



BP 637-641 Congress St.

WHD 9/2/53

August 27, 1953

Mr. Dana F. Bowker, President  
Columbia Hotel Co.  
645 Congress St.  
Mr. Frank S. Hoy, President  
Portland Telecasting Corporation  
645 Congress St.

Copy to: Corporation Counsel

Gentlemen:-

Some features of the conditions attached by the Zoning Board of Appeals to approval of the TV tower at the rear of 635-641 Congress St. have evidently been overlooked. Thus far the only condition which has been complied with is that of covering the tower and antenna with public liability insurance during the term of its erection.

While we have no intention of trying to add to the worries of getting the new station on the air in the next few days, it must be borne in mind that the station may not be operated lawfully under the Zoning Ordinance and under the grant by the Zoning Board, as far as the tower and antenna are concerned, until the certificate of occupancy for the use of the land has been issued from this department. We of course cannot issue that certificate until the terms of the conditions set by the Board have been complied with as far as may be done now. To help clear up the matter, there is enclosed the statement of the conditions set up by the Board of Appeals in granting the appeal conditionally on March 13th.

No. 1 has been partially satisfied by the certificate of public liability insurance filed in this office on August 18th - this covering the tower and antenna during the period of erection only, and is to be superseded by the permanent liability insurance also indicated in No. 1 - this having been outlined to you in my letter of June 1st.

It is my impression that Messrs. Bowker and Shur have talked over the amount of this permanent policy and that some figure for the amount of the permanent policy may have been agreed upon. Will you be good enough, quickly, to get the amount settled to the satisfaction of the Corporation Counsel and then take out the permanent policy to be kept "in effect" during the entire time said tower and antenna are . . . located on these premises", and file at this office the certificate of that permanent policy that we may secure the formal approval of the Corporation Counsel?

No. 2 has presumably been complied with by Truscen as designer and seller of the materials and by Zane as erector.

Referring to No. 3, before we issue the certificate to authorize the actual use of tower and antenna, we shall need a statement of agreement, in writing, signed by both owners and operators, certifying that not less than once each year and oftener, as deemed necessary by the Building Inspector of Portland, the tower and antenna will be inspected by a duly qualified person who shall advise the Building Inspector of the results of his examination and of any repairs made or corrected measures taken; and certifying that the tower and antenna will be promptly made to comply with the suggestions and recommendations of that qualified person.

If there is any doubt as to the form such a statement should take, please consult the Corporation Counsel in advance of drawing it.

While I know that you are anxious that everything about the station shall be in accordance with all of the regulations, and while we, too, are concerned that the operation

August 27, 1953

Mr. Dana R. Boskor, President - - - - -#2

Mr. Frank S. Hoy, President

of the tower and antenna have a clean bill of health under the Zoning Law as soon as possible, it seems reasonable to think that the Corporation Counsel will be satisfied to let the present temporary policy carry the matter for a few days until the permanent policy may be agreed upon and written and the above agreement entered into.

Will you be good enough to see to these matters, so that we may be able to issue the required certificate of occupancy before September 3rd?

Very truly yours,

Warren McDonald  
Inspector of Buildings

WMC/D/G

Attachment: Statement of Conditions set up by  
the Board of Appeals

CONDITIONS SET UP BY BOARD OF ZONING APPEALS IN CONNECTION WITH GRANTING CONDITIONAL USE PERMIT ON MARCH 19TH, 1953 THE APPEAL OF COLUMBIA HOTEL CO. AND R. H. KIRK CO. FOR ERECTION AND OPERATION OF TELEVISION TOWER AND ANTENNA AT THE REAR OF 637-641 CONGRESS ST.

Provided that, unless the following conditions are fully met, this exception shall be void:

1. That the applicant or the operating company having control of said tower and antenna take out and keep in effect during the entire time said tower and antenna are under construction and located on these premises, public liability insurance in an amount satisfactory to the Corporation Council; and that the applicant or said operating company shall file in the Office of the Building Inspector certificate that said insurance is at all times in effect.
2. That all details of the construction of said tower and antenna shall conform to the requirements of the Building Code of the City of Portland.
3. That not less than once a year, and oftener if deemed necessary by the Building Inspector of the City of Portland, said tower and antenna shall be inspected by a duly qualified person, who shall advise said Building Inspector of the results of his examination and of any repairs made or corrective measures taken; and said tower and antenna shall be promptly made to comply with the suggestions and recommendations of said qualified person.

AP 635-641 Congress St. (rear)  
TV tower

May 26, 1953

Mr. Frank S. Hoy, Pres.  
Portland Telecasting Corp.  
645 Congress St.,  
Mr. Jana R. Bowker, Pres.  
Columbia Hotel Co.,  
645 Congress St.,

Copies to: Mr. Hoy for Mr. Cross, Engineer  
Truscon Steel Co.,  
Zane Construction Co., Inc.,  
18 Northfield Ave.,  
West Orange, New Jersey

Gentlemen:

Building permit for excavation and construction of the foundations for the TV antenna tower proposed at the rear of 635-641 Congress St. has been issued to the foundation contractor, and we are prepared to issue the permit for the superstructure as soon as you have satisfied our Corporation Counsel as to the terms of and filing certificates for the public liability insurance to be carried on tower and antenna while under construction and as long as located on the premises--as we talked over at our conference on May 18, it being my understanding that one or both of you were to take the matter up direct with Corporation Counsel Ohur in writing.

This letter is written particularly to give you the assurances as to approval of the Truscon plans under the Building Code, so that Truscon may be given the "go-ahead" on the fabrication of the tower.

Through contacts with American Institute of Steel Construction, we are satisfied with the proposal about live and wind loads, and we are accepting the Truscon special statement of design, rather than stand on the ussery of requiring our own, because their specifications seem to comply with our Code and the American Institute.

There are a few details which we would like you to get from Mr. Cross in writing to clear up some of our understandings, and also to advise Zane about. For that purpose we are enclosing a copy of this letter to Mr. Hoy for each of these companies.

1. The details of connecting the gusset plates to inclined pipe columns have not been found. It is assumed that this is to be done by welding in the shop and the sections will come to the job all fabricated to this extent. Is that true?
2. May we have assurances from Truscon that all of the welding operators, engaged in this job in their shop, have been qualified and certified under the test procedure of the American Welding Society--this is a requirement of our Code, and we would like that certification in writing from Truscon.
3. Is there to be any welding at the site? If there is, Zane should be advised that welding operators employed in the erection will have to be certified and bear effective certificates from this department identifying them as having been qualified under the test procedure of the American Welding Society within one year to the date of the work in Portland. If Zane will bring their own welders with them and will request us, as soon as possible, we will send the suitable application blanks for certification. Thus, the matter of certificates may be cared for before the erectors arrive in this City. If Zane should attempt to employ local welding operators, only those bearing effective certificates should be employed.

Very truly yours,

Warren McDonald, Inspector of Buildings

WMCB/B

INTER-OFFICE CORRESPONDENCE

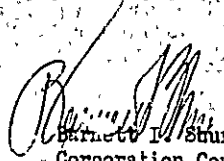
*Building Inspector*

CITY OF PORTLAND, MAINE  
CORPORATION COUNSEL

To: Warren McDonald, Inspector of Buildings  
From: Barnett I. Shur, Corporation Counsel  
Subject: Portland Telecasting Corporation

DATE: May 25, 1953

I believe the insurance certificates should be on file  
in your office prior to issuance of any permit and that  
we should presently require coverage in the amount of  
\$100,000 subject to upward revision after consultation  
with the appeal board.

  
Barnett I. Shur  
Corporation Counsel

BIS:M

RECEIVED

MAY 26 1953

DEPT. OF BLD'G. INSP.  
CITY OF PORTLAND

Jack Singleton  
Chief Engineer,  
AISC Institute of Steel Construction  
101 Park Ave.  
New York, N. Y.

Where severe ice storms are likely, is it safe to ignore ~~the~~ weight of ice and added area ~~for~~ bearing <sup>bearing</sup> ~~for~~ winds/in design of ~~the~~ <sup>unguyed</sup> TV tower 300 feet high? Truscon ignores both weight and bearing area of ice, relying on weather records that ice coating seldom occurs when wind velocity is high. If ice should not be ignored, ~~XXXXXXXXXXXXXXXXXXXX~~ what allowance for thickness, ~~weight~~ added dead load and what wind load do you recommend. Answer collect.

Warren McDonald,

Inspr. of Bldgs.

P.S.

Please note this night letter sent today and he is requested to answer collect for his to pay by night or day letter. I have told our operator, please file with A.P. 635-641 Compu (rear). W.V. gave me following rates:  
Night letter - 1st 50 words 70¢ + 11¢ tax plus 4¢ for each extra group of 5 words.  
Day letter - 1st 50 words 1.57 + 19¢ tax plus 8¢ for each extra group of 5 words.  
- WMS 7/20/57

COPY

TRUSCON STEEL DIVISION

Youngstown 1, Ohio

W. D. Moorhead  
Chief Sales Engineer

March 23, 1953

Mr. Frank S. Hoy, President  
Portland Telecasting Corporation  
625 Congress Street  
Portland, Maine

Re: Truscon Contract BO-57

Dear Sir:

We have received a letter dated March 12, 1953 from Mr. Warren McDonald, Inspector of Buildings, City of Portland, Maine regarding the issuance of a building permit for your proposed 200-foot TV antenna tower. We note that you have a copy of this letter.

You will find attached hereto, two (2) copies of our Standard Specification for steel radio tower design and standard form of quotation. The tower that was quoted to you under quotation BO-57 will be designed in accordance with our Standard Specification. This Standard Specification is either the equivalent of or in some instances more restrictive than the AISC Specification for the design of Steel Structures. Design calculation for the tower will be furnished to you for obtaining a building permit.

Insofar as foundations are concerned we refer you to paragraphs H-1, H-2 and H-3 of the Specification, also to paragraphs 9, 10 and 11 of the quotation. We, as a company, are not acquainted with your local soil conditions and we do not take responsibility for a foundation design other than our standard design and when used under proper conditions as designated. We do not have the facilities and personnel to investigate building sites and supervise foundation installations.

You will also find attached, two copies of a representative list of Truscon radio towers. These towers were all designed and fabricated by Truscon in accordance with our Standard Specification. Please note in particular the various locations. With the exception of the 1200 foot guyed masts, all the towers on the list were designed without consideration of the possibility of added load by ice.

We trust that the foregoing information will be sufficient for Mr. McDonald to give earnest consideration to our method of procedure.

Yours very truly,  
TRUSCON STEEL DIVISION  
REPUBLIC STEEL CORPORATION

WDMoorhead:tep  
cc: Mr. Wallen, Steel Joist & Tower Prod. Chief Engineer  
cc: Boston Office

W. D. Moorhead



CLASS OF SERVICE  
This is a full-rate Telegram or Cablegram, unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION  
Tomorrow is end of week for many businesses...  
FOR ACTION THIS WEEK  
TELEGRAPH TODAY

INTERNATIONAL (24)

SYMBOLS  
DL = Day Letter  
NL = Night Letter  
LT = Int'l Letter Telegram  
VLT = Int'l Victory Lit.

The filing time shown in TELEGRAPH TODAY is at point of origin. Time of receipt is STANDARD TIME at point of destination.

RA111 SYA164

SY: NDAO33 DL PD=ND NEW YORK NY 21 915A=  
WARREN MCDONALD, INSPECTOR OF BLDGS=  
CITY OF PORTLAND ME=

1953 MAY 21 AM 9 35

RECEIVED  
MAY 21 1953  
CITY OF PORTLAND

BECAUSE OF ESTABLISHED POLICY AISC HAS RECOMMENDATIONS RESPECT DESIGN OF TRANSMISSION AND RADIO TOWERS, MY PERSONAL OPINION THESE TOWERS SHOULD BE INVESTIGATED SEPARATELY FOR ICE AND WIND BUT NOT FOR COMBINED EFFECT OF ICE AND WIND, UNLESS TOWER LOCATED AT UNUSUALLY HIGH ALTITUDE ONEHALF INCH THICKNESS ICE SHOULD BE ADEQUATE=

JOHN G HOTCHKISS DISTRICT ENGINEER AMERICAN  
AISC= INSTITUTE OF STEEL CONSTRUCTION= CONCERNING ITS SERVICE

AGREEMENT FOR INSPECTION AND MAINTENANCE OF TELEVISION

TOWER AND ANTENNA LOCATED AT THE REAR OF  
637-641 CONGRESS STREET, PORTLAND, MAINE

RECEIVED  
OCT 22 1953

WHEREAS, on the 13th day of March, 1953 the Board of Zoning Appeals of the City of Portland granted a variance from the terms of the City of Portland Zoning Ordinance to the Columbia Hotel Company and the R. H. Rines Company, owners of the lots at the rear of 637-641 Congress Street, to allow Portland Telecasting Corporation to construct and operate a television tower and antenna in an Apartment House Zone; and

WHEREAS, the grant of said variance was made on the following condition:

That not less than once a year, and oftener if deemed necessary by the Building Inspector of the City of Portland, said tower and antenna shall be inspected by a duly qualified person, who shall advise said Building Inspector of the results of his examination and of any repairs made or corrective measures taken; and said tower and antenna shall be promptly made to comply with the suggestions and recommendations of said qualified person.

