

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION PERMIT

Permit Number: 061815

PERMIT ISSUED

MAR 5 2007

This is to certify that SHALOM HOUSE INC / The Baxter Company

has permission to Commercial Change of Use second floor storage business and interior fit-up

AT 321 VALLEY ST

065 D018001

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission procedure is complete this building or part thereof shall be closed or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

Dan Burke 3/2/07
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-1815	Issue Date:	CBL: 065 D018001
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Location of Construction: 321 VALLEY ST (1st 6.1 mon)	Owner Name: SHALOM HOUSE INC	Owner Address: PO BOX 560	Phone:
Business Name:	Contractor Name: The Thaxter Company	Contractor Address: 55 Bell Street Portland	Phone: 2077753499
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B2

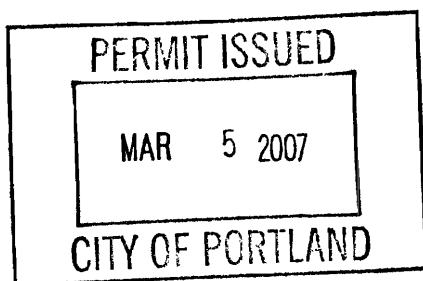
Past Use: Commercial /Business, storage	Proposed Use: Commercial Change of Use second floor storage to business and interior fit-up	Permit Fee: \$4,065.00	Cost of Work: \$396,128.00	CEO District: 2
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied See Conditions	INSPECTION: Use Group: B Type: SB DBL-2003	

Proposed Project Description: Commercial Change of Use second floor storage to business and interior fit-up	Signature: <i>Greg Cass</i>	Signature: <i>AMB 3/2/07</i>
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
Signature:		Date:

Permit Taken By: dmartin	Date Applied For: 12/19/2006	Zoning Approval
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan exemption 2/16/07 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 12/19/06 <i>AMB</i>	Zoning Appeal <input type="checkbox"/> Variance <input checked="" type="checkbox"/> Miscellaneous granted 5-0 <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: <i>2/15/07</i>	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ARM</i> Date:
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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

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-1815	Date Applied For: 12/19/2006	CBL: 065 D018001
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Location of Construction: 321 VALLEY ST (106 Gilman)	Owner Name: SHALOM HOUSE INC	Owner Address: PO BOX 560	Phone:
Business Name:	Contractor Name: The Thaxter Company	Contractor Address: 55 Bell Street Portland	Phone: (207) 775-3499
Lessee/Buyer's Name	Phone:	Permit Type: Change of Use - Commercial	

Proposed Use: Commercial Change of Use second floor storage to business and interior fit-up	Proposed Project Description: Commercial Change of Use second floor storage to business and interior fit-up
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 02/16/2007

Note: Change of use is 5955 s.f. Need one space for each 334 s.f, so need 18 spaces which are being leased across the street. **Ok to Issue:**
Zoning can't sign off until miscellaneous appeal happens.
2/15/07 ZBA approved appeal for parking 5-0.

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 03/02/2007

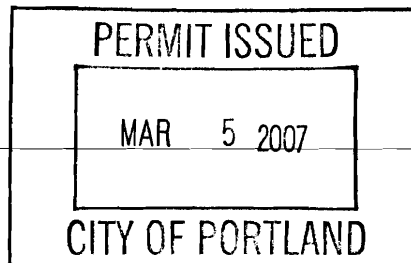
Note: Mike Nugent did the initial review **Ok to Issue:**

- 1) All penetrations through rated assemblies must be protected by an approved firestop system installed as tested in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712.
2) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 01/05/2007

Note: **Ok to Issue:**

- 1) Sprinkler test report required
2) Application requires State Fire Marshal approval.
3) All construction shall comply with NFPA 101
4) Fire alarm test certificate required

**Comments:**

1/4/2007-amachado: Left message for Steve Kelton(sp.?) at the Thaxter Company. Change of use in B2 needs to show parking. The leased parking is more than 100' from the lot (section 14-334) so the applicant needs to do a miscellaneous appeal for the parking before we can sign off on the permit.

1/4/2007-amachado: Spoke to Bill Floyd at Shalom House. He will get the architect to do an exact measurement from the edge of the Shalom House property to the lot with the leased parking to show the exact distance. I told him that I would move the permit forward in the review process while I was waiting. He will probably have to do a miscellaneous appeal.

1/17/2007-ldobson: Permit # 061815 321 Valley St. Placed on Hold pending Zoning approval PER MJN

2/16/2007-amachado: Zoning Board of Appeals approved appeal for offsite parking 5-0.

