



**CONDITIONAL USE APPEAL
APPLICATION**

To:

**City of Portland
Zoning Board of Appeals**

For:

**Parking Lot Expansion
53 Sewall Street, Portland, Maine**

Prepared for:

**Eyecare Medical Group
53 Sewall Street
Portland, Maine 04102**

Prepared by:

**Sebago Technics, Inc.
75 John Roberts Road, Suite 1A
South Portland, Maine 04106**

November 2014



December 18, 2014
06267

Zoning Board of Appeals
City of Portland
Inspections Office, Room 315
389 Congress Street
Portland, ME 04101

Application for Conditional Use Appeal
Proposed Parking Lot Expansion

Dear Zoning Board Member:

On behalf of the Eyecare Medical Group, we have prepared this application for Conditional Use Appeal approval for work in the Small Residential (R-5) Zone. The application is for a proposed off-street parking lot expansion at the Eyecare Medical Group, located at 53 Sewall Street in Portland, ME. Small Residential (R-5) zoning standards require Zoning Board of Appeals Conditional Use approval for off-street parking.

Proposed improvements include the construction of twenty-three (23) new parking spaces, associated ditching, one light pole, and an underdrained soil filter to treat stormwater runoff. On November 29th, 2006 the Portland Planning Department and Zoning Board of Appeals granted Site Plan and Conditional Use approval for the construction of a similar parking lot immediately adjacent to the proposed parking lot expansion. The proposed parking lot will be constructed in a similar manner to mainly serve employees. A lease agreement from Central Maine Power Company to Eyecare Medical Group was initiated for the subject lease area, which was identified by both parties to be a suitable location for this type of project.

The project is mainly within the R-5 Zone, however a portion extends into the RP Zone. The City's R-5 Small Residential Zone is intended to achieve an attractive and comfortable neighborhood environment identified in the City's Comprehensive Plan. Areas surrounding the project consist of the 2009 parking expansion and residential area to the north, Eyecare Medical Group facility to the east, CMP owned land and utilities to the south, and undeveloped land along Powsland Street to the west. Overall, 5,526 s.f. of new pavement surface and 4,948 s.f. of new landscaped area will be created, for a total of 10,474 s.f. of developed area.

Parking Demand

The need for expanding the parking capacity stems from operational growth and corresponding demand at the project site. Currently, when parking is unavailable in designated off-street parking areas, Eyecare Medical Group employees and patients park in undesignated parking areas along Hooper Street and within portions of the existing CMP owned area proposed for development. The CMP owned land contains gravel areas that previously served as a material storage and laydown area for the building expansion project in 2013. Currently the laydown area is serving as a vital parking area for employees since onsite parking is at capacity. The proposed 23-space parking lot will provide additional parking for

employees. The proposed parking lot will be a low turnover lot that primarily serves employees. Generally, one way traffic will be promoted with employees parking in the morning and leaving in the afternoon, during normal workday hours (8AM - 5PM). A current parking lot is located next to the proposed lot and serves a similar use that occurs in the same zone.

Stormwater Management Plan:

The proposed stormwater management design exceeds City and Maine DEP Chapter 500 General Standard for treatment requirements. Also, please note that with the removal of an existing underdrained soil filter, the proposed soil filter is sized to treat and detain runoff from the parking area constructed in 2006. With the incorporation of stormwater best management practices (BMPs) and erosion control measures, we do not anticipate detrimental impacts to downstream drainage ways with the development of the parking expansion.

Compact Parking:

The parking lot expansion will include eleven compact spaces. Considering the amount existing parking spaces (83) for the facility and the additional parking spaces as proposed, approximately 20.19% of parking will be compact. The end result is a right-sized parking lot to meet the current needs.

Landscaping:

Landscaping is currently provided as part of the adjacent parking areas and medical facility that immediately abut residential uses. Due to the project location, we have not proposed any site landscaping since the new parking expansion will be located behind the existing medical facility and is immediately bounded by non-residential uses. The proposed parking layout will protect existing landscaping, therefore it will not have a substantial impact on surrounding properties.

Conditional Use Compliance:

The proposed parking expansion will function in a manner consistent with the 2006 parking expansion immediately to the north. The furthest point of the parking lot will be approximately 210 feet westerly of the Eyecare Medical Group principal building at 53 Sewall Street. Furthermore, the off-street parking area will function as an accessory use and generally conform with the provisions of Eyecare Medical Group that acquired a lease agreement with CMP allowing them to construct and ultimately control the parking area. Proposed parking improvements are not expected to adversely impact surrounding uses in the R-5 Zone given that:

1. Per Standard 1 of the application, the vehicular traffic generated, hours of operation, expanse of pavement and number of parking spaces associated with the parking expansion project will not be substantially greater than normal occurrences at surrounding uses in the R-5 Zone. The project is creating 5,526 square feet of pavement for parking which could be considered similar to the amount of pavement required for parking in a planned residential unit or other active and passive noncommercial recreation space. Also, the off-street parking lot will generally be used by employees during normal workday hours), which is a period of time typical to surrounding uses.
2. Per Standard 2, the project is a parking expansion which will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to air, odor, lighting, or

litter. A photometric plan was created showing that illumination levels from the single proposed light pole will be negligible at the property lines. Also, noise, glare, dust, odor and emissions to air generated by the project are expected to be insignificant due to the minor nature of the parking expansion. Sewage disposal is not included as part of the project.

3. Per Standard 3, design and operation of the parking area will have an insignificant impact on surrounding properties because areas immediately to the north and east are currently used by Eyecare Medical Group for employee and patient parking. The off-street parking area will be used for parking only. Existing vegetation will be protected as noted above.

Closure:

Since the proposed parking area is a direct expansion of a similar use, we believe the project will not have a greater impact than those associated with surrounding uses of other allowable uses in the zone. On behalf of Eyecare Medical Group, we look forward to working with the staff to permit this project. As you consider the application, please contact us if you have any questions.

Sincerely,

SEBAGO TECHNICS, INC.



Craig A. Burgess, P.E.
Project Engineer

CAB/llg

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Exhibit 1

Application Form & Checklist

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director Planning & Urban Development



CITY OF PORTLAND ZONING BOARD OF APPEALS
Conditional Use Appeal Application

Applicant Information:

attn: Terry Wogan
NAME

Eyecare Medical Group
BUSINESS NAME

53 Sewall Street, Portland, ME 04102
ADDRESS
Work: (207) 828-2020

Fax: (207) 773-7034
TELEPHONE #

Leassee
APPLICANT'S RIGHT, TITLE OR INTEREST
(eg; owner, purchaser, etc)

R-5
CURRENT ZONING DESIGNATION

EXISTING USE OF PROPERTY:

Cleared gravel area previously used for
material storage and laydown for building
addition.

Subject Property Information

53 Sewall Street
PROPERTY ADDRESS

Map 190, Block H, Lots 24, 25, 26, 27
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (if different)
Central Maine Power Company
NAME

attn: Alice Richards
ADDRESS

70 Farm View Drive, New Gloucester, ME
04260

CONDITIONAL USE AUTHORIZED BY
SECTION 14 - 118-C.1

TYPE OF CONDITIONAL USE
PROPOSED:

Off-street parking of passenger cars.
Board of appeals may authorize
parking in certain residential zones.

STANDARDS: Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

1. *The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and*
2. *The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and*
3. *The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.*

NOTE: If site plan approval is required, attach preliminary or final site plan.

The undersigned hereby makes application for a conditional use permit as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.

[Signature]
SIGNATURE OF APPLICANT

10-20-14
DATE

Department of Planning & Urban Development

Marge Schmuckal
Zoning Administrator

Jeff Levine
Director, Planning & Urban Development



CITY OF PORTLAND APPLICATION PROCESS FOR THE **ZONING BOARD OF APPEALS**

Eleven (11) separate packets of the following **MUST** be submitted to hold a place on the agenda:

1. Copy of Appeal application
2. Cover Letter addressed to the **Zoning Board of Appeals** stating what you want to do.
3. A PLOT PLAN showing the site and location of all structures, existing and proposed, in relation to the lot lines AND, if applicable, indicating parking. Lot size and setback dimensions must be shown.
4. Floor plan, if applicable, showing dimensions of existing and proposed rooms and/or structures.
5. Copy of the tax map (obtained in the Assessor's Office) with the property highlighted.
6. Photos of the property
7. Deed, sales agreement, lease or intent to lease.
8. Owner, lessee, prospective purchase or legal representation, must sign the application.
9. A letter from the property owner, giving permission to the applicant to represent the property, if applicable.
10. All plans must also be folded neatly with each packet and banded.

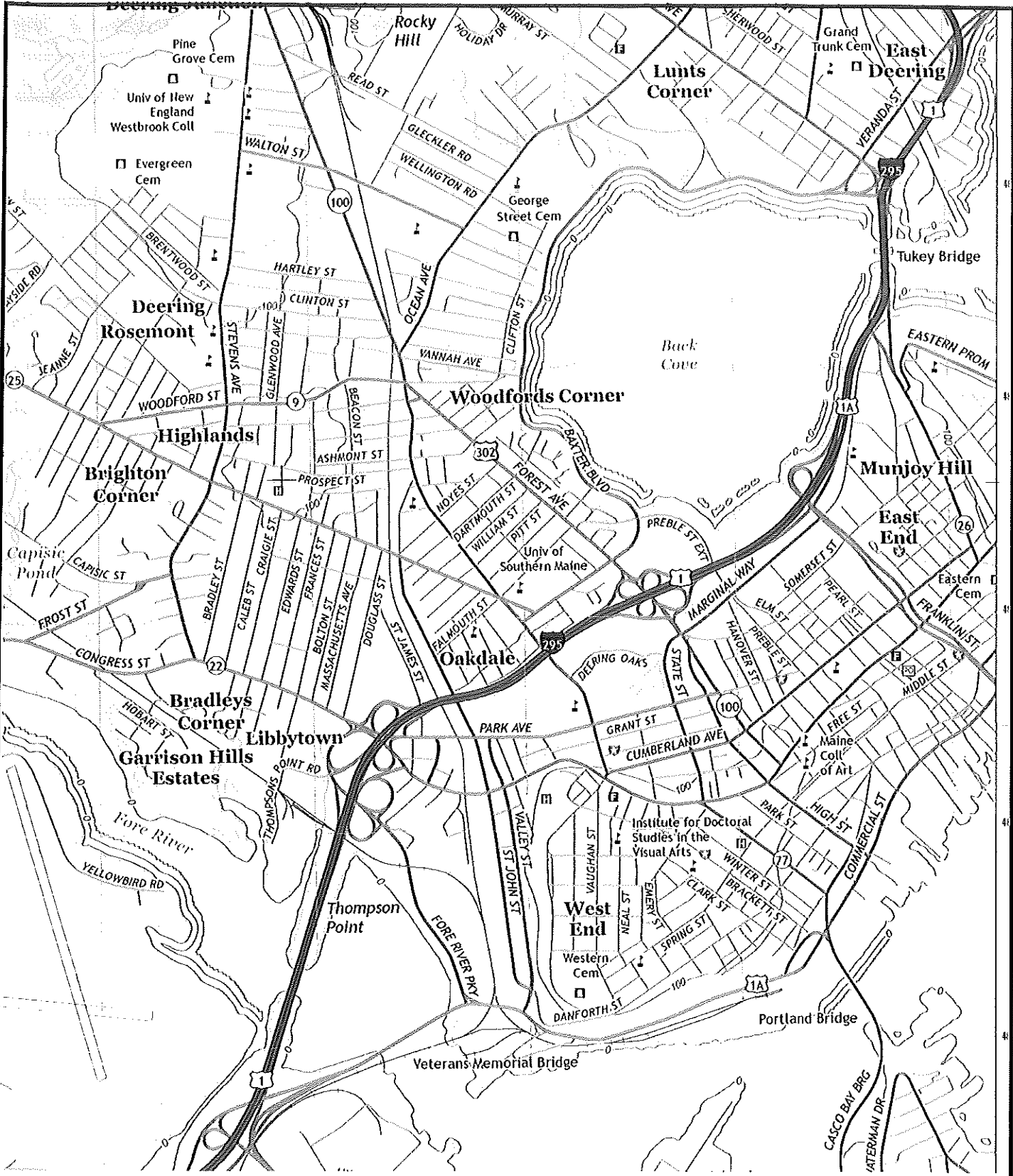
If additional information is needed to complete the packet for the ZBA, you will be notified. Please make sure you include a contact phone number on your cover letter. If we cannot contact you, the item will be tabled until the next regular meeting.