NOW, THEREFORE, in consideration of the issuance of a Certificate of Occupancy for said use of the premises by the Building Inspector of the City of Portland, Portland Telecasting Corporation by Frank S. Hoy, its President thereunto duly authorized, hereby agrees for itself, its successors and assigns, that not less than once a year, and oftener if deemed necessary by the Building Inspector of the City of Portland, to cause said tower and antenna to be inspected by a duly qualified person, who shall advise said Inspector of Buildings in writing of the result of his examination, and of any repairs made or corrective measures taken; and further, to follow and comply with the suggestions and recommendations of said qualified person insofar as they relate to the safety and maintenance of said tower and antenna.

Signed, Sealed and Delivered  
in presence of

Harold W. Smith

PORTLAND TELECASTING CORPORATION

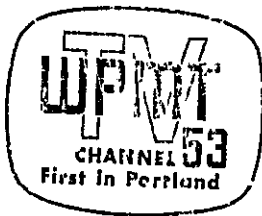
BY Frank S. Hoy (SEAL)  
Frank S. Hoy, President

State of Maine  
Cumberland ss.

Oct. 21 1953  
Personally appeared the above-named Frank S. Hoy and acknowledged the above instrument to be his free act and deed in his said capacity.

Before me,

L. A. Stetson  
Justice of Peace - Notary Public



• • • PORTLAND TELECASTING CORPORATION • • •

COLUMBIA HOTEL • 645A CONGRESS STREET • PORTLAND, MAINE

October 21, 1953

Mr. Warren McDonald,  
Inspector of Buildings,  
City of Portland,  
Portland, Maine.

Dear Mr. McDonald:

Enclosed please find copy of agreement properly  
signed and notarized in accordance with your  
instructions.

I'm sure Mr. Bowker's Insurance Agency will fur-  
nish you with whatever papers you need regarding  
insurance liability.

I appreciate your cooperation and patience.

Very truly yours.

PORTLAND TELECASTING CORP.

*Frank S. Hoy*  
Frank S. Hoy  
President.

FSH/SS

RECEIVED  
OCT 22 1953  
DEPT. OF BLD'G. INSP.  
CITY OF PORTLAND

City of Portland, Maine  
Board of Appeals  
—ZONING—

*Sustained  
Conditionally  
3/13/53*

*58/23*

February 27, 1953, 19

To the Board of Appeals.

Your appellant, Columbia Hotel Co., who is the owners of property at R. H. Rines Co. 635-641 Congress Street (rear), respectfully petitions the Board of Appeals of the City of Portland to permit an exception to the regulations of the Zoning Ordinance relating to this property, as provided by Section 18, Paragraph E of said Zoning Ordinance.

Building permit to authorize construction of a structural steel television antenna, about 250 feet high above the ground, on the property at approximately 635-641 Congress Street (rear), is not issuable under the Zoning Ordinance because the lots where the tower would be located are in an Apartment House Zone, where, according to Section 8A of the Ordinance applying to such zones, such a use of premises is not allowable.



The facts and conditions which make this exception legally permissible are as follows:

An exception is necessary in this case to grant reasonable use of property where necessary to avoid confiscation and can be granted without substantially departing from the intent and purpose of the Zoning Ordinance.

Columbia Hotel Co.  
R. H. Rines Co.

*Dana R. B. [Signature]*  
President Appellant

After public hearing held on the 13th day of March, 1953, the Board of Appeals finds that an exception is necessary in this case to grant reasonable use of property where necessary to avoid confiscation and can be granted without substantially departing from the intent and purpose of the Zoning Ordinance, subject to the provisions on the attached sheet.

It is, therefore, determined that exception to the Zoning Ordinance may be permitted in this specific case, subject to the provisions on the attached sheet.

*Edward J. Colby*  
*[Signature]*  
*John C. [Signature]*  
*[Signature]*  
*William H. [Signature]*  
BOARD OF APPEALS

Provided that, unless the following conditions are fully met, this exception shall be void:

1. That the appellant or the operating company having control of said tower and antenna take out and keep in effect during the entire time said tower and antenna are under construction and located on these premises public liability insurance in an amount satisfactory to the Corporation Counsel; and that the appellant or said operating company shall file in the Office of the Building Inspector certificates that said insurance is at all times in effect.
2. That all details of the construction of said tower and antenna shall conform to the requirements of the Building Code of the City of Portland.
3. That not less than once a year, and oftener if deemed necessary by the Building Inspector of the City of Portland, said tower and antenna shall be inspected by a duly qualified person, who shall advise said Building Inspector of the results of his examination and of any repairs made or corrective measures taken; and said tower and antenna shall be promptly made to comply with the suggestions and recommendations of said qualified person.

LETTERS IN FILE - one in favor - ~~one in favor~~ of the City of Portland.  
one opposed

3. That not less than once a year, and oftener if deemed necessary by the Building Inspector of the City of Portland, said tower and antenna shall be inspected by a duly qualified person, who shall advise said Building Inspector of the results of his examination and of any repairs made or corrective measures taken; and said tower and antenna shall be promptly made to comply with the suggestions and recommendations of said qualified person.

DATE: March 13, 1953

HEARING ON APPEAL UNDER THE Zoning Ordinance OF Columbia Hotel Co & R. H. Rines Co.  
AT 635-641 Congress Street (rear)

Public hearing on above appeal was held before the Board of Appeals.

Board of Appeals

VOTE

Municipal Officers

Edward T. Colley  
Helen C. Frost  
Robert L. Getchell  
William H. O'Brien  
Ben B. Wilson

Yes No  
(X) ( )  
(X) ( )  
(X) ( )  
(X) ( )  
( ) ( )  
( ) ( )  
( ) ( )  
( ) ( )

Provided that, unless the following conditions are fully met, this exception shall be void:  
1. That the appellant or the operating company having control of said tower and antenna take over and keep in effect during the entire time said tower and antenna are under construction and located on these premises, public liability insurance in an amount satisfactory to the Corporation Counsel; and that the appellant or said operating company shall file in the Office of the Building Inspector certificates that said insurance is at all times in effect.

Record of Hearing:

2. That all details of the construction of said tower and antenna shall conform to the requirements of the Building Code of the City of Portland.

LETTERS IN FILE - one in favor -  
one opposed

3. That not less than once a year, and oftener if deemed necessary by the Building Inspector of the City of Portland, said tower and antenna shall be inspected by a duly qualified person, who shall advise said Building Inspector of the results of his examination and of any repairs made or corrective measures taken; and said tower and antenna shall be promptly made to comply with the suggestions and recommendations of said qualified person.

CITY OF PORTLAND, MAINE  
BOARD OF APPEALS

March 3, 1953

TO WHOM IT MAY CONCERN:

The Board of Appeals will hold a public hearing in the Council Chamber at City Hall, Portland, Maine on Friday, March 13, 1953 at 10:30 a. m. Eastern Standard Time to hear the appeal of the Columbia Hotel Co. and E. J. Pineo Co. requesting exception to the Zoning Ordinance to authorize construction of a structural steel television antenna, about 250 feet high above the ground, on the property at approximately 635-641 Congress Street (rear).

This permit is presently not issuable under the Zoning Ordinance because the lots where the tower would be located are in an Apartment House Zone, where, according to Section 3 of the Ordinance applying to such zones, such a use of premises is not allowable.

This appeal is taken under Section 18A of the Zoning Ordinance which provides that the Board of Appeals, by unanimous vote of its members, may permit exceptions in specific cases so as to grant reasonable use of property where necessary to avoid confiscation and without substantially departing from the intent and purpose of the Zoning Ordinance, subject always to the rule that said Board shall give due consideration to promoting public health, safety, convenience, and welfare, encouraging the most appropriate use of land and conserving property values, that it shall permit no building or use injurious, noxious, offensive or detrimental to a neighborhood, and that it shall prescribe appropriate conditions and safeguards in each case.

All persons interested either for or against this appeal will be heard at the above time and place, this notice of required public hearing having been sent to the owners of property within 500 feet of the premises in question as required by law.

BOARD OF APPEALS

Edward T. Colley

Chairman

*I certainly do not approve of this project; it will be very annoying and make the guests in this apartment house very uncomfortable. They like it quiet and no one can blame them.*  
Ann R. Shalit - 4720 High St.

CITY OF PORTLAND, OREGON  
BOARD OF APPEALS

March 3, 1953

TO WHOM IT MAY CONCERN:

The Board of Appeals will hold a public hearing in the Council Chamber at City Hall, Portland, Oregon on Friday, March 13, 1953 at 10:30 P. M. Eastern Standard Time to hear the appeal of the Columbia Hotel Co. and R. J. Bines Co. requesting exception to the Zoning Ordinance to authorize construction of a structural steel television antenna, about 150 feet high above the ground, on the property at approximately 635-641 Congress Street (rear).

This permit is presently not allowable under the Zoning Ordinance because the lots where the tower would be located are in an Apartment House Zone, where, according to Section 3 of the Ordinance applying to such zones, such a use of premises is not allowable.

This appeal is taken under Section 13B of the Zoning Ordinance which provides that the Board of Appeals, by unanimous vote of its members, may permit exceptions in specific cases so as to grant reasonable use of property where necessary to avoid confiscation and without substantially departing from the intent and purpose of the Zoning Ordinance, subject always to the rule that said Board shall give due consideration to promoting public health, safety, convenience, and welfare, encouraging the most appropriate use of land and conserving property values, that it shall permit no building or use injurious, noxious, offensive or detrimental to a neighborhood, and that it shall prescribe appropriate conditions and safeguards in each case.

All persons interested either for or against this appeal will be heard at the above time and place, this notice of required public hearing having been sent to the owners of property within 500 feet of the premises in question as required by law.

BOARD OF APPEALS

Edward T. Colley

Chairman

*I have no objection to this request as  
I feel there will be many created near.*  
Florence Brook Gilbert



CITY OF PORTLAND, MAINE  
BOARD OF APPEALS

March 10, 1953

Mr. Dana R. Bowker  
President  
Columbia Hotel Co.  
R. H. Rines Co.  
645 Congress Street  
Portland, Maine

Dear Mr. Bowker:

The Board of Appeals will hold a public hearing in the Council Chamber at City Hall, Portland, Maine on Friday, March 13, 1953 at 10:30 a. m. to hear your appeal under the Zoning Ordinance.

Please be present or be represented at this hearing in support of your appeal.

Board of Appeals

Edward T. Colley

Chairman

On reply refer  
to file AP 635-641 Congress St. (retr)

McDONALD  
INSPECTOR OF BUILDINGS

CITY OF PORTLAND, MAINE

Department of Building Inspection

FU

February 26, 1953

Copy to: Corporation Counsel

Mr. Dana R. Bowker  
Pres. Columbia Hotel Co.,  
R. H. Rines Co.,  
645 Congress St.,  
Portland, Maine

*on the property at appeal.*

Dear Mr. Bowker:

Building permit to authorize construction of a structural steel television antenna, about 250 feet high above the ground, is not issuable under the Zoning Ordinance because the lots where the tower would be located are in an Apartment House Zone, where, according to Section 3A of the Ordinance applying to such zones, such a use of premises is not allowable.

You have indicated your desire to seek an exception from the Board of Appeals; so, there is enclosed an outline of the appeal procedure.

In making out the appeal, I suggest that you use the word "approximate" as regards the actual location of the tower to give some leeway in case a slightly different location than you have shown on your plan would be more favorable as regards foundation conditions.

With reference to your thought that possibly the tower would only extend a few feet beyond the 30 foot overage allowance into the Apartment House Zone, it appears from examination of Section 17B of the Ordinance that you would not be entitled even to the 30 foot overage because the two particular lots, on which the tower foundations would be located, have no street frontage in the general business zone along Congress Street.

