

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 01-0900	Issue Date: 7/26/01	CBL: 444 A003001
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Location of Construction: 40 Commercial St	Owner Name: City Of Portland	Owner Address: 389 Congress St	Phone: 207-874-3000
Business Name: SuperDuck Tours. LLC	Contractor Name: no contractor/self	Contractor Address: n/a n/a	Phone:
Lessee/Buyer's Name: SuperDuck Tours. LLC	Phone: 207-773-3825	Permit Type: Building Miscellaneous	Zone: WPDZ

Past Use: Vacant Land: City Owned	Proposed Use: Set-Up Traylor for Ticket Sales, and Customer Service. Call Jon at 773-3825 when ready. <i>Time? Temp for 1 year from date of issuance</i>	Permit Fee: \$30.00	Cost of Work: \$0.00	CEO District: 1
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Proposed Project Description:
 Set-Up Traylor for Ticket Sales, and Customer Service
temp only for 1 year from date of issuance
Must be removed by 10/31/01 per lease agreement

FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: U Type: 2C
Signature: <i>[Signature]</i>	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	
Signature: _____ Date: _____	

Permit Taken By: cih	Date Applied For: 07/20/2001	Zoning Approval <i>Lease Agreement</i>
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: <i>[Signature]</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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7/26/01 with conditions

CERTIFICATION

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

01-0900

All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 40 COMMERCIAL STREET

Total Square Footage of Proposed Structure	Square Footage of Lot
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Tax Assessor's Chart, Block & Lot Chart# Block# Lot#	Owner: <u>CITY OF PORTLAND</u>	Telephone:
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Lessee/Buyer's Name (If Applicable) <u>Super Duck Tours LLC</u> <u>100 TERMINAL ST,</u> <u>CHARLESTOWN MA 02129</u>	Applicant name, address & telephone:	Cost Of Work: \$ <u>30.00</u> Fee: \$ <u>30.00</u>
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Current use: VACANT

If the location is currently vacant, what was prior use: BIW

Approximately how long has it been vacant: _____

Proposed use: TICKETING TRAILER

Project description: SELL TICKETS, SNACKS AND ASSOCIATED MERCHANDISE,

Contractor's name, address & telephone:

Who should we contact when the permit is ready: JON RADTKE

Mailing address: Box 454
PORTLAND, ME 04112

Phone: 773-3825

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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: <u>[Signature]</u>	Date: <u>7/20/01</u>
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This is not a permit, you may not commence ANY work until the permit is issued

[Signature]
Gang

BUILDING PERMIT REPORT

DATE: 24 July 2001 ADDRESS: 40 Commercial ST. CBL: 444-A-003

REASON FOR PERMIT: Temporary set-up of trailer for Ticket Sales

BUILDING OWNER: City of PTLD.

PERMIT APPLICANT: CONTRACTOR Super Duck Tours LLC

USE GROUP: U CONSTRUCTION TYPE: 2C CONSTRUCTION COST: PERMIT FEES: \$30.00

The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: #1, #32

- 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.
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve.
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts.
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete and masonry.
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
8. 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.
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. 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.
12. Headroom in habitable space is a minimum of 7'6".
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise.
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
15. The Minimum required width of a corridor shall be determined by the most restrictive of the criteria under section 1011.3 but not less than 36".
16. 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.
17. Each apartment shall have access to two (2) separate, remote and approved means of egress.
18. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's.
19. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment.

- 20. 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 920.3.2 (BOCA National Building Code/1999), 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
- 21. 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. (Section 921.0)
- 22. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
- 23. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
- 24. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
- 25. 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".
- 26. 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 the Division of Inspection Services.
- 27. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
- 28. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- 29. All requirements must be met before a final Certificate of Occupancy is issued.
- 30. 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).
- 31. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
- 32. Please read and implement the attached Land Use Zoning report requirements. *This temporary permit is good only for 1 year from the date of issuance. Either renewal or new permit shall be required.*
- 33. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
- 34. Bridging shall comply with Section 2305.16.
- 35. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
- 36. All flashing shall comply with Section 1406.3.10.
- 37. All signage shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).

[Signature]
 P. Samuel Hoopes, Building Inspector
 Cc: Lt. McDougall, PFD
 Marge Schmuckal, Zoning Administrator
 Michael Nugent, Inspection Service Manager

PSH 10/1/00

****This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.**

*****THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD. (You Shall Call for Inspections)**

******ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.**

*******CERTIFICATE OF OCCUPANCY FEE \$50.00**

Alex Jaegerman

APPLICATION FOR EXEMPTION FROM SITE PLAN REVIEW

Super Duck Tours LLC
Applicant
PC Box 454, PORTLAND, ME 04112
Applicant's Mailing Address
JON RADTKE 773-3825
Consultant/Agent/Phone Number