The application fee is \$100.00 to appear before the ZBA. ***This fee is nonrefundable.*** Please note that the applicant is also responsible for the \$50.00 processing fee, the cost of the legal ad in the Portland Press Herald, and the cost of sending abutters notification within 500' of the subject property. ***The City of Portland will bill you for the processing fee, legal ad, and abutter's notification.***

You may apply for an appeal/permit at City Hall, Room 315. If you choose to file on the deadline date, please note that applications are accepted **ONLY** until noon. ***You will be sent a letter confirming the time and date of the meeting along with an agenda.***

Exhibit 2

USGS Location Map



SEBAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM
 75 John Roberts Rd. - Suite 1A 250 Goddard Rd. - Suite B
 South Portland, ME 04106 Lewiston, ME 04240
 (207) 200-2100 (207) 783-5656

SITE LOCATION MAP
PROPOSED PARKING LOT EXPANSION

LOCATION:
 53 SEWALL STREET PORTLAND, ME

FOR:
 EYE CARE MEDICAL GROUP

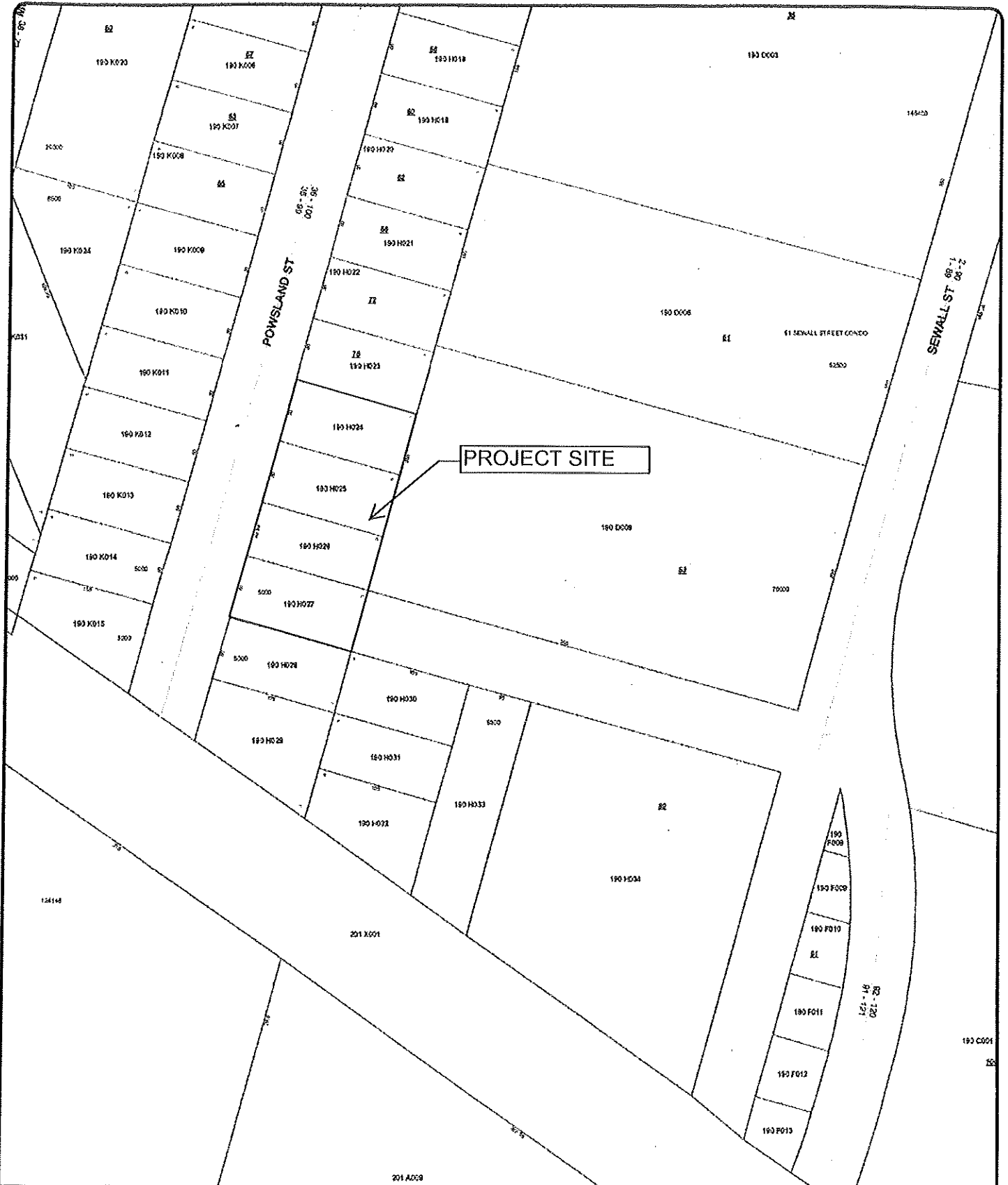
SCALE: 1"=2000'

DATE: 11/06/14

SHEET:
 1 OF 1

Exhibit 3

City Assessor's Map



PROJECT SITE

SEBAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd. - Suite B
1A South Portland, ME
04106
Tel: 207-202-2100

250 Goddard Rd. - Suite B
Lewiston, ME 04240
Tel: 207-783-5555

TAX MAP
OF PROPOSED PARKING LOT EXPANSION

LOCATION:
EYECARE MEDICAL GROUP
53 SEWALL STREET, PORTLAND, ME 04102

FOR:
EYECARE MEDICAL GROUP
53 SEWALL STREET, PORTLAND, ME 04102

SCALE: 1" = 100'

DATE: 11-10-14

SHEET:
1 OF 1

Exhibit 4


Photos of Property



PHOTOGRAPH #1: Existing and proposed parking lots, as seen from tax map lots 24 & 25



PHOTOGRAPH #2: Location of proposed parking lot addition, tax map lot 26 & 27


 <small>LANDSCAPE ARCHITECTS • ENGINEERS • LANDSCAPE ARCHITECTS</small> 75 John Roberts Road, Suite 1A South Portland, ME 04106-6963 Tel. (207) 200.2100	Parking Lot Expansion		SCALE: None
	LOCATION: 53 Sewall Street Portland, ME	APPLICANT: Eyecare Medical Group	DATE: 11/03/14
			SHEET: 1

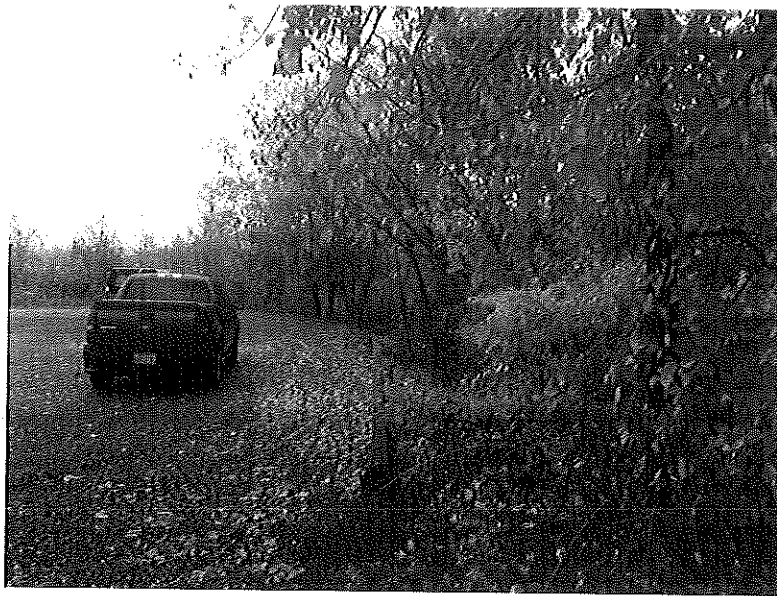


PHOTOGRAPH #3: Underdrained soil filter currently treating the parking lot constructed in 2006



PHOTOGRAPH #4: Back side of parking lot constructed in 2006 & adjacent to Powsland Street

 75 John Roberts Road, Suite 1A South Portland, ME 04106-6963 Tel. (207) 200.2100	Parking Lot Expansion		SCALE: None
	LOCATION: 53 Sewall Street Portland, ME	APPLICANT: Eyecare Medical group	DATE: 11/03/14
			SHEET: 2



PHOTOGRAPH #5: Back side of proposed parking lot, adjacent to Powsland Street

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SEBAGO
TECHNICS

AN ENGINEERING CONSULTING AND SERVICE FIRM INCORPORATED IN ME

75 John Roberts Road, Suite 1A
South Portland, ME 04106-6963
Tel. (207) 200.2100

Parking Lot Expansion

SCALE: None

DATE: 11/03/14

LOCATION: 53 Sewall Street
Portland, ME

APPLICANT:
Eyecare Medical Group

SHEET:
3

Exhibit 5

Right, Title or Interest

LEASE AGREEMENT

THIS LEASE is effective this 9th day of Sept, 2013 by and between *Central Maine Power Company*, a Maine corporation having a place of business at 83 Edison Drive, Augusta, Maine 04336 (hereinafter called "Landlord"), and *Eyecare Medical Group* with a principal place of business at 53 Sewall Street, Portland, Maine 04102-2692 (hereinafter called "Tenant").

Section One Premises

Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, for the term and upon and subject to the terms and conditions set forth in this Lease, a certain lot or parcel of land situated on the westerly side of Hooper Street and adjacent to Landlord's Sewall Street Substation located in the City of Portland, Cumberland County, Maine being a portion of Landlord's property identified by the Portland Tax Assessor as Lots H026 and H027 of Map 190, and described as lots 73 and 74 in a deed from Myers and Mahoney Plumbing Company to Cumberland County Power and Light Company dated May 21, 1930 and recorded in the Cumberland County Registry of Deeds in Book 1347, Page 143. Said portion shown on Exhibit A (herein referred to as the "Premises") attached hereto and made a part hereof.

