

7-43 BEAN POT CIRCLE



# AMENDMENT TO APPLICATION FOR PERMIT

Original Permit No. 125/3000  
Amendment No. 1

Portland, Maine, March 5, 1916

To the **INSPECTOR OF BUILDINGS, PORTLAND, ME.**  
The undersigned hereby applies for an amendment to Permit No. 45/1217 pertaining to the building or structure com-

prising a original application 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: Water Street  
Owner's name and address: Curtham & Morrill Co., 15 Water Street Within Fire Limits? Yes Dist. No. \_\_\_\_\_  
Contractor's name and address: Robert Verrier Construction Co., 15 Water Street No. of Sheets 11  
Plans filed as part of this Amendment: Yes Is any electrical work involved in this work? Yes  
Increased cost of work: \$0.000 Additional fee: 11.25

Framing Lumber: Kind? \_\_\_\_\_ Dressed or Full Size? \_\_\_\_\_  
Architect: John Edward and John Calvin Stevens  
Description of Proposed Work: Construct 1 story and basement concrete spondrels and glass brick addition as per plans. See original application 45/1217 for foundation.  
Plans to be used for taking and setting.

Sent to Health Dept. 3/16/16  
Rec'd. from Health Dept. 3/16/16

Signature of Owner By: E. B. Morrill  
Curtham & Morrill Co.  
Robert Verrier Construction Co.

Approved: 5/4/16 W.M.S.  
Inspector of B

\_\_\_\_\_  
Chief of Fire Department.  
\_\_\_\_\_  
Commissioner of Public Works.

JOHN CALVIN STEVENS, F. A. I. A.  
JOHN HOWARD STEVENS, A. I. A.  
Architects, Portland, Maine

Specifications for Work as hereafter Described  
In submitting bids, only the exact material specified shall be figured. No substitutions will be ever considered until after the contract is made.

GENERAL CONDITIONS AND DUTIES OF CONTRACTORS

1. **EXAMINATION OF PREMISES:** The contractor must have, and will be held to have, examined the premises, and familiarized himself with all existing conditions which shall in any way affect the prosecution of his work, and no allowance will subsequently be made in his behalf for any conditions which he may have neglected to observe.
2. In case of existing work to which this contractor's work must be attached or connected, he must carefully examine same and take all necessary measurements to make his work fit properly, and he shall at once report to the architects any apparent discrepancy between existing conditions and the drawings or specifications. Should he proceed without doing this, any necessary changes ordered by the architects shall be made at the cost and expense of the contractor.
3. **CONTRACTOR'S RESPONSIBILITY:** The contractor shall give his personal superintendence to the work and shall furnish all labor, material, tools, equipment, light, power and appliances of every kind necessary to complete the work in every particular in accordance with the true intent and meaning of the drawings and specifications, of which intent and meaning the architects shall be the interpreters, and their decision in any and all cases shall be final. He shall furnish a foreman who shall be kept continually upon the work from the beginning until the ending of the contract.
4. The contractor shall make early provision for all sub-contracts and for all materials so that all materials and labor shall be furnished at such times as shall be for the best interests of all contractors concerned, to the end that the combined work of all may be properly and fully completed on contract time.
5. The contractor will be held strictly responsible for the condition of his work when the building is delivered to the Owner, and shall make good any damage which may occur to the work during the progress of other works as and when directed by the architects, so that upon delivery, the work shall be left in a thoroughly clean and perfect condition.
6. It is not incumbent upon the architects to notify the contractor when to begin, to cease or to resume work, nor in any way to superintend in such manner as to relieve the contractor of the responsibility, or of any consequence of neglect or carelessness by him or his employees or subordinates. The main contractor in case of sub-contracts shall provide a foreman or superintendent who shall see that sub-contractors faithfully perform their work and deliver material called for under their sub-contract, and the architects will in no wise assume any responsibility for following these sub-contractors through the prosecution of their work other than the general superintendence which the architects give to the work. The full responsibility shall be upon the main contractor for the delivery of proper work by his sub-contractors.
7. The owner reserves the right to let other contracts in connection with the work and this contractor must give reasonable opportunity for other contractors to store material and prosecute their work, and shall work in harmony with them to facilitate proper progress. Should this contractor damage the work or material of other contractors, he shall be responsible therefor and hold the owner harmless of all expense in connection therewith.
8. This contractor shall, if directed by architects, prohibit putting up of signs, or advertisements, and shall not allow fires or smoking on the premises except by permission of the architect. The contractor shall at all times provide facilities for access of owner or architect for purpose of inspection to all work or material whether in preparation or progress.
9. **SUB-CONTRACTS:** No portion of the work shall be sublet or assigned by the contractor except by permission of the owner or architects. The contractor shall, when submitting his bid, give a list of all sub-contractors, which list must be approved by the architects or owner before signing contract unless such provision is specifically waived in writing, but no such approval of sub-contractors shall relieve the main contractor from full responsibility for all work embodied in sub-contracts.
10. **MATERIAL:** All materials shall be of the best quality of their respective kinds and shall be furnished in ample quantities for the expeditious execution of the work. Where materials are described under specific names with the option of substituting other materials which are the equal thereof, it shall be understood as fixing a specific standard by which the architects will judge of their character and sufficiency, and any material proposed to be substituted by the contractor shall be submitted to the architects, and must be approved by them in writing before being used on the work, and the architects shall be the sole judges as to whether the proposed material is equal to that specified, and their decision shall be final. When owner is given choice of materials, it shall be the duty of the contractor to ascertain from the owner his decision regarding such material before doing any work in connection with the installation of such material, and should he fail to obtain such decision before proceeding with the work, he shall make any necessary changes for the installation of the selected material without cost to owner. Where materials are not specifically described, they shall be of a kind and quality best adapted to the purposes for which they are intended to be used, and the architects shall be the sole judges of the kind and quality to be used and their decision shall be final and binding.  
In case of alterations and additions to existing buildings it shall be understood that the contractor shall use in the work any existing material if conforming to the specifications, and that any excess of the old material shall be the property of the contractor, unless in the specification such material is otherwise disposed of.
11. **MATERIAL BY OWNER:** Any material furnished by the owner under allowance or otherwise, to be used or put in place by the contractor, shall be received by the contractor, who shall then become responsible for it. Such material shall remain the property of the owner, however, and any excess, or wast thereof, shall be deposited on the premises as directed, and the contractor shall be wholly responsible for it until his contract is complete. See § 36.