Very truly yours,

Warren McDonald  
Inspector of Buildings

WMcD/B

Enc: Outline of appeal procedure

COPY

CITY OF PORTLAND, MAINE  
BOARD OF APPEALS

March 3, 1953

TO WHOM IT MAY CONCERN:

The Board of Appeals will hold a public hearing in the Council Chamber at City Hall, Portland, Maine on Friday, March 13, 1953 at 10:30 P. M. Eastern Standard Time to hear the appeal of the Columbia Hotel Co. and F. L. Pines Co. requesting exception to the Zoning Ordinance to authorize construction of a structural steel television antenna, about 250 feet high above the ground, on the property at approximately 635-641 Congress Street (rear).

This permit is presently not issuable under the Zoning Ordinance because the lots where the tower would be located are in an Apartment House Zone, where, according to Section 2, of the Ordinance applying to such zones, such a use of premises is not allowable.

This appeal is taken under Section 18B of the Zoning Ordinance which provides that the Board of Appeals, by unanimous vote of its members, may permit exceptions in specific cases so as to grant reasonable use of property where necessary to avoid confiscation and without substantially departing from the intent and purpose of the Zoning Ordinance, subject always to the rule that said Board shall give due consideration to promoting public health, safety, convenience, and welfare, encouraging the most appropriate use of land and conserving property values, that it shall permit no building or use injurious, noxious, offensive or detrimental to a neighborhood, and that it shall prescribe appropriate conditions and safeguards in each case.

All persons interested either for or against this appeal will be heard at the above time and place, this notice of required public hearing having been sent to the owners of property within 500 feet of the premises in question as required by law.

BOARD OF APPEALS

Edward T. Colley

Chairman

INTER-OFFICE CORRESPONDENCE

*Will make note of this with Mr. Shur copy to Mr. Shur of Building Inspector*  
CITY OF PORTLAND, MAINE  
CORPORATION COUNSEL  
10/22/53

To: Warren McDonald, Inspector of Buildings

DATE: October 20, 1953

FROM: Robert W. Donovan, Assistant Corporation Counsel

SUBJECT: Public Liability Policy required by Zoning Board of Appeals and applying to Television Tower and Antenna at the rear of 637-641 Congress Street.

Mr. Shur has turned over to me for my attention your memorandum of October 15th, 1953 on the above subject.

We agree with you that it would be preferable to have the blank heading Location of Premises in Item one read "same and rear of 637-641 Congress Street".

On the other hand, it seems to us that the specific description of the premises insured in Item four, to wit, "Television Broadcasting Tower and Antenna" would control the general description of the premises in Item one.

We doubt that the insurance company could successfully resist paying on the grounds that the only premises insured were those at 645A Congress Street, which I take to be the business office of the Telecasting Company. Therefore, the policy, as it now stands, gives injured parties the necessary protection, and you may at your leisure, if you wish, try to have the above-mentioned change in the policy effected.

The copy of the policy is herewith returned to you.

*Robert W. Donovan*  
Robert W. Donovan  
Assistant Corporation Counsel

K  
Attachment.

RECEIVED  
OCT 21 1953  
DEPT. OF BLD'G. INSP.  
CITY OF PORTLAND

COPY

In accordance with the terms of the policy effective August 25, 1953, ten(10) days notice of change or cancellation shall be given to Building Inspectors of Portland, Maine

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the undermentioned Policy other than as above stated.

This endorsement is to take effect as of the 25th day of August 1953 at 12:01 A.M. standard time, at the place where this endorsement has been countersigned.

Attached to and forming part of Policy No. SM 62424 issued by the Phoenix Indemnity Company, New York, N. Y., to

Portland Telecasting Corporation but the same shall not be binding unless countersigned by a duly authorized agent of the Company.

Countersigned at Portland Me this 11 day of Oct 1953  
W. B. Boyke  
Authorized Representative

N. Lloyd Jones  
President

FORM 2196 50M \*

# Phoenix Indemnity Company

**DECLARATIONS**

Item 1. Name of Insured Portland Telecasting Corporation  
 Address 645A Congress Street, Portland, Cumberland, Maine  
(No. Street Town County State)  
 Location of Premises Same  
(Enter "same" if same location as above address)  
 Interest of named Insured in Premises Tenant  
(Enter "Owner", "General Lessee" or "Tenant")  
 Part occupied by named Insured Portion  
 The business of the named Insured is Telecasting  
 Item 2. Policy Period: From August 25, 1953 to August 25, 1954 12:01 A. M., standard time at the address of the named Insured as stated herein.  
 Item 3. The insurance afforded is only with respect to such and so many of the following coverages and divisions thereunder as are indicated by specific premium charge or charges in Item 4. The limit of the Company's liability against each such coverage and division thereunder shall be as stated herein, subject to all of the terms of this policy having reference thereto.

HAZARDS	LIMITS OF LIABILITY			
	Coverage A Bodily Injury Liability		Coverage B Property Damage Liability	
DIVISION 1—PREMISES — OPERATIONS	\$ 50,000 each person	\$500,000 each accident	\$100,000 each accident	\$500,000 aggregate
DIVISION 2—ELEVATORS	\$ each person	\$ each accident	\$ each accident	
DIVISION 3—PRODUCTS	\$ each person	\$ aggregate	\$ each accident	\$ aggregate
DIVISION 4—CONTRACTUAL	\$ each person	\$ each accident	\$ each accident	\$ aggregate
DIVISION 5—INDEPENDENT CONTRACTORS	\$ each person	\$ each accident	\$ each accident	\$ aggregate

Item 4. Purposes of Use	Premium Bases	Rates		Advance Premiums	
		Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
1. Premises — Operations  Television Broadcasting Tower & Antenna, Receiving and Transmitting Station. all employees including salesmen, control operators, announcers, players, entertainers, musicians, clerical office employees, transmitter and field operators, drivers, chauffeurs & their helpers - CODE 7610	(a) Remuneration (b) Area of Premises (c) Frontage  75,000.	(a) Per \$100 of Remuneration (b) Per 100 sq. ft. Area (c) Per Linear Foot  .0684	.048	\$ 91.20 Min.	\$ 143.70 Min.
2. Elevators — Number on Premises	Number Insured	Per Elevator		\$	\$
3. Products	(a) Sales	(a) Per \$1000 of Sales		\$	\$
4. Contractual	Number Insured	Per Agreement		\$	\$
5. Independent Contractors	Cost	Per \$100 of Cost		\$	\$

MINIMUM PREMIUMS		TOTAL ADVANCE PREMIUMS	
Coverage A	Coverage B	\$	\$
Div. 1 \$ 91.20	\$ 143.70	\$ 91.20	\$ 143.70
Div. 3 \$	\$	TOTAL ADVANCE PREMIUM FOR POLICY \$ 234.90	
Div. 5 \$	\$		

Item 5. The named Insured does not use the premises for any undisclosed purposes, and does not conduct any business operations at any undisclosed location, except as herein stated:  
 Item 6. No insurer has recalled any similar insurance issued to the named Insured, or declined to issue such insurance, during the past year, except as herein stated:

Countersigned at Portland Me  
 this 14 day of Oct 1953  
B. M. BOWKER CO.  
*DR Bowker*  
 Authorized Representative.

## CONDITIONS

1. **Premium.** The premium bases and rates for the hazards described in the declarations are stated herein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the Company.  
The premium stated in the declarations is an estimated premium only. Upon termination of this Policy, the earned premium shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named Insured shall pay the excess to the Company; if less, the Company shall return to the named Insured the unearned portion paid by such Insured.  
When used as a premium basis:  
(1) The word "remuneration" shall mean the entire remuneration earned during the Policy period by all employees of the named Insured, other than drivers and chauffeurs, subject with respect to each executive officer to a maximum and a minimum remuneration of \$100 and \$30 per week, respectively, and the remuneration of each proprietor at a fixed amount of \$2,000 per annum;  
(2) The word "cost" shall mean the total cost of all operations performed for the named Insured during the Policy period by independent contractors on each separate project, including materials used or delivered for use, except maintenance or ordinary alterations and repairs on premises owned or rented by the named Insured;  
(3) The word "sales" shall mean (a) the gross amount of money charged for all goods and products sold or distributed by the named Insured during the Policy period, or (b) the entire amount of money charged by the Insured for equipment, materials and services furnished, or work done during the Policy period. Such sales shall include taxes, except that taxes which the Insured collects as a separate item and remits directly to a governmental division shall be excluded provided accurate records of such taxes are maintained apart from other receipts;  
(4) The word "receipts" shall mean the gross amount of money charged by the named Insured for such operations by the named Insured or by others during the Policy period as are rated on a receipts basis. Such receipts shall include taxes, except that taxes which the Insured collects as a separate item and remits directly to a governmental division shall be excluded provided accurate records of such taxes are maintained apart from other receipts.  
The named Insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations.
2. **Inspection and Audit.** The Company shall be permitted to inspect the premises, operations and elevators and to examine and audit the Insured's books and records at any time during the Policy period and any extension thereof and within one year after the final termination of this Policy, as far as they relate to the premium bases of this Policy.
3. **Premises Defined.** The unqualified word "premises" wherever used in this Policy shall mean (a) the premises designated in the declarations including buildings and structures thereon and the ways immediately adjoining and (b) when a territory is designated in the declarations in addition to or in lieu of a specific location, places within said territory while used by or on behalf of the named Insured, except public ways used in common with others and except premises owned by or rented to the Insured.
4. **Elevator Defined.** The word "elevator" wherever used in this Policy shall mean any hoisting or lowering device operated between floors or landings and all appliances thereof including any car, platform, shaft, hoistway, stairway, power equipment and machinery in premises owned, rented or controlled by the Insured. Neither a hoist within a building nor operated through a hatchway, nor a manually operated hoist located outside the walls of a building, nor a dumbwaiter used exclusively for carrying property and having a floor area of not more than nine square feet, a compartment height not exceeding four feet and a capacity of five hundred pounds or less, is an "elevator".
5. **Assault and Battery.** Assault and battery shall be deemed an accident unless committed by or at the direction of the Insured.
6. **Limits of Liability—Coverage A.** The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person in any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. Under Division 3 of the Definition of Hazards, if goods or products from one prepared or acquired lot shall produce bodily injury to or sickness, disease or death of more than one person, all bodily injuries, sicknesses, diseases and deaths proceeding from such common cause shall be considered as arising out of one accident.
7. **Limits of Liability.** The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.  
The limit of liability, if any, stated in the declarations as "aggregate" is the total limit of the Company's liability for the coverage under which and for the division of hazards opposite which said limit is stated, on account of all accidents which occur during the Policy period, but with respect to operations away from premises owned or rented by the named Insured said limits shall apply separately to each project under divisions 1 and 5 of the Definition of Hazards.
8. **Notice of Accident.** Upon the occurrence of an accident written notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.
9. **Notice of Claim or Suit.** If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
10. **Assistance and Cooperation of the Insured.** The Insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits; and the Company shall reimburse the Insured for expenses, other than loss of earnings, incurred at the Company's request. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.
11. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and the Company.  
Any person or his legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under the terms of this Policy in the same manner and to the same extent as the Insured. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability.  
Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.
12. **Other Insurance.** If the Insured has other insurance against a loss covered by this Policy the Company shall not be liable under this Policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
13. **Subrogation.** In the event of any payment under this Policy the Company shall be subrogated to all the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.
14. **Changes.** No notice to any agent, or knowledge possessed by any agent or by any other person shall be held to effect a waiver or change in any part of this Policy nor estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part hereof, signed by the President of the Company.
15. **Assignment.** No assignment of interest under this Policy shall bind the Company until its consent is endorsed hereon; if, however, the named Insured shall die or be adjudged bankrupt or insolvent within the Policy period, this Policy, unless cancelled, shall, if written notice is given to the Company within thirty days after the date of such death or adjudication, cover the named Insured's legal representative as the named Insured.
16. **Cancellation.** This Policy may be cancelled by the named Insured by mailing written notice to the Company stating when thereafter such cancellation shall be effective. This Policy may be cancelled by the Company by mailing written notice to the named Insured at the address shown in this Policy stating when not less than five days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the named Insured or by the Company shall be equivalent to mailing.  
If the named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the named Insured.
17. **Declarations.** By acceptance of this Policy the named Insured agrees that the statements in the declarations are his agreements and representations, that this Policy is issued in reliance upon the truth of such representations, and that this Policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Phoenix Indemnity Company has caused this Policy to be signed by its President and Secretary, but this Policy shall not bind the Company unless countersigned on the declarations page by a duly authorized representative of the Company.

SPECIMEN

# Phoenix Indemnity Company

(A Capital Stock Insurance Company, Herein Called the Company)

Do hereby Agree with the Insured, named in the declarations made a part hereof, in consideration of the payment of the premium and of the statements contained in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this Policy:

## INSURING AGREEMENTS

### Coverage A—Bodily Injury Liability.

To pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the liability imposed upon him by or for damages, including damages for care and loss of services, because of bodily injury, sickness or disease, including death at any time arising therefrom, sustained by any person or persons, caused by accident and arising out of the hazards hereinafter defined.