3/2/2007-jmb: Steve Kelton called for status, verified by MJN that he handed off, Steve emailed the responses to MJN's review. Ok to issue

From: "Steve Keltonic" <steve@thaxtercompany.com>
To: <jmb@portlandmaine.gov>
Date: 2/28/2007 2:56:47 PM
Subject: FW: 321 Valley AKA 106 Gilman 065 D018

-----Original Message-----

From: john shields [mailto:shields@archetypepa.com]
Sent: Friday, February 16, 2007 12:01 PM
To: LDobson@portlandmaine.gov
Cc: Steve Keltonic; 'Bill Floyd'; Norman Maze
Subject: RE: 321 Valley AKA 106 Gilman 065 D018

Hello Lannie - attached are responses to Mike Nugent's questions on this project.

Thanks - John Shields, Project Architect

-----Original Message-----

From: Lannie Dobson [mailto:LDobson@portlandmaine.gov]
Sent: Wednesday, January 17, 2007 10:36 AM
To: lloyd@archetypepa.com; MikeN@dirigomgmt.com
Cc: Jeanie Bourke
Subject: 321 Valley AKA 106 Gilman 065 D018

Mike Nugent has the following questions for 321 Valley (106 Gilman) - Permit # 061815 321 Valley St. Placed on Hold pending Zoning approval. Please contact David LLoyd and ask him for the following info, I don't seem to have his email any longer. If you could copy me when you email him it would re-establish the link.:

- 1) A statement of Specian Inspections for the elevator shaft and associated framing alterations.
- 2)The fire rating with UL listing for the elevator shaft.
- 3) Elevator door information establishing compliance with Section 715.3.2
- 4) Fire Reistance ratings of Shaft Supporting structural elements establishing compliance with Section 707.5.
- 5) Please provide information establishing compliance with Section 1023.1 or the exceptions with regard to the use of Lobby 103 for the exit discharge.
- 6) HVAC plans must be sumitted.
- 7) What type of Construction is the building?

2/16/2007

Mike Nugent
Inspection Department
City Hall
Portland, Maine 04101

RE: Business Interior Fit-up, 106 Gilman Street, Portland, Maine

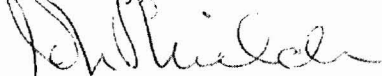
Dear Mike,

Following are responses to your email of January 17th. The General Contractor is diligently working on answers to your items #3 and #6. Would you be able to issue the permit with those items as conditions?

Also, the Zoning Board of Appeals approved the parking plan last night so the zoning and planning issues have been resolved.

1. Statement of Special Inspections – enclosed.
2. Elevator Shaft Rating – rating is (2) hours, see UL Design No. U905 attached.
3. Elevator Door – to follow.
4. Section 707.5 Continuity - "The supporting construction shall be protected to afford the required fire-resistance rating of the element supported." In this project the supporting construction (elevator shaft) has a fire resistance rating of (2) hours and the elements supported (floor and roof framing) are not required to be rated.
5. Section 1023 Exit Discharge – the project meets the requirements for Exception No. 1.
 - The exterior door is readily visible and identifiable from the point of termination of the exit enclosure.
 - The entire area of the level of discharge is separated from areas below by construction conforming to the fire resistance for the exit enclosure – Lobby 103 sits on a 12" thick concrete slab on grade.
 - The building is fully sprinkled.
6. HVAC Plans – to follow.
7. Construction Type – VB.

Sincerely,



John Shields
Architect

Cc: Bill Floyd – Shalom House, Inc.
Steve Keltonic – The Thaxter Company



Statement of Special Inspections

Project: *MMC Interior Office Fit-Up*
Location: *106 Gilman Street, Portland, ME*
Owner: *Shalom House, Inc. P.O. Box 560 Portland, ME 04112*
Design Professional in Responsible Charge: *David J. Tetreault, P.E.*

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

- Structural Mechanical/Electrical/Plumbing
 Architectural Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

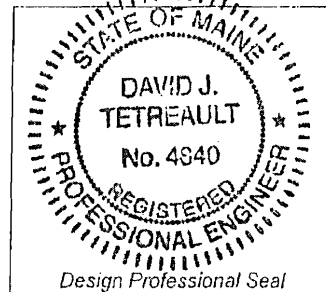
Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: *As required*

or per attached schedule.

