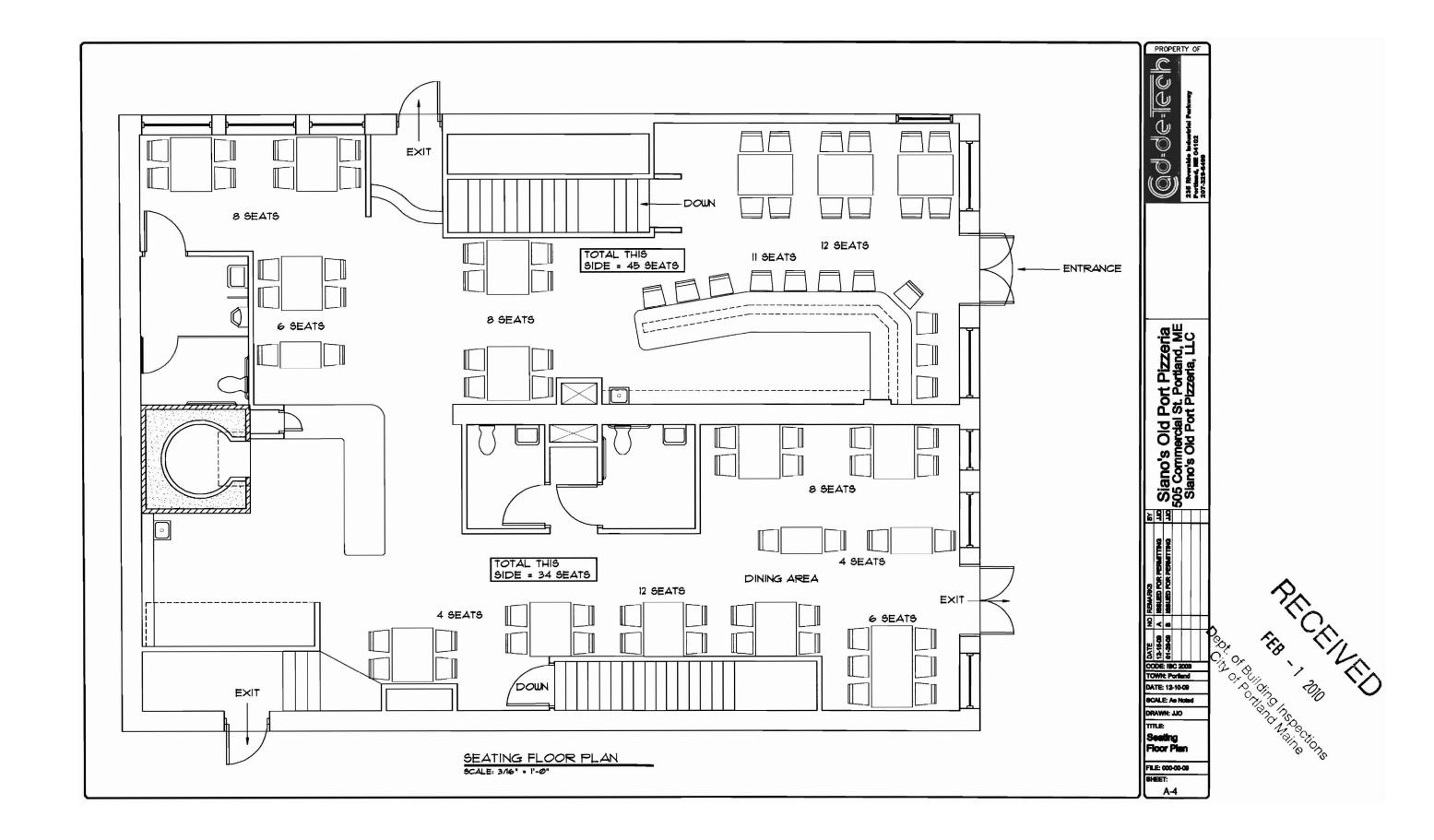