### Coverage B—Property Damage Liability.

To pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the liability imposed upon him by or for damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the hazards hereinafter defined.

## DEFINITION OF HAZARDS

### Division 1. Premises—Operations.

The ownership, maintenance or use of the premises, and all operations during the Policy period which are necessary or incidental thereto.

### Division 2. Elevators.

The ownership, maintenance or use, for the purposes stated in the declarations, of any elevator therein designated.

### Division 3. Products.

The handling or use of or the existence of any condition in goods or products manufactured, sold, handled or distributed by the named Insured, if the accident occurs after the Insured has relinquished possession thereof to others and away from premises owned, rented or controlled by the Insured; and operations covered under divisions 1 and 3 of the Definition of Hazards (other than pick up and delivery and the existence of tools, uninstalled equipment and abandoned or unused materials) if the accident occurs after such operations have been completed or abandoned at the place of occurrence thereof and away from such premises.

### Division 4. Contractual.

The express undertakings of the named Insured designated in the declarations.

### Division 5. Independent Contractors.

Construction or installation operations or work as described in sub-division 5 of Item 4 of the declarations, performed for the Insured by independent contractors during the Policy period and omissions or supervisory acts of the Insured in connection with such operations or work, except maintenance or ordinary alterations and repairs on premises owned or rented by the named Insured.

## II. Defense, Settlement, Supplementary Payments.

It is further agreed that as respects insurance afforded by this Policy the Company shall

- defend in his name and behalf any suit against the Insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company shall have the right to make such investigation, negotiation and settlement of any claim or suit as may be deemed expedient by the Company;
- pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the Insured in any such suit, all expenses incurred by the Company, all interest accruing after entry of judgment until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon, and expenses incurred by the Insured, in the event of bodily injury, sickness or disease, for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

The Company agrees to pay the amounts incurred under divisions (a) and (b) of this section in addition to the applicable limit of liability of this Policy.

## III. Definition of "Insured".

The unqualified word "Insured" wherever used includes not only the named Insured but also any partner, executive officer, director or stockholder thereof while acting within the scope of his duties as such.

## IV. Automatic Insurance for Additional Premises, Operations, or Elevators.

If the named Insured (a) acquires, during the Policy period, ownership or control of other premises or (b) undertakes operations not insured by this Policy, such insurance as is afforded under division 1 of the Definition of Hazards applies also to such premises and operations; and if elevators are newly installed at the premises or are in existence at other premises of which the named Insured acquires ownership or control, such insurance as is or can be afforded under division 2 of the Definition of Hazards applies to such elevators. The limits of liability stated in the declarations for division 1 apply to insurance afforded under a division under which insurance has not previously been afforded, and if no limits of liability are stated for division 1, the lowest limits of liability stated in the declarations for any other division apply. The provisions of this paragraph do not apply:

- with respect to elevators in premises owned, rented or controlled by the Insured, unless the named Insured notifies the Company within fifteen days following the date of acquisition or installation thereof;
- to any loss against which the named Insured has other valid and collectible insurance;
- to aircraft; or to boats, motor vehicles or vehicles for use therewith, or the loading or unloading thereof, while away from such other premises; or to liability assumed by the Insured under any contract or agreement; or to liability with respect to which insurance is or can be afforded under division 3 of the Definition of Hazards.

## V. Policy Period, Territory.

This Policy applies only to accidents which occur during the Policy period within the United States of America, Alaska, Hawaii, Canada or Newfoundland.

## EXCLUSIONS

This Policy does not apply:

- under division 1 of the Definition of Hazards, (1) to liability with respect to which insurance is or can be afforded under division 5 of the Definition of Hazards; (2) to the ownership, maintenance or use of aircraft by or in the interest of the Insured; (3) to elevators at premises owned, rented or controlled by the Insured, except elevators not operated, maintained or controlled by the Insured provided the Insured is not the owner or the lessee or tenant of the entire building in which such elevators are located; (4) to accidents occurring away from the premises by reason of the ownership, maintenance or use of dogs, draft or saddle animals, boats, animal drawn or power driven vehicles (including vehicles attached thereto) and the loading or unloading thereof, vehicles from which merchandise is sold, and vehicles while rented to another, unless specifically declared and described in this Policy and premium charged therefor;
- under division 2 of the Definition of Hazards, to structural alterations, new construction or demolition operations;
- under divisions 1 and 3 of the Definition of Hazards, to the ownership or maintenance of signs, or to vending machines, machinery, equipment or other property rented to or located for use by others, or to operations in connection therewith, away from the premises, unless such property is specifically declared and described in this Policy and premium charged therefor;
- under divisions 1 and 5 of the Definition of Hazards, to liability with respect to which insurance is or can be afforded under division 3 of the Definition of Hazards; or to operations on or from other premises which are owned, rented or controlled by the Insured;
- under divisions 1, 2 and 3 of the Definition of Hazards, to liability assumed by the Insured under any contract or agreement, or under division 3 to liability of others assumed by the Insured under any contract or agreement;
- under Coverage A, with respect to divisions 1, 2, 3 and 5 of the Definition of Hazards, to bodily injury to or sickness, disease or death of any employee of the Insured while engaged in the employment of the Insured, or to any obligation for which the Insured may be held liable under any workmen's compensation law;
- under Coverage B, with respect to divisions 1, 3, 4 and 5 of the Definition of Hazards, to injury to or destruction of property owned, rented, occupied or used by the Insured or, except with respect to liability assumed under railroad sidetrack agreements covered by this Policy, property in the care, custody or control of the Insured, and with respect to division 2, to injury to or destruction of property owned, rented, occupied or used by the Insured;
- under Coverage B, with respect to division 3 of the Definition of Hazards, to injury to or destruction of goods, products or completed work out of which the accident arises;
- to the liability imposed upon the Insured by any laws or ordinances pertaining to the sale, gift, distribution or use of alcoholic beverages;
- under Coverage B, with respect to division 1 of the Definition of Hazards, to injury to or destruction of property such as wires, conduits, pipes, mains, sewers, or of any apparatus in connection therewith below the surface of the ground, or of other property resulting therefrom, arising from the use of contractors' mechanical equipment or appliances while being operated for the purpose of excavating or drilling in streets or highways;
- under Coverage B, with respect to divisions 1 and 4 of the Definition of Hazards, to injury to or destruction of property as the result of blasting or explosion (other than the explosion of air or steam vessels or piping under pressure, prime movers, machinery or power transmitting equipment);
- under Coverage B, with respect to divisions 1 and 4 of the Definition of Hazards, to injury to or destruction of property by reason of collapse of or structural injury to any building or structure due (1) to excavation, pile driving or caisson work, or (2) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or re-building of any structural support thereof;
- under Coverage B, with respect to division 1 of the Definition of Hazards, to injury to or destruction of buildings or contents thereof caused by the discharge, leakage or overflow of water or steam from tanks or cylinders, standpipes for fire hose, or industrial or domestic plumbing, heating, refrigerating or air conditioning systems, elevator appliances, or any substance from automatic sprinkler systems, or by the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or by rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators, insofar as any of these occur on or from premises owned or rented by the named Insured.



### Short Rate Cancellation Table

TERM OF ONE YEAR			
	Per cent. of Annual Prem.		Per cent. of Annual Prem.
1 day	2	55 days	29
2 days	4	60 " or 2 months	30
3 "	5	65 "	33
4 "	6	70 "	36
5 "	7	75 "	37
6 "	8	80 "	38
7 "	9	85 "	39
8 "	9	90 " or 3 months	40
9 "	10	105 "	46
10 "	10	120 " or 4 months	50
11 "	11	135 "	56
12 "	11	150 " or 5 months	60
13 "	12	165 "	66
14 "	12	180 " or 6 months	70
15 "	13	195 "	73
16 "	13	210 " or 7 months	75
17 "	14	225 "	78
18 "	15	240 " or 8 months	80
19 "	16	255 "	83
20 "	16	270 " or 9 months	85
25 "	17	285 "	88
30 " or 1 month	19	300 " or 10 months	90
35 "	20	315 "	93
40 "	23	330 " or 11 months	95
45 "	25	345 "	98
50 "	27	360 " or 12 months	100

### FOR TERM OF THREE YEARS

	Per cent. of 3 yr. Prem.		Per cent. of 3 yr. Prem.
1 month	7.4	19 months	55.4
2 months	11.1	20 "	58.
3 "	14.8	21 "	60.7
4 "	18.5	22 "	63.3
5 "	23.2	23 "	65.9
6 "	25.9	24 "	68.5
7 "	27.8	25 "	71.2
8 "	29.6	26 "	73.8
9 "	31.5	27 "	76.4
10 "	33.3	28 "	79.
11 "	35.2	29 "	81.7
12 "	37.	30 "	84.3
13 "	39.6	31 "	86.9
14 "	42.3	32 "	89.5
15 "	44.9	33 "	92.1
16 "	47.5	34 "	94.8
17 "	50.2	35 "	97.4
18 "	52.8	36 "	100.

MANUFACTURERS' & CONTRACTORS  
PUBLIC LIABILITY POLICY  
(Schedule Form)



(A CAPITAL STOCK COMPANY)

*Phoenix*  
*Indemnity Company*

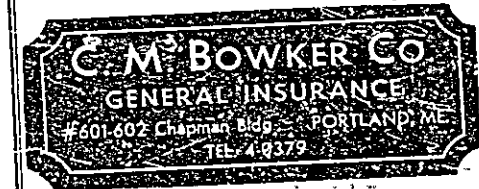
HOME OFFICE: 33 FIFTH AVENUE  
NEW YORK 3, N. Y.

Policy No. SM 62424

Issued to

Portland Telecasting Corp.

Expires August 25, 1954



PLEASE READ YOUR POLICY

Form 5637 From No. SM21000 11-45



AP 635-641 Congress St. (rear)  
--Foundations for TV tower

May 26, 1953

F. W. Cunningham & Sons  
181 State St.,  
Att: Mr. Doyle

Copies to: Mr. Frank S. Hoy, Pres.  
Portland Telecasting Corp.  
645 Congress St.,  
Mr. Dana R. Bowker, Pres.  
Columbia Hotel Co.,  
645 Congress St.,

Gentlemen:

Based upon Zoning appeal granted conditionally on March 13, 1953 and based on Truscon Steel drawing #50467-E, received here May 18, and your own plan of soil bearing conditions filed on May 26, building permit to authorize excavation and construction of foundations only of the proposed TV antenna tower for Portland Telecasting Corp., at the rear of 635-641 Congress St. is issued herewith.

Will Messrs. Hoy and Bowker—receiving copies of this letter—get cleared up the matter of demolition of certain sections of an existing garage which occupies a part of the land where these foundations will be constructed. This demolition work requires a separate permit, which may be applied for by the demolition contractor, but is required to be in his possession before the demolition is started. Application for that permit should contain specific details as to how much of the present building is to be demolished and how and with what materials the end of the remaining portion is to be closed in.

Very truly yours,

Warren McDonald  
Inspector of Buildings

W McD/B

Enc: Permit and copy of application

Barnett I. Shur - - - -2

May 22, 1953

before the erection permit is issued, then that is what we will do; but I should think we should also have written assurance as to what arrangements will be made to maintain the insurance. If it is taken over by the owner, and the firm statement that the permanent insurance will be in effect and certificates of it filed here, approved by yourself, at least a brief period before the erection insurance expires.

At the Zoning Hearing Mr. Getchell had a very much larger idea in mind for permanent insurance than the \$100,000 figure.

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Inspector of Buildings

WMcD/G

File: AP 635-641 Congress St.  
(Rear)

May 22, 1953

Barnett I. Shur  
Corporation Counsel

Warren McDonald  
Inspector of Buildings

Conditions of Zoning Appeal sustained to allow TV tower for  
Portland Telecasting Corp. at 635-641 Congress St. (rear).

One of the conditions imposed by the Board is that the appellant (Columbia Hotel Co. and R. H. Rines Co.) or the operating company (Portland Telecasting Corp.) shall take out and keep in effect during entire time the tower and antenna are under construction and located on the premises; public liability insurance in an amount satisfactory to the Corporation Counsel; and that certificates that said insurance is at all times in effect, shall be filed at the office of the Building Inspector.

Will you tell me whether these certificates, approved by yourself, should be on file in this office before we issue building permits for the erection of the superstructure?