12. **EXPLANATION OF PLANS:** The plans and specifications are to be the guide in executing the work and form the basis of the contract, and should the contractor or his representatives obtain explanations or interpretations from employees in the architects' office, which do not strictly conform to plans and specifications, either for guidance in estimating, or for executing the work, or for furnishing material, such interpretation shall not be held to change conditions of the contract. Information or interpretation must come directly from the architects or their superintendent in charge of the work.
13. Where no figures or memoranda are given, the drawings shall be carefully followed according to their scale, but figures or memoranda are to be preferred to the scale in all cases of difference. In any and all cases of discrepancy of figures, the matter shall be immediately submitted to the architects for their decision, and without such decision, said discrepancy shall not be adjusted by the contractor save and only at his own risk, in which case, in the settlement of any complication arising from such adjustment, the contractor shall pay all the extra expenses involved.
14. The drawings and specifications shall be considered co-operative and work or material called for by the one and not mentioned by the other, or vice versa, but necessary to fulfill the evident intent, is to be done and furnished in as faithful and thorough a manner as though fully treated of by both, but in case of discrepancy between plan and specifications, the plan shall govern as to form, and the specifications shall govern as to material.
15. Detail drawings will be given of such portions of the work as the architects may desire to explain more fully, and any work constructed without such detail drawings, except by permission expressly obtained, or not in accordance with them must be taken down and replaced by other work in accordance with them, at the contractor's expense, if so ordered by the architects.
16. **DRAWING FURNISHED:** Two complete sets of general drawings and specifications, and two copies of all full sized details will be furnished to the general contractor, and one set or part of a set of general drawings and specifications to each of the principal sub-contractors. Any additional sets desired by the contractor will be furnished to him at the cost of making same.
17. All drawings and memoranda relating to the work are instruments of service to be used for this particular work only, and are the property of the architects, and shall be carefully used and returned to them at completion or cessation from any cause of the work, and all drawings and specifications must be returned to architects before the issuance of final certificate for payment. The contractor shall at all times keep one copy of specifications and one copy of plans and details on the work accessible to architects.
18. **CHANGES:** In case of any additions or omissions in the work, such changes shall be made by the contractor upon receiving written order from the architects, and in such case the architects shall determine and fix the amount to be added to or deducted from the contract price, and this amount shall be binding upon owner and contractor, subject to arbitration as provided in § 27.
19. No alterations shall be made in the work except by written order of the architects; the amount to be paid by the owner or allowed by the contractor by virtue of such alterations to be stated in said order. Should the owner and contractor not agree as to amount to be paid or allowed, the work shall go on under the order required above, and in case of failure to agree, the determination of said amount shall be referred to arbitration as provided for in § 27.
20. **EXTRAS:** Any extra work done without a written order shall be at the risk and expense of the contractor. The contractor shall at time of signing contracts file with the architects unit prices as the architects may require, and any additions or alterations will be adjusted by the architects on the basis of the unit prices thus filed, any deductions to be made at the unit price, net, and any additions will have 10% added as contractor's profit. Where changes involve both omission and addition, the net addition only will have the 10% added.
21. **PROTECTION:** All work and material must be protected from damage of any kind or sort during the progress of all the works, by boxing or other protection as ordered by the architects, and the work must at all times be protected from the weather as directed, closing all wall openings with suitable heavy cloth or with boards, as soon as the roof is in place, if so ordered by the architects. The contractor shall be fully responsible for all damage that may occur to any of the material or workmanship and make good the same without expense to owner.
22. **TEMPORARY HEAT:** As soon as building is closed in, the contractor shall furnish any necessary artificial heat for the drying of plaster or protection of other work until the building is completed and delivered to the owner, and in case the work is executed under separate contracts, the carpenter shall furnish and pay for all the heat as above described, and such heat shall be furnished in a manner satisfactory to the architect.
23. **PAYMENTS:** The contractor at the time of signing contract shall furnish to the architects an itemized statement of his contract in a form to be used by the contractor in making application for payments, and such form shall be filled out in manner directed by the architects, showing the divisions of the contract sum by departments, and applications for payments shall be made upon such forms in manner as directed by the architects. Upon presentation of these applications, the architects will check the same and shall issue certificates for payments from time to time, or as may be specially agreed to by the contract, but no payment shall be made by the owner except upon certificates from the architects, and the last certificate for final payment shall not be issued until the contractor has returned to the architects all drawings and specifications, and the contractor shall satisfy the architects that no lien or other claims lie against the property. Before any payment, the contractor shall, if so demanded by the architects, provide evidence that there are no claims chargeable against the property.
24. No payments on account during the progress of the work under the contract, or for extra work, nor the final payment, shall be construed as an acceptance of defective work, but the contractor shall be responsible for any defective work or material for a term of twelve months after the date of acceptance of the building, and shall if so ordered furnish the owner a written guarantee to make good such defective work or material.