Prepared by:

David J. Tetreault, P.E.
(type or print name)



David J. Tetreault Jan. 24, 2007
Signature Date

Owner's Authorization:

Building Official's Acceptance:

William [Signature] 1/29/07 _____
Signature Date Signature Date

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- | | |
|--|--|
| <input type="checkbox"/> Soils and Foundations | <input type="checkbox"/> Spray Fire Resistant Material |
| <input type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Wood Construction |
| <input type="checkbox"/> Precast Concrete | <input type="checkbox"/> Exterior Insulation and Finish System |
| <input checked="" type="checkbox"/> Masonry | <input type="checkbox"/> Mechanical & Electrical Systems |
| <input checked="" type="checkbox"/> Structural Steel | <input type="checkbox"/> Architectural Systems |
| <input type="checkbox"/> Cold-Formed Steel Framing | <input type="checkbox"/> Special Cases |

Special Inspection Agencies	Firm	Address, Telephone
1. Special Inspection Coordinator	<i>David J. Tetreault, P.E. Structural Design Consulting, Inc.</i>	<i>22 Oakmont Drive Old Orchard Beach, ME 04064 207-934-8038</i>
2. Inspector	<i>S.W. Cole Engineering, Inc</i>	<i>286 Portland Road Gray, ME 04039 207 657-28667</i>
3. Testing Agency		
4.		
5.		
6.		

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Quality Assurance Plan

Quality Assurance for Seismic Resistance

Seismic Design Category *C*
Quality Assurance Plan Required (Y/N) *N*

Description of seismic force resisting system and designated seismic systems:

The seismic force resisting system for the building is not changed with the interior fit-up.

Therefore Q/A plan not required

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust) *100 mph*
Wind Exposure Category *C*
Quality Assurance Plan Required (Y/N) *N*

The wind force resisting system for the building is not changed with the interior fit-up.

Therefore Q/A plan not required

Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

Qualifications of Inspectors and Testing Technicians

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the *Agency Number* on the Schedule.

PE/SE	Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE	Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations
EIT	Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination

American Concrete Institute (ACI) Certification

ACI-CFTT	Concrete Field Testing Technician – Grade 1
ACI-CCI	Concrete Construction Inspector
ACI-LTT	Laboratory Testing Technician – Grade 1&2
ACI-STT	Strength Testing Technician

American Welding Society (AWS) Certification

AWS-CWI	Certified Welding Inspector
AWS/AISC-SSI	Certified Structural Steel Inspector

American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III.
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International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

National Institute for Certification in Engineering Technologies (NICET)

NICET-CT	Concrete Technician – Levels I, II, III & IV
NICET-ST	Soils Technician - Levels I, II, III & IV
NICET-GET	Geotechnical Engineering Technician - Levels I, II, III & IV

Exterior Design Institute (EDI) Certification

EDI-EIFS	EIFS Third Party Inspector
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Other

Masonry

Item	Req'd Y/N	Agency #	Scope
1. Material Certification	Y	1	<i>Review certified mill test reports for reinforcing steel</i>
2. Mixing of Mortar and Grout	Y	2	<i>Inspect proportioning, mixing and retempering of mortar and grout.</i>
3. Installation of Masonry	Y	2	<i>Inspect size, layout, bonding and placement of masonry units.</i>
4. Mortar Joints	Y	2	<i>Inspect construction of mortar joints including tooling and filling of head joints.</i>
5. Reinforcement Installation	Y	2	<i>Inspect placement, positioning and lapping of reinforcing steel.</i>
6. Prestressed Masonry	N		
7. Grouting Operations	Y	2	<i>Inspect placement and consolidation of grout. Inspect masonry clean-outs for high-lift grouting.</i>
7. Weather Protection	N		
9. Evaluation of Masonry Strength	Y	2	<i>Test compressive strength of mortar and grout cube samples (ASTM C780). Test compressive strength of masonry prisms (ASTM C1314).</i>
10. Anchors and Ties	N		
11. Other:	N		

Structural Steel

Item	Req'd Y/N	Agency # (Scope
1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	N		
2. Material Certification	Y	I	<i>Review identification markings and manufacturer's load capacity for expansion anchors</i>
3. Open Web Steel Joists	Y	I	<i>Inspect modifications to existing open-web steel joists for conformance with Contract Documents..</i>
4. Bolting	Y	I	<i>Inspect installation and tightening of expansion anchors</i>
5. Welding	N		
6. Shear Connectors	N		
7. Structural Details	Y	I	<i>Inspect steel framing details for compliance contract Documents</i>
8. Metal Deck	N		
9. Other:	N		



BXUV.U905 Fire Resistance Ratings - ANSI/UL 263

[Page Bottom](#)

