



Planning &amp; Urban Development Department

*Director of Planning and Urban Development  
Jeff Levine**Inspection Services, Director  
Tammy M. Munson*

April 5, 2013

HOBSON PIER INC  
390 COMMERCIAL ST  
PORTLAND, ME 04104**CBL: 042 D002001**  
**Located at 390 COMMERCIAL ST****Hand Delivery**

Dear ,

**SECOND NOTICE OF VIOLATION AND  
NOTICE OF INTENT TO PROSECUTE**

A re-inspection of your property referenced above revealed that the structure and premises fails to comply with the previous violation notice sent to you. Attached is a copy of the outstanding violations.

The above-referenced property continues to be in violation of the Chapter 10, Fire Prevention and Protection, Article I of the Portland City Code (the "Code") and National Fire Protection Association ("NFPA") 101 Life Safety Code and NFPA: 1 Fire Prevention Code. Please note that the Code is available on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov).

All outstanding violations referenced in the attached notice shall be corrected within fifteen (15) days of the date of this notice. A re-inspection of the premises will occur on \_\_\_\_\_ at which time compliance will be required.

Please be advised that you will be required to pay a \$75.00 re-inspection fee. See Chapter 10, Fire Prevention and Protection, § 10-25.2. This must be paid within thirty (30) days of the re-inspection. Failure to pay the assessed fee will result in the City assessing a lien against the property pursuant to § 1-16 of the Code.

This is a notice of intent to prosecute. As such, the matter is being referred to the City of Portland Corporation Counsel for legal action and possible civil penalties as provided for in Chapter 10, Fire Prevention and Protection, § 10-25 of the Code and in Title 30-A M.R.S.A. § 4452.

Please contact us at [fireinspector@portlandmaine.gov](mailto:fireinspector@portlandmaine.gov) or (207) 874-8400 with any questions.

Sincerely,

Portland, Maine



Yes. Life's good here.

Planning & Urban Development Department

*Director of Planning and Urban Development*  
*Jeff Levine*

*Inspection Services, Director*  
*Tammy M. Munson*

Chris Pirone @  
Fire/Plan Review

**CITY OF PORTLAND**  
**DEPARTMENT OF PUBLIC SERVICES**

55 Portland Street  
 Portland, Maine 04101

**Fire Violations**

<b>Owner/Manager</b> HOBSON PIER INC		Suzanne Hunt	<b>Inspection Date</b> 2/7/2013
<b>Location</b> 390 COMMERCIAL ST	<b>CBL</b> 042 D002001	<b>Source</b> Fire Complaint	<b>Inspection Type</b> Snow Removal

<b>Code</b>	<b>Compliance Date</b>
1) 1.120      Obstructed Egress <b>Violation:</b> IN EVERY BUILDING OR STRUCTURE, MEANS OF EGRESS FROM ALL PARTS OF THE BUILDING SHALL BE MAINTAINED FREE AND UNOBSTRUCTED. <b>Notes:</b> IN EVERY BUILDING OR STRUCTURE, MEANS OF EGRESS FROM ALL PARTS OF THE BUILDING SHALL BE MAINTAINED FREE AND UNOBSTRUCTED. NFPA 101 2009 7.5.1.1.	
2) 59.290      Means Of Egress Requirements <b>Violation:</b> M <b>Notes:</b>	
3) 9.004      Fire Door(s) Blocked Open <b>Violation:</b> FIRE DOOR(S) BLOCKED OPEN <b>Notes:</b> FIRE DOOR(S) BLOCKED OPEN NFPA 101 2009 7.2.1.8.1.	
4) 8.008      Sprinkler Head Blocked <b>Violation:</b> Sprinkler head blocked <b>Notes:</b> Sprinkler head blocked by ceiling tiles and wall partitions throught the bld. NFPA 2009 13.3.3 and 13.3.3.4.1.5.1	
5) 8.026      Suppression System Needs Service <b>Violation:</b> Suppression system needs service <b>Notes:</b> Suppression system needs service inspection required per NFPA 25	
6) 8.016      Fire Alarm Needs Repair <b>Violation:</b> Fire alarm needs repair. <b>Notes:</b> fire alarm needs repair; alarm in trouble mode NFPA 101 4.6.13	
7) 8.038      Fire Alarm Inspection Sticker Required <b>Violation:</b> Fir <b>Notes:</b>	
8) 1.125      Exits Clearly Visible Or Conspicuously Indicated <b>Violation:</b> EVERY EXIT SHALL BE CLEARLY VISIBLE, OR THE ROUTE TO REACH EVERY EXIT SHALL BE CONSPICUOUSLY INDICATED. <b>Notes:</b> EVERY EXIT SHALL BE CLEARLY VISIBLE, OR THE ROUTE TO REACH EVERY EXIT SHALL BE CONSPICUOUSLY INDICATED. Exit signs missing per NFPA 101 2009 7.10 and 39.2.10	