Section Two Term

(a) The Initial Term of this Lease shall be for a period of five (5) years commencing on September 9, 2013 and ending on September 8, 2018.

(b) Provided that Tenant is not then in default, this Lease may be renewed, at Tenant's option, for two (2) renewal terms of five (5) years, exercisable by notice to the Landlord in writing delivered at least six (6) months before the commencement of each said renewal term. The terms and conditions of such renewal term shall be those provided in this Lease except that Tenant shall have no further right to extend beyond the expiration of said renewal term.

Section Three Rent

Annual rent for the initial term of this Lease shall be Five Thousand Dollars (\$5,000) payable by the Tenant to the Landlord in quarterly payments of One Thousand Two Hundred Fifty Dollars (\$1,250.00) due in advance on the 1st day of January, April, July, October of each and every year. On the anniversary of the first quarterly payment due date which falls after the effective date of the initial term of this agreement and each year after that annual rent shall be increased 2% over the rent for the prior year.

all costs, expenses and reasonable attorneys' fees that may be expended or incurred by Landlord in successfully enforcing the terms of this Lease. Notwithstanding any other provision of this Lease, the provisions of this Section shall survive expiration or earlier termination of this Lease.

Section Twelve Insurance

(a) Tenant covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this Lease for the mutual benefit of Landlord and Tenant, a comprehensive general liability insurance policy against claims for damage to persons or property arising out of the use and occupancy of the Premises or any part or parts whereof, with a combined limit of One Million Dollars (\$1,000,000.00) per injury or death of any one person or damage to property with no more than Five Thousand Dollars (\$25,000.00) deductible.

(b) All insurance required under this Section shall name the Landlord as an additional insured and be issued by insurers rated B+13 by the latest Best's rating guide. Tenant shall provide Landlord with a Certificate of Insurance prior to the commencement of this Lease. Such Certificate shall state that no material change or cancellation of the insurance coverage can be effective unless and until ten (10) days prior written notice has been given to Landlord. Tenant will maintain in force a Worker's Compensation policy that, at a minimum, meets state and federal requirements. Should any policy be canceled during the term of this Lease and Tenant fails to immediately procure equivalent insurance, Landlord shall have the right, at its option but without any duty to do so, to: (i) cancel this Lease as of the lapse of the policy; or (ii) pay the premiums and/or fees due and necessary to re-activate said policy, and Tenant shall repay to Landlord any such premiums and/or fees paid by Landlord together with interest from the time of payment until repaid by Tenant. Said premiums and/or fees shall be repaid to Landlord on demand as additional rent, and, without limiting Landlord's remedies, Tenant's failure to repay the same shall constitute a default under this Lease.

(c) Nothing contained in this Section shall diminish Tenant's obligations as provided elsewhere herein.

Section Thirteen Destruction/Eminent Domain

(a) If the whole of the Premises shall be damaged or destroyed by fire, flood or other casualty or be taken for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof, or in the event of any other taking, purchase or casualty (hereinafter collectively "taking") which renders the remaining portion of the Premises not so taken not reasonably useable for the purposes for which the Premises were being used by Tenant just prior to such taking, then either party shall have the right, but not the obligation to terminate this Lease by giving written notice of such termination to the other party within thirty (30) days after the date of such taking, and upon the giving of such notice of termination, the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given with the same force and effect as if said day had been originally fixed herein as

the expiration date of the term of this Lease. In the event the Lease shall be so terminated, neither party shall have any further rights or liabilities hereunder, whether for the unexpired portion of this Lease or otherwise, except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such date of termination except as provided in the "Release/Indemnification" Section herein.

(b) Out of any award for any taking of the Premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for the Premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its improvements to the Premises or leasehold estate.

(c) In the event of a taking not resulting in the termination of this Lease pursuant to the provisions of this Section, this Lease shall continue in full force and effect and a proportion of the annual rent equal to the proportionate decrease in the value of the Premises as a result of such partial taking shall be abated, effective from the date of taking; provided that if the Landlord receives no award for the part so taken, then there shall be no abatement in rent.

(d) Tenant covenants that it will give notice to Landlord of any damage or casualty occurring in, on or about the Leased Premises within twenty-four (24) hours after Tenant has knowledge of the occurrence of such accident or damage.

(e) In the event of a taking (including a casualty), Landlord shall be under no obligation to repair, rebuild, or recreate any affected portion of the Premises.

Section Fourteen Quiet Enjoyment

Tenant, upon paying the basic rent, additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone claiming by, through or under Landlord.

Section Fifteen Defaults

The following events shall be deemed to be events of default under this Lease:

(a) Tenant shall fail to pay when due any sum of money due to be paid to Landlord, whether such sum be rent, additional rent, or any other payment or reimbursement Tenant is obligated to pay to Landlord, and such failure shall continue for a period of ten (10) business days from the date of written notice thereof to Tenant;

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than defaults addressed in subsection 15(a) above, and shall not cure such failure within thirty (30) calendar days (or forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant;

(c) The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for thirty (30) calendar days after written notice thereof to Tenant;

(d) Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof except that Tenant shall not be in default unless and until it shall discontinue rent payments;

(e) A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety (90) calendar days from the date of entry thereof. Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) calendar days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

Section Sixteen Landlord's Remedies

Upon the occurrence of any of such events of default as described in the "Default" Section of this Lease, Landlord shall have the option to pursue any one or more of the following remedies by written notice, in addition to other remedies provided in this Lease or at law or in equity:

(a) Landlord may, at its option, terminate this Lease or terminate Tenant's right of possession only without terminating the Lease, and in the event Landlord elects to terminate this Lease as provided herein, Tenant shall not object to or in any way contest such termination;

(b) Landlord may re-enter the Premises immediately and remove property and personnel of Tenant, its successors or assigns or others using the Premises by permission of Tenant, its successors or assigns; repossess the Premises; store the property in a public warehouse or at a place selected by Landlord; all at the expense of Tenant and all without process of law, and without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, or liable for any damage resulting therefrom; or

(c) Landlord may recover from Tenant all damages proximately resulting from the breach, which damages shall be deemed to include without limitation, damages to the Premises, and the cost of recovering the Premises, which sum shall be immediately due Landlord from Tenant. Tenant shall pay Landlord's reasonable attorney's fees for the service of Landlord's attorney in any action filed to enforce obligations under this Lease unless Tenant prevails by a final judgment and any appeal.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided herein or provided by law or at equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises except an agreement to terminate this Lease or accept a surrender of said Premises in writing signed by Landlord. Landlord's acceptance of any payment after the occurrence of an event of default shall not be deemed as an accord, satisfaction, compromise or waiver of such default. Forbearance by Landlord in enforcing any remedy provided herein shall not be considered a waiver of such default or of Landlord's right to enforce any remedies with respect to such default. If, on account of any default beyond the period of time for cure by Tenant under the Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning, or to enforce or defend, any of Landlord's rights or remedies, Tenant agrees to pay all attorney's fees incurred by Landlord.

Section Seventeen Assignment and Subletting

(a) Tenant shall not assign, except to an affiliate of tenant, all or any part of this Lease or convey, mortgage, pledge, encumber or otherwise transfer any interest under this Lease, or permit the use or occupancy of the Premises, except to an affiliate of Tenant, unless it shall have first obtained the written consent of Landlord, which consent may not be unreasonably withheld.

(b) Within five (5) days of the execution by Tenant of any permitted assignment, sublease or other transfer, Tenant shall deliver to Landlord an executed copy thereof which, in the case of an assignment, shall contain, in a form acceptable to Landlord, a covenant on the part of the assignee to assume all the obligations of Tenant hereunder. Any such sublease shall contain a provision that is subject to all of the terms, covenants and conditions of this Lease. Tenant agrees to pay to Landlord, on demand, any reasonable costs, including attorney's fees, incurred by Landlord in connection with any request made by Tenant pursuant to this Section.

Failure of a subtenant to comply with the terms and conditions set forth for Tenant's use of the Premises shall be considered a default on the part of the Tenant. Upon cancellation, termination or expiration of this Lease, Tenant's subtenants shall become tenant(s)-at-will of the Landlord.

(c) Despite any permitted assignment, subletting or other transfer, Tenant shall not be relieved of its obligations under this Lease but shall continue to remain primarily liable hereunder and shall not be relieved of such liability by an extension of time or other indulgence granted by Landlord to any transferee, assignee or sublessee or by failure of Tenant to receive notice thereof and Tenant hereby waives all suretyship defenses.

Section Eighteen Force Majeure

In any case where either party hereto is required to do any act (except for the payment of rent, additional rent and other charges by Tenant), the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from an act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time". In the event of such force majeure, the party requiring delay shall use its best efforts to minimize the extent of the delay.

Section Nineteen Holding Over

In the event that Tenant shall continue to occupy the Premises after receipt of a notice to quit, after the expiration or termination of the term hereof, such occupancy shall not be deemed to extend or renew this Lease, but such occupancy shall continue as a tenancy-at-will from month-to-month upon the covenants, provisions and conditions herein contained at a rental equal to (one and one half) the rental in effect during the last year of the term hereof, prorated and payable for the period of such occupancy. This Section shall not be construed as giving Tenant any right to hold-over after the expiration of the term thereof except as is otherwise expressly provided in this Lease.

Section Twenty Waivers

Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require the consent or approval of Landlord, Landlord's consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any

subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

Section Twenty-One Notices

All notices and other communications authorized or required hereunder shall be in writing and shall be personally delivered or sent by certified mail or registered mail, return receipt requested, postage prepaid or by facsimile (with oral confirmation if sent by facsimile transmission). Facsimile transmissions sent to Landlord shall be sent to the Lease Manager or another authorized real estate agent of Landlord. Any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. Notices to the Tenant shall be mailed to the address in the first paragraph of this Lease. Notices to the Landlord shall be mailed to Landlord, Central Maine Power Company at 83 Edison Drive, Augusta, Maine 04336, Attention: Manager, Real Estate Services. Either party may change an address set forth in this Section by providing written notice of such change to the other; such change to be effective five (5) business days after receipt.

Section Twenty-Two Invalidity of Particular Provisions

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section Twenty-Three Interpretation; Parties

Any pronoun shall be read in the singular or plural number and in such gender as the context may require. Except as herein otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of Landlord and Tenant. The word "Landlord", as used herein, means only the owner for the time being of Landlord's interest in this Lease, and, in the event of any transfer of Landlord's interest in this Lease the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of said transfer, provided that from and after transfer the transferee shall assume and be liable for the performance and observance of said agreements and conditions.

Section Twenty-Four Entire Agreement

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section Twenty-Five Estoppel Certificates

The Tenant agrees, at any time, and from time to time, upon not less than ten (10) days' prior request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Tenant, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the fee of the Premises, or by any other properly interested party.

Section Twenty-Six Limitation of Liability

Tenant agrees to look solely to Landlord's interest in the Premises for recovery of any judgment from Landlord; it being agreed that Landlord is not corporately liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain any injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the corporate liability of Landlord.

