



Permitting and Inspections Department
Michael A. Russell, MS, Director

Signage /Awning Permit Application

Building Information:

Exterior Length of façade of tenant space (ft): 34.7 Height of exterior façade (ft): 40
 Lot frontage on street (ft): 99.6 This is a (select one): Single Tenant Lot Multi-Tenant Lot
 If multi-tenant, this is a (select one): Ground floor unit Upper story unit
 Current specific use: commercial If vacant, prior use: _____
 Proposed use: personalized prosthetic care

Information on EXISTING signs that will remain:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N – if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			
free-standing	n/a	n/a	55" x 7' 1"	105.5"	1'

Information on PROPOSED signs:

Type (i.e. awning, freestanding sign, attached building sign)	For awnings only:		Dimensions of awning or sign (include length, width, and height, as applicable)	Height of awning or sign above the ground to its highest point	For freestanding signs - setback of closest point of sign to the nearest property line(s)
	Is there any symbol/lettering on awning? (Y/N – if Y, list the dimensions of the messaging)	Is awning backlit? (Y/N)			
free-standing	n/a	n/a	6' x 7' 1" x 12"	8' 10"	1'

I hereby certify the following:

- I am the Owner of record of the named property, or the owner of record authorizes the proposed work and I have been authorized by the owner to make this application as his/her authorized agent.
- I assume responsibility for compliance with all applicable statutes, codes, ordinances, rules and regulations.
- I understand that this application will not be reviewed for code compliance, and I certify that the proposed sign will be installed in accordance with the IBC 2009.
- I understand that if a Code Official determines that the sign has been installed in violation of any statute, code, or ordinance, that I am responsible for remedying the violation.
- If a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant: Bruce Bailey / SA Date: 5/31/18
This is a legal document and your electronic signature is considered a legal signature per Maine state law.

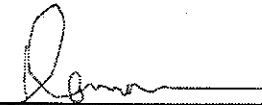
WRITTEN CONSENT AND AGREEMENT relating to a certain sign(s) proposed to be erected at/on a building located at 1274 Congress St in _____ Portland, ME _____
(Street Address) (City & State)

Swan Island, LLC 7 Merion Way, Cumberland, ME 04021 _____ being the owner of the premises hereby
~~(Property Owner)~~

gives consent to the erection of a certain sign(s) by Bailey Sign, Inc. of Westbrook, ME. This also gives permission to Bailey Sign, Inc. to file for any necessary permits for erecting such sign(s) on behalf of above named property owner.

In witness whereof, the owner of said premises has signed this consent and agreement this

31st day of May, 2018
(Day) (Month) (Year)



(Property Owner)



(Witness)

John-Paul Donovan, manager

print

Desiree Pierce

print



Portland, Maine

Yes. Life's good here.

Permitting and Inspections
Department

07/16/2018

Permitting and Inspections Department

Michael A. Russell, MS, Director

Signage /Awning Permit Application and Checklist

(For the purposes of this application, an awning shall be considered to be a lightweight metal frame structure over which a fabric covering is attached.)

Applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- Signage/Awning Permit Application form
- Certificate of Liability listing the City as an additional insured if any portion of the sign abuts or encroaches on any public right of way, or can fall into any public right of way. *N/A*
- A copy of the signed lease or letter of permission from the property owner indicating the specific permissions granted and the tenant/space building frontage.
- A plan showing the specific locations of all existing and proposed signs:
 - o For freestanding signs: the plan shall depict lot lines, buildings, driveways, abutting streets or rights of way, lengths of street frontages, and setbacks from freestanding signs to the nearest lot line.
 - o For all other signs and awnings: the plan shall depict buildings, driveways, abutting streets or rights of way, and building façade dimensions. Photos or other documentation similar to a drawn plan are acceptable, provided that all required information is included.
- A drawing or photo of the proposed sign showing content, all dimensions, materials, source of illumination, details of anchoring and installation (e.g., attachment specifications, footing details for freestanding signs, etc.).
- Certificate of flammability is required for awnings or banners. *N/A*
- A UL Classification Mark, found on the product, is required for illuminated signs at the time of final inspection.
- Photos of existing signage. *UL 48*

