

**City of Portland, Maine – Building or Use Permit Application** 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8714 **880216**

Location of Construction: 220 Riverside St Ind Pkwy		Owner: Dorler, Ronald		Phone:		Permit No:	
Owner Address:		Lessee/Buyer's Name: Maine Microwave Assoc.		Phone:		Business Name:	
Contractor Name: OCEI / Omnipoint Communications		Address: 59 Composite Way Connector Park Lowell, MA 01851		Phone: David Putnam 603-494-0111		Permit Issued: MAR 12 1998	
Past Use: Comm		Proposed Use: Same		COST OF WORK: \$ 56,000.00		PERMIT FEE: \$ 300,000.00	
		FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:		Zone: CBL: 330-H-001	
Proposed Project Description: Add antennae and base equipment to existing power		Signature:		Signature:		Zoning Approval: Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	
Permit Taken By: Mary Gresik		Date Applied For: 04 March 1998		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied		Zoning Appeal: <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
		Signature:		Date:		Historic Preservation: <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review	

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

**PERMIT ISSUED WITH REQUIREMENTS**

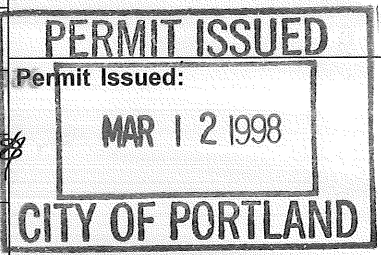
**CERTIFICATION**

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

SIGNATURE OF APPLICANT *Mike Polakewicz* ADDRESS: ADDRESS DATE: 04 March 1998 PHONE: PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE PHONE: PHONE

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector



Zone: CBL: 330-H-001

Zoning Approval: 04-3-11/98

Special Zone or Reviews:  
 Shoreland  
 Wetland  
 Flood Zone  
 Subdivision  
 Site Plan maj  minor  mm

Zoning Appeal:  
 Variance  
 Miscellaneous  
 Conditional Use  
 Interpretation  
 Approved  
 Denied

Historic Preservation:  
 Not in District or Landmark  
 Does Not Require Review  
 Requires Review

Action:  
 Approved  
 Approved with Conditions  
 Denied

Date: 3/12/98

CEO DISTRICT **7**

**BUILDING PERMIT REPORT**

( 300-H-001 )

DATE: 12 / MAR / 98 ADDRESS: 220 Riverside Ind Pkwy  
 REASON FOR PERMIT: To erect a 260' Radio Tower  
 BUILDING OWNER: R. Darler  
 CONTRACTOR: GCEI / Omnipoint Comm.  
 PERMIT APPLICANT: MIKE P.  
 USE GROUP U. BOCA 1996 CONSTRUCTION TYPE Radio Tower

**CONDITION(S) OF APPROVAL**

**This Permit is being issued with the understanding that the following conditions are met:**

Approved with the following conditions: 1, \*

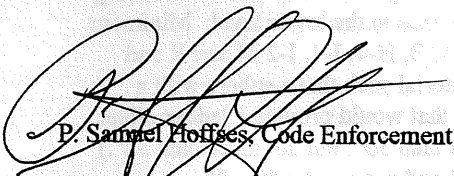
1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Precaution must be taken to protect concrete from freezing.
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of ½ inch gypsum board or the equivalent applied to the garage means of ½ inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993).
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42" , except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2".
9. Headroom in habitable space is a minimum of 7'6".
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread. 7" maximum rise.
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8")
12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft.
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units.
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1)hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.)
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment.
16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the

provisions of the City's Building Code Chapter 9, Section 19, 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required)

17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type.
18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
19. The Sprinkler System shall maintained to NFPA #13 Standard.
20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code.
24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
25. All requirements must be met before a final Certificate of Occupancy is issued.
26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993).
28. Please read and implement the attached Land Use-Zoning report requirements.
29. *The proposed antennae's shall be erected in accordance with the city's building code sections 3108.0 & 3109.0*
30. *The city's building code is (The BOCA National Building Code 1996)*
31. \_\_\_\_\_
32. \_\_\_\_\_



P. Samuel Hoffses, Code Enforcement

cc: Lt. McDougall, PFD  
Marge Schmuckal

STANDARD COMMUNICATIONS SITE LEASE AGREEMENT

THIS STANDARD LEASE AGREEMENT ("Agreement") is entered into this \_\_\_ day of February, 1998, between OMNIPOINT COMMUNICATIONS MB OPERATIONS, LLC, a Delaware limited liability company having a principal place of business at 50 Bridge Street, Manchester, New Hampshire 03101 ("Tenant") and MAINE MICROWAVE ASSOCIATES, INC., a Maine corporation having a principal place of business at 220 Riverside Industrial Parkway, Portland, Maine 04103 ("Landlord").