There will be two permits issued - one to F. W. Cunningham & Sons for construction of the foundation only, and the second to Portland Telecasting Corp. for the Zane Construction Co., Inc., of West Orange, N. J., as erection contractor to put up the tower and antenna, the tower being designed and furnished by Truscon Steel Co., of Youngstown, Ohio.

Truscon has shown a most uncooperative attitude toward this department since last February, and despite anything that we could do has delayed furnishing the necessary information to show compliance with the Building Code until a few days ago. Thus they have served our local companies badly in that Truscon will not start manufacture of the tower until we have issued the permit. Since Truscon has delayed matters for such a long time - two months, Portland Telecasting is in a bad position if they are to get in operation, as desired, by late August. We are trying to hurry things up and are now checking the plans with the hope of being able to issue the permits early next week. For all of these reasons we all would appreciate your advice as quickly as possible.

At a conference, on May 18th, with Messrs. Hoy of the TV Company, Bowker of the Hotel Company, Doyle of F. W. Cunningham's, and Sales Engineer Cross of Truscon, Mr. Hoy said that in their contract with Zane, the contractor had agreed to carry liability insurance during the time of erection for \$100,000. Messrs. Hoy and Bowker seemed to think that would be sufficient, but more would be added if you thought best. To get the matter started, it was suggested that Mr. Hoy write to you the entire proposition as to carrying liability insurance during the time of erection and also during the time of maintenance through the years, indicating amounts and companies, etc. Perhaps he has already done that. If not, I should like to remind him because whatever the cause of delays, there is a tendency to lay all the blame on us.

If you think it is necessary to have the certificates of insurance on file



GENERAL BUSINESS ZONE  
APPLICATION FOR PERMIT

PERMIT ISSUED  
00802  
MAY 26 1953  
CITY OF PORTLAND

Class of Building or Type of Structure structure

Portland, Maine, May 22, 1953

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE  
The undersigned hereby applies for a permit to erect ~~the proposed structure~~ the following building structure ~~as shown~~ in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 635-641 Congress St. (rear) Within Fire Limits? yes Dist. No. 1  
Owner's name and address Columbia Hotel & R. H. Rines Co., 545A Congress St. Telephone \_\_\_\_\_  
Lessee's name and address Portland Telecasting Corporation, Columbia Hotel Telephone \_\_\_\_\_  
Contractor's name and address F. W. Cunningham & Sons, 181 State St. Telephone 3-0246  
Architect \_\_\_\_\_ Plans ~~see tower permit~~ No. of sheets 2  
Proposed use of building \_\_\_\_\_ Specifications \_\_\_\_\_  
Last use \_\_\_\_\_ No. families \_\_\_\_\_  
Material \_\_\_\_\_ No. stories \_\_\_\_\_ Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ No. amilies \_\_\_\_\_  
Other buildings on same lot \_\_\_\_\_ Roofing \_\_\_\_\_  
Estimated cost \$ 3,500. Fee \$ 5.00

General Description of New Work

To construct foundation only for proposed television tower as per plans.

Permit Issued with Letter

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. PERMIT TO BE ISSUED TO F. W. Cunningham & Sons

Details of New Work:

Is any plumbing involved in this work? \_\_\_\_\_ Is any electrical work involved in this work? \_\_\_\_\_  
Is connection to be made to public sewer? \_\_\_\_\_ If not, what is proposed for sewage? \_\_\_\_\_  
Height average grade to top of plate \_\_\_\_\_ Height average grade to highest point of roof \_\_\_\_\_  
Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_  
Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_ cellar \_\_\_\_\_  
Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
Kind of roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_  
No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_ Kind of heat \_\_\_\_\_ fuel \_\_\_\_\_  
Framing lumber--Kind \_\_\_\_\_ Dressed or full size? \_\_\_\_\_  
Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_  
Girders \_\_\_\_\_ Size \_\_\_\_\_ Columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
Studs (inside wall and carrying partitions) 2x4-10" O. C. Bridging in every floor and flat roof span over 8 feet.  
Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_ number commercial cars to be accommodated \_\_\_\_\_  
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

Miscellaneous

Will work require disturbing of any tree on a public street? no  
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Columbia Hotel & R. H. Rines Co.  
F. W. Cunningham & Sons

Signature of owner by: *F. W. Cunningham & Sons*

APPROVED:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSPECTION COPY

INSPECTION COPY





# APPLICATION FOR PERMIT

Class of Building or Type of Structure Tower

Portland, Maine, Feb. 25, 1953

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for a permit to erect ~~at the rear of the lot~~ the following building structure ~~to be used~~ in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 635-641 Congress St. Within Fire Limits? yes Dist. No. \_\_\_\_\_

Owner's name and address Columbia Hotel Co., 645 Congress St. Telephone \_\_\_\_\_  
R. H. Rines Co., 641 Congress St.

Lessee's name and address \_\_\_\_\_ Telephone \_\_\_\_\_

Contractor's name and address \_\_\_\_\_ Telephone \_\_\_\_\_

Architect \_\_\_\_\_ Specifications \_\_\_\_\_ Plans yes No. of sheets 23

Proposed use of building \_\_\_\_\_ No. families \_\_\_\_\_

Last use \_\_\_\_\_ No. families \_\_\_\_\_

Material \_\_\_\_\_ No. stories \_\_\_\_\_ Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_

Other buildings on same lot \_\_\_\_\_

Estimated cost \$ \_\_\_\_\_ Fee \$ \_\_\_\_\_

### General Description of New Work

To erect television tower as per pl - 250' high  
 To demolish garages shown on plan, 1.  
 46-D-20 - R.H. Rines Co.  
 46-D-13 - Columbia Hotel Co.  
 Appeal Sustained 3/13/53

This application is preliminary to get settled the question of zoning appeal. In event the appeal is sustained, the applicant will furnish complete information, the estimated cost and will pay legal fee.

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. **PERMIT TO BE ISSUED TO** Columbia Hotel Co.

### Details of New Work

Is any plumbing involved in this work? \_\_\_\_\_ Is any electrical work involved in this work? \_\_\_\_\_

Is connection to be made to public sewer? \_\_\_\_\_ If not, what is proposed for sewage? \_\_\_\_\_

Height average grade to top of plate \_\_\_\_\_ Height average grade to highest point of roof \_\_\_\_\_

Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_

Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_ cellar \_\_\_\_\_

Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_

Kind of roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_

No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_ Kind of heat \_\_\_\_\_ fuel \_\_\_\_\_

Framing lumber—Kind \_\_\_\_\_ Dressed or full size? \_\_\_\_\_

Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_

Girders \_\_\_\_\_ Size \_\_\_\_\_ Columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_

Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.

Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_

On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_

Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_

If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

### If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_ number commercial cars to be accommodated \_\_\_\_\_

Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

APPROVED:

### Miscellaneous

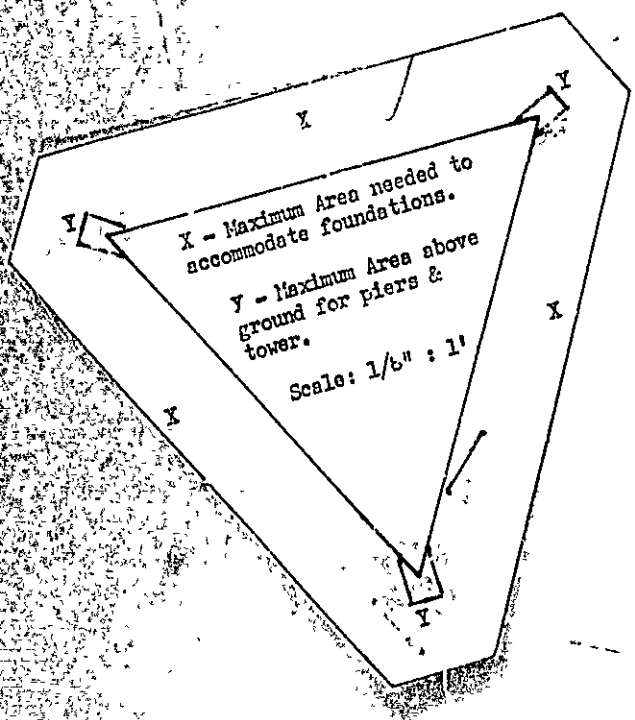
Will work require disturbing of any tree on a public street? no

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Columbia Hotel Co.

Signature of owner by: D.W. Bowker, Pres.

INSPECTION COPY





Appeal 635-641 Congress(rear)

Roy H. Owsley, City Manager

March 13, 1953

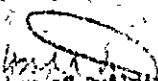
Warren McDonald, Insptr. of Bldgs.

cc Corporation Council

Safety of TV tower proposed under zoning appeal at 635-641 Congress St. (rear)

In view of the facts that we have had one radio tower fall into Back Bay, and that another at the Falmouth Hotel was such that we were much relieved when it was removed; we are taking special care with the engineering of this proposed tower near the Columbia Hotel.

In case the Appeal Board sees fit to grant this appeal in this thickly settled area, it seems to me that it would be a wise precaution to stipulate that liability insurance of a kind and in amount approved by the Corporation Council shall be in evidence and permanently maintained- before the permit is issued; and that semi-annual inspection of the structure from top to bottom shall be made by some qualified party, and that party shall make written report to the Inspector of Buildings of conditions found and what was done about them.

  
Inspector of Buildings

AP 635-641 Congress St. (Rear)

March 12, 1953

Copies to: Addressee

Chief Engineer  
Truscon Steel Co.  
Youngstown 1, Ohio

Truscon Steel Co.  
307 Derowstar Ave.  
Boston 27 (South) Mass.  
Mr. Dars R. Bowker, President  
Columbia Hotel Co.  
643 Congress St.  
Mr. Frank S. Hoy, President  
Portland Telecasting Corporation  
645 Congress St.

Dear Sir:-

This letter is an effort to foresee and overcome any obstacles that might otherwise arise to delay issuance of building permits for advance construction of the foundation and for the superstructure of the 300-foot TV antenna tower which the Truscon Steel is designing and furnishing to Portland Telecasting Corp. at the rear of 635-641 Congress St. in this City. At present there is a little uncertainty as to the exact location of the tower, but except for a difference in soil bearing conditions, the design will be the same. At a conference several weeks ago with your sales representative, some doubt as to whether your engineering department would furnish the detailed information which our Building Code calls for and as to some of the assumptions of live loads. Thus, it seems best to communicate direct with you with the thought that you would route this letter to the particular design office which would have to do with this particular tower.

1. I received the impression from your sales representative that you did not consider it necessary to make allowance for ice on the tower at least as far as increased wind pressure to be applied to, on the basis of certain determinations by the U. S. Weather Bureau. The design assumptions for the antenna seem to make allowance for ice with varying wind velocities; and the District Engineer of AISC in this area believes that allowance ought to be made for ice in this climate both as a superimposed weight and as an increased area to which the wind would be applied.
2. Some doubt was expressed that your designer would sign the statement of design required by the Building Code on the basis that he did not know what our working stresses or other assumptions would be. A couple copies of this blank statement of design is enclosed and a copy of pages 5-6 of the Code containing the requirement which, of course, must be complied with. As to steel design, our Code coincides very closely with AISC specifications and the specified wind load is 30 lbs. per square foot with the same allowance as AISC.
3. In somewhat similar cases by other companies, the designers have seemed hesitant to send us the detailed designed plan showing not only the full details of the foundation and its reinforcement, but the details of the superstructure itself, with the size of all members and the type of bolts intended for connections. We need this complete information.
4. No adverse reflection is meant on the standing of your company or your designers, when we say that we need, as indicated by Sect. 1014 of our Code, detailed computations and data to show the results of the soil tests, the assumptions as to loads on the coil, the design of the foundation, including vertical loads and those induced by tendency to

Chief Engineer - - - - - (2)  
Truscon Steel Co.

March 12, 1953

overturn and precautions against uplift, and design computations and assumptions as regards wind velocity and pressures and for the main members (presumably at the bottom of the tower) support the downward loads and resist bending. This tower will be built in the midst of a thickly settled portion, and it seems our duty to take the utmost care before building permits are issued. This is emphasized by the fact that we have had one radio tower (guyed to be sure) fall at time of high wind - luckily in an open area.

5. If it is true that your designers do not feel that ice should be allowed for, perhaps on the basis of one opinion at our conference that the ice would not remain on the tower at time of maximum wind, please furnish with the above your reasoning on this point and the support you have for that reasoning.