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**CITY OF PORTLAND**  
**DEPARTMENT OF PUBLIC SERVICES**

55 Portland Street  
Portland, Maine 04101

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**Fire Violations**

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- 9) 1.131      Emergency Lighting Required
- Violation:** EMERGENCY LIGHTING FACILITIES FOR MEANS OF EGRESS SHALL BE PROVIDED IN ACCORDANCE WITH NFPA 101 LIFE SAFETY CODE.
- Notes:** EMERGENCY LIGHTING FACILITIES FOR MEANS OF EGRESS SHALL BE PROVIDED IN ACCORDANCE WITH NFPA 101 LIFE SAFETY CODE. NFPA 101 2009 4.6.13.1.
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# DEAN & ALLYN, INC.

FIRE PROTECTION • SPECIAL HAZARD

116 Lewiston Road  
P.O. Box 709 • Gray, Maine 04039-0709  
207/657-5646 fax 207/657-5647

## SERVICE WORK ORDER

No. \_\_\_\_\_

DATE 3-27-14

LOCATION OF WORK TO BE PERFORMED (PLEASE PRINT)

Job Name ISF Trading Inc.  
Street 390 Commercial St.  
City Portland State ME Zip \_\_\_\_\_

BILLING ADDRESS Telephone No. 207-879-1525

Customer Hobsons Paver Inc.  
(HEREINAFTER CALLED "BUYER")  
Street 390 Commercial St.  
City Portland State ME Zip \_\_\_\_\_

207-329-1603

Cust. P.O. No.	Service Representative <u>Josh L</u>	Terms <b>NET TEN (10) DAYS</b>
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Dean & Allyn, Inc. for and in consideration of the prices herein named, proposed to furnish the work and/or materials hereinafter described, subject to the conditions outlined below, and on the reverse side of this order.

Description of work or material:

Responded to E-call for tripped dry system. Found air compressor running and 1/4" air line broken. Shut off switch for air compressor did not work. Located breaker for compressor in hallway on second floor. Drained all six known low points. Air compressor should be up sized.

1 - 1/4" compression fitting labor

Customer has inspection contract:  Yes with Dean & Allyn   
 No with Other

TERMS OF THIS AGREEMENT ARE:

Time and Material

The price for work to be performed under this agreement shall be based on prevailing Dean & Allyn prices for material, labor and related items, in effect at the time supplied under this agreement.

TERMS OF THIS AGREEMENT ARE:

Lump Sum \$ \_\_\_\_\_

Any changes to scope and price of the work will be described in a "Field Change Order" and must be acknowledged by the Buyer.

ADDITIONAL TERMS:

- A. The terms of payment for invoices rendered against this order shall be net 10 days from date of invoice. Invoices may be rendered on a "Progress" basis, and the Buyer agrees to pay such progress billing in full, in accordance with the terms of payment.
- B. Travel time will be included in the hours on all time and material orders.
- C. See reverse side of this order for other General Terms and Conditions.

BUYER'S ACCEPTANCE:

[Signature]  
\_\_\_\_\_  
(Print) Name of Authorized Buyer  
Josh L  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
3/27/14  
\_\_\_\_\_  
Date