Fire Resistance Ratings - ANSI/UL 263

[See General Information for Fire Resistance Ratings - ANSI/UL 263](#)

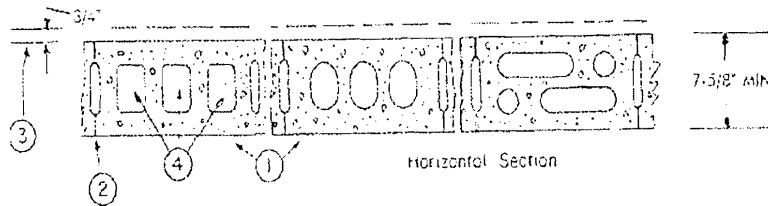
Design No. U905

March 17, 2004

Bearing Wall Rating — 2 HR.

Nonbearing Wall Rating — 2 HR

Load Restricted for Canadian Applications — See Guide [BXUV7](#)



- 1. **Concrete Blocks*** — Various designs. Classification D-2 (2 hr).
See **Concrete Blocks** category for list of eligible manufacturers.
 - 2. **Mortar** — Blocks laid in full bed of mortar, nom. 3/8 in. thick, of not less than 2-1/4 and not more than 3-1/2 parts of clean sharp sand to 1 part Portland cement (proportioned by volume) and not more than 50 percent hydrated lime (by cement volume). Vertical joints staggered.
 - 3. **Portland Cement Stucco or Gypsum Plaster** — Add 1/2 hr to classification if used. Where combustible members are framed in wall, plaster or stucco must be applied on the face opposite framing to achieve a max. Classification of 1-1/2 hr. Attached to concrete blocks (Item 1).
 - 4. **Loose Masonry Fill** — If all core spaces are filled with loose dry expanded slag, expanded clay or shale (Rotary Kiln Process), water repellant vermiculite masonry fill insulation, or silicone treated perlite loose fill insulation add 2 hr to classification.
 - 5. **Foamed Plastic*** — (Optional-Not Shown) — 1-1/2 in. thick max, 4 ft wide sheathing attached to concrete blocks (Item 1).
- THE DOW CHEMICAL CO** — Type Thermax

*Bearing the UL Classification Mark

[Last Updated on 2004-03-17](#)

[Questions?](#)

[Notice of Disclaimer](#)

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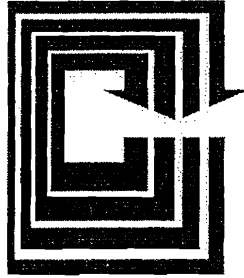
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February 26, 2007

Canton Elevator, Inc.
Attn: Eddie Davis
647 Third Street, N.W.
Massillon, OH 44647

Dear Mr. Davis:

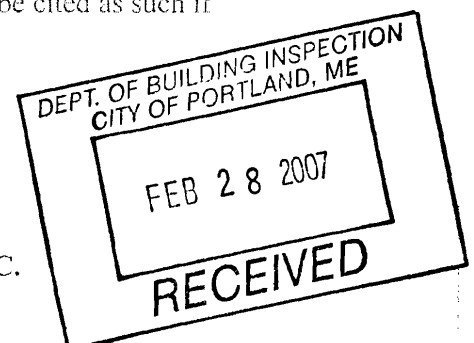
As per our telephone conversation last week, please let this letter act as a summary of our discussions about the interpretations of the smoke and draft control requirements of the International Building Code (IBC) with regard to elevator doors.

Let me first say that this is not an unusual question for us to hear, not only because we are door manufacturers, but also because of our committee memberships on the ASME A17.1 Elevator and Escalator Code Writing Committees. (Remember that my father, Lou, is on the main/executive committee, and I am a member of the hoistway committee.)

Frequently, when sitting in these committee meetings, we are called upon to interpret sections of the A17.1 Code and corresponding sections of various building codes. It is important to first understand that all U.S. building codes (including the IBC) defer to the requirements of A17.1 with regard to elevator and escalator safety code requirements. And presently, as the A17 Code is written today, there are no requirements for smoke and draft control devices on elevator entrances. While the code does not prohibit their use, it does require that the addition of smoke/draft control devices do not impair the proper performance/operation of the elevator entrance equipment.

A common misconception of the IBC occurs in the reading of section 715.3.3 is that this ruling applies to sliding elevator doors. All of section 715.3 (starting way back at 715.3.1) deals exclusively with side-hinged or pivoted swinging doors (not sliding elevator doors). This is clear when reading the last few sentences of 715.3.3 where an "artificial bottom seal" is required to close the gap between the bottom of the door and the floor. (Swing doors do not have gaps around the top and sides of the door since they close against the "stop" in the jamb.) Sliding elevator doors have gaps not only at the floor, but on the side and top of the door as well, and therefore would be cited as such if this rule did actually pertain to sliding doors.