Very truly yours,

Warren McDonald  
Inspector of Buildings

WMCB  
Enclosures: 2 Copies Statement of Design

Copy of Pages 5 and 6 of Portland Building Code

AP 635-641 Congress St. (retr)

February 26, 1953

Mr. Dana R. Bowker  
Pres. Columbia Hotel Co.,  
R. H. Rines Co.,  
645 Congress St.,  
Portland, Maine

Copy to: Corporation Counsel

Dear Mr. Bowker:

Building permit to authorize construction of a structural steel television antenna, about 250 feet high above the ground, is not issuable under the Zoning Ordinance because the lots where the tower would be located are in an Apartment House Zone, where, according to Section 8A of the Ordinance applying to such zones, such a use of premises is not allowable.

You have indicated your desire to seek an exception from the Board of Appeals; so, there is enclosed an outline of the appeal procedure.

In making out the appeal, I suggest that you use the word "approximate" as regards the actual location of the tower to give some leeway in case a slightly different location than you have shown on your plan would be more favorable as regards foundation conditions.

With reference to your thought that possibly the tower would only extend a few feet beyond the 30 foot overage allowance into the Apartment House Zone, it appears from examination of Section 17B of the Ordinance that you would not be entitled even to the 30 foot overage because the two particular lots, on which the tower foundations would be located, have no street frontage in the general business zone along Congress Street.

Very truly yours,

WHCD/13

Warren McDonald  
Inspector of Buildings

Enc: Outline of appeal procedure

13

OL 635-641 Congress St.

February 16, 1953

Mr. Dana R. Bowker  
Columbia Hotel  
645 Congress St.,  
Portland, Maine

Copies to: Mr. Bowker  
City Manager  
Corporation Counsel

Dear Mr. Bowker:

While I was out of the office on sick leave, it appears that your representative and a representative of the TV Company, which plans to have headquarters at the Columbia Hotel, inquired about the application of the Building Code and the Zoning Ordinance to the construction of the necessary tower about 250 feet high on land to be made available at the rear of 635-641 Congress St., (or perhaps the land is identified as the rear of 9-11 Deering Place).

The location indicated is apparently controlled by zoning regulations for an Apartment House Zone, where a permit to erect such a structure is not issuable, and our people got the impression that you would likely file an appeal with the Board of Appeals, seeking an exception. If the zoning obstacle is overcome, compliance with the Building Code will be of the utmost importance in view of the proposal to erect a self-supporting tower (without guys) in this thickly settled area. Should the project proceed that far, it seems to me that you and those concerned now, ought to know in advance that the entire matter of design and construction will be examined with unusual care in all of its details, and we shall not be inclined to accept the design and statement of design of the supplying or erecting company without careful check, perhaps on the part of those better qualified than this office is to make such a check.

Experience with the Radio Tower at the Falmouth Hotel (we were greatly relieved to have it removed) is the reason for this concern. That tower, too, was self-supporting without guys, and like most of such structures the connections bolted using special bolts supposed to be locked so they would not loosen up and allow "play" at the joints. After the tower was erected, we received more than one complaint that the tower seemed to sway to an alarming degree. This did not seem important because it is well known that such a structure usually "goes with" the wind. However, we learned from a man who is in position to know that, despite all guarantees, the bolts did loosen up and should be inspected and tightened at frequent intervals. Worse than that, however, we learned that a similar tower, erected by the same company, had collapsed at time of high wind in Massachusetts--luckily the tower was in an open field. We learned the details of the failure from the sheriff of the County who had actually seen the collapse. We then contacted the company which had designed and erected both the tower which had collapsed and the tower at the Falmouth Hotel. The information from that company which sticks in my memory is that the tower in Massachusetts collapsed at a time of winds of hurricane velocity, and that that type of tower was just not designed to withstand a hurricane.

Now, I am told that the company who would design and construct the tower at your hotel would not design and build the tower at the Falmouth Hotel because they believe in a better design--for a greater wind pressure than was allowed in that former case. It has been my experience in somewhat similar cases, however, that representatives of such designers are inclined to approach this department, after the design is all made and perhaps the tower partially fabricated and ready for erection, and sort of overawe us with statements that they have followed the same practice in many other locations where the elements are just as severe as in Portland.

Mr. Dana R. Bowker

February 16, 1953

It seemed best, therefore, to let you know these circumstances so that you and the designing company may be aware of the true situation before commitments are made.

Very truly yours,

Warren McDonald  
Inspector of Buildings

WRD/D

OL 635-641 Congress St.

9-11 Deering Place (rear)

February 16, 1953

Mr. Dana R. Bowker  
Columbia Hotel  
645 Congress St.,  
Portland, Maine

Copies to: Mr. Bowker  
City Manager  
Corporation Counsel

Dear Mr. Bowker:

While I was out of the office on sick leave, it appears that your representative and a representative of the TV Company, which plans to have headquarters at the Columbia Hotel, inquired about the application of the Building Code and the Zoning Ordinance to the construction of the necessary tower about 250 feet high on land to be made available at the rear of 635-641 Congress St., (or perhaps the land is identified as the rear of 9-11 Deering Place).

The location indicated is apparently controlled by zoning regulations for an Apartment House Zone, where a permit to erect such a structure is not issuable, and our people got the impression that you would likely file an appeal with the Board of Appeals, seeking an exception. If the zoning obstacle is overcome, compliance with the Building Code will be of the utmost importance in view of the proposal to erect a self-supporting tower (without guys) in this thickly settled area. Should the project proceed that far, it seems to me that you and those concerned now, ought to know in advance that the entire matter of design and construction will be examined with unusual care in all of its details, and we shall not be inclined to accept the design and statement of design of the supplying or erecting company without careful check, perhaps on the part of those better qualified than this office is to make such a check.

Experience with the Radio Tower at the Falgouth Hotel (we were greatly relieved to have it removed) is the reason for this concern. That tower, too, was self-supporting without guys, and like most of such structures the connections bolted, using special bolts supposed to be locked so they would not loosen up and allow "play" at the joints. After the tower was erected, we received more than one complaint that the tower seemed to sway to an alarming degree. This did not seem important because it is well known that such a structure usually "goes with" the wind. However, we learned from a man who is in position to know that, despite all guarantees, the bolts did loosen up and should be inspected and tightened at frequent intervals. Worse than that, however, we learned that a similar tower, erected by the same company, had collapsed at time of high wind in Massachusetts--luckily the tower was in an open field. We learned the details of the failure from the sheriff of the County who had actually seen the collapse. We then contacted the company which had designed and erected both the tower which had collapsed and the tower at the Falgouth Hotel. The information from that company which sticks in my memory is that the tower in Massachusetts collapsed at a time of winds of hurricane velocity, and that that type of tower was just not designed to withstand a hurricane.

Now, I am told that the company who would design and construct the tower at your hotel would not design and build the tower at the Falgouth Hotel because they believe in a better design--for a greater wind pressure than was allowed in that former case. It has been my experience in somewhat similar cases, however, that representatives of such designers are inclined to approach this department, after the design is all made and perhaps the tower partially fabricated and ready for erection, and sort of overawe us with statements that they have followed the same practices in many other locations where the elements are just as severe as in Portland.

Mr. Dana H. Bowker

2

February 16, 1953

It seemed best, therefore, to let you know these circumstances so that you and the design/ing company may be aware of the true situation before commitments are made.

Very truly yours,

Warren McDonald  
Inspector of Buildings

WMC/B



SALESMAN'S SPECIAL REPORT

File 27 1948

SUBJECT OR FIRM NAME

Ventilation Pipe For Lamb Candy Co

ADDRESS

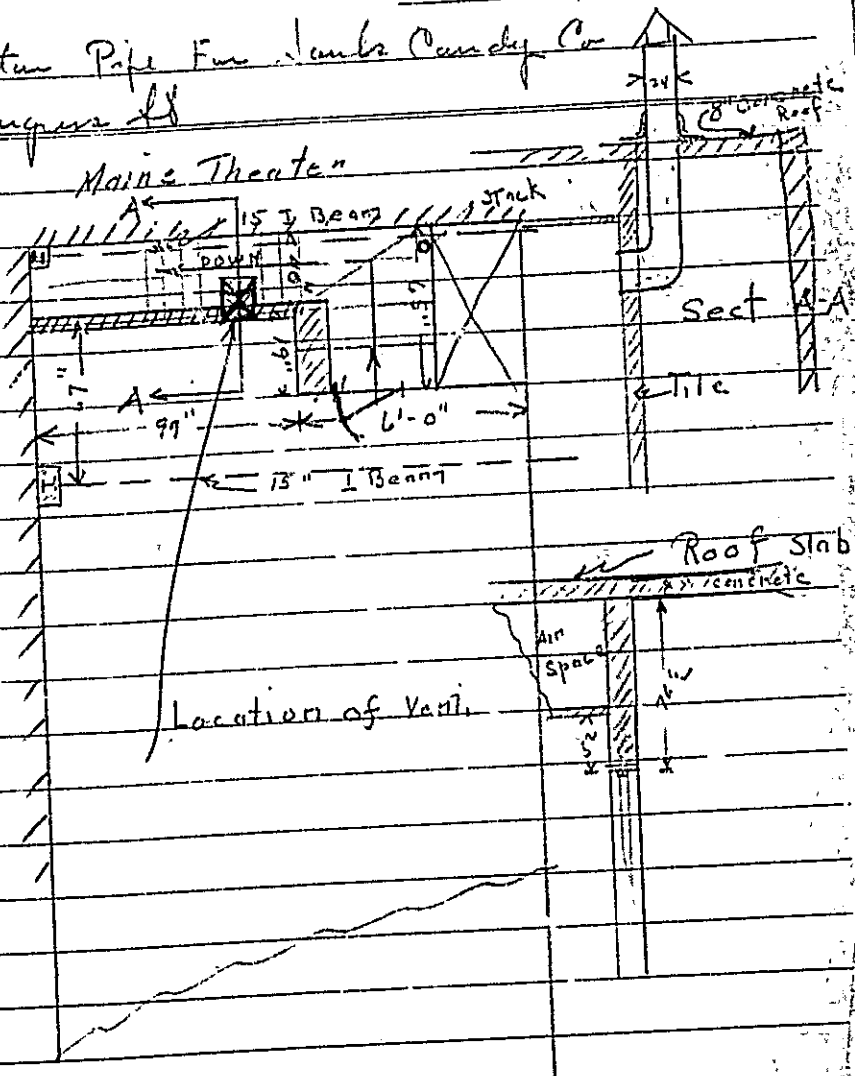
#641 Congress St

ATTENTION OF

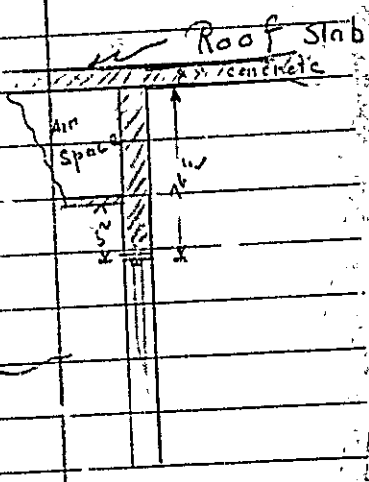
Maine Theater

Phone 24796

Columbia Hotel



Location of Vent.



24 gauge 20x24 used as shown above

C. H. Gailley & Son  
Chf Gailley

LOCATION - 641 Longview St

DATE 3/2/48

PERMIT

INQUIRY

COMPLAINT

✓ A.S.

To check

~~roof~~

3/2/48 - This looks O.K. to me. Have talked with Clil Gailen about its Partition and roof slab thru which vent passes are of masonry. Vent will be extended in upper part of cell on stair way and into exhaust pipe from candy kitchen - A.S.



(C) GENERAL BUSINESS ZONE  
APPLICATION FOR PERMIT

Class of Building or Type of Structure Second Class  
Portland, Maine, March 1, 1949

PERMIT ISSUED

00237  
MAR 8 1949

CITY of PORTLAND

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

The undersigned hereby applies for a permit to ~~erect~~ alter ~~reconstruct~~ install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code and Zoning Ordinance of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 64 1/2 Congress Street Within Fire Limits yes Dist. No. 1  
Owner's name and address Rines Estate - Agt. Richard Davis Telephone \_\_\_\_\_  
Lessee's name and address Soule's Candy Kitchen, 64 1/2 Congress Street Telephone \_\_\_\_\_  
Contractor's name and address G. H. Gailey & Sons, 64 1/2 Forest Ave. Telephone 2-5606  
Architect \_\_\_\_\_ Specifications \_\_\_\_\_ Plans yes No of sheets 1  
Proposed use of building Store No. families \_\_\_\_\_  
Last use \_\_\_\_\_ No. families \_\_\_\_\_  
Material brick No. stories 1 Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_  
Other buildings on same lot \_\_\_\_\_  
Estimated cost \$ \_\_\_\_\_ Fee \$ 1.00

General Description of New Work

To install mechanical ventilation, as per plan.