25. The architects may withhold any certificate or part of the amount thereof on account of defective work not remedied; claims filed or reasonable evidence of the probable filing of claims, damage to other contractors, or a reasonable doubt that contract cannot be completed for the balance then unpaid. When the defective work is made good, and other claims settled, certificates shall be at once issued for the amounts thus withheld.
26. **DEFECTIVE WORK:** Any materials or workmanship which may be defective or deficient in any of the requirements of the drawings or specifications, or any work which may have been damaged previous to the owner's acceptance of the building, shall be removed, reconstructed or refinished by the contractor, at his own expense, to the satisfaction of and when directed by the architects; or, if the nature of the defect, deficiency or damage is such that it is not, in the opinion of the architects, expedient to have it corrected, the owner shall have the right to deduct from the contract price such sum of money as the architects may consider a proper equivalent for the difference in value between the work furnished and that required by the drawings and specifications. Should owner and contractor not agree as to the amount to be allowed under such conditions, in case of failure to so agree, the determination of said amount shall be referred to arbitration as provided in § 27 below. Any damage done to the building by reason of such defective work or material or damage done to the work of this contractor or to the work of other contractors in correcting any such defect, deficiency or damage, or in any other way, shall be made entirely good at the expense of the contractor causing the damage.
27. **ARBITRATION:** In case the owner and contractor fail to agree in relation to matters of payment, allowance or loss or should either of them dissent from a decision of the architects, which dissent shall have been filed in writing with the architects within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the owner and one person selected by the contractor, these two to select a third. The decision of any two of this board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.
28. **CUTTING, ETC.:** The contractor shall render assistance to the other mechanics in every way in which his especial work can be of service, and such assistance shall be given promptly and thoroughly, doing such cutting through his own work and all necessary patching, as may be required to install the various constructional portions or apparatus furnished by the other contractors as hereafter noted, and shall be substantial and left in such condition as directed by the architects, when the building is completed. In case of cutting through the various parts of the building being required, such cutting and patching shall be done by the party whose work it is, but the expense of such cutting and patching shall be borne by the party whose requirement made such cutting and patching necessary, except that the simple boring of timbers for the passage of conduit or wires or small pipe not larger than 1 inch shall be done by the party who is installing the work.
29. **LOCAL LAWS:** The contractor must perform his work in accordance with the local ordinances governing such construction or work or labor whether the same is specifically mentioned in the specifications or not. He must be responsible for all violations of law caused by obstructing streets, sidewalks, etc., and shall give to the Board of Works, Local Commissioners, Surveyors, or the proper officials, all requisite notices and obtain official licenses where required for temporary enclosures, openings into sewers, etc., and shall pay all proper and legal fees and charges to public officers and neighboring proprietors arising from the carrying out and constructing of all work mentioned in these specifications.
30. **BUILDING PERMIT:** In case of separate contracts, the first contractor to work upon the site shall obtain from the proper official and pay for the Building Permit, and shall deliver same to the owner, but in case of one general contract, the main contractor shall obtain and pay for such permit as here provided.
31. **NOTICE OF PUBLIC OFFICERS:** The contractor shall at all times as demanded by the law, notify the Inspector of Buildings or Inspector of Plumbing, or Inspector for New England Insurance Exchange, or other town or city officials, that his work is ready for inspection, and should any expense be incurred owing to the negligence of the contractor in this respect, he shall be entirely responsible for such additional expense.
32. **DAMAGE AND CARE:** He shall make good any damage in the work occasioned to adjoining premises, shall keep up lights by night as required, construct proper enclosures, fences and walks for the convenience and protection of the public during the progress of works, and shall perfectly reinstate pavements should such be damaged, to the satisfaction of the public or town or city officials, and shall hold the owner harmless for any damage or expense arising therefrom. The contractor shall assume all risk and bear any loss occasioned by neglect, by unforeseen or unusual obstructions or difficulties encountered during the prosecution of the work, by the action of the elements, by fire except as provided by § 33, or by casualties of every description affecting any person or property or caused by any act or omission by the contractor, and shall be fully responsible for any and all damage to workmen or others employed upon the building either by himself or by sub-contractors or other contractors or persons whose duties require their presence on the work. See § 33.
33. **INSURANCE:** The contractor shall carry Liability Insurance as required by law, or in such amount as architects require, and shall hold the owner harmless from any injuries to persons or properties during the progress of the work. The owner shall during the progress of the work maintain insurance on said work, in his own name and in the name of the contractor, against loss or damage by fire, lightning, earthquake, cyclone or other casualty. The policies to cover all work incorporated in the building and all materials for the same in or about the premises, and shall be made payable to the parties hereto, as their interest may appear.
34. **RUBBISH:** At completion of his work, and at such times as architects direct, he shall remove all rubbish and other waste materials from the premises.
35. **WALKS:** He shall at all times keep public walks free from obstructions, and clear for public travel, and this clause is intended to mean the clearing of snow or other material from the sidewalks or walks whenever necessary, or when directed by the architects.