Twenty-Seven Termination

Upon expiration, or termination of this Lease, Tenant shall quit and peacefully surrender the Premises and improvements thereon, as improved during the term of this Lease, except for ordinary wear and tear. At termination, title to all improvements constructed on the premises by Tenant and not removed by Tenant prior to termination, shall transfer to Landlord, at Landlord's option, without additional consideration. Tenant may not remove pavement or fixtures installed on the premises without Landlord's prior written consent.

**Section Twenty-Eight
Successors and Assigns**

The obligation of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership.

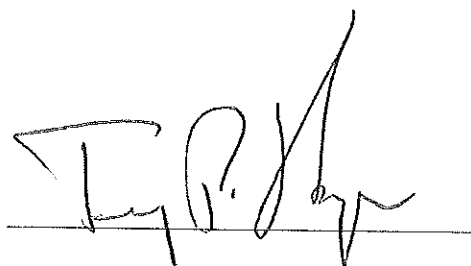
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease, for the parties, under seal, as of the day and year first above written.

WITNESSES

**LANDLORD
CENTRAL MAINE POWER COMPANY**

BY: Alice Richards
ITS: Supervisor, Real Estate Services

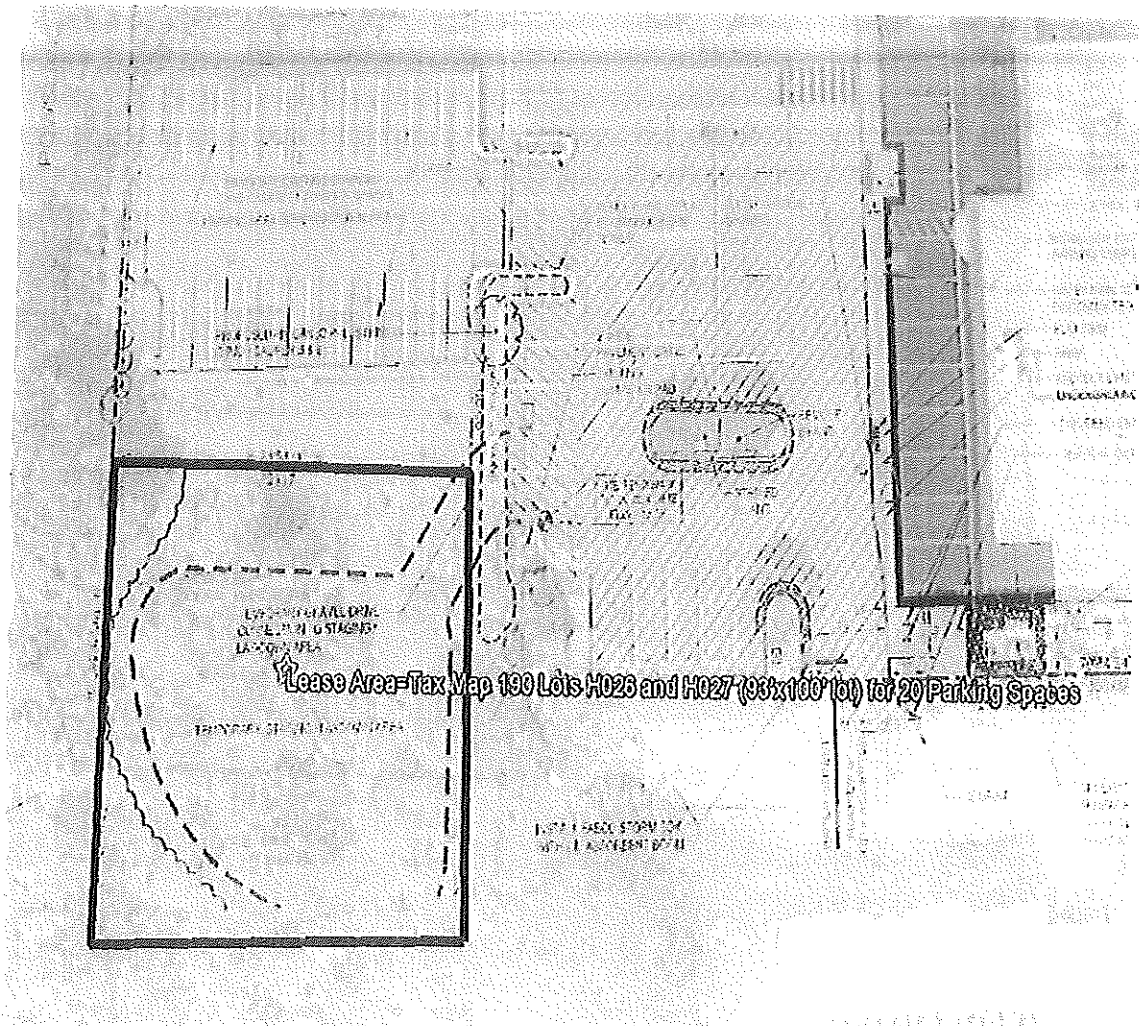
**TENANT
Eyecare Medical Group**





BY:
ITS:

EXHIBIT A
Lease Area
Tax Map 190 Lots H026 and H027



GOVERNOR'S DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the STATE OF MAINE, acting by and through its Governor, on recommendation of the Commissioner of its DEPARTMENT OF TRANSPORTATION, under and pursuant to the provisions of 23 M.R.S.A., Section 61, for consideration, the sufficiency of which is hereby acknowledged, RELEASES to EYE VENTURE ASSOCIATES, LLP a Maine limited liability partnership with a contact partner address at 53 Sewall Street, Portland, Maine, its successors and assigns, forever, all its right, title and interest in and to a certain lot or parcel of land situated on the easterly side of Powsland Street, so-called, in Portland, County of Cumberland and State of Maine, and being as shown on a Right-of-way Map for State Highway "295", Portland, Cumberland County, Federal Aid Project No. I-295-3(24), Temporary Road, File Number 3-185, Sheet 42 of 73 Sheets, dated November 1968, bounded and described as follows:

BEGINNING at a point on the easterly line of Powsland Street, so called, about two hundred four (204) feet northerly from the northerly line of Portland Terminal Co., as measured along the easterly line of Powsland Street;

THENCE northerly along the easterly line of Powsland Street one hundred (100) feet to land now or formerly of Louis P. Conley et. al.;

THENCE easterly along land of said Conley one hundred (100) feet to land now or formerly of Portland Terminal Co.;

THENCE southerly along land of said Portland Terminal Co. one hundred (100) feet to land now or formerly of Central Maine Power Co.;

THENCE westerly along land of said Central Maine Power Co. one hundred (100) feet to the POINT OF BEGINNING, and containing about ten thousand square feet, more or less (10,000 sq. ft ±).

SUBJECT TO all utility easements and installations located on the above described premises, including those shown on the herein referred to Right-of-way Map, and to those rights which any utility enjoys over the subject premises for maintenance, location or relocation of poles and other installations.

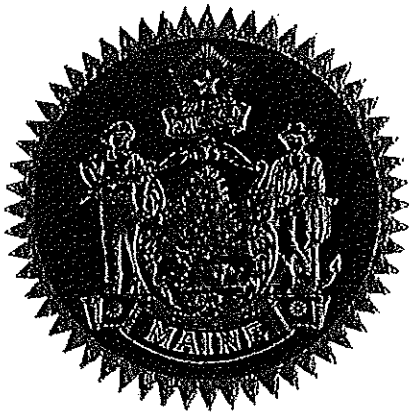
BEING the same premises acquired by the State of Maine from Arthur John Gallant and Viola M. Gallant by warranty deed dated December 15, 1972 and recorded December 20, 1972 at the Cumberland County Registry of Deeds in Volume 3341 at Page 52.

THE STATE OF MAINE makes no representations or warranties with respect to the premises hereby conveyed. The representations and warranties so excluded encompass, but are not limited to, those pertaining to: land use and environmental matters; fitness of the premises or any portion thereof for any particular purposes; water quality or quantity; the condition or quality of the soil; inchoate or unrecorded liens; status of title to or rights within that area lying between the high and low water marks; or the existence, status, or condition of access to, or public utilities serving the premises. Any subsequent use of, improvement to, or construction on the parcel shall be subject to all applicable laws, regulations, ordinances, and permitting requirements.

IN WITNESS WHEREOF, I, John E. Baldacci, Governor of the State of Maine, have caused the name and Great Seal of the State of Maine to be hereunto affixed this 18th day of June in the year two thousand six.

STATE OF MAINE

By: *John E. Baldacci*, Governor
John E. Baldacci



Affixed by: *[Signature]*
Secretary of State

STATE OF MAINE
Kennebec, ss.

June 1, 2006

Personally appeared the above-named, John E. Baldacci, Governor of the State of Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me, *Rosemarie D. Smith*
Notary Public/Attorney at Law

Print Name: ROSEMARIE D. SMITH

My commission expires Notary Public, Maine
My Commission Expires January 6, 2009

28966

Know All Men by These Presents, That We, Arthur John Gallant and Viola M. Gallant, both of Portland, County of Cumberland and State of Maine,

In consideration of ONE DOLLAR and other valuable considerations paid by the State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said State of Maine, its successors and assigns forever, the following described lot or parcel of land with buildings situated in Portland, County of Cumberland and State of Maine, bounded and described as follows, to wit:

Beginning at a point on the present easterly line of Fowland Street, so-called, about two hundred four (204) feet northerly from the intersection of the easterly line of Portland Street and the northerly line of Portland Terminal Co.;

Thence northerly along the easterly line of Fowland Street one hundred (100) feet to land now or formerly of Louis P. Conley et al;

Thence easterly along land now or formerly of said Conley et al one hundred (100) feet to land now or formerly of Portland Terminal Co.;

Thence southerly along land now or formerly of said Portland Terminal Co. one hundred (100) feet to land now or formerly of Central Maine Power Co.;

Thence westerly along land now or formerly of said Central Maine Power Co. one hundred (100) feet to the point of beginning.

Said lot or parcel of land contains about 10,000 square feet.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors herein as joint tenants by Warranty Deed of Ashley L. and Vera D. Jordan dated October 30, 1950 and recorded in the Cumberland County Registry of Deeds, Book 2024, Page 42.

Being lots 76 and 77 as shown on a plan of land of Martin Curran, Jr. which plan is recorded in the Cumberland County Registry of Deeds, Plan Book 9, Page 121.

TO HAVE AND TO HOLD the aforegranted premises, with all the privileges and appurtenances thereof, to the said State of Maine, its successors and assigns forever. AND we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; that we have good right to sell and convey the same to the said Grantee and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, the said Arthur John Gallant and Viola M. Gallant, husband and wife,

have hereunto set hands and seals, this 25th day of DECEMBER in the year of our Lord one thousand nine hundred and seventy-two.

SIGNED, SEALED and DELIVERED In the presence of

[Signature of Arthur J. Gallant]
TO [Signature of Viola M. Gallant]

Arthur J. Gallant
Viola M. Gallant

STATE OF MAINE, COUNTY of Cumberland

Personally appeared the above named Arthur John Gallant and acknowledged the above instrument to be his free act and deed.

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 8 05 AM, and recorded in BOOK 3341 PAGE 52

Before me,

Justice of Peace.