COLUMBIA ELEVATOR PRODUCTS CO., INC.
175 NORTH MAIN STREET PORT CHESTER, N.Y. 10573
(914) 937-7100 (800) 354-2254 FAX (914) 937-9181



All that being said, the test procedure listed in the rule is U.L. 1784, which tests doors ~~to~~ the NFPA 105 standard. Columbia did test to NFPA's 105 at Warnock Hersey International back in 1987. (Before U.L. started even doing the 105 testing, Warnock Hersey was way out ahead of U.L. in this particular type of testing back in the 80's.)

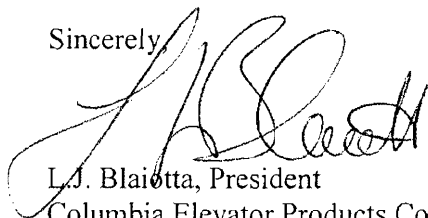
We tested our product using the gasketing material called Therm-O-Brush by Sealeze Corporation. A title page for the Test Report # 630-711300 that was produced in March (ATTACHMENT #1) of 1987 is included, as well as an updated letter from the Warnock Hersey International testing laboratories in October of 1990 that states that the gasketing material complies with U.L.'s 1784 test procedures which came out in 1990. (ATTACHMENT # 2)

So, in summary, while 715.3.3 is asking for U.L. 1784 compliance of swinging corridor doors or smoke barrier doors, it does not refer to sliding elevator doors in shaftways. And although it is not required, Columbia did test its sliding shaftway elevator doors back in 1987 (before there was even a U.L. 1784 test standard that tested for compliance with NFPA 105).

Columbia, using the Sealeze Therm-O-Brush II gasketing system did comply with the test standard, a fact that was reconfirmed in 1990 when the new U.L. test standard was finally introduced. So, in conclusion, Columbia doors, when gasketed using Sealeze's Therm-O-Brush II does comply with NFPA 105 as tested in U.L. 1784.

Thank you for your inquiry into this matter.

Sincerely,



L.J. Blaiotta, President
Columbia Elevator Products Co., Inc.

LJB / mm
Encls



TEST REPORT #630-711300

REPORT
OF

TEST OF GASKETING FOR RESISTANCE TO
AIR FLOW AT ELEVATED TEMPERATURE
TO DETERMINE EFFECTIVENESS AS A SMOKE
CONTROL DOOR SEAL

Att #1

FOR

SEALEZE CORPORATION
RICHMOND, VIRGINIA

BY

WARNOCK HERSEY INTERNATIONAL, INC.
MIDDLETON, WISCONSIN 53562

TEST DATE: 27 MARCH 1987
REPORT DATE: 31 MARCH 1987

The product described herein has met the performance requirements to be eligible for a Warnock Hersey International (WHI) certification program. This report does not automatically imply certification. Products must bear a WHI label in order to demonstrate WHI certification. Warnock Hersey authorizes the above named client to reproduce this report only in its entirety.



Warnock Hersey

8431 MURPHY DRIVE, MIDDLETON, WI 53562
TEL. (608) 836-4400 FAX 608 831-9279

October 9, 1990

Dennis Klisz
Sealeze Corporation
8013 Whitebark Terrace
Richmond, VA 23237


Dear Dennis:

Please excuse my delay in responding to your September 20, 1990 letter regarding our listing of your gasket. I've been out of the office a lot lately and I am just now getting caught up.

I have reviewed your file in light of the publication of UL1784 and find that there is no inconsistency with the tests you have had run and the current test standard. I conclude, therefore, that the listing and labeling information for your Therm-O-Brush II is still valid.