36. **ALLOWANCES:** In all cases in this specification where a certain sum is named as the cost of any article to be furnished by the contractor, the sum shall be considered in the nature of an allowance, and the owner shall be at liberty to withdraw the same from the contract price, furnishing the material or goods in place and shall be responsible for same when delivered to him. In all cases the contractor shall put said material or goods included in the contract price, and the contractor shall be held to have added any profit on such amounts, so that in case of withdrawal, he shall have no claim for added compensation.
37. **LINES AND LEVELS:** Should it be necessary to employ an Engineer to properly lay out the work, the contractor shall furnish and pay for such service when so directed by the Architects. Carpenter will lay out building, set up necessary batter boards, etc., and furnish lines and levels for masons, at such times as directed by the Architects, except that in case of separate contracts, the first contractor to work upon the site shall furnish a competent carpenter or engineer approved by architects, and set all batter boards, furnishing lines and levels and be fully responsible for the accuracy of same. The carpenter shall call upon the mason to assist him in this work and the mason shall at such times render assistance at once, as both carpenter and mason will be held responsible for the accuracy of the work. The carpenter shall at all times keep watch over the work of the mason and other contractors where it comes in connection with his own work to insure proper joining of the various parts. In other words, he shall maintain a superintendence over the general construction in order to ensure proper accuracy in his own work and in the final result.
38. **PRIVY:** The first contractor who starts work on the site shall when work is in separate contracts (or main contractor in case of one general contract) at once construct a temporary privy on the lot. This privy to be arranged as the architects direct, and at a suitable time or when directed by the architects, the builder of the privy shall remove the same, cleaning out the accumulation of filth and put the premises into perfect condition as the architects direct. In case of work done in city proper, contractor shall make provision for connection with city sewer under such regulations as Board of Health, or other officials having authority shall determine.
39. As soon as the plumbing work is in such condition as will allow it, the plumbing contractor shall fit up a temporary water closet for the use of the workmen, with proper connection to public sewer in manner approved by the architects, and shall also provide a temporary screen or partition as architects direct. As soon as this water closet is installed, the main contractor or contractor who erected the privy shall then be directed to remove the privy as provided in § 38. All workmen shall be allowed the use of the temporary water closet, but the plumber shall be responsible for its condition at all times.
40. **THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**
41. **STAGING:** No exposed brick work shall be laid overhand and a suitable stage shall be provided for all brick walls of height requiring it, and the contractor will therefore furnish staging wherever necessary to prosecute this or any other work in manner, and in the case of staging erected for the building of walls, either brick, stone, wood or other construction, where the work must be laid or constructed from a staging, he shall so arrange his staging that the last level shall be placed by him at such a level as will be in proper position for the placing of the work of the contractor whose work follows him, and the first contractor to erect staging shall leave stage in position until the architects direct its removal after other contractors have completed their work. The use of the stage shall be given without charge to the contractors who follow the original contractor. These provisions will also apply to any staging erected for interior work when such staging consists of anything more than mere horses and planks, and where work of other contractors do not mean that secondary contractors or subcontractors are to be provided with additional planks or staging material more than is needed by the original contractor should their work require more flooring, but in such case the secondary contractor or subcontractor shall furnish any additional planking which he shall require for his own purpose. The main structure of the staging as required by the first contractor shall be substantial enough for the work of those who follow and the last level shall be placed at a proper point for the convenient use of the other contractors. The first contractor shall remove staging.
42. **TESTS:** Any tests of materials or of construction shall be made at the contractor's expense whenever such tests are ordered by the architects, and such tests shall be made under the architects' supervision and in the manner directed.
43. **SAMPLES:** The contractor shall submit to the architects for their approval properly labeled samples of all material with specimens of workmanship, unless this provision is specifically waived. All material and work must be equal to sample as approved.
44. **WORKMANSHIP:** All workmanship shall be of the best of its several kinds and executed by thoroughly skilled workmen under a competent foreman.
45. Any person employed on the work who is decided by the architects to be incompetent or unfaithful or whose work or presence is in their judgment prejudicial to the interests of the owner shall upon demand from the architects be removed from and not again employed upon the work.
46. **PATENTS:** The contractor shall assume all responsibility for the use of patented materials, processes, or appliances, and he shall pay all royalties and meet all claims for damages or infringement of patents, and shall defend at his own cost all suits, brought to recover such royalties, damages, or penalties for infringement; and whenever the nature of the work requires the use of patented materials, processes, or appliances, either in construction or after its completion, the cost of any royalties, patented rights, etc., shall be considered as included in the contract price.
47. **BEGIN AND COMPLETE:** The contractor shall begin work immediately after signing the contract, and shall finish, complete and deliver the building at time stipulated in the specifications or contract.

October 1, 1945

SPECIFICATIONS FOR PARTIAL DEMOLITION, EXCAVATION and FOUNDATION  
in connection with alterations to the By-Products Building for

BURNHAM & MORNILL CO.  
WATER STREET, PORTLAND, MAINE

Work to be done in accordance with these Specifications and  
Drawings prepared by

John Howard Stevens, A.I.A. - John Calvin Stevens, 2nd, A.I.A.  
Architects  
187 Middle Street, Portland, Maine

Intent. This is preliminary work, preparing for erection of a new wall on the long side (Easterly) extension of the two end walls and new floor at grade, new 2nd floor and new roof, all of which is not included at present.

Insurance. Owner shall maintain fire insurance to protect his own and the contractor's interest in the work, but contractor shall maintain liability insurance in a recognized and approved company in limits of \$20,000 and \$40,000 as set forth in printed general conditions herewith attached as a part of the specifications (Par. 33 on Page 3.)

Time of Completion. Inasmuch as time is of the greatest consideration by the Owner, the contractor shall name the earliest date at which he can guarantee to complete the work herein specified.

Contract Price. Contractor shall divide his bid into two separate prices, one for demolition and the other for Excavation & Foundation work.

Excavation. Excavate a trench from each of the present ends of the building out to the line of new wall, and entire length of new wall. Trench to be of sufficient width and depth to accommodate new wall beam as shown. At proper places excavate for piers in line of this wall down to ledge, and level area for seating of piers. Back fill after foundation has been completed. Dispose of surplus excavated material where directed on the property.

Concrete Work. Provide and erect forms of proper material and sizes as per recommendations of the Portland Cement Association for such work.

Forms need not be removed unless contractor so desires.

Concrete to be 2000# quality, maintaining water-cement ratio as recommended by the Portland Cement Association.

All mixing and placing to be carefully done and the Specifications of the Portland Cement Association shall govern.

Reinforcing to be of steel bars as per drawings properly placed and inspected and approved before concrete is poured.

Cold Weather. Work shall be protected from freezing to Architect's satisfaction.

Water. Test pits which have been sunk show that tide water, at high tide, is about 6'-0" below grade. Contractor must place concrete at such time as water is not present in the excavation. He shall do any pumping that may be necessary to properly carry on the work.



Sheet Metal. Any sheet metal in connection with the roofing shall be considered as the property of the contractor and be removed from the premises.

Concrete Floor. Present concrete floor at grade, shall be broken and removed to designated place on the property.

Time. As stated above, time is of the utmost importance, and it is the owner's intention to seek bids as soon as possible on the proposed superstructure. Therefore, this contractor shall prosecute his work in such a manner as to permit a start to be made on the superstructure even though the present work has not been finished, and he shall work in close conjunction with the next contractor so as to afford him every assistance in starting his work promptly and carrying it on with the utmost expedition.

RECEIVED  
OCT 2 1942  
DEPT. OF BLDG. & STREETS  
CITY OF PHOENIX

1 AP 45 Water St.-1

March 11, 1946

Messrs John Howard and John Calvin Stevens,  
187 Middle Street,  
Portland 3, Maine

Subject: Application for per-  
construction of addition for  
Worrill at 45 Water St.