[Signature of Justice of Peace]

Register

DEC. 15 19 72

Exhibit 6

Lighting Specifications

TYPE:

CATALOG #:

DESCRIPTION

The McGraw-Edison Concourse III is the most versatile, functionally designed, universally adaptable outdoor lighting luminaire available. Through a variety of mounting styles, it offers a family of low profile sharp-cutoff luminaires that make optimum use of today's high output HID sources.

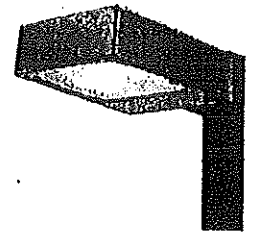
APPLICATION

Enhancing natural landscapes as well as cityscapes, the Concourse III brings outstanding performance and style to walkways, parking lots, roadways, loading docks, building areas, and any security lighting application. U.L. listed and CSA certified for wet locations.

SPECIFICATION FEATURES

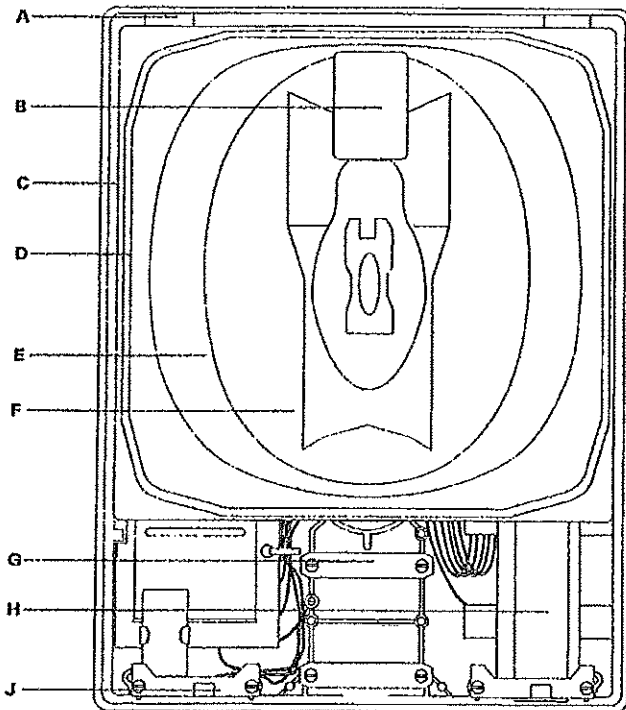
- A...Latches**
Two spring-steel quick release latches on housing for toolless entry.
- B...Socket**
Porcelain mogul-base screw shell type lamp socket with spring-loaded center contact.
- C...Housing**
One-piece, die-cast aluminum housing features aesthetically pleasing soft-corner design.
- D...Gasketing**
Closed cell gas-filled high temperature silicone gasketing completely seals optical system from dirt, bugs or other foreign material.
- E...Lens**
Thermal shock- and impact-resistant clear tempered glass.

- F...Optics**
Optional high efficiency segmented or hydroformed reflectors available in a range of distributions. Reflector modules attach to the housing. All reflectors are field rotatable in 90° increments.¹⁾
- G...Mounting**
Universal mounting clamp concealed in housing fits 1 1/2" to 2 3/8" O.D. horizontal tenons without adapters. Provides a +5° vertical leveling adjustment.
- H...Ballast**
Easily removable high power factor HID multi-tap ballast is standard.
- J...Hinges**
Integral hinges prevent door rocking and optimize sealing capabilities.

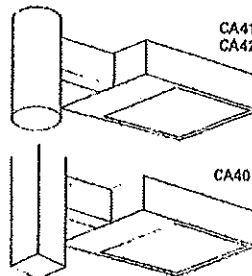


**CAL
CONCOURSE III**

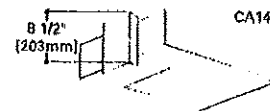
70 - 400 W
High Pressure Sodium
Metal Halide
**ARCHITECTURAL
AREA LUMINAIRE**



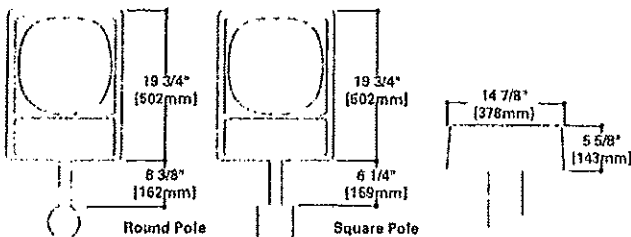
DIRECT ARM MOUNTINGS



WALL MOUNT ADAPTER



DIMENSIONS



COOPER LIGHTING



Change

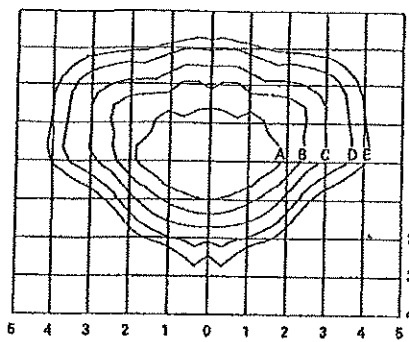
- ENERGY DATA**
- Hi-Reactance Ballast Input Watts
 - 70W HPS HPF (95 Watts)
 - 70W MH HPF (94 Watts)
 - 100W HPS HPF (130 Watts)
 - 100W MH HPF (129 Watts)
 - CWA Ballast Input Watts
 - 150W MH HPF (210 Watts)
 - 175W MH HPF (210 Watts)
 - 260W HPS HPF (300 Watts)
 - 260W MH HPF (295 Watts)
 - 400W HPS HPF (465 Watts)
 - 400W MH HPF (455 Watts)

EPA
Effective Projected Area: 0.9

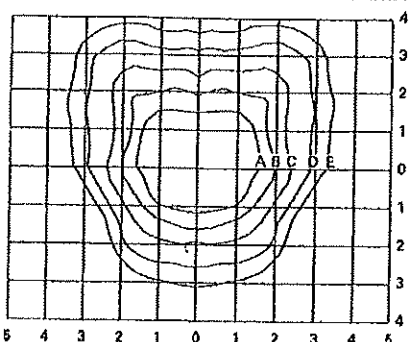
SHIPPING DATA
Approximate Net Weight:
39 lbs. (18 kgs.)

ADR041183

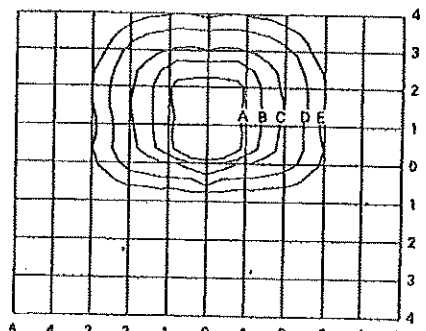
PHOTOMETRICS



CAL-400-MH-MT-3S
400-Watt MH Type III Segmented
40,000-Lumen Clear Lamp



CAL-400-MH-MT-4S
400-Watt MH Type IV Segmented
40,000-Lumen Clear Lamp



CAL-400-MH-MT-SL
400-Watt MH Forward Throw Spill Light Eliminator
40,000-Lumen Clear Lamp

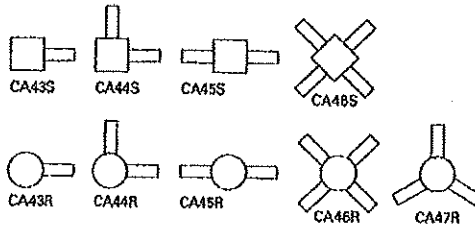
Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line. Distance in units of mounting height.

Mounting Height	Footcandle Values for Isofootcandle Lines				
	A	B	C	D	E
20'	3.00	1.50	0.75	0.30	0.16
25'	2.00	1.00	0.50	0.20	0.10
30'	1.38	0.69	0.34	0.13	0.08

Top Mounting for Square and Round Poles (order separately)

Accommodates 2 3/8"-3" O.D. vertical tenons (arm included). Catalog number includes slipfitter and mounting arm(s). Square unit height is 6 1/4". Round unit height is 6 3/4".



Catalog Number	E.P.A.	Wt. (lbs.)
CA43S	1.2	39
CA44S	2.3	76
CA45S	2.3	75
CA46S	2.3	146
CA43R	1.2	38
CA44R	2.3	75
CA45R	2.3	75
CA46R	2.3	145
CA47R	2.4	111

ORDERING INFORMATION

SAMPLE NUMBER: CAL-400-MH-MT-SL-BZ

<p>Product Family CAL=Concourse III</p> <p>Lamp Wattage 70-70 100=100W 150=150W 175=175W 250=250W 400=400W*</p>	<p>Lamp Type MH=Metal Halide HPS=High Pressure Sodium</p>	<p>Voltage* 120 208 240 277 480 TT=Triple-Tap* MT=Multi-Tap*</p>	<p>Optics 2F=Design 20 Formed 2S=Segmented Type II 3F=Design 30 Formed 3S=Segmented Type III 4F=Design 40 Formed 4S=Segmented Type IV* 5F=Design 50 Formed 5S=Segmented Type V SL=Forward Throw Spill Light Eliminator</p>	<p>Options (add as suffix) † F=Single Fuse (120, 277 or 347V) FF=Double Fuse (208, 240 or 480V) Q=Quartz Restrike (limit to 150W maximum, quartz lamp only. Lamp not included.) ‡ P=Button Type Photocontrol (Specify Voltage) R=NEMA Twistlock Photocontrol Receptacle V=Vandal Shield HS=House Side Shield † L=Lamp Included</p> <p>Colors (add as suffix/must specify color) BK=Black AP=Grey BZ=Bronze WH=White DP=Dark Platinum GM=Graphite Metallic</p>	<p>Accessories (order separately) CA14-XX=Wall Mount Adaptor* CA18=House Side Shield-Design 40 MA1055=House Side Shield (Type 2F & 3F only) CA40-XX=Direct Arm Mount for Square Pole (EPA 0.2)* CA41-XX=Direct Arm Mount for 3" O.D. Round Pole (EPA 0.2)* CA42-XX=Direct Arm Mount for 3 1/2"-4" O.D. Round Pole (EPA 0.2)* CA43S-XX=Single Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole CA43R-XX=Single Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole CA446-XX=2 @ 90° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole CA44R-XX=2 @ 90° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole CA45S-XX=2 @ 180° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole CA45R-XX=2 @ 180° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole CA46S-XX=4 @ 90° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole CA46R-XX=4 @ 90° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole CA47S-XX=3 @ 180° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Square Pole CA47R-XX=3 @ 180° Arm Tenon Adapter for 2 3/8"-3" O.D. Tenon Round Pole CA9005-XX=Adjustable Filter, FA568Z Required (fits 2 3/8" O.D. Vertical Tenon) ‡ OA/RA1016=Photocontrol-Multi-Tap OA/RA1027=Photocontrol-480V OA1046=120V Button Photocontrol for Field Installation OA1047=208/240V Button Photocontrol for Field Installation OA1048=277V Button Photocontrol for Field Installation</p>
---	--	---	---	---	---

NOTES: 1 Bracket arms are not included with standard unit. One bracket arm must be ordered for each standard unit (see Accessories). 2 400W Metal Halide fixtures use E28 lamps only. 3 Products also available in non-US voltages and 50Hz for international markets. Consult factory for availability and ordering information. 4 Multi-Tap ballast is 120/208/240/277V wired 277V. Triple Tap ballast is 120/277/347V wired 347V. 5 Type 4S optic not rotatable with 400W HPS systems. 6 Must be listed in the order shown and separated by a dash. 7 Not available with quartz or "SL" optic. 8 Available for 2S, 3S, 4S, 2F, 3F, 4F distributions only. 9 Add fixture color at end of number. 10 Products also available in non-US voltages and frequencies for international markets. 11 Consult your Cooper Lighting Representative for availability and ordering information.