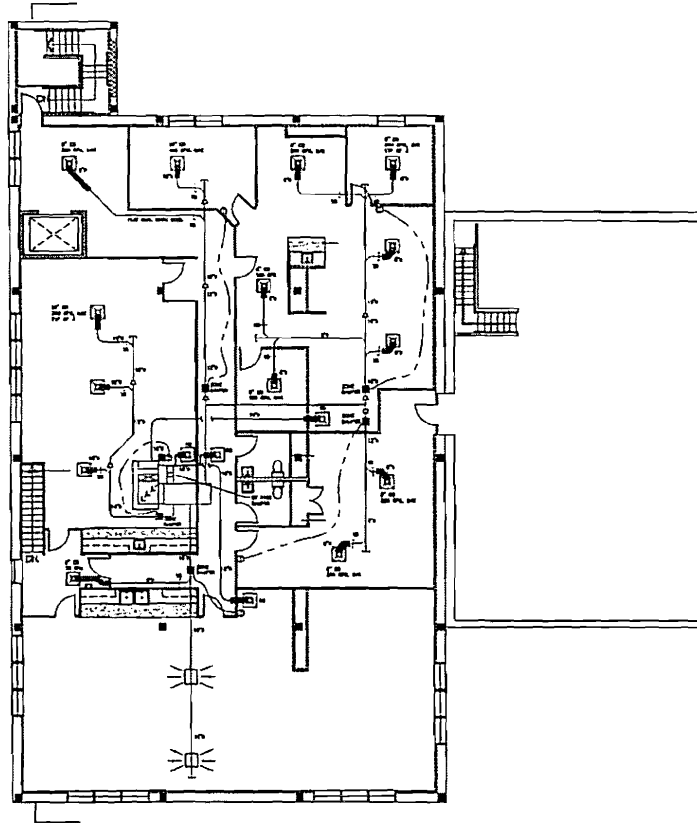
If the situation should change in the future, I will let you know, but for the time being the labels being used are acceptable.

Sincerely,


Rick Curkeet
Manager


RC/jn

ATT #2



RECEIVED
 MAR - 2 2007
 DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME

SECOND FLOOR DUCTWORK PLAN
 SCALE: 1/4"=1'-0"

 Design • Build • Install • Service 73 BRADLEY DRIVE WESTBROOK, MAINE 04092 (207) 854-HVAC (4822)	REVISIONS	106 GILMAN STREET PORTLAND, MAINE 04102
	NO.	NOTES
		PROJECT: SECOND FLOOR DUCTWORK PLAN
		SHEET TITLE: SCALE: 1/4"=1'-0" DATE: 02-02-07
		DRAWN BY: ASZ CAD DRAFTING SERVICES, INC. SHEET NO.
		CHECKED BY: HVAC-1
		"AS-BUILT" DATE:

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

B-2 Community Business Zone Off Street Parking Distance:

Miscellaneous Appeal

DECISION

Date of public hearing:

2-15-07

Name and address of applicant:

Shalom House, Inc. 106 Gilman Street, Portland ME.

Location of property under appeal:

106 Gilman Street, Portland ME

For the Record:

Names and addresses of witnesses (proponents, opponents and others):

William Floyd, Portland
John Shields, Portland.

Exhibits admitted (e.g. renderings, reports, etc.):

Findings of Fact and Conclusions of Law:

A. Conditional Use Standards pursuant to Portland City Code §§14-334:

Required off street parking in all nonresidential zones shall be located on the same lot with the principal building or use, or within one hundred (100) feet measured along lines of public access, except that where off street parking cannot be provided within these limits, the Board of Appeals may permit such off street parking to be located a reasonable distance from the principal building or use measured along lines of public access if the premises to be used for parking are held under the same ownership or lease. Evidence of such control, either deed or lease, shall be required.

Satisfied Not Satisfied

Reason:

156' is a reasonable distance from principal building based on height of flag. S.O. Satisfied.

Conclusion: (check one)

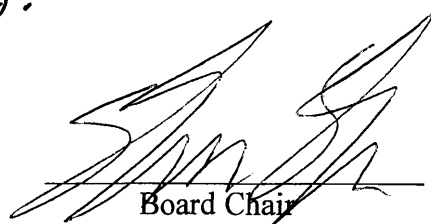
Option 1: The Board finds that the relevant standards described in section A above have been satisfied and therefore GRANTS the application.

Option 2: The Board finds that the relevant standards described in section A above have NOT been satisfied and therefore DENIES the application.

Dated:

2/15/07

S.O. Satisfied.