Gentlemen:

In the course of the extensive job of checking plans on the above job, one question of importance has come up as to compliance with the Building Code which it seems best to call to your attention at once so that the matter may be put in order and hasten issuance of the permit.

With reference to Section 203f1 as related to the proposed stairway between existing building and addition and to Section 212f2 (see also amendments approved March 4, 1946 - Section 1262 and 2.1), assuming that total building is not sprinklered, the enclosure separations of the stairway and of the shaftway adjoining the stairway and existing building do not comply with Code requirements especially as regards fire doors, and in case of the shaftway or wall separating shaftway from existing building at one floor level at least is missing. The stairway would have to be enclosed by separations of one-hour fire resistance having Class C, self-closing doors over if the building were or is to be sprinklered.

There is also the question of floor area limitations for fire protection as per Section 501g1 (amended Section 501g1). The existing building and the addition are both figured to be of First Class Construction with two streets or equivalent approach for the fire department, but taking the two areas together (we have only rough information on area of existing building), the area appears substantially excessive unless the layout is to be completely sprinklered, indicating the need for 4-hour separation between existing building and stairway enclosure.

Apparently there are two covered passageways, one from the existing building and the other from the former addition now to be altered. Presumably there are the equivalent of double standard Class A fire doors at these connections or they should be required, otherwise the main buildings would come under the frame of this classification.

The specifications are not clear as to where and what type of fire doors are to be used. The fire doors between new stairway enclosure and what appears to be an elevator shaft in existing building would have to be standard Class A doors labelled accordingly. Requirements as to this detail might be changed if outside building is or is to be sprinklered.

cc Robert Verrier Const. Co.,  
65 Commercial  
Burnham and Worrill Co.,  
45 Water St.

Very truly yours,

(Signed) Warren McDonald,  
Inspector of Building.



INDUSTRIAL ZONE  
APPLICATION FOR PERMIT **PERMIT ISSUED**

Class of Building or Type of Structure Fire Class **0365**

Portland, Maine, April 5, 1942 APR 6 1942

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 45 Water Street Ward \_\_\_\_\_ Within Fire Limits? no Dist. No. \_\_\_\_\_  
 Owner's or lessee's name and address Burnham & Morrill Co., 45 Water St. Telephone 2-2271  
 Contractor's name and address Owner Telephone \_\_\_\_\_  
 Architect \_\_\_\_\_ Plans filed yes No. of sheets 1  
 Proposed use of building Transformer House No. families \_\_\_\_\_  
 Other buildings on same lot Factory, fish house, warehouse, etc.  
 Estimated cost \$ 500. Fee \$ 1.00

Description of Present Building to be Altered

Memorandum from Department of Building Inspection, Portland, Maine

45 Water St. Transformer House for Burnham & Morrill Co. 4/6/42

To Owner:

The foundation wall ought to extend to at least 4 feet below the finished grade of the ground along the wall, or to ledge.

(Signed) Warren McDonald  
Inspector of Buildings

Details of New Work

Size, front \_\_\_\_\_ depth \_\_\_\_\_ No. stories 1 Height average grade to top of plate \_\_\_\_\_  
 To be erected on solid or filled land? solid earth or rock? ledge  
 Material of foundation concrete trench wall Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_  
 Material of underpinning \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
 Kind of Roof flat Rise per foot \_\_\_\_\_ Roof covering concrete  
 No. of chimneys no Material of chimneys \_\_\_\_\_ of lining \_\_\_\_\_  
 Kind of heat no Type of fuel \_\_\_\_\_ Is gas fitting involved? \_\_\_\_\_  
 Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_ Size \_\_\_\_\_  
 Material columns under girders \_\_\_\_\_ Size \_\_\_\_\_ Max. on centers \_\_\_\_\_  
 Stairs (outside walls and carrying partitions) 2x4-16" J. 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 concrete, 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? no height? ft

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 Burnham & Morrill Co.

INSPECTION COPY

By J. Goldsmith



(1) INDUSTRIAL ZONE

APPLICATION FOR PERMIT

Class of Building or Type of Structure — Heavy Timber

Portland, Maine, June 6, 1940

PERMIT ISSUED

01027

JUN 7 1940

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to erect after repair demolish 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 15 Water Street Within Fire Limits? no Dist. No.
Owner's name and address Burnham & Morrill Company, 15 Water Street Telephone
Lessee's name and address Telephone
Contractor's name and address Robert A. Verrier Construction Co., 65 Commercial Telephone 4-2681
Architect John H. & J. C. Stevens Specifications no Plans yes No. of sheets
Proposed use of building Warehouse & Recreation No. families
Last use Warehouse No. families
Material No. stories Heat Style of roof Roofing
Other buildings on same lot Factory
Estimated cost \$ Fee \$ 1.00

General Description of New Work

To excavate and construct foundation ~~and~~ only in advance of regular permit for two story concrete block addition to existing frame warehouse, as per plans submitted.

173 x 56 = 9688
Plans 6 x 50 = 150
minus 8 x 11 = 1148
8720

Permit Issued with License

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.

Details of New Work

Is any plumbing work involved in this work? yes 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) 2x4-11" 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:
[Signature lines]

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

Burnham & Morrill Company
by Robert A. Verrier Construction Co.

Signature of owner

INSPECTION COPY

82098

P 45 Water Street-Ad-  
vance permit-I

ES  
ATH  
VSS  
RMT  
X PB  
AS  
HL

Jan 7, 1928

Robert A. Verrier Construction Company  
65 Commercial Street  
Messrs. J.H. & J.C. Stevens  
167 Middle Street

Subject: Advance permit for excavation and  
the foundation only for two-story addi-  
tion to warehouse at 45 Water Street

Gentlemen:

Advance permit for excavation and construction of foundation only as above  
is issued to the contractors, subject to the following:

A question of limitations of areas of the addition for fire prevention pur-  
poses as per Section 301g of the Building Code has arisen. It is understood that  
the building is to be of First Class fire-proof construction except the roof  
which is to be of rough, undressed timber. The latter feature pulls down the classifi-  
cation of the building to Second Class instead of Heavy-Timber, which it would be  
if the timbers and sheathing in the roof were to be dressed on four sides.