7/13/01
Application Date

46 Commercial Map Attached
Project Name/Description
Address of Proposed Site

Description of Proposed Development:
8' X 20' TICKET BOOTH / TRAILER AT THE CORNER OF
FRANKLIN ARTERIAL AND COMMERCIAL STREET BETWEEN
4/15 AND 11/15 UPPD

Please Attach Sketch/Plan of Proposal/Development

Criteria for Exemptions:

See Section 14-523 (4)

a) Within Existing Structures; No New Buildings, Demolitions or Additions

Skid cutting
b) Footprint Increase Less Than 500 Sq. Ft.

picture of driveway at rear of property
c) No New Curb Cuts, Driveways, Parking Areas
to this temporary use of property

d) Curbs and Sidewalks in Sound Condition/ Comply with ADA
lighting

e) No Additional Parking / No Traffic Increase

f) No Stormwater Problems

g) Sufficient Property Screening

h) Adequate Utilities

	Applicant's Assessment (Yes, No, N/A)	Planning Office Use Only
	N/A	OK
	N/A	OK
	NO	OK
	YES	OK
	NO	OK
	NO	OK
	YES	OK

Planning Office Use Only:

**LICENSE AGREEMENT BETWEEN
CITY OF PORTLAND
AND
SUPER DUCK TOURS**

AGREEMENT made this _____ day of _____, 2001, by and between the City of Portland, a municipal corporation located in the County of Cumberland, State of Maine (hereinafter the "City") and Super Duck Tours, a Maine Limited Liability Company, with a mailing address of P.O. Box 454, Portland, Maine 04112 (hereinafter the "Licensee").

WHEREAS, Licensee wishes to provide harbor tours from the City between May and October; and

WHEREAS, Licensee needs a location to launch its boats and to sell tickets for such tours;

NOW THEREFORE, the parties do hereby agree as follows:

1. Permit uses. The City hereby agrees to permit the following uses of City property:
 - a. Licensee may locate a ticket booth on City property at the end of the Maine Narrow Gauge Railroad track on Commercial Street, between the Bath Iron Works fence and the sidewalk. The precise location and the booth's appearance shall be subject to the approval of the City's Director of Waterfront & Transportation Facilities or his designee (hereinafter the "Director"). Said booth shall only be used for the sale of tickets for its tours, for the Narrow Gauge Railroad and for the sale of snack foods such as chips and soda, with hours of operation from 8 a.m. to 7 p.m. daily. This License is subject to Licensee obtaining any other required City licenses. Any change in use shall require the prior approval of the Director.
 - b. In conjunction with the ticket booth, Licensee may locate bench seating for its customers, with the number, location and appearance of said seating to be subject to the approval of the Director.
 - c. Licensee shall have the right to use the East End Beach boat launch on a daily basis for up to Eleven (11) launches per day on the one-half hour beginning at 9:30 a.m. and ending at 7:30 p.m. Notwithstanding the foregoing, Licensee may request additional launches for special circumstances such as a charter. Licensee

shall give the City no less than 24 hours' prior notice of any additional launches or any other proposed change in schedule. All such changes shall be subject to the prior approval of the Director of Parks & Recreation, or her designee, which approval shall not be unreasonably withheld or delayed.

2. Term: The term of this License is from _____ through November 15, 2001, with use of the East End boat launch from May ____, 2001 through October 31, 2001.

3. Fees. The fees for the above uses are as follows:

a. For the use of City property for the ticket booth: Twenty-Five Hundred Dollars (\$2,500.00) lump sum. Said fee is payable in two equal installments, with the first payment (\$1,250.00) due upon execution of this Agreement, and the second payment (\$1,250.00) due on August 15, 2001. Payments shall be made by check payable to the City of Portland and delivered to the Director of Waterfront & Transportation Facilities at 2 Portland Fish Pier, Portland, Maine 04101, Attn: Ben Snow.

b. For the use of the East End Beach boat launch: Five Thousand Dollars (\$5,000.00) lump sum. Said fees are payable in two equal installments, with the first payment (\$2,500.00) due upon execution of this Agreement, and the second payment (\$2,500.00) due on August 15, 2001. Payment shall be made by check payable to the City of Portland and delivered to the Director of Parks & Recreation, 17 Arbor Street, Portland, ME 04101, Attn: Carol McClure. Said fees are based upon a maximum allowable number of 11 launches per day; however, no credit shall be granted by City to Licensee should Licensee not be able to make the maximum allowable launches for any reason, except as provided in Section 8 below for termination of this Agreement.

4. Utilites; maintenance.

a. It shall be Licensee's responsibility to install all temporary utilities needed for their operations. Licensee shall pay all installation and periodic charges for such utilities and shall at its own cost and expense, properly de-activate and/or de-install all such utilities upon termination or expiration of this License.

b. Licensee shall keep the area around the ticket booth and the boat launch in a neat and clean manner, and shall be responsible for cleanup of all trash and litter within a reasonable perimeter of the booth and the boat launch. The Director and the Director of Parks and Recreation, or their designees, shall more precisely define said area of responsibility with Licensee.