Board Chair



APPLICATION FOR EXEMPTION FROM SITE PLAN REVIEW

337 Valley St

Sharon House Inc.
Applicant

12-18-06
Application Date

PO Box 500 Portland ME
Applicant's Mailing Address

100 Gilman St / 274 Bule Ave
Project Name/Description

John Smalls Architect 776 Beach
Consultant/Agent/Phone Number

100 Gilman St
Address of Proposed Site

CBL: 225 / D / 1, 2, 11, 13

Description of Proposed Development:

Interior Business fit up of 1245 sq ft 1st floor existing
Business use, 5,758 sq ft 3rd floor existing structure

Please Attach Sketch/Plan of Proposal/Development

Criteria for Exemptions:

See Section 14-523 (4) on back side of form

- a) Within Existing Structures; No New Buildings, Demolitions or Additions
- b) Footprint Increase Less Than 500 Sq. Ft.
- c) No New Curb Cuts, Driveways, Parking Areas
- d) Curbs and Sidewalks in Sound Condition/Comply with ADA
- e) No Additional Parking/ No Traffic Increase
- f) No Stormwater Problems
- g) Sufficient Property Screening
- h) Adequate Utilities

Applicant's Assessment (Yes, No, N/A)

Planning Office Use Only

	Y	✓
	Y	✓
	Y	✓
	Y	✓
	Y	✓
	Y	✓
	Y	✓
	Y	✓
	Y	✓
	Y	✓

DEPT. OF PLANNING & INSPECTION
CITY OF PORTLAND, ME
FEB 20 2007
RECEIVED

Use
see below

A R C H E T Y P E

12/18/2006

Inspection Department
City Hall
Portland, Maine 04101

RE: Business Interior Fit-up
106 Gilman Street
Portland, Maine

Enclosed is an Application for Exemption from Site Plan Review for a 7,200 square foot Business Use interior fit-up of two existing areas of the Shalom House, Inc. office building at 106 Gilman Street. The fit-up includes two areas: a first floor area of 1,245 square feet that is an existing Business Use and a second floor area of 5,955 square feet that is an existing Storage Use.

Exemption from all items except e) *No Additional Parking/No Traffic Increase* is requested.

Two items of note:

- On-site parking was reviewed and approved by the Planning Board 07/06/06. This parking redevelopment is indicated on the Title Sheet dated 12/18/06 on drawing entitled Parking Plan. The work is scheduled for 2007.
- The proposed fit-up includes a Change of Use of the second floor space from Storage to Business necessitating additional parking. The gross second floor fit-up space is 5,955 square feet, requiring 17.82 additional spaces using a divisor of 334 square feet per space. Attached is a lease agreement between the Applicant and East End Corporation for 18 spaces at Chart 65, Block E, Lot 24. The location of the leased spaces is indicated on the Parking Plan drawing.

Sincerely,



John Shields
Architect

Cc: Bill Floyd – Shalom House

LEASE

LEASE made this 22nd day of November, 2006, by and between EAST END CORP., a Maine corporation with a place of business and mailing address of P.O. Box 10291, Portland, Maine 04104 ("Landlord") and SHALOM HOUSE, INC., a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of P.O. Box 560, Portland, Maine 04112("Tenant")

WITNESSETH:

FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. Parking Spaces Leased. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, eighteen (18) parking spaces (the "Spaces") located on real property of Landlord's at 81-85 Gilman Street in Portland, Cumberland County, Maine, Tax Map 65, Block E, Lot 24 and described in a deed to Landlord recorded at the Cumberland County Registry of Deeds in Book 19832, Page 97 (the "Property"). Landlord hereby also grants Tenant the right to pass and repass by foot or vehicle over the Property to access the Spaces, in the locations shown on the Plan.

2. Term.

(a) Initial Term. The initial term of this Lease shall be for two (2) years commencing on the date hereof (the "Initial Term").

(b) Renewal of Lease. After the Initial Term described in Section 2(a) above, this Lease shall automatically renew for successive two-year terms thereafter unless otherwise terminated in accordance with the terms of this Lease.

(c) Non-Renewal. Tenant may elect to not renew this Lease by delivering written notice of its intention to not renew this Lease to Landlord at least sixty (60) days prior to the expiration of the then-current term in which case this Lease shall terminate at the end of the then-current term.

3. Rent. Tenant covenants and agrees to pay an annual rent during the term of this Lease of One Dollar (\$1.00) payable in advance.

4. Maintenance. Landlord shall at all times maintain the parking lot where the Spaces are located in the same order and repair as they are in at the commencement of the term, reasonable use and wear and tear excepted. Tenant shall pay to Landlord an equitable share of the costs of maintaining the Spaces, including maintenance, repair and replacement of pavement and striping, plowing and sanding and other customary maintenance.

5. Insurance. Tenant shall maintain a policy of public liability insurance insuring Landlord and Tenant, said policy to be in such amounts and with such companies as shall from

time to time be mutually satisfactory. Landlord shall be named an additional insured on such policy.

6. Assignment of Spaces. Tenant may assign individual Spaces to its tenants, subject in all respects to the terms of this Lease.