NOTE: Specifications and dimensions subject to change without notice.

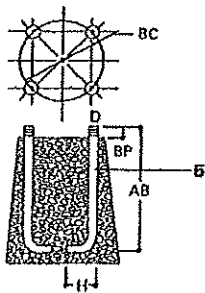
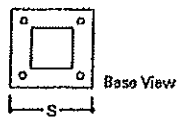
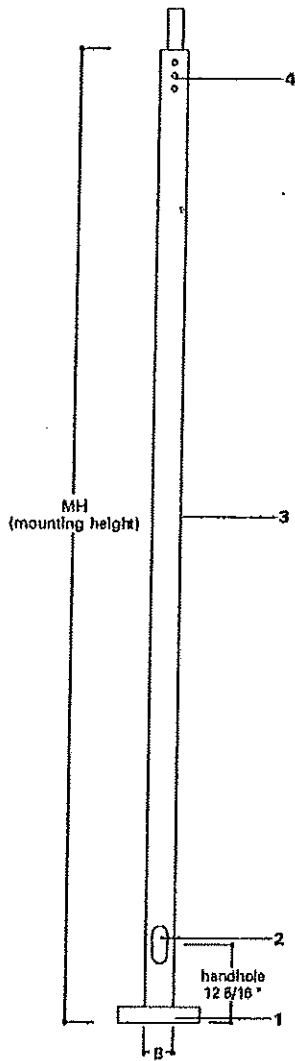
Visit our web site at www.cooperlighting.com
Customer First Center 1121 Highway 74 South Peachtree City, GA 30289 770.486.4800 FAX 770.486.4801 ADH041193

TYPE:

CATALOG #:

COOPER LIGHTING®

DETAILS



SPECIFICATION FEATURES

- 1...ASTM Grade steel base plate with ASTM A366 base cover.
- 2...Hand hole assembly 3" x 5" on 5" and 6" pole; and 2" x 4" on 4" pole.
- 3...ASTM A600 grade "B" steel shaft. Shot blasted and painted with polyester powder coat.
- 4...Drilled or Tenon (specify).
- 5...Anchor bolt per ASTM A576 with (2) nuts, (2) flat washer, and (1) lock washer. Nuts, washers and threaded portion of bolt are hot dip galvanized. 3" hook for 3/4" bolt. 4" hook for 1" bolt.

FOUR BOLT ANCHORAGE (see ordering information)

- BC=Bolt Circle
- BP=Bolt Projection
- AB=Bolt Dimensions
- D=Bolt Diameter
- H=Bolt Dimensions

FINISH COLORS

- F=Dark Bronze
- G=Galvanized
- V=Grey
- W=White
- Y=Black

SSSSQUARE STRAIGHT STEEL

10' - 39'

Mounting Height

SQUARE STRAIGHT STEEL



ORDERING INFORMATION

The following information illustrates the correct way to enter an order for SSS5A20SFM1XG. The ordering designation is detailed as follows.

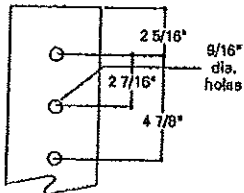
Square	Straight	Steel	Shaft ¹ Size	Wall Thickness	Mounting Height (ft.)	Base Type	Finish	Fixture Mounting & Type	No. & Location of Arms	Arm Lengths	Accessories (Ground Lug)
S	S	S	5	A	20	S	F	M	1	X	G

Mtg. Height	Catalog ^{1,2} Number	Wall Thickness	Base Square (In.)	Bolt Circle Dia. (In.)	Bolt Proj. (In.)	Shaft Size (In.)	Anchor Bolt Dia. & Length (In.)	Net. Wt. (Lbs.)	EPA (Sq. Ft.) ⁴ At Pole Top				EPA (Sq. Ft.) ⁴ 2' Above Pole Top				Max. Fixture Load—Include Bracket (Lbs.)
									70	80	90	100	70	80	90	100	
10	SSS4A10SF	.120	10 1/2	11.0	4 1/2	4	3/4 x 25 x 3	98	39.8	29.9	23.2	18.4	33.0	24.8	19.3	16.3	150
15	SSS4A15SF	.120	10 1/2	11.0	4 1/2	4	3/4 x 25 x 3	133	19.6	14.4	10.8	8.2	17.2	12.7	9.5	7.3	150
20	SSS4A20SF	.120	10 1/2	11.0	4 1/2	4	3/4 x 25 x 3	162	12.9	9.1	6.5	4.8	11.7	8.2	5.9	4.2	200
25	SSS4A25SF	.120	10 1/2	11.0	4 1/2	4	3/4 x 25 x 3	208	8.7	6.6	3.8	2.1	8.0	6.2	3.3	2.0	200
20	SSS5A20SF	.120	10 1/2	11.0	4 1/2	5	3/4 x 25 x 3	202	21.9	15.7	11.6	8.6	19.9	14.3	10.5	7.7	200
25	SSS5A25SF	.120	10 1/2	11.0	4 1/2	5	3/4 x 25 x 3	248	15.5	10.5	7.2	4.8	14.3	9.8	6.6	4.4	200
30	SSS5A30SF	.120	10 1/2	11.0	4 1/2	5	3/4 x 25 x 3	293	8.2	4.6	2.1	--	7.7	4.3	2.0	--	300
35	SSS6M35SF	.100	10 1/2	11.0	4 1/2	5	3/4 x 25 x 3	480	11.8	7.1	3.8	1.5	11.1	6.6	3.6	1.4	300
25	SSS6A25SF	.120	12 1/2	12.5	5	6	1 x 36 x 4	295	24.1	16.8	12.0	8.5	22.2	15.8	11.1	7.8	200
30	SSS6A30SF	.120	12 1/2	12.5	5	6	1 x 36 x 4	347	14.0	8.7	5.0	2.5	13.1	8.2	4.7	2.3	300
30	SSS6M30SF	.188	12 1/2	12.5	5	6	1 x 36 x 4	605	26.4	18.1	12.5	8.4	24.7	16.9	11.6	7.9	300
35	SSS6M36SF	.188	12 1/2	12.5	5	6	1 x 36 x 4	584	18.7	12.7	7.9	4.4	18.6	12.0	7.5	4.2	300
35	SSS6X35SF	.260	12 1/2	12.5	5	6	1 x 36 x 4	698	28.9	19.7	13.4	8.9	8.7	19.6	12.7	8.4	300
39	SSS6M39SF	.188	12 1/2	12.5	5	6	1 x 36 x 4	647	16.4	9.1	4.8	1.8	14.6	8.7	4.6	1.7	300
39	SSS6X39SF	.260	12 1/2	12.5	5	6	1 x 36 x 4	822	23.5	15.4	9.8	5.7	22.4	14.6	9.3	5.4	300

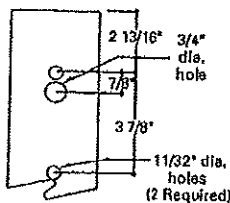
NOTES: ¹ Catalog number includes pole with anchor bolts with double nuts (BEFORE INSTALLING ANCHOR BOLTS MAKE SURE PROPER ANCHOR BOLT TEMPLATE IS OBTAINED FROM COOPER LIGHTING). ² Tenon size or machining for rectangular arms must be specified. Hand hole is located 180° from single arm. ³ Shaft size, base plate, anchor bolts and projections may vary slightly—all dimensions nominal. ⁴ EPA's based on shaft properties with wind normal to flat. EPA's calculated using base wind velocity as indicated plus 30% gust factor.

DRILLING PATTERN

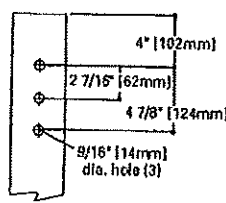
Type "M"



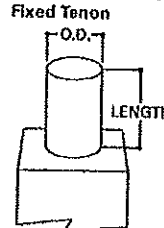
Type "E"



Type "Z"



MOUNTING OPTIONS (add as suffix)



Designation Number	O.D. (In.)	Length (In.)
1	2 3/8	3 1/2
2	2 3/8	4
3	3 1/2	5
9	3	4

Type "M" Drill Pattern = Hammer, Landau, Galleria, and Vision Area

Type "E" Drill Pattern = Concourse III

Type "Z" Drill Pattern = Credenza and Cirrus

MACHINING FOR RECTANGULAR ARMS (add as suffix)

Designation Letter & Number	Designation (UCS Only) Letter & Number	Designation (Cirrus / Credenza Only) Letter & Number	Quantity & Location
M1	E1	Z1	Single
M2	E2	Z2	2 @ 180°
M3	E3	Z3	3 @ 120°
M4	E4	Z4	4 @ 90°
M5	E5	Z5	2 @ 90°
M6	E6	Z6	3 @ 90°
M7	E7	Z7	2 @ 120°

ACCESSORIES

- A=1/2" tapped hub¹
- B=3/4" tapped hub¹
- C=Convenience outlet²
- G=Grounding lug (max. wire #8 AWG)
- H=Additional hand hole and cover—12" below pole top—90° from hand hole.

NOTES: ¹ Location is 3" above base—90° from hand hole. ² Outlet is located 4" above base and on same side of pole as hand hole, unless specified otherwise. Receptacle not included, provision only.



Eyecare Medical Group
 Tomorrow's eyecare today.

FAX COVER SHEET

Date:	7/23
To:	Bill Wilson
From:	Jimmy Wayne
Dept. or Dr's Office: (See Dr's Fax #s at right)	
Number of pages including cover sheet:	6

Comments: Bill - The price for this light was \$421.00. Included was just pole and light box. Thanks TW

William S. Holt, M.D.
 (207) 773-0432
 FAX: (207) 874-6755

Elizabeth G. Serrage, M.D.
 (207) 773-4607
 FAX: (207) 874-6755

Bruce R. Cassidy, M.D.
 (207) 773-6058
 FAX: (207) 874-6756

Robert W. Daly, M.D.
 (207) 874-6754
 FAX: (207) 773-1077

Samuel P. Solish, M.D.
 (207) 773-4723
 FAX: (207) 874-6756

Scott M. Steidl, M.D.
 (207) 828-1479
 FAX: (207) 773-1077

Jordan E. Sterrer, M.D.
 (207) 773-4607
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Ruth E. Stevens, O.D., M.B.A.
 (207) 773-0545
 FAX: (207) 874-2803

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 (207) 773-0545
 FAX: (207) 874-2803

Clement M. Berry, C.E.O.
 (207) 828-2020
 (207) 874-6752
 FAX: (207) 773-7034

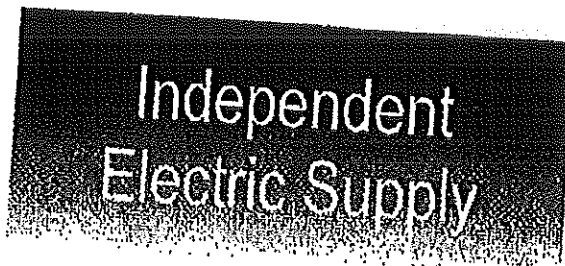
Main Fax
 FAX: (207) 773-7034

Billing Office
 FAX (207) 874-2938

This information has been disclosed to you from records whose confidentiality is protected by state regulations and statute.