CERTIFICATE OF OCCUPANCY  
REQUIREMENT IS WAIVED

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. PERMIT TO BE ISSUED TO C. H. Gailey & Sons

Details of New Work

Is any plumbing involved in this work? \_\_\_\_\_ Is any electrical work involved in this work? \_\_\_\_\_  
Height average grade to top of plate \_\_\_\_\_ Height average grade to highest point of roof \_\_\_\_\_  
Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_  
Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_ cellar \_\_\_\_\_  
Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
Kind of roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_  
No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_ Kind of heat \_\_\_\_\_ fuel \_\_\_\_\_  
Framing lumber—Kind \_\_\_\_\_ Dressed or full size? \_\_\_\_\_  
Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_  
Girders \_\_\_\_\_ Size \_\_\_\_\_ Columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.  
Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_ number commercial cars to be accommodated \_\_\_\_\_  
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

Miscellaneous

Will work require disturbing of any tree on a public street? no  
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Soule's Candy Kitchen  
G. H. Gailey & Sons

APPROVED

*B. J. G. S.*

Signature of owner By \_\_\_\_\_

*C. H. Gailey*

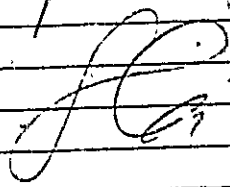
INSPECTION COPY

Permit No. 48/237  
Location 641 Congress St.  
Owner Sculler Candy Kitchen  
Date of permit 3/3/48  
Notif. closing-in \_\_\_\_\_  
Inspn. closing-in \_\_\_\_\_  
Final Notif. \_\_\_\_\_  
Final Inspn. \_\_\_\_\_  
Cert. of Occupancy issued \_\_\_\_\_

NOTES

3/9/48. Work not started. etc.

4/29/48. Signed





(C) GENERAL BUSINESS ZONE PERMIT ISSUED  
APPLICATION FOR PERMIT

Permit No. 12

Class of Building or Type of Structure First Floor JUL 23 1943

Portland, Maine, July 11, 1943

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to ~~erect~~ alter ~~install~~ the following building structure ~~equipment~~ in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 177 Congress Street Within Fire Limits yes Dist. No. 1  
Owner's or Lessee's name and address P. H. Pines Co., 615 Congress St. Telephone \_\_\_\_\_  
Contractor's name and address C. Hall & Sons, 16 Portland St. Telephone 2-3142  
Architect John Howard & John Calvin Stevens, 157 Middle St. Plans filed yes No. of sheets 1  
Proposed use of building Store No. families \_\_\_\_\_  
Other buildings on same lot \_\_\_\_\_  
Estimated cost \$ 200 Fee \$ 11.00

Description of Present Building to be Altered

Material br/ot No. stories 1 Heat \_\_\_\_\_ Style of roof flat Roofing T&O  
Last use Store No. families \_\_\_\_\_

General Description of New Work

To cut in new skylight 3'0" x 5'6" as per plan (near center of store)  
metal sash and wire glass

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor.

Details of New Work

CERTIFICATE OF COAR AND  
DEPARTMENT IS WAIVED

Is any plumbing work involved in this work? \_\_\_\_\_  
Is any electrical work involved in this work? \_\_\_\_\_ Height average grade to top of plate \_\_\_\_\_  
Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ Height average grade to highest point of roof \_\_\_\_\_  
To be erected on solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_  
Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_ cellar \_\_\_\_\_  
Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
Kind of roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_  
No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_  
Kind of heat \_\_\_\_\_ Type of fuel \_\_\_\_\_ Is gas fitting involved? \_\_\_\_\_  
Framing lumber—Kind \_\_\_\_\_ Dress'd or full size? \_\_\_\_\_  
Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_  
Material columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
Studs (outside walls and carrying partitions) 2x4-16" O. C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.  
Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

If a Garage

No. cars now accommodated on same lot \_\_\_\_\_ to be accommodated \_\_\_\_\_  
Total number commercial cars to be accommodated \_\_\_\_\_  
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no  
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Signature of owner

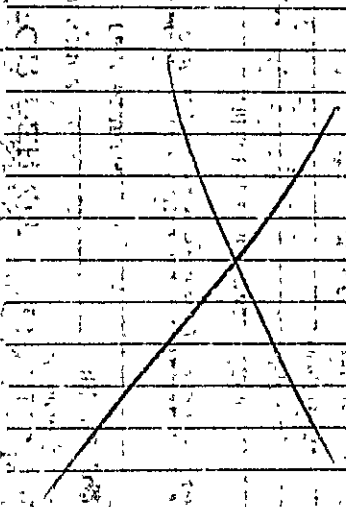
*John Howard Stevens*  
Architect

COPY

Permit No. 43/712  
Location: 637 Congress St.  
Owner: P. H. Rhodes Co.  
Date of permit: 7/23/43  
Notif. closing-in  
Inspn. closing-in  
Final Notif.  
Final Inspn. 4/8/44  
Cert. of Occupancy issued None

NOTES

7/24/43 Y.P.C. 1st floor  
2nd floor (C.A. 2nd) 5/17/44  
4/8/44 Work done. JH





GENERAL BUSINESS PERMIT ISSUED  
APPLICATION FOR PERMIT

Class of Building or Type of Structure \_\_\_\_\_

Permit No. 0934  
JUN 24 1938

Portland, Maine, June 23, 1938

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to erect, alter, install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 641 Congress Street Within Fire Limits? yes Dist. No. 2  
Owner's or Lessee's name and address George F. Soule, 641 Congress St. Telephone \_\_\_\_\_  
Contractor's name and address Ballard Oil & Equipment Co., 858 Cumberland Ave. Telephone 2-1391  
Architect \_\_\_\_\_ Plans filed yes No. of sheets \_\_\_\_\_  
Proposed use of building Store No. families \_\_\_\_\_  
Other buildings on same lot \_\_\_\_\_  
Estimated cost \$ 1,000. Fee \$ 1.00

Description of Present Building to be Altered

Material brick No. stories 1 Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_  
Last use Store No. families \_\_\_\_\_

General Description of New Work

To install refrigeration

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor.

NOTIFICATION BEFORE LATENESS OR CLOSING IN IS WAIVED  
CERTIFICATION OF OCCUPANCY REQUIREMENT IS WAIVED

Details of New Work

Height average grade to top of plate \_\_\_\_\_  
Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ Height average grade to highest point of roof \_\_\_\_\_  
To be erected on solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_  
Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_ cellar \_\_\_\_\_  
Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
Kind of Roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_  
No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_  
Kind of heat \_\_\_\_\_ Type of fuel \_\_\_\_\_ Is gas fitting involved? \_\_\_\_\_  
Framing Lumber—Kind \_\_\_\_\_ Dressed or Full Size? \_\_\_\_\_  
Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_  
Material columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
Studs (outside walls and carrying partitions) 2x4-16" O. C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.  
Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_  
If a Garage  
No. cars now accommodated on same lot \_\_\_\_\_ to be accommodated \_\_\_\_\_  
Total number commercial cars to be accommodated \_\_\_\_\_  
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no  
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

INSPECTION COPY

Signature of owner

George F. Soule  
By Ballard Oil & Equipment Co.

By

*[Handwritten Signature]*

22-149

Permit No. 38/934

Location 641 Cinglers St.

Owner George F. Soule

Date of permit 6/24/38

Notif. closing-in

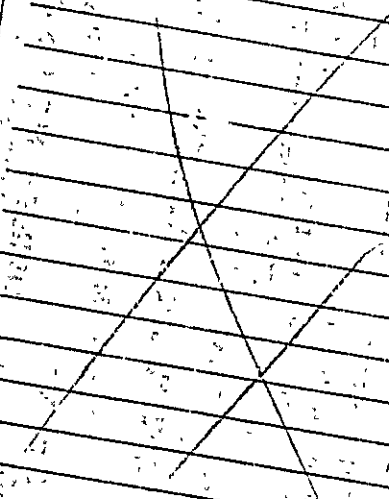
Inspn. closing-in

Final Notif.

Final Inspn.

Cert. of Occupancy issued None

NOTES







(3) GENERAL BUSINESS ZONE  
APPLICATION FOR PERMIT

Permit No. 0589

Class of Building or Type of Structure Second Class

MAY 4 1937

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

Portland, Maine, May 3, 1937

The undersigned hereby applies for a permit to erect alter install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 659 Congress Street Ward 5 Within Fire Limits? yes Dist. No. 1  
Owner's or Lessee's name and address P. H. Rines Estate, 645 Congress St. Telephone \_\_\_\_\_  
Contractor's name and address C. Hall & Sons, 46 Portland St. Telephone 2-3183  
Architect's name and address \_\_\_\_\_ Telephone \_\_\_\_\_  
Proposed use of building Store  
Other buildings on same lot \_\_\_\_\_ No. families \_\_\_\_\_  
Plans filed as part of this application? no No. of sheets \_\_\_\_\_  
Estimated cost \$ 400. Fee \$ .75

Description of Present Building to be Altered

Material brick No. stories 1 Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_  
Last use Store No. families \_\_\_\_\_

General Description of New Work

To remove 18' curtain wall (4" terra cotta) to include two present stores in one  
To close up one existing entrance door and put in plate glass window, no structural change

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor.

Details of New Work

CERTIFICATE OF OCCUPANCY  
NEED IS WAIVED

Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ Height average grade to top of plate \_\_\_\_\_  
To be erected on solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_  
Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_  
Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
Kind of Roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_  
No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_  
Kind of heat \_\_\_\_\_ Type of fuel \_\_\_\_\_ Is gas fitting involved? \_\_\_\_\_  
Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_  
Material columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
Studs (outside walls and carrying partitions) 2x4-16" O. C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.  
Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_  
If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_  
Total number commercial cars to be accommodated \_\_\_\_\_  
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no  
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

R. H. Rines Estate

Signature of owner

*Robert Hall*

INSPECTION COPY

7-13

Ward 5 Permit No. 37/589<sup>10</sup>

Location 639 Congress St.

Owner P. H. Pines Est

Date of permit 5/4/37.

Notif. closing-in

Inspn closing-in

Final Notif.

Final Inspn. 5/10/37

Cert. of Occupancy issued None

NOTES

5/7/37 - Where tile partitions are removed

7" I beams are to be put in to carry ends

of metal strapping that support middle

lath + plaster ceiling

A.G.S.  
5/10/37 - Beam in place  
A.G.S.



(3) GENERAL BUSINESS ZONE

# APPLICATION FOR PERMIT

Permit No. ISSUED 0446

Class of Building or Type of Structure Refrigeration APR 14 1937

Portland, Maine, April 13, 1937

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to ~~erect~~ <sup>alter</sup> install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 641 Congress Street Ward 5 Within Fire Limits? yes Dist. No. 1

Owner's or Lessee's name and address George F. Soule, 841 Congress St. Telephone \_\_\_\_\_

Contractor's name and address Ballard Oil & Equipment Co., 853 Cumberland Ave. Telephone 2-1981

Architect's name and address \_\_\_\_\_ Telephone \_\_\_\_\_

Proposed use of building Store No. families \_\_\_\_\_

Other buildings on same lot \_\_\_\_\_

Plans filed as part of this application? yes with Fire Dept. No. of sheets \_\_\_\_\_

Estimated cost \$ 500. Fee \$ .75

### Description of Present Building to be Altered

Material brick No. stories 1 Heat \_\_\_\_\_ Style of roof \_\_\_\_\_ Roofing \_\_\_\_\_

Last use Store No. families \_\_\_\_\_

### General Description of New Work

To install refrigeration  
(compressor in basement)

NOTIFICATION BEFORE LATHING  
OR CLOSING-IN IS WAIVED  
CERTIFICATE OF OCCUPANCY  
REQUIRED

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor.

### Details of New Work

Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ Height average grade to top of plate \_\_\_\_\_  
Height average grade to highest point of roof \_\_\_\_\_

To be erected on solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_

Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_

Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_

Kind of Roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_

No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_

Kind of heat \_\_\_\_\_ Type of fuel \_\_\_\_\_ Is gas fitting involved? \_\_\_\_\_

Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or Ldger board? \_\_\_\_\_ Size \_\_\_\_\_  
Material columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_

Studs (outside, walls and carrying partitions) 2x4-16" O. C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 8 feet. Sills and corner posts all one piece in cross section.

Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_

On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_

Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_

If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

### If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_

Total number commercial cars to be accommodated \_\_\_\_\_

Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

### Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

By George F. Soule  
Ballard Oil & Equipment Co.

INSPECTION COPY Chas. O. Sanborn Signature of owner  
By E. J. Taber

CHIEF OF FIRE DEPT.