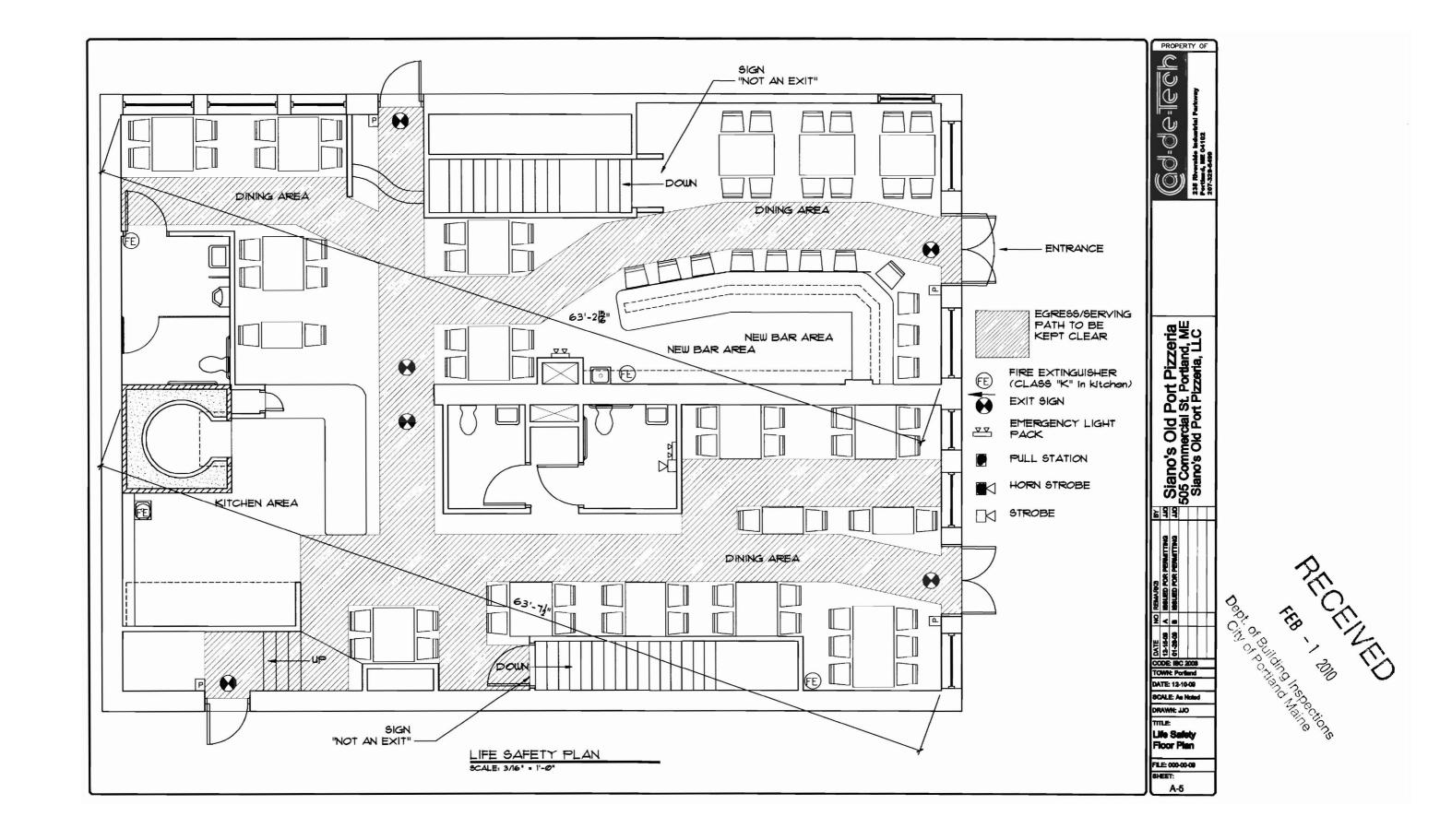