5. Compliance with laws: Licensee agrees to comply with all applicable laws and

regulations in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations, including without limitation all laws and regulations governing hazardous substances and all requirements related to storm water discharges and permits. Licensee further understands and agrees that it must obtain at its own cost any other City permits and licenses required for its operations.

Licensee further agrees to provide to City, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of Licensee under environmental laws, or which seek civil, criminal or punitive penalties from Licensee for an alleged violation of environmental laws.

6. **Indemnification**: To the fullest extent permitted by law, Licensee shall defend, indemnify and hold the City, its officers, agents and employees, harmless at all times from any claims, liability, losses, costs, expenses (including without limitation attorney's fees), fines, damages or judgments, just or unjust, that arise out of or in connection with the activities of Licensee under this License Agreement, said claims to include, without being limited to, claims for personal injury or property damage or for violation of any federal, state or local law or regulation, including, without limitation, all environmental and hazardous substance laws. This indemnification shall extend to third parties as well as to employees and property of the City.

Without limiting the foregoing, any Mechanic's Lien or any other lien filed against the Property by reason of Licensee's activities under this License Agreement shall be defended (by counsel reasonably acceptable to City) or promptly discharged by Licensee at its own expense. If Licensee should fail either to defend City against the lien or to discharge it, then City may do so at Licensee's expense. In the event of such an undertaking by City, Licensee will promptly reimburse City for all of its reasonable costs and expenses in so doing, including, but not limited to, reimbursement of City's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.

"Licensee" includes its officers, agents, employees, contractors, consultants, subcontractors, invitees and anyone for whose act Licensee may be legally liable.

7. **Insurance**. Licensee shall procure and maintain, or provide through self-insurance, throughout this Agreement general comprehensive liability insurance and vehicle liability insurance covering claims on an occurrence basis in the minimum amount of Four Hundred Thousand Dollars (\$400,000) combined single limit for bodily injury and for property damage, and naming the City, its officers, agents and employees, as additional insured thereon. All liability policies of

contractors, if any, working under this License Agreement, if any, shall also name City, its officers, agents and employees, as Additional Insured.

Licensee shall provide evidence of workers compensation insurance as required by Maine law and shall require its contractors or subcontractors, if any, to provide such evidence of insurance. Licensee's workers' compensation insurance shall include a rider waiving all rights of subrogation against City.

Licensee shall further provide evidence of land to sea pollution liability coverage in a minimum amount of \$1,000,000.

All insurance policies hereunder shall be primary to any insurance, or self-insurance, maintained by City. Policies and certificates evidencing such policies shall be delivered to City and shall provide City with no less than thirty (30) days prior notice of cancellation or non-renewal. The terms and obligations of paragraphs 6 and 7 shall survive termination or expiration of this Agreement.

8. Termination:

a. This permit is revocable at will by either party for its convenience upon no less than Thirty (30) days' prior written notice from the revoking party to the other party. In the event of such termination for convenience by either party no later than July 15, Licensee shall not be required to make the second installment payments due on August 15 but there shall be no refund of the first installment. In the event of termination for convenience after July 15 by Licensee, Licensee shall be liable for the second installment without refund. In the event of termination for convenience by the City after July 15, Licensee shall be entitled to a refund of all fees due and payable for any full month remaining in the term after the effective date of the termination. By way of example, if City terminates the Agreement on July 20, to be effective August 31, Licensee shall be entitled to 2 months refund of fees (September and October).

b. Notwithstanding the foregoing, either party reserves the right to terminate this Agreement upon Seven (7) days prior written notice upon breach of this Agreement by the other party. The breaching party shall have the opportunity to cure the breach within the notice period. In the event of termination for breach by the City, Licensee shall be entitled to a refund of all fees pro-rated for the remaining term of the Agreement. In the event of termination for breach by Licensee, there shall be no refund and Licensee shall remain fully liable to City for all fees due and payable hereunder.

In no case shall either party be liable for consequential damages, including lost profits, as a result of termination of this Agreement for cause or for convenience.

9. License: This instrument is a License Agreement and no provision hereof shall be construed as conveying an easement or other estate in land.

10. No Assignment: This License Agreement is non-transferable and shall not be assigned, pledged, sublet or otherwise transferred to another party except upon the prior written approval of the Director.
11. Integration: This Agreement contains the complete and entire Agreement between the parties and may not be altered nor amended, except in a writing which makes specific references to this Agreement, and which has been executed by a duly authorized officer of the Licensee and by a duly authorized official of the City.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement through their duly authorized representatives as of the day and date first above written.

CITY OF PORTLAND

SUPER DUCK TOURS

Joseph E. Gray, Jr.
Acting City Manager

By: John Radke
Title: Operations Manager