The question of whether or not the new part is to be sprinklered has a bearing  
on the areas, but we have not been able to get information on this point as yet.

It is understood that there is to be a standard four-hour fire separation wall  
between the present building and the addition extending above the roof as a parapet  
and with all openings in it protected by double class A fire doors (one on each side  
of each opening.) Thus the area of the proposed addition is all that we have to deal  
with.

The area of the entire addition appears to add up to about 1,400 square feet.  
If classified as Second Class Construction, even with the provision of two streets  
for approach of the Fire Department, the limited area, unsprinklered would be 3,000  
square feet, but sprinklered it would be 18,000 square feet.

Apparently there is to be an unplastered masonry wall, or at least with only one  
opening in it, perhaps two, running the full height of the building, and you may prefer  
to make this a four-hour fire separation wall with parapet above the roof and thus come  
well within the limitation of the area even though the building were unsprinklered and  
classified as Second Class.

I have gone into this matter at some length so that all concerned could be in-  
formed while the plans of the super-structure are being completed. We will need many  
more details for the super-structure before the permit for it can be issued.

I presume the architects have satisfied themselves of the bearing capacity of the  
soil to take the prospective loads. Will they be kind enough to furnish this data for  
our files?

Very truly yours,

Inspector of Buildings  
CC: Burnham & Morrill Company, 45 Water St., Attention: Mr. Gold

Burnham & Merrill Company — 2

April 11, 1947

3. No floor load signs are yet in evidence on either floor.
4. The metal fire escapes provided on either end of the building have been installed without securing a permit therefor as far as our records show. Please notify the actual installer to apply for the belated permit and furnish plans. As far as the inspector could determine, the arrangements, width etc. are all right except that a stock pile of coal has been made at the foot of one of them so as to obstruct it to some degree.

Very truly yours,

Inspector of Buildings

WMS/s

*of 325 beans  
made from made  
as soon as possible  
Please BURNHAM & MORRILL  
I require to write  
a letter to the  
you at the  
pls. place in  
or I can in  
New York*

- Rich-Oven
- BAKED BEANS
- BROWN BREAD
- FISH FLAKES
- CODFISH CAKES
- LOBSTER-CLAMS
- DEVILED LOBSTER
- CLAM CHOWDER
- CLAM BOUILLON
- PARIS SUGAR CORN
- PARIS SUCCOTASH
- MAINE CORN RELISH
- STRINGLESS BEANS
- LIHA BEANS
- SPAGHETTI
- WELSH RABBIT
- INDIAN PUDDING

**BURNHAM & MORRILL COMPANY**  
**PURE FOOD PRODUCTS**  
 PORTLAND, MAINE  
 Box 187  
 (2)

April 7, 1947  
 Mr. Warren McDonald  
 Inspector of Buildings  
 389 Congress St.,  
 Portland, Maine

IN REPLY  
 REFER TO  
 FG:GN

Dear Sir:

On Monday, April 14, we will be ready to start baking beans in our new annex building.

We understand that before using this building, an inspection by your office is to be made. As far as we know, we are in compliance with the building codes with the following exceptions. We have not yet received the necessary exceptions for the following openings: first, fire doors, fourth, and fifth floor entrances at the tower, and one of the double set of fire doors at the second-story doorway between the stairwell and main building.

These doors have been ordered and we will install them as soon as they are available. In the meantime, we will appreciate being allowed the use of this building since we are trying to make up lost time in our Oven Baked Bean production.

Very truly yours,  
 BURNHAM & MORRILL COMPANY  
 BY: *F. Galdemich*

RECEIVED  
 APR 8 1947  
 DEPT. OF BLD'G. INSP.  
 CITY OF PORTLAND



*copy to  
Mr. McDonald  
file in  
construction  
4/13/47*

**PHILIP P. SNOW**  
STRUCTURAL ENGINEER  
193 MIDDLE STREET  
PORTLAND, MAINE  
TEL. 2-9430

Office of the Building Inspector  
City of Portland  
Portland  
Maine

1 April, 1947

Gentlemen: Attention: Mr. McDonald.

Following our recent conference with regard to the construction of chimneys for the Bean Ovens in the Burnham and Morrill building known as the ANNEX, I am enclosing herewith a copy of the details by which the chimneys are being built. The load has been spread and while the total load on the area affected by the chimneys is over the announced load for this particular floor of the building, a check of the design indicates that both the floor slab and girder construction is such that it will safely sustain a total dead and live load of up to 500 lbs per square foot.

The actual number of chimneys to be built is now only four rather than the six indicated on the plan.

Very truly yours  
*Philip P. Snow*  
Philip P. Snow

RECEIVED  
APR 2 1947  
DEPT. OF BLD'G. INSP.  
CITY OF PORTLAND



BP 45/1313-I (45 Water  
Street)

April 11, 1947

Burnham & Morrill Company  
Attn: Mr. Goldsmith  
P.O. Box 1371  
Portland, Maine

Subject: Annex building for Burnham & Morrill  
at 45 Water Street

Gentlemen:

With reference to Mr. Goldsmith's letter of April 7, since this building is an addition to an existing factory, no certificate of occupancy is required by law from this department before the new part is put into operation.

As regards the absence of required fire doors on hoist tower and stairwell, these doors being on order but not yet received, please notify us when the doors have been received and installed and the features called to attention below have been completed so that a final inspection may be made.

The following items are drawn to your attention for correction:

1. At the entrance doorway from long passageway to first floor, no doors are shown on the plan, but what appear to be temporary doors have been provided in this opening. These doors, however, swing into the annex. If doors are to be provided in this doorway and if the doorway might be called upon as a means of egress for more than 50 persons under any circumstances (there is already an exit light over the doorway on the annex side), the doors ought to be swung outwards, or toward the passageway. If the doors would serve as an exit from the long passageway to the annex, then the doors should be made double-acting. If equipped with locks of any kind and if serving as means of egress for more than 20 persons, the locksets should be vestibule locksets or anti-panic hardware, whichever is appropriate. The anti-panic hardware would not be required ordinarily unless necessary to overcome difficulties as to providing vestibule locksets on double doors. It is understood that the exit through this doorway from the annex is intended to continue straight along the long passageway and out of doors in some manner at the end of that passageway, since the doors on either side of the passageway near the doorway I have mentioned are bolted and at present not suitable for exit. All doorways to the outside serving this means of egress should be equipped with at least vestibule locksets which are the type which can never be locked against exit in such a way as to require a key or any special knowledge to open the door.