7. Eminent Domain. In the event that the Spaces or any part thereof, or access thereto, shall be taken by eminent domain such that the Spaces are thereby rendered untenable, then either Landlord or Tenant (upon written notice to the other) may terminate this Lease solely with respect to the portion of the Spaces so taken, and that portion of the award attributable to the value of the land within the Spaces so taken shall be payable solely to Landlord. In the event that any condemnation or eminent domain proceeding is commenced against the Spaces or Landlord's Property: (i) Landlord shall promptly notify Tenant as soon as Landlord becomes aware of such proceeding; (ii) Landlord shall promptly provide Tenant with copies of all notices, pleadings, judgments, determinations and other documentation received by Landlord or its affiliates in connection with such proceeding; and (iii) Tenant shall have the right (but not the obligation) to participate in any negotiations, hearings or other proceedings with the government agency initiating such eminent domain/condemnation action. Landlord shall not enter into any agreement permitting or consenting to the taking of the Spaces or Landlord's Property, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or eminent domain, without the prior written consent of the Tenant and its limited partners and mortgagees. In the event the Spaces (or any portion thereof) are taken by eminent domain or condemnation, Landlord shall use reasonable efforts to provide alternate parking on any land within 100 yards of the Spaces that is owned or controlled by Landlord or its affiliates. If alternate parking is provided to Tenant in accordance with the previous sentence, the terms governing Tenant's use of such alternate space shall be substantially similar to the terms set forth in this Lease.

8. Default. If Tenant shall default in the performance of any of its obligations hereunder, and such default is not cured within thirty (30) days of written notice thereof, or if an assignment shall be made by Tenant for the benefit of creditors, or if Tenant's leasehold interest hereunder shall be taken on execution, then in any of such cases Landlord may lawfully, immediately and at any time thereafter, and without further notice or demand, and without prejudice to any other remedies, enter into and upon the Spaces or any part thereof, in the name of the whole, or mail a notice of termination addressed to Tenant at the Spaces, and upon such entry or mailing this Lease shall terminate. If a petition is filed by Tenant for adjudication as a bankrupt, or for reorganization or arrangement under any provision of the Bankruptcy Act as then in force and effect, or any involuntary petition under any provision of the Bankruptcy Act is filed against Tenant and is not dismissed within thirty (30) days thereafter, then in either of such cases this Lease shall automatically terminate without the necessity of any action on the part of Landlord.

9. Landlord's Mortgages; Tenant's Subordination Thereto. By executing this Lease, Tenant understands, acknowledges and agrees that this Lease is subject and subordinate in all respects to all mortgages now or hereafter placed on the Property by Landlord, and Tenant agrees

to execute and deliver commercially reasonable subordination, nondisturbance and attornment agreements as requested by Landlord's mortgagees.

10. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

11. Transfer of Property. In the event Landlord transfers the Property, this Lease shall continue in full force and effect according to its terms.

12. Relocation of Spaces. Landlord further reserves the right to relocate at Landlord's expense such parking spaces to other areas within the Property.

13. Landlord and Tenant Defined; Use of Pronoun. The words "Landlord" and "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Landlord or Tenant herein, be the same one or more; and if there shall be more than one Landlord or Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

14. Notices. Except for any notice required under applicable law to be given in another manner (i) any notice to Landlord provided for hereunder shall be delivered by mailing such notice by certified or registered mail, return receipt requested, or overnight courier addressed to Landlord at the address set forth at the beginning of this Lease (or at such other address as the Landlord may designate by notice to Tenant as provided herein), and (ii) any notice to the Tenant shall be delivered by certified or registered mail, return receipt requested, or by overnight courier to the Tenant at the address set forth at the beginning of this Lease (or at such other address as the Tenant may designate by notice to the Landlord as provided herein). Any notice provided for hereunder shall be deemed to have been delivered to the Landlord or Tenant three (3) days after the same has been deposited with the United States Postal Service or overnight courier in the above manner. Actual notice and receipt of any written notice shall constitute notice in all events.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

WITNESS:

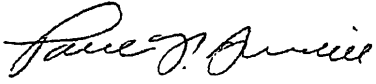
Patricia J. O'Keefe

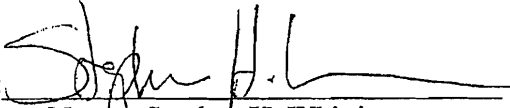
SHALOM HOUSE, INC.

By:

Joseph C. Brannigan
Joseph C. Brannigan, its Executive
Director

EAST END CORP.



By: 
Name: Stephen H. Whittier
Title: President

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