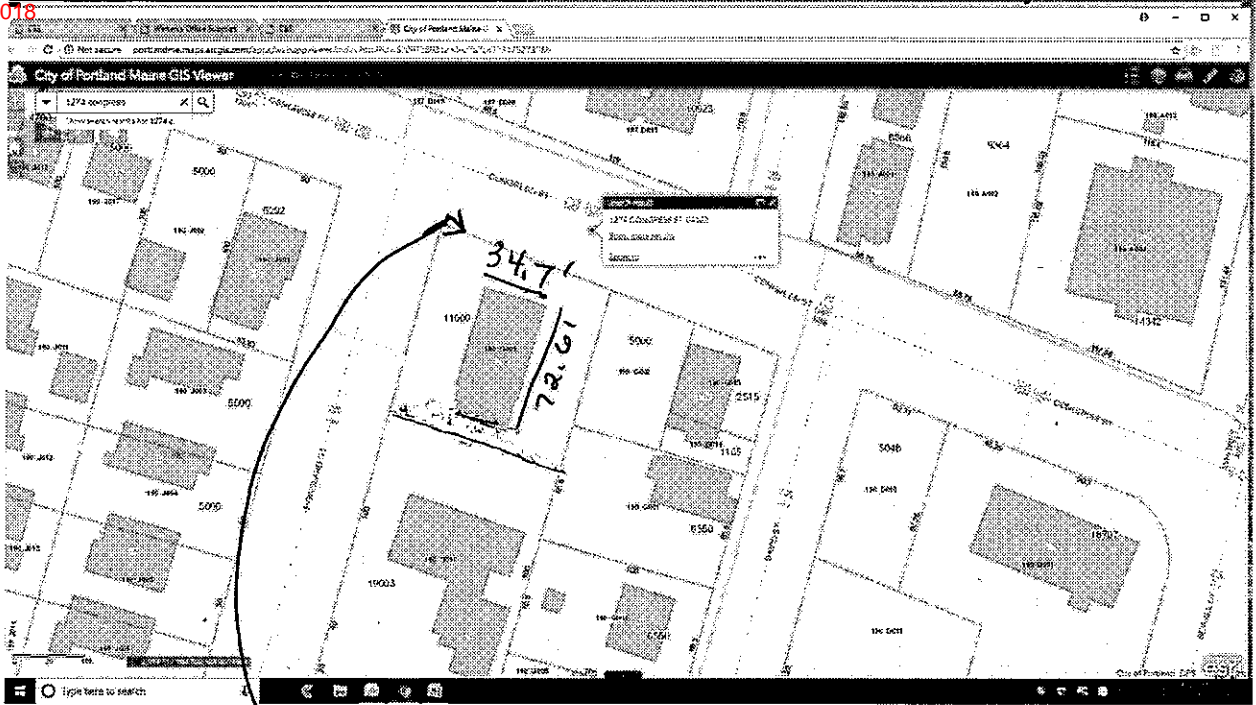
The Permitting and Inspections Department may request additional information prior to the issuance of a permit.



Permitting and Inspections
Department

07/16/2018

1274 Congress ST



hot frontage = 99.6'
on Congress ST.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: Angela Krug, AAI, AINS PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: akrug@clarkinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Atlantic Prosthetic & Orthotic Service DBA AtlanticProCare 1274 Congress Street Portland, ME 04102	INSURER A : AIX Specialty Insurance Co NAIC # 12833	
	INSURER B : Charter Oak Fire Ins. Co. 25615	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		L1PA825465	04/30/2018	04/30/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB4J887061	09/08/2017	09/08/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.			L1PA825465	04/30/2018	04/30/2019	Each Claim 1,000,000
A	Claims Made			L1PA825465	04/30/2018	04/30/2019	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Sign Permit
City of Portland is an additional insured as required by permit per attached 421-3272 (10/13).

CERTIFICATE HOLDER City of Portland 389 Congress Street Portland, ME 04101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT – ALLIED HEALTHCARE (CLAIMS-MADE)

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Bodily Injury Redefined	Included
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
5. Innocent Party Defense Coverage for Employees	\$ 25,000
6. Extended Property Damage	Included
7. Knowledge of Occurrence	Included
8. Liberalization Clause	Included
9. Mobile Equipment Redefined	Included
10. Non-owned Watercraft	51 ft.
11. Personal Injury – Abuse of Process	Included
12. Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage Damage)	
Base Limit	\$ 500,000
Limit When Required by Lease Contract	Up to \$1,000,000
13. Supplementary Payments Increased Limits	
- Bail Bonds	\$ 2,500
- Loss of Earnings	\$ 500
14. Unintentional Failure to Disclose Hazards	Included
15. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only

with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

b. Paragraph 1.a. only applies with respect to:

- (1) "Your work" for the additional insured(s) at the location designated in the contract,