State and Federal regulations limit the right to make any further disclosures of this information without prior consent of the patient to whom it pertains.

53 Sewall Street, Portland, Maine 04102-2625
 Telephone: (207) 828-2020 * Toll-Free: 1-(888)-374-2020
 www.eyecaremed.com



Phone: 207-347-7210
Fax: 207-347-7217
www.lesbuy.com

To: Terry % Eye Care & Surgery
From: JACK MURPHY
Fax: 773-7034
Pages: 5
Phone:
Date: 10-12-2006
Re: 30' Pole and Fixture Cut sheets
CC:

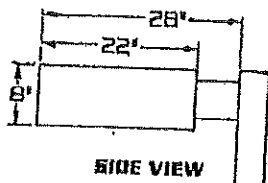
Terry,
Cut sheets per Bill Wilson's request attached.

Any questions please call me @ 252-1027 to discuss

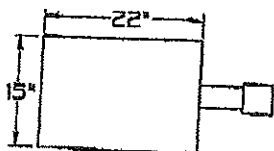
Thank you, Jack Murphy

VERSALUX

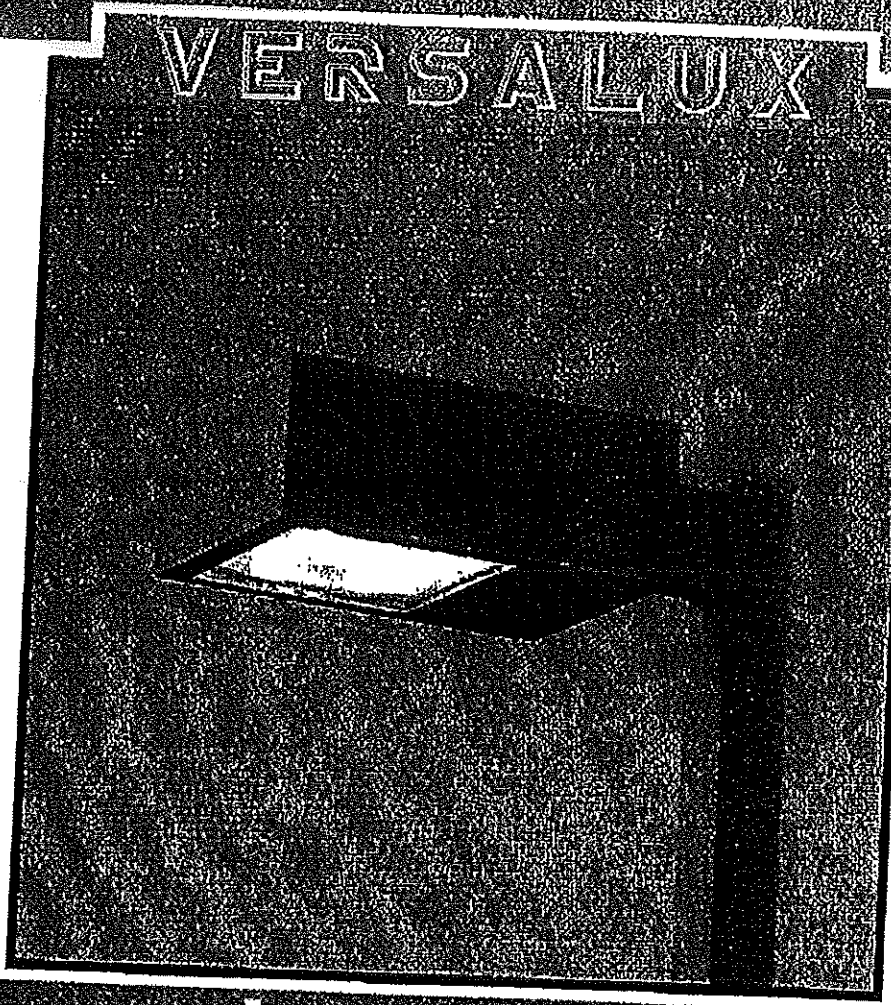
(400 WATT MAX.)



SIDE VIEW



TOP VIEW



E.P.A. 1.72



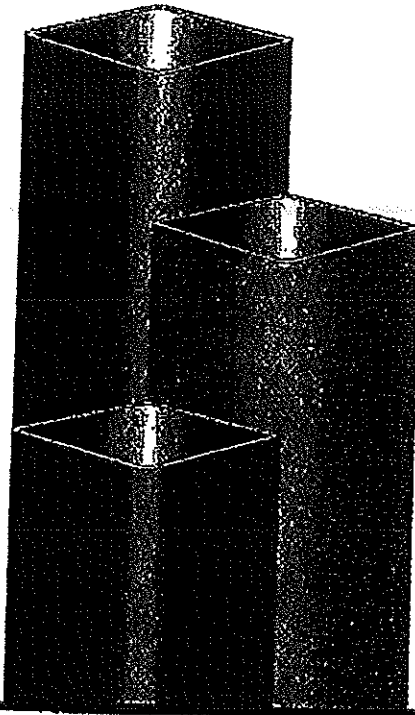
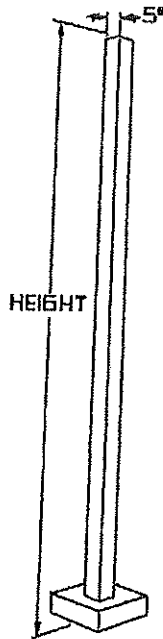
SPECIFICATIONS

- HOUSING:** ONE PIECE HEAVY GAUGE DIE FORMED ALUMINUM CONSTRUCTION WITH SEPARATE BALLAST COMPARTMENT.
- LENS ASS'Y:** ONE PIECE HINGED HEAVY GAUGE DIE FORMED ALUMINUM DOOR FRAME SURROUNDS 3/16" CLEAR TEMPERED GLASS LENS. GLASS IS SEALED TO DOOR WITH HIGH TEMPERATURE SILICONE SEAL. TWO CAPTIVE THUMB SCREWS DISENGAGE LENS ASSEMBLY FROM HOUSING WITHOUT THE USE OF TOOLS.
- OPTICS:** COMPUTER DESIGNED ONE PIECE SEMI SPECULAR HYDROFORMED REFLECTOR COMBINES WITH LENS TO PRODUCE A HIGHLY EFFICIENT, SHARP CUTOFF. OPTICS ARE FIELD ROTATABLE.
- BASKETING:** CLOSED CELL EPDM GASKETING COMPRESSED BETWEEN DOOR AND HOUSING SEALS OPTICAL CHAMBER.
- LAMP HOLDER:** MOGUL BASE PORCELAIN.
- LAMP:** (BY OTHERS)
- BALLAST:** H.P.F./C.W.A. AUTOTRANSFORMER. -20° STARTING TEMPERATURE. ELECTRICAL COMPONENTS ARE MOUNTED TO HINGED REMOVABLE TRAY FOR EASY ACCESS.
- ARM:** 3"X5"X6" LONG HEAVY WALL EXTRUDED ALUMINUM. ARM IS SECURED TO HOUSING AND TO POLE WITH STAINLESS STEEL RODS.
- FINISH:** POLYESTER POWDER COAT-STATE OF THE ART 20 PSI PRESSURE POWER WASH AT 140° TEMPERATURE INCORPORATES FOUR STEP IRON PHOSPHATE PROCESS TO CLEANSE AND PRETREAT THE METAL SURFACE FOR MAXIMUM PAINT ADHESION. ELECTROSTATICALLY APPLIED TEXTURED POLYESTER POWDER TOP COAT IS BAKED AT 400° TEMPERATURE FOR MAXIMUM HARDNESS AND EXTERIOR DURABILITY.



USA REFLECTOR

SNTS 5"

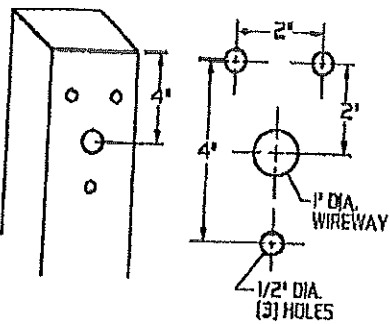


5" SQUARE STRAIGHT STEEL

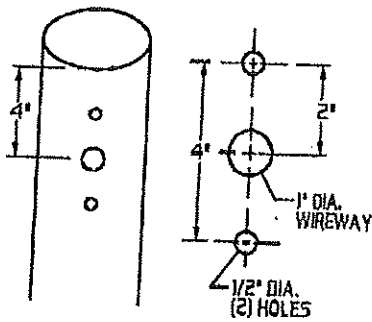
SPECIFICATIONS

- SHAFT:** 5" SQUARE, FABRICATED FROM HIGH GRADE STRUCTURAL STEEL TUBE. SHAFT CONFORMS TO ASTM-A-501-68 SPECIFICATIONS. MEETS OR EXCEEDS MINIMUM YIELD STRENGTH OF 46,000 P.S.I. WALL THICKNESS 11 GA. (.120 WALL) OR 7 GA. (.180 WALL) AS SPECIFIED. REINFORCED HAND HOLE IS FURNISHED WITH COVER. SHAFT IS FURNISHED WITH GROUND LUG LOCATED INSIDE POLE ON WALL OPPOSITE HAND HOLE.
- BASE PLATE:** FABRICATED FROM STRUCTURAL QUALITY HOT ROLLED STEEL. MEETS OR EXCEEDS MINIMUM YIELD STRENGTH OF 36,000 P.S.I. BASE TELESCOPES AND IS CIRCUMFERENTIALLY WELDED TO POLE SHAFT. SLOTTED BOLT HOLES PROVIDE 1" FLEXIBILITY ON EITHER SIDE OF BOLT CIRCLE CENTERLINE.
- ANCHORAGE:** (4) ANCHOR BOLTS FABRICATED FROM HOT ROLLED STEEL BAR. MINIMUM YIELD STRENGTH OF 50,000 P.S.I. BOLTS HAVE "L" BEND ON ONE END AND ARE THREADED ON THE OTHER END. BOLTS ARE FULLY GALVANIZED AND ARE FURNISHED WITH TWO NUTS AND TWO WASHERS.
- BASE COVER:** FABRICATED FROM HEAVY GAUGE QUALITY CARBON STEEL. TWO PIECE COVER CONCEALS BASE.
- FINISH:** FOUR (4) STAGE FINISH PROCESS IS TOPPED BY TWO (2) COLOR COATS OF ULTRAVIOLET RESISTANT ACRYLIC ENAMEL. THE UNIQUE SURFACE PREPARATION PROCESS INCLUDES TWO (2) CLEANING AND TWO (2) PRIME COATS WHICH PROVIDE A RUST FREE SUBSTRATE PRIOR TO APPLICATION OF THE FINISH COATS.