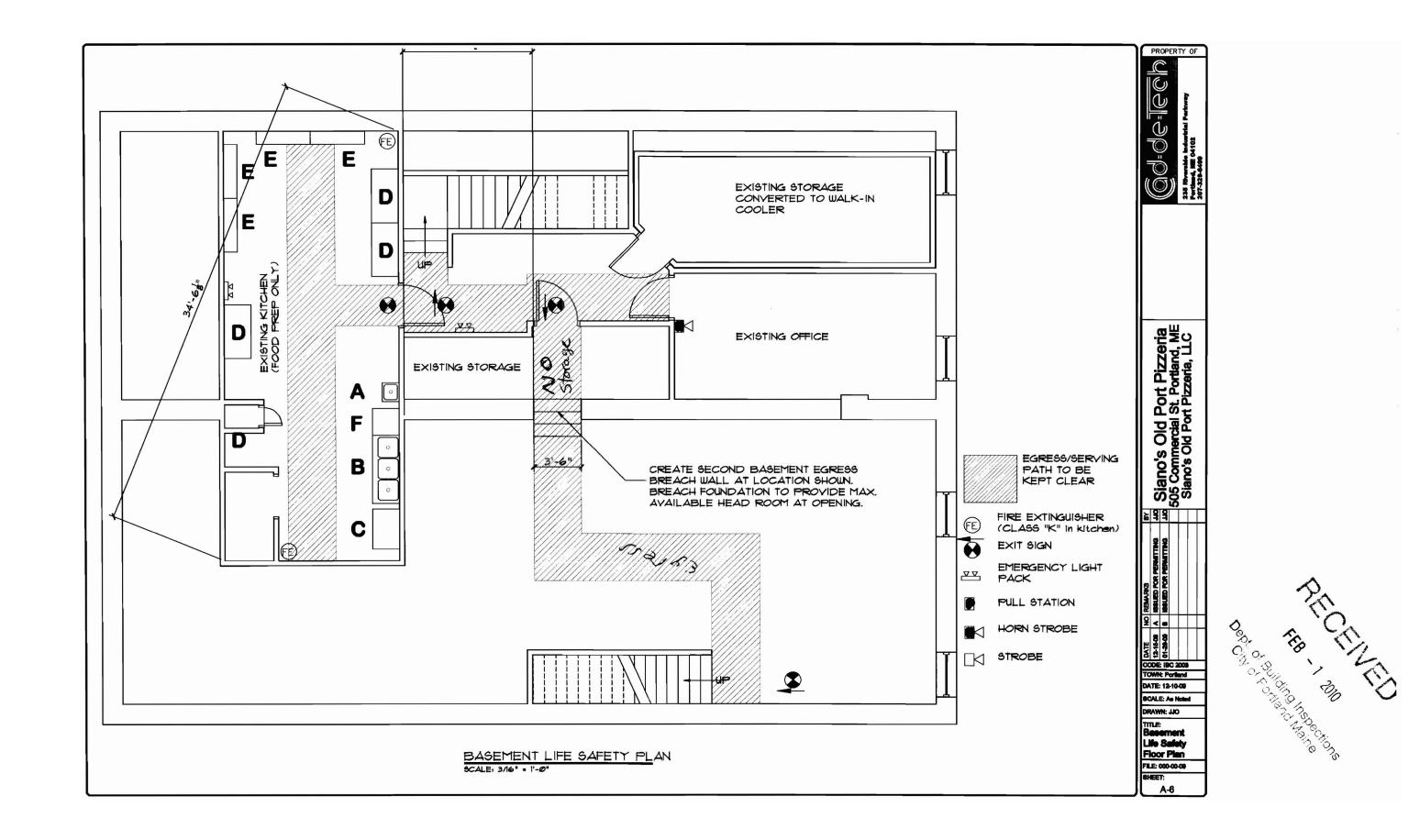


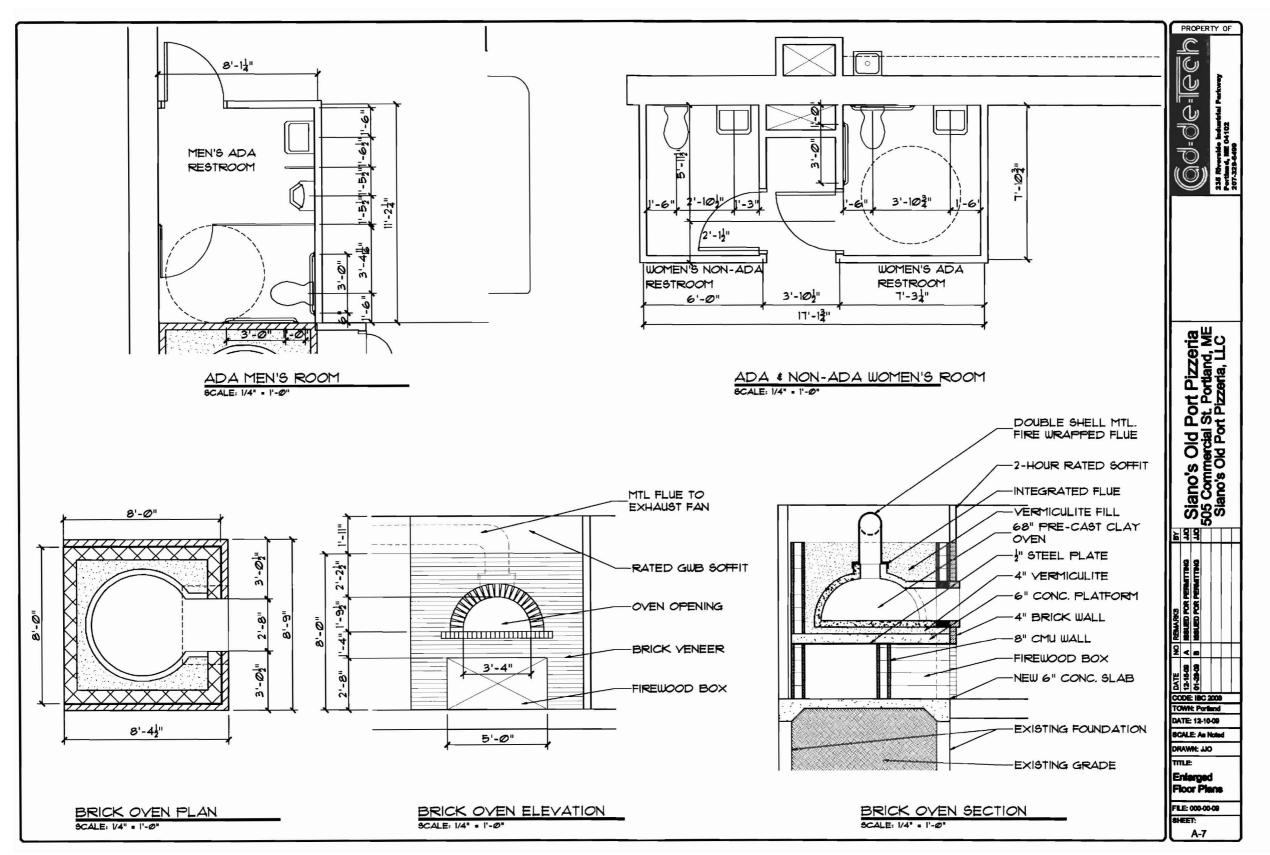