- agreement or permit; or
- (2) Premises you own, rent, lease, control or occupy.
- c. This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.
- d. This provision does not apply:
- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
- (3) To any person or organization included as an insured under item 2. of this endorsement;
- (4) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor;
- (5) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
- (6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- e. This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- f. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - WHO IS AN INSURED**, Paragraph 2.:

- e. Any person or organization with whom you agreed because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This insurance does not apply to any



insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

3. Bodily Injury Redefined

SECTION VI – DEFINITIONS, Paragraph 3. is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. Under **SECTION I – COVERAGE A**, Paragraph 2. Exclusion j. is amended to include the following:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION VI – DEFINITIONS**:

"Customers goods" means property of your customer on your premises for the purpose of being:

- (1) Worked on; or
- (2) Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Innocent Party Defense Coverage for Employee

The following is added to **SECTION I - SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

3. a. At your request, we will reimburse you for the sums that you voluntarily pay to an "employee" of yours for the reasonable and necessary defense costs incurred by that employee to defend criminal charges

brought against that employee, but this Supplementary Payment only applies if:

(1) The acts out of which such criminal charges arise are alleged to have:

- (a) A arisen out of and in the course of your employment of the "employee";
- (b) Been committed by your "employee" against your client;
- (c) Taken place during that period of time that the "employee" was employed by you; and
- (d) Taken place during the policy period and in the "coverage territory"; and

(2) All the criminal charges are either dismissed with prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

b. We will not reimburse you for any sums that you voluntarily pay to your "employee" for the reasonable and necessary defense costs that employee incurs to defend the criminal charges made against that employee:

- (1) For any criminal charge(s) arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft;
- (2) For any criminal charge(s) where your "employee" receives anything less than either a complete dismissal with prejudice or a not guilty verdict on all charges, including, without limitation, any deferred adjudication or similar finding of guilt that is held in abeyance for any reason, pending the completion of any remedial activity such as community service or counseling; or
- (3) For any fines or penalties whatsoever.

c. The most we will pay under this provision is \$25,000 during the policy period regardless of the number of requests for reimbursement made by you.

6. Extended Property Damage

SECTION I – COVERAGE A, Paragraph 2. **Exclusions**, Exclusion a. is replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of



reasonable force to protect persons or property.

7. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

8. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

9. Mobile Equipment Redefined

Under **SECTION VI – DEFINITIONS**, Definition 12., **Mobile Equipment**, paragraph f.(1)(a)(b)(c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

10. Non-Owned Watercraft

SECTION I – COVERAGE A, Paragraph 2. **Exclusions**, Paragraph g.(2) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge; and
 - (c) Rented, leased or borrowed by you, and:
 - (i) Being used by you;
 - (ii) Being used by any person with your consent; or
 - (iii) For which any person, with your consent, is responsible.

11. Personal Injury – Abuse of Process

SECTION VI – DEFINITIONS, Paragraph 14.b. is replaced by the following:

- b. Malicious prosecution or abuse of process.

12. Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage)

- a. The word "fire" is changed to "fire, lightning, explosion, smoke and leakage from fire

protective systems" where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.

- b. Under **SECTION I – COVERAGE A**, Paragraph 2. **Exclusions**, the last paragraph (after the list of exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- c. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" resulting from fire, lightning, explosion, smoke and leakage from fire protective systems or any combination thereof, to any one premises, while rented to you or temporarily occupied by you, with permission of the owner.

- a. The Damage to Premises Rented to You Limit is \$500,000 if:

- (1) There is no contract for lease of the subject premises in effect; or
- (2) If the contract for lease of the subject premises requires a limit of liability of \$500,000 or less.

- b. If there is a contract for lease of the subject premises in effect which requires a limit of liability which is greater than \$500,000, then the Damage to Premises Rented to You Limit is equal to the limit of liability required by the lease contract, subject to a maximum limit of liability of \$1,000,000.

- c. If the Damage to Premises Rented to You Limit specified in the Declarations is greater than the limit specified in Paragraph 6.a. or Paragraph 6.b. (whichever is applicable), then the Damage to Premises Rented to You Limit specified in the Declarations will apply.

- d. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, Paragraph b.(1)(a)(iii) is replaced by the following:



That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner.

e. SECTION VI – DEFINITIONS, Definition 9. "Insured contract", Paragraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

f. This coverage does not apply if Fire Damage Legal Liability of Coverage **A** is excluded either by the provisions of the Coverage Part or by endorsement.

13. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS, COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which

the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

14. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:**

d. We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

15. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim Or Suit:**

f. Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.