70478

Ward 6 Permit No. 37/446

Location 41 Congress St.

Owner George A. Soule

Date of permit 4/14/37

Notif. closing-in

Inspn closing-in

Final Notif.

Final Inspn.

Cert. of Occupancy issued None

NOTES

CITY



(G) GENERAL BUSINESS ZONE

Permit No. 0158

APPLICATION FOR PERMIT **PERMIT ISSUED**

Class of Building or Type of Structure first class

Portland, Maine, March 3, 1938

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to erect alter install the following building structure equipment in accordance with the Laws of the State of Maine, the Building Code of the City of Portland, plans and specifications, if any, submitted herewith and the following specifications:

Location 8250 Congress St. Ward 5 Within Fire Limits yes Dist. No. 1

Owner's or Lessee's name and address Metoco Maine Theater of Portland Inc. 8250 Congress St Telephone 8-7248

Contractor's name and address Owner Telephone \_\_\_\_\_

Architect's name and address \_\_\_\_\_

Proposed use of building Theater No. families \_\_\_\_\_

Other buildings on same lot no

Plans filed as part of this application? no No. of sheets \_\_\_\_\_

Estimated cost \$ 25.00 Fee \$ .25

Description of Present Building to be Altered

Material brick No. stories 1 Heat steam Style of roof flat Roofing \_\_\_\_\_

Last use Theater No. families \_\_\_\_\_

General Description of New Work

To restore former opening between battery room connected to motion picture booth and a long room adjacent to the booth, the latter room formerly used in connection with picture projection but now to be used for rheostats, thus relieving the congestion in the booth

It is understood that this permit does not include installation of heating apparatus which is to be taken out **SEPARATE OF OCCUPANCY** **RELEASE** and in **WAIVED** the name of the heating contractor.

Details of New Work

Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories \_\_\_\_\_ Height average grade to top of plate \_\_\_\_\_ Height average grade to highest point of roof \_\_\_\_\_

To be erected on solid or filled land? \_\_\_\_\_ earth or rock? \_\_\_\_\_

Material of foundation \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_

Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_

Kind of Roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Roof covering \_\_\_\_\_

No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_

Kind of heat \_\_\_\_\_ Type of fuel \_\_\_\_\_ Is gas fitting involved? \_\_\_\_\_

Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_

Material columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_

Studs (outside walls and carrying partitions) 2x4-16" O. C. Girders 6x8 or larger. Bridging in every floor and flat roof span over 6 feet. Sills and corner posts all one piece in cross section.

Joists and rafters: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_

On centers: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_

Maximum span: 1st floor \_\_\_\_\_, 2nd \_\_\_\_\_, 3rd \_\_\_\_\_, roof \_\_\_\_\_

If one story building with masonry walls, thickness of walls? \_\_\_\_\_ height? \_\_\_\_\_

If a Garage

No. cars now accommodated on same lot \_\_\_\_\_, to be accommodated \_\_\_\_\_

Total number commercial cars to be accommodated \_\_\_\_\_

Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building? \_\_\_\_\_

Miscellaneous

Will above work require removal or disturbing of any shade tree on a public street? no

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Metoco Maine Theatre of Portland, Inc.

Signature of John M. Quincey, Jr.

INSPECTION COPY

63770

Ward 5 Permit No. 36/158

Location 635C Congress St.

Owner Nitroco Marine Theatre of Portland, Inc.

Date of permit 3/3/36

Notif. closing-in

1. spn. closing-in

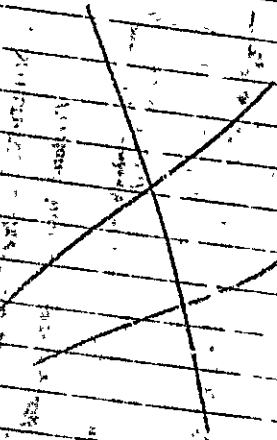
Final Notif.

Final 1. spn: 3/9/36

Cert. of Occupancy issued None

NOTES:  
3/9/36 P.I.T. - A.G.S.

RECEIVED FOR PERMIT



Main Theatre project on margin 10/4/04  
 13 of Brunt

Steel

$4 \text{ I} = 60 \times 9.8 = 588 \text{ lb}$   
 $6 \text{ T} = 72 \times 67 = 4824$   
 $3 \text{ I} = 39 \times 20.7 = 807 \text{ lb}$

Roof 13x11x11-6 (gy form) = 1877

Flare ceiling

$304 \text{ L}$   
 $4919$   
 $150$   
 $5069$

Hexagon on sides =

$1550$   
 $39 \times 24 = 570 \text{ lb}$   
 $38 \times 24 = 912$   
 $5981$

$M = (5981 \times 6 + 570 \times 12) \times 12 = (35886 + 6840) \times 12$   
 $= 42726 \times 12$   
 $14.242$   
 $42726 \times 12 = 28.484$

OK Sect. mod of 12" I @ 20.7" = 21.4 of 2 = 42.8

BOSTON

PROVIDENCE

SPRINGFIELD

WORCESTER

# C. I. BRINK

## ELECTRIC SIGNS

*Claude Neon Tubes*

ESTABLISHED 1886

147 WEST FOURTH STREET  
SO. BOSTON, MASS.

*Outdoor Advertising*

TERMS OF WARRANTY UNDER WHICH THIS AGREEMENT, OFFER OR ACCEPTANCE IS MADE ARE THAT MATERIAL PROVING DEFECTIVE WHEN USED FOR THE PURPOSE ORDERED WILL BE REPLACED WITHIN ONE YEAR. NO CLAIM FOR LABOR DAMAGES WILL BE ALLOWED. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS OF CARRIERS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. LICENSES, TAXES, PERMIT FEES AND ALL CHARGES PERTAINING TO SAME NOT INCLUDED IN QUOTATIONS. QUOTATIONS FOR RENTAL AGREEMENTS OR LEASES ARE NOT VALID OR BINDING EXCEPT ON SPECIAL FORMS PROVIDED, CONTAINING SPECIFICATIONS AND CONDITIONS APPROVED IN WRITING BY C. I. BRINK.

October 24, 1934.

City of Portland,  
Dept. of Building Inspection,  
Portland, Maine.

Gentlemen:-

In accordance with your request,  
we are herewith informing you that the mar-  
quee signs which we are building for the  
Netoco Maine Theatre of Portland are ready  
for your inspection.

Will you kindly give this matter  
your prompt attention, as we plan to erect  
these signs the first of next week.

Thanking you, we are

Yours very truly,

C.E.M:S.

C. I. BRINK.

*Charles E. Miller*



September 26, 1934

G. I. Brink,  
147 West 4th St.,  
South Boston, Mass.

Gentlemen:

With reference to the proposed signs on the marquee of the  
Maine Theatre at 825 Congress Street this City, our regulations pro-  
vide that no part of such an advertising device shall be higher than  
sixteen (16) feet above the sidewalk and the general average of the  
upper outline of such an advertising device shall not exceed fourteen  
(14) feet above the sidewalk.

Upon examination of your plan it appears that you have kept  
within the sixteen feet maximum limit but have exceeded the fourteen  
foot average since practically the entire length of the top of the  
sign scales fifteen feet six inches above the sidewalk. It seems  
to me that no possible stretch of judgment could call this upper out-  
line an average of fourteen feet above the sidewalk.

Please have the plan revised to comply with the law in this  
particular and furnish a copy.

Very truly yours,

Inspector of Buildings.

MoD/T

BOSTON

PROVIDENCE

BRIMFIELD

WESTER

# C. I. BRINK

## ELECTRIC SIGNS

*Claude Neon Tubes*

ESTABLISHED 1888  
147 WEST FOURTH STREET  
SO. BOSTON, MASS.

*Outdoor Advertising*

TERMS OF WARRANTY UNDER WHICH THIS AGREEMENT, OFFER OR ACCEPTANCE IS MADE ARE THAT MATERIAL PROVING DEFECTIVE WHEN USED FOR THE PURPOSE ORDERED WILL BE REPLACED WITHIN ONE YEAR. NO CLAIM FOR LABOR DAMAGES WILL BE ALLOWED. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS OF CARRIERS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. LICENSES, TAXES, PERMIT FEES AND ALL CHARGES PERTAINING TO SAME NOT INCLUDED IN QUOTATIONS. QUOTATIONS FOR RENTAL AGREEMENTS OR LEASES ARE NOT VALID OR BINDING EXCEPT ON SPECIAL FORMS PROVIDED, CONTAINING SPECIFICATIONS AND CONDITIONS APPROVED IN WRITING BY C. I. BRINK.

September 21, 1934.

Building Department,  
City of Portland,  
Portland, Maine.

Atten: Mr. Warren MacDonald.  
Re.--Maine Theatre Sign.-

Dear Sir:

I am enclosing blue print and applications for a proposed addition of three (3) signs to the present marquee, at #535 Congress Street.

We intend to strip off the outside ornament now there and build in signs on front and end of this marquee. We are supporting these signs on the present channels and re-flash the backs of them to the present gutter, so as not to disturb the present drainage. The signs, when completed, become part of the present marquee.

It is also proposed to put up a new ceiling to be hung under the other one now there. It is to contain six (6) panels with fixtures for 100-watt lamps each. Same is to fasten to the present 7" channels by 1" thick bent straps, as shown on blue print.

The approximate weight of this ceiling is about 150#, making a total weight added of approximately 1650#. However, in taking off about 450# of outside ornament trim, and replacing same with signs, the correct weight added is approximately 1200#.

Please check up these blue prints and send permits if o.k. to C.I. Brink, 147 W. Fourth Street, South Boston, Mass.

Enclosed please find check for three dollars (\$3.00) covering permits, etc. for three (3) signs.

Very truly yours,

C. I. BRINK

*Frank J. Tibbitts*

FPT:PS

Enc:

*Warren MacDonald  
only 1 -*

September 24, 1934

C. I. Brink  
147 West Fourth Street  
South Boston, Mass.

Gentlemen:

With reference to your application for permit to erect signs on the marquee of the Maine Theatre at 635 Congress Street, I am returning herewith the original of this application and your check for three dollars (\$3.00.)

Please have this copy of the application signed in ink by some responsible member of the firm and return to this office. The fee for this permit is only one dollar (\$1.00) since the signs are practically a unit on a single marquee. Please forward your check for one dollar (\$1.00) with the application when it is returned.

Very truly yours,

Inspector of Buildings,



GENERAL BUSINESS ZONE

# APPLICATION FOR PERMIT TO ERECT SIGN OVER PUBLIC SIDEWALK OR STREET

ISSUED  
Permit No. 1552  
AUG 8 1934

RECEIVED  
SEP 24 1934

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.  
 The undersigned hereby applies for a permit to erect the following described sign extending over a public sidewalk or street in accordance with the Building Code of the City of Portland, and the following specifications:  
 Location 635 Congress Street Portland, Maine  
 Ward \_\_\_\_\_ Within Fire Limits? Yes  
 Owner of building to which sign is to be attached Maine Theatre, 635 Congress Street.  
 Name and address of owner of sign NETOCO MAINE THEATRE OF PORTLAND  
 Contractor's name and address G. I. Brink, 147 West Fourth St., South Boston, Massachusetts. Telephone South Boston 0091  
 When does contractor's bond expire? June 14th, 1935.

No. stories one  
 Information Concerning Building: \_\_\_\_\_  
 Material of wall to which sign is to be attached Signs are attached to brick and concrete wall.  
 Details of Sign and Connections: \_\_\_\_\_  
 Vertical dimension after erection 7'-0" overall  
 Horizontal 12'-0" and 15'-6"  
 Will there be any hollow spaces? yes  
 Any rigid frame? yes

Electric? Yes, NECK type  
 Weight Total approx. 1600 lbs.  
 Material of frame angle iron  
 No. rigid connections three to each sign  
 No. advertising faces three  
 Are they fastened directly to frame of sign? yes  
 No. through bolts six each  
 Size 1/2" diameter  
 Length varies.  
 Location, top or bottom near bottom of signs thru channel iron of present marquee.  
 No. guys none  
 material XX  
 Size XX

Minimum clear height above sidewalk or street 9'-0"  
 Maximum projection into street 12'-0" + 5" = 12'-5" total proj. Present marquee now is 12'-5".  
 Present marquee now is 12'-5".

INSPECTION COPY

Signature of contractor  
**Oliver T. Sanborn**  
 CHIEF OF FIRE DEPT.

Fee \$ \_\_\_\_\_  
G. I. BRINK, 147 W. 4th St., So. Boston, Mass.

CERTIFICATE OF OCCUPANCY  
 REQUIREMENT IS WAIVED  
 THAT IS ATTACHED TO PRESENT MARQUEE