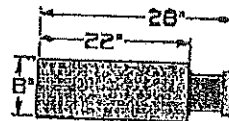
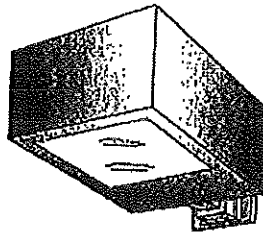
TYPICAL SQUARE POLE TEMPLATE



TYPICAL ROUND POLE TEMPLATE

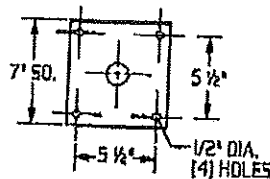


WALL MOUNT

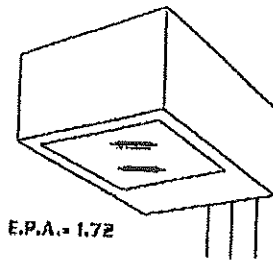


EXTRUDED ALUMINUM ARM AND CAST ALUMINUM WALL BRACKET ASSEMBLY PROVIDED WITH BUILT IN BASKETED WIRE ACCESS FOR FIXTURE/SUPPLY WIRE CONNECTION.

WALL PLATE



**LAMP SIZE:
100 - 400 WATT**



E.P.A. = 1.72

RECTILINEAR HEAVY GAUGE ALUMINUM HOUSING.

FIELD ROTATABLE OPTICS.

FIELD ADJUSTABLE OPTICS, TYPE II AND III LIGHT DISTRIBUTION.

HINGED BALLAST TRAY, WITH QUICK DISCONNECT PLUG FOR EASY ACCESS TO ELECTRICAL COMPONENTS.

TOOLESS LUMINAIRE ACCESS.

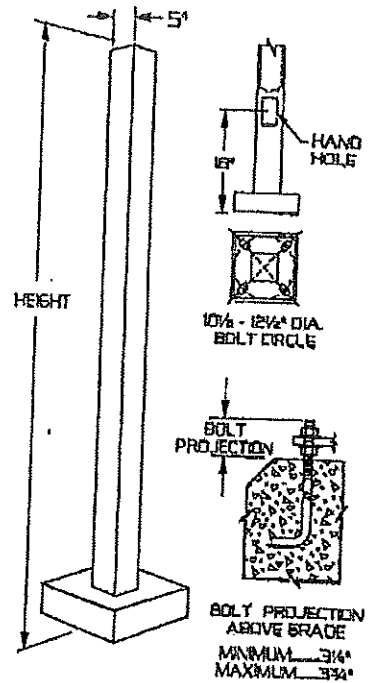
ORDERING INFORMATION

MODEL NO. 1	OPTICS	WATTAGE TYPE VOLTAGE	MOUNTING	FINISH	OPTIONS
VRS					
MODEL NO. 2	OPTICS	LAMP	MOUNTING	FINISH	OPTIONS
VRS	<input type="checkbox"/> TYPE I I..... (Hydroform)	<input checked="" type="checkbox"/> 400 <input checked="" type="checkbox"/> HPS <input type="checkbox"/> 120	<input checked="" type="checkbox"/> ARM MOUNT	<input checked="" type="checkbox"/> DARK BRONZE DBM	<input type="checkbox"/> CLEAR POLYCARBONATE DIFFUSER.....LEX
	<input type="checkbox"/> TYPE II II..... (Hydroform)	<input type="checkbox"/> 250 <input type="checkbox"/> MH <input type="checkbox"/> 208	<input type="checkbox"/> STREET LIGHTING ARM MOUNT	<input type="checkbox"/> MEDIUM BRONZE MBM	<input type="checkbox"/> HOUSE SIDE SHIELD.....HS
	<input type="checkbox"/> TYPE III III..... (Hydroform)	<input type="checkbox"/> 200 <input type="checkbox"/> MV <input type="checkbox"/> 240	<input type="checkbox"/> ST23..... (TO FIT OVER 2 3/8" O.D. ARM)	<input type="checkbox"/> BLACK BKM	<input type="checkbox"/> PHOTO CELL + VOLTAGE (EXAMPLE: PC120V).....PC+V
	<input checked="" type="checkbox"/> TYPE IV (FORWARD THROW) IV..... (segmented)	<input type="checkbox"/> 175 <input type="checkbox"/> 277	<input type="checkbox"/> ADJUSTABLE KNUCKLE	<input type="checkbox"/> WHITE WTM	<input type="checkbox"/> TWIST LOCK PHOTO CELL+VOLTAGE (EXAMPLE TPC120V).....TPC+V
	<input type="checkbox"/> TYPE V V-SQ..... (segmented)	<input type="checkbox"/> 150 <input type="checkbox"/> 480	<input type="checkbox"/> NKLE23..... (TO FIT OVER 2 3/8" O.D.)	<input type="checkbox"/> SILVER SLM	<input type="checkbox"/> TWIST LOCK RECEPTACLE ONLY.....TPR
		<input checked="" type="checkbox"/> 100 <input checked="" type="checkbox"/> MT	<input type="checkbox"/> NKLE27..... (TO FIT OVER 2 7/8" O.D.)	OPTION: <input type="checkbox"/> ANODIZED AZ	<input type="checkbox"/> SINGLE FUSE (120V., 277V).....SF
			<input type="checkbox"/> WALL MOUNT <input type="checkbox"/> WM.....	ANODIZED HOUSING MUST HAVE PANT FINISH COAT EXAMPLE: A208N	<input type="checkbox"/> DOUBLE FUSE (208V., 240V).....DF
		METAL HALIDE UNITS ONLY USE ED28 LAMP FOR 400 W. USE MEDIUM BASE LAMP FOR 100 W.	SEE ACCESSORIES SECTION FOR ST23 AND NKLE DETAILS	SEE PAGE 3 FOR ADDITIONAL COLORS	<input type="checkbox"/> TAMPER PROOF.....TP

SNTS SERIES

ENGINEERING DATA Maximum EPA - Square Feet

Catalog Number	Maximum Fbxt. wgt.	100 MPH	90 MPH	80 MPH	70 MPH
SNTS 185-11	400	10.9	14.5	20.2	27.0
SNTS 205-11	400	8.6	12.0	16.6	23.3
SNTS 205-7	450	15.7	19.2	25.1	31.2
SNTS 255-11	400	5.1	6.5	9.8	14.6
SNTS 255-7	400	9.4	12.4	17.0	23.8
SNTS 305-11	350	N/A	2.8	5.7	7.5
SNTS 305-7	375	5.6	8.7	12.1	18.2
SNTS 355-7	350	2.5	5.2	9.3	14.9



All above design calculations are based on sustained wind forces plus additional 1.3 wind gust
(Example: Pole rated at 80 MPH withstands 104 MPH gusts)

ORDERING INFORMATION

MODEL NO.:	POLES	MOUNTING	FINISH	OPTIONS																																				
SNTS																																								
MODEL NO.:	POLES	MOUNTING	FINISH	OPTIONS																																				
SNTS	<table border="1"> <thead> <tr> <th>POLE HEIGHT</th> <th>WALL THICKNESS</th> <th>BOLT CIRCLE</th> <th>ANCHORAGE</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> 185-11</td> <td>18'</td> <td>11</td> <td>1 1/2" 1"X36"X4"</td> </tr> <tr> <td><input type="checkbox"/> 205-11</td> <td>20'</td> <td>11</td> <td>1 1/2" 1"X36"X4"</td> </tr> <tr> <td><input type="checkbox"/> 205-7</td> <td>20'</td> <td>7</td> <td>1 1/2" 1"X36"X4"</td> </tr> <tr> <td><input type="checkbox"/> 255-11</td> <td>25'</td> <td>11</td> <td>1 1/2" 1"X36"X4"</td> </tr> <tr> <td><input type="checkbox"/> 255-7</td> <td>25'</td> <td>7</td> <td>1 1/2" 1"X36"X4"</td> </tr> <tr> <td><input checked="" type="checkbox"/> 305-11</td> <td>30'</td> <td>11</td> <td>1 1/2" 1"X36"X4"</td> </tr> <tr> <td><input type="checkbox"/> 305-7</td> <td>30'</td> <td>7</td> <td>1 1/2" 1"X36"X4"</td> </tr> <tr> <td><input type="checkbox"/> 355-7</td> <td>36'</td> <td>7</td> <td>1 1/2" 1"X36"X4"</td> </tr> </tbody> </table>	POLE HEIGHT	WALL THICKNESS	BOLT CIRCLE	ANCHORAGE	<input type="checkbox"/> 185-11	18'	11	1 1/2" 1"X36"X4"	<input type="checkbox"/> 205-11	20'	11	1 1/2" 1"X36"X4"	<input type="checkbox"/> 205-7	20'	7	1 1/2" 1"X36"X4"	<input type="checkbox"/> 255-11	25'	11	1 1/2" 1"X36"X4"	<input type="checkbox"/> 255-7	25'	7	1 1/2" 1"X36"X4"	<input checked="" type="checkbox"/> 305-11	30'	11	1 1/2" 1"X36"X4"	<input type="checkbox"/> 305-7	30'	7	1 1/2" 1"X36"X4"	<input type="checkbox"/> 355-7	36'	7	1 1/2" 1"X36"X4"	<input type="checkbox"/> 2 3/8"X4" TENON PT23 <input type="checkbox"/> 2 7/8"X4" TENON PT27 <input type="checkbox"/> OTHER TENON MT _____ DRILL MOUNT <input checked="" type="checkbox"/> 1-180... <input type="checkbox"/> 2-180... <input type="checkbox"/> 2-90... <input type="checkbox"/> 3-90... <input type="checkbox"/> 4-90... <input type="checkbox"/> 3-120... 3-120 REQUIRES PT27 AND T3120 ADAPTER	<input checked="" type="checkbox"/> DARK BRONZE DBM <input type="checkbox"/> MEDIUM BRONZE MBM <input type="checkbox"/> BLACK BKM <input type="checkbox"/> WHITE WTM <input type="checkbox"/> SILVER SLM <input type="checkbox"/> GALVANIZED GLV <input type="checkbox"/> THERMOSET POLYESTER POWDER PDR OPTION: <input type="checkbox"/> PRIME PAINT PP SEE PAGE 3 FOR ADDITIONAL COLORS	<input type="checkbox"/> DUPLEX RECEPTACLE DUP <input type="checkbox"/> GFI RECEPTACLE GFI <input type="checkbox"/> 3 WAY ADAPTER T3120 <input type="checkbox"/> 1/2" COUPLING CPLN1/2 <input type="checkbox"/> 3/4" COUPLING CPLN3/4 <input type="checkbox"/> 2" COUPLING CPLN2 (SPECIFY COUPLING LOCATION) SEE ACCESSORIES SECTION FOR OTHER OPTIONS.
POLE HEIGHT	WALL THICKNESS	BOLT CIRCLE	ANCHORAGE																																					
<input type="checkbox"/> 185-11	18'	11	1 1/2" 1"X36"X4"																																					
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