2. There is a fire door on the opening between first floor of annex and the passageway leading out of doors on the one hand and to the boiler or engine room on the other, but our inspector could not discover either self-closing or automatic-closing arrangement. Certainly to be of any value in case of fire, one operating device or the other should be provided. Since this door would evidently be used for exit, and since it is a sliding door, the closing device would have to be automatic which would mean that the door would stand open normally. An exit light on the annex side has been provided over this rear door to passageway, but the doors from passageway to out of doors, while shown to swing out on the plan, actually swing in according to our inspector. A directional arrow or hand seems necessary outside of the doorway from annex indicating the direction to take to reach the doors to out of doors, and these doors should be equipped with vestibule lockset on the working door.

Additional (Cable Annex) to main building 4-9-47  
 Bureau of Marshall Co. 45 Water St. owned  
 John Henry Coast. Co. Corvallis 65 Commercial St. #2684  
 John Howard & John (Calvin) Stevens 2nd (Cable) 187 Middle St. ed  
 Permit 45/1318

→ A fire escape has been erected at each end of this addition, no permit or application as yet. This was called to attention of owner and contractor in letter of Feb. 3, 1947, and to owner, contractor and architect in letter May 4, 1946.

First Floor (Ground level) Stair tower, single class A door between tower and annex, annex side.

→ No fire door to stair tower.  
 Elevator door from stair tower to elevator class A, elevator enclosure, in main bldg. brick with fire door in main bldg.  
 No other fastenings in stair wall, (in main bldg. and stair tower).  
 Self-closing fire door (no fastenings) stairs leading up in tower. Concrete slabs, horizontal on one side (stairs in tower 10" wide) doors leading outside swing out, have vestibule lock set, 36" wide.

Annex → Main entrance door set installed. Have double wood in new opening door. Exit light over, over outside light.  
 → (Door down is wider than self-closing by sliding but not working properly. Opens into passage (should have directional arrow) which leads to outside door. Outside door now swung so could can be locked. Should swing out and have vestibule lock set. Exit light over.  
 Exit light over door leading to stair tower.

Second Floor (Stair tower) single class A door between annex and stair tower.

→ No fire door to stair tower.  
 Elevator same as first floor.  
 → Has single door between stair tower and main building of fire escape at south end (class A) door leading to it has exit light over and anti-frisker has clearance.  
 → (Door is cap (on the end) door has anti-frisker and separation between stair tower and main building as to accessibility as to

Third Floor (Stair Tower). Double doors between stair  
towers and main bldg.  
No other opening in stair tower at this level.  
Fire door at head of stairs here.

MISC. → Entrance door, <sup>ground level</sup> ~~annex~~, and temporary <sup>and</sup> lead  
annex in <sup>direction</sup> of course will be changed, but still lead  
into a long passage way to another bldg. if one goes  
straight ahead. Just outside of annex doors are bars  
in this passage leading to the outside. This situation  
should be followed through, especially making certain  
that outswinging doors from the annex will not  
block the egress passage doors, also proper  
functional means for <sup>or</sup> all doors liable as a means  
of egress in emergency.

The doors at the south end of the <sup>ground level</sup>  
would under first floor annex.

→ No load signs posted as yet.

Exit lights over all doors in the annex, these  
are not required over the main entrance, and questionable  
if needed over opening to stair tower.

It would seem advisable to have exit lights over  
the openings between the main bldg and stair tower on  
the main bldg side. The exit lights over the stair well  
stairs are not readily seen from parts of the main  
bldg.

Although not required as mentioned as yet, it  
seems an advantage to have outside lights for the photo  
and entrance of annex, unless factory or yard  
lighting makes this needless.

5-21-47. None of the matters previously noted in this report and  
called to attention in letter Apr. 11, 47, have been done.  
9/19/47. Same.



# (1) INDUSTRIAL ZONE APPLICATION FOR PERMIT

Class of Building or Type of Structure Second Class

To the INSPECTOR OF BUILDINGS, PORTLAND, ME. Portland, Maine, October 8, 1945

**PERMIT ISSUED**  
1318  
OCT 9 1945

The undersigned hereby applies for a permit to ~~erect~~ alter ~~repair~~ ~~work~~ ~~on~~ ~~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 45 Water Street  
Owner's name and address \_\_\_\_\_ Within Fire Limits? no Dist. No. \_\_\_\_\_  
Lessee's name and address Burnham Morrill Co., 45 Water St. Telephone \_\_\_\_\_  
Contractor's name and address Robert Verrier Construction Co., 65 Commercial Telephone 4-2684  
Architect \_\_\_\_\_ Specifications \_\_\_\_\_ Plans yes No. of sheets 5  
Proposed use of building Mfg. Baking and Service Storage \_\_\_\_\_ No. families \_\_\_\_\_  
Last use \_\_\_\_\_ Heat \_\_\_\_\_ No. families \_\_\_\_\_  
Material brick? \_\_\_\_\_ No. stories 2 \_\_\_\_\_ No. families \_\_\_\_\_  
Other building on same lot Factory \_\_\_\_\_ Roofing \_\_\_\_\_  
Estimated cost \$ 4600. \_\_\_\_\_

**INSPECTION NOT COMPLETED**  
4/10/51

General Description of New Work To demolish second story and east wall of storage building located at rear of factory. To construct concrete footings as per plan for new addition. Fee \$ 4.50

*Architect says first floor is to be concrete on grade; 2nd floor reinforced concrete live load 300#/sq ft; 3rd floor (this would indicate a 3-story bldg although above says 2-story) reinforced concrete, 200#/sq ft live load - roof probably wood framing.*

Sent to Health Dept. 10/9/45  
Rec'd. from Health Dept. 10/9/45

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 contract.