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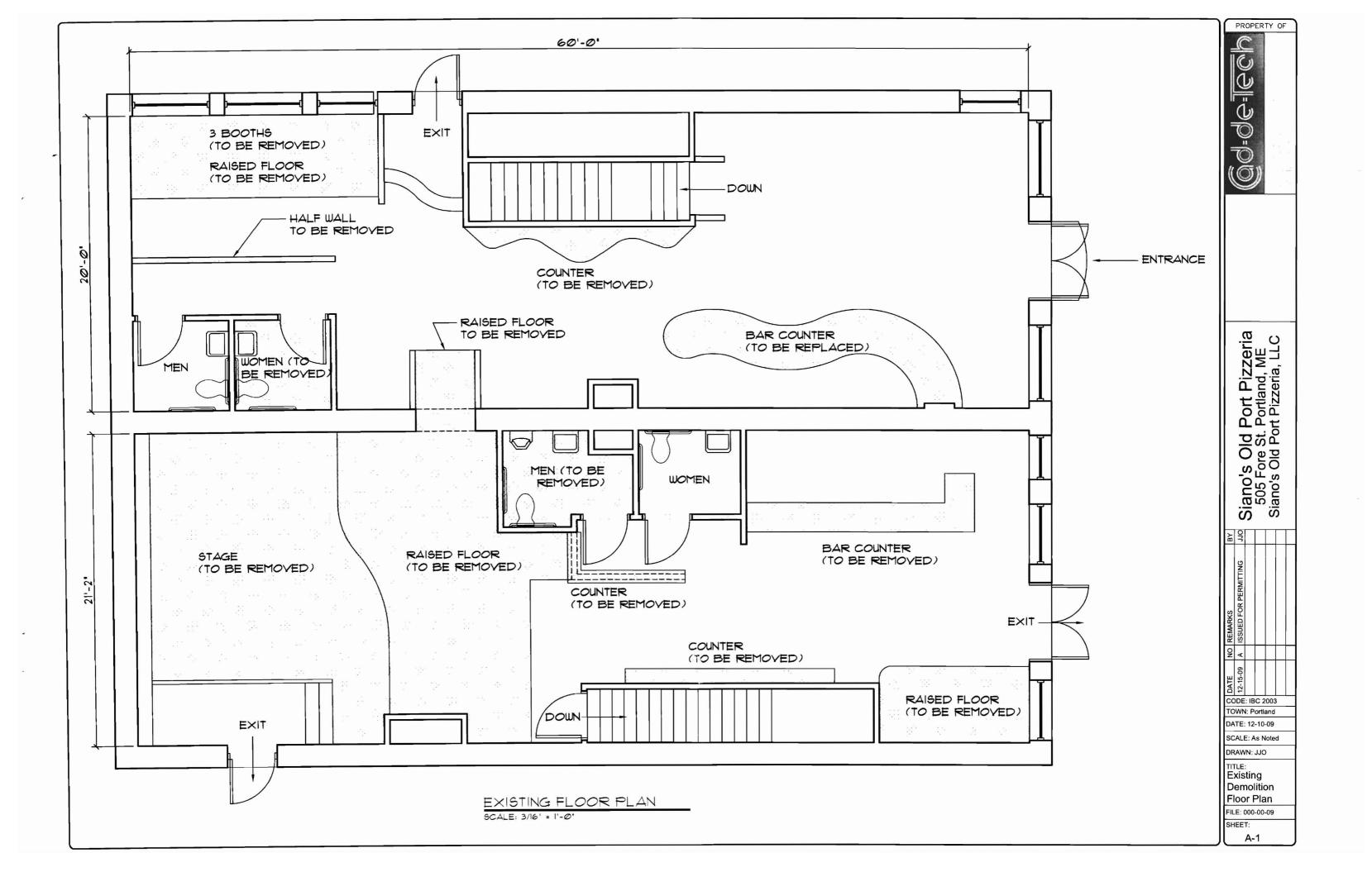