WHEREAS, Landlord is the owner of a tower located on property having a street address of 220 Riverside Industrial Parkway, located in the City of Portland, County of Cumberland, State of Maine, and hereafter referred to as the "Property," as more fully described on Exhibit A attached hereto and made a part of this Agreement.

In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**1. Lease**

Landlord hereby leases Tenant a certain parcel of land approximately 5' X 5' in size on the Property, more particularly shown or described on Exhibit B attached hereto for the purpose of erecting a housing to house all or portions of the "Communications Facility" (hereinafter defined) for Tenant's sole use. Such structure will house communications equipment and related base stations, switches, power supplies, batteries and accessories (all of which are referred to herein as the "BTS"), together with the right to install associated antennae or related transmitters and receptors as Tenant may deem appropriate from time to time and the right to install cable runs and transmission lines from the BTS (and any supplements thereto) to said antennae, transmitters and receptors and from the BTS (and any supplements thereto) to a power source. All of the above described equipment, together with such other equipment, base stations, switches, power supplies, antennae mounts and appurtenances thereto and related equipment installed from time to time are collectively referred to herein as the "Communications Facility." A description of the Communications Facility and the proposed location of the BTS (and any supplements thereto), the antennae, transmitters or receptors and cable runs and transmission lines shall be fully described by Tenant on Exhibit B which shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. After approval by Landlord, Exhibit B shall be initialed by the parties and attached hereto. The locations of the Communications Facility, as agreed upon by Landlord, are referred to herein as the "Premises." Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable, provided, however, that if any such alterations materially increase the wind load of the Communications Facility, any such alteration shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, delayed or conditioned.

**2. Use of Premises**

(a) Tenant agrees to use the Premises to install, construct, reinstall, operate, maintain, repair, alter and remove the Communications Facility. All of Tenant's Equipment or other property attached to or otherwise brought onto the Premises shall at all times remain personal property and are not fixtures, and may be removed by Tenant at any time during the Term or any Renewal Term. Upon the expiration or termination of this Agreement, Tenant agrees to repair any damage to the Premises caused by Tenant during the term of the Agreement or removal of the installation, ordinary wear and tear and damage from the elements excepted. In connection therewith, Tenant shall have the right, at its sole cost and expense, to obtain electrical and telephone service from the servicing utility company, including the right to install a separate meter and main breaker, where required. Should electrical service be provided to Tenant by Landlord from the servicing utility company, Tenant shall be responsible for the electricity it consumes for its operation at the normal rate charged by the servicing utility company. If such electricity is not separately metered, then said amount will be calculated by Tenant's electrical engineering firm and will be paid to Landlord on a quarterly basis. Landlord shall notify Tenant in writing of any increase in electrical

**20. Maintenance**

Landlord shall maintain the Property (but not the Premises) in a proper operating, neat, clean and safe condition. All costs associated with the maintenance and repair of the Property will be paid by Landlord unless damage to the Property is caused by Tenant, in which case Tenant shall repair such damage or at Tenant's option, reimburse Landlord for the cost and expense incurred by Landlord to repair such damage.

**21. Miscellaneous Lease Provisions**

(a) This Agreement shall be governed by the laws of the State of Maine.

(b) All exhibits and attachments attached hereto are a material part of this Agreement and are incorporated herein by reference.

(c) If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall remain in force and effect to the fullest extent permitted by law.

(d) This Agreement constitutes the entire understanding of the parties and supercedes any prior understandings and agreements among them with respect to the subject matter contained herein.

(e) This is binding upon and will inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

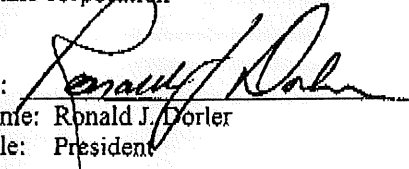
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LANDLORD:**

**TENANT:**

MAINE MICROWAVE ASSOCIATES, INC., a  
Maine corporation

OMNIPOINT COMMUNICATIONS MB  
OPERATIONS, LLC, a Delaware limited liability  
company

By:   
Name: Ronald J. Dorler  
Title: President

By: \_\_\_\_\_  
Name:  
Title:

Date: February 23, 1998

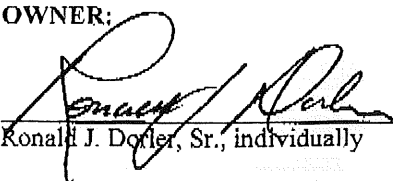
Date: February \_\_\_\_, 1998

Tax ID No.: 01-0417335

**LIMITED JOINDER**

The undersigned is the owner of the Property and has leased the Property to Landlord. The undersigned hereby consents to this Agreement and agrees to honor this Agreement in the event that the lease between the undersigned and Landlord is terminated before the termination of this Agreement.

**OWNER:**

  
Ronald J. Dorler, Sr., individually