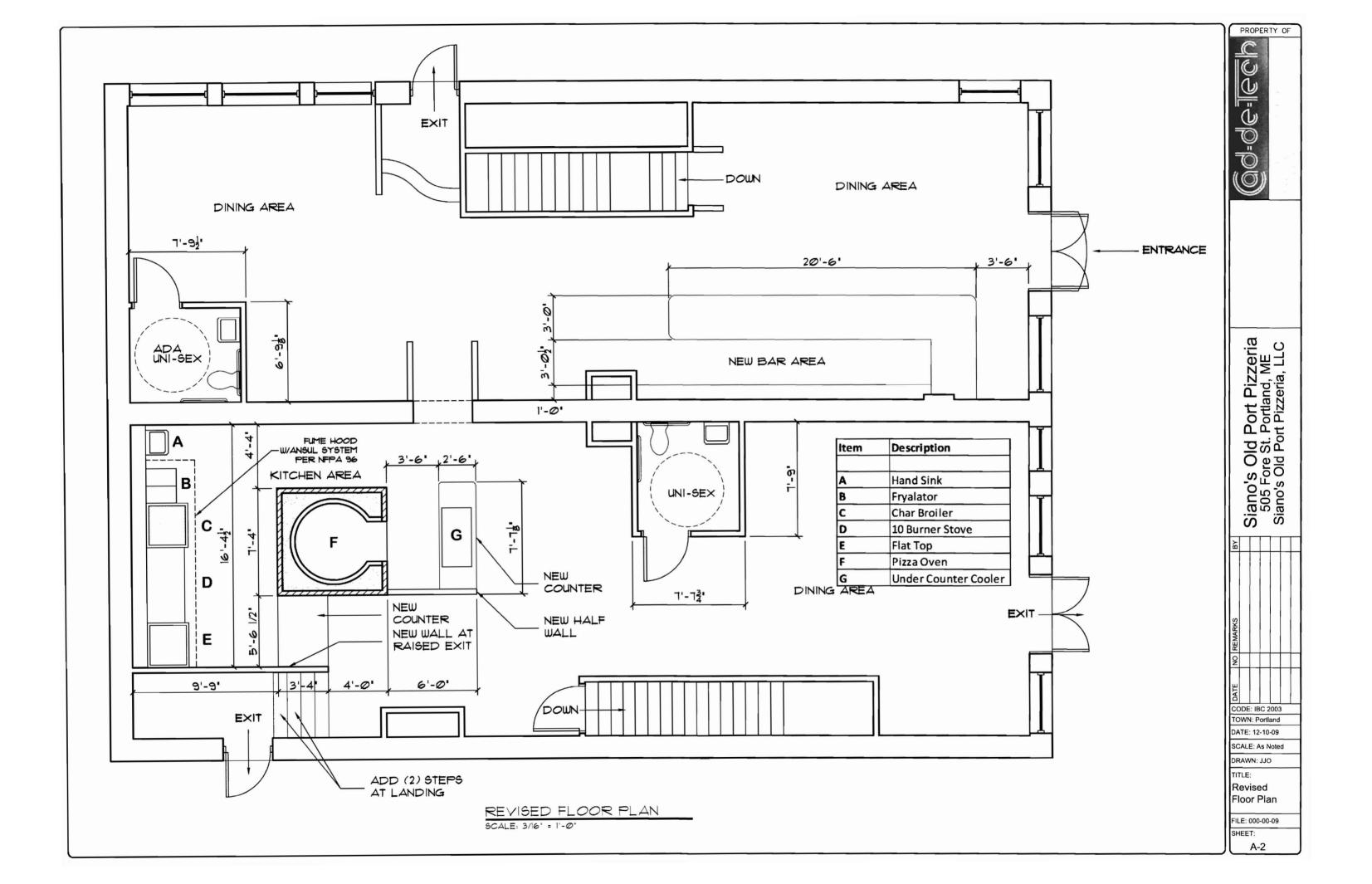


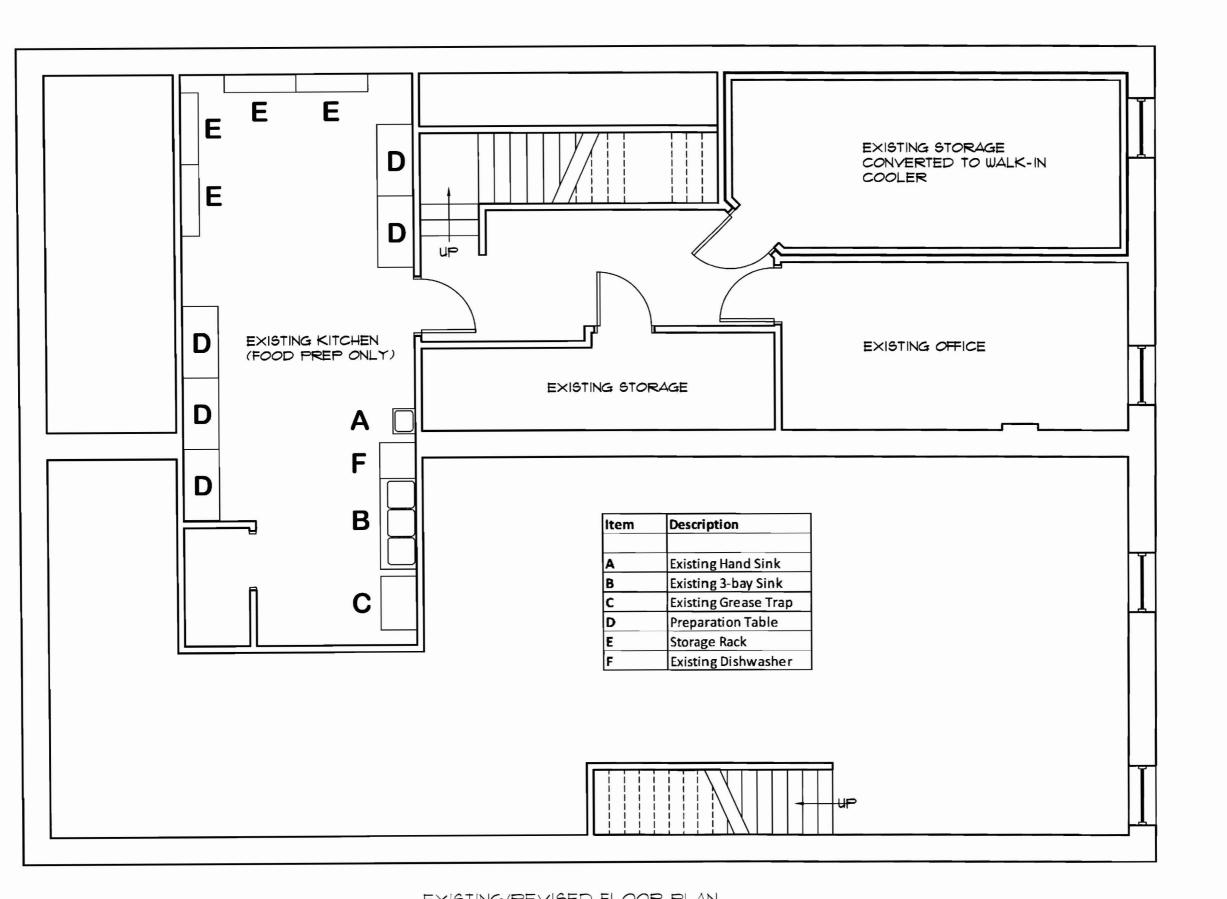




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PROPERTY OF Siano's Old Port Pizzeria 505 Fore St. Portland, ME Siano's Old Port Pizzeria, LLC

NO REMARKS			
REMA			
9			
TE			

CODE: IBC 2003 TOWN: Portland

DATE: 12-10-09

SCALE: As Noted

DRAWN: JJO

TITLE: Existing

Revised BSMT. Floor Plan

FILE: 000-00-09 SHEET:

A-3

EXISTING/REVISED FLOOR PLAN SCALE: 3/16' = 1'-0'