**CERTIFICATE OF OCCUPANCY  
REQUIREMENT IS WAIVED**

## Details of New Work

Is any plumbing work involved in this work? no Is any electrical work involved in this work? no  
Height average grade to top of plate \_\_\_\_\_ Height average grade to highest point of roof. \_\_\_\_\_  
Size, front \_\_\_\_\_ depth \_\_\_\_\_ earth or rock? \_\_\_\_\_  
Material of foundation \_\_\_\_\_ No. stories \_\_\_\_\_ solid or filled land? \_\_\_\_\_  
Material of underpinning \_\_\_\_\_ Thickness, top \_\_\_\_\_ bottom \_\_\_\_\_ cellar \_\_\_\_\_  
Kind of roof \_\_\_\_\_ Rise per foot \_\_\_\_\_ Height \_\_\_\_\_ Thickness \_\_\_\_\_  
No. of chimneys \_\_\_\_\_ Material of chimneys \_\_\_\_\_ Roof covering \_\_\_\_\_ Kind of heat \_\_\_\_\_ fuel \_\_\_\_\_  
Framing lumber—Kind \_\_\_\_\_ of living \_\_\_\_\_ Dressed or full size? \_\_\_\_\_  
Corner posts \_\_\_\_\_ Sills \_\_\_\_\_ Girt or ledger board? \_\_\_\_\_  
Girders \_\_\_\_\_ Size \_\_\_\_\_ Columns under girders \_\_\_\_\_ Size \_\_\_\_\_  
Joists and rafters: \_\_\_\_\_ 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet. \_\_\_\_\_  
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

APPROVED:  
*W. B. Morrill*  
*W. J. Smith*

Will work require disturbing of existing structures?	
Will work require disturbing of existing utilities?	
Will work require disturbing of existing foundations?	
Will work require disturbing of existing walls?	
Will work require disturbing of existing floors?	
Will work require disturbing of existing roofs?	
Will work require disturbing of existing sidewalks?	
Will work require disturbing of existing curbs?	
Will work require disturbing of existing streets?	
Will work require disturbing of existing public places?	
Will work require disturbing of existing private places?	
Will work require disturbing of existing trees?	
Will work require disturbing of existing shrubs?	
Will work require disturbing of existing plants?	
Will work require disturbing of existing animals?	
Will work require disturbing of existing birds?	
Will work require disturbing of existing insects?	
Will work require disturbing of existing reptiles?	
Will work require disturbing of existing amphibians?	
Will work require disturbing of existing mammals?	
Will work require disturbing of existing fish?	
Will work require disturbing of existing aquatic life?	
Will work require disturbing of existing marine life?	
Will work require disturbing of existing birds of prey?	
Will work require disturbing of existing raptors?	
Will work require disturbing of existing birds of prey?	
Will work require disturbing of existing birds of prey?	

INSPECTION COPY

Permit No 45/1318 *Blitz, Colled*  
 Location *45 Water St.*  
 Owner *Blandford Memorial Co*  
 Date of permit *10/9/45*  
 Notif. closing-in  
 Inspn. closing-in  
 Final Notif.  
 Final Inspn.  
 Cert. of Occupancy issued *8/16/51*

**INSPECTION NOT COMPLETED**

NOTES

*6/1/46*  
*6/27/46*  
*7/2/46*  
*7/1/46*  
*7/18/46*  
*7/27/46*  
*7/2/46*  
*9/2/46*  
*9/11/46*  
*11/2/46*

*work done here not done*  
*permitted is in case*  
*1 - Opening of basement*  
*to be done by contractor*  
*of basement of course*  
*being between building*  
*where no work is done*  
*at present case requires*  
*2 - Excavation*  
*to be done in third*  
*and fourth floors*  
*of old building*  
*and basement*  
*of building from*  
*west side of building*  
*to be done in*  
*basement of building*  
*in connection with*  
*excavation of basement*  
*work only, details*  
*do not being required*  
*Excavation*  
*will be done by*  
*contractor*  
*1/1/47 - better work*  
*7/1/47 - better work*

February 3, 1947

Robert A. Verrier Construction Co.  
65 Commercial Street  
Burnham & Morrill Company  
45 Water Street

Subject: Questions concerning certain details of construction in connection with addition to warehouse and annex to main plant of Burnham & Morrill Company at 45 Water Street

Gentlemen:

At the time of a recent inspection several details of the above construction were noted as not being in compliance with Building Code requirements. It may be that in some instances, work has not been completed on the features noted and it is planned to provide the required details later. However, we are calling these matters to the attention of all concerned at this time, so that any matters which may have been overlooked may be taken care of before notice for final inspection of the work is given this office.

The following items concern details of construction in connection with the addition to the existing warehouse:

1. A change has been made in the location of one of the exit doors from the 2-story portion of the addition. The foreman for the contractors was told that an application for an amendment to the permit should be filed along with a plan showing the proposed arrangement of partitions and exits from this part of the third story, and he said that he would so inform the proper parties.

2. The fire doors provided on the two large openings from the two-story portion of the addition to the existing warehouse do not meet the requirements of the Building Code in that they are not labelled by the Underwriters Laboratories Inc. for use on openings in fire walls. All other doors covering openings in the masonry wall of 1-hour fire resistance provided between the addition and the existing warehouse are likewise required to be Class A (labelled) fire doors.

3. Nothing has as yet been done about changing the width and swing of doors leading to outside of building from foot of new stairs in existing warehouse, which are a part of second means of egress from the first and second stories of the addition. This matter was mentioned in paragraph 1 of the check list which accompanied the permit when issued.

The following items concern details in connection with the annex to the main plant:

1. Fire doors have been provided on only one side of the opening in second story from the connecting wing of addition to the main building. Since the annex is required to be separated from the main building by separations of 1-hour fire resistance and the large areas involved, any openings in the separating wall are required to be protected on each side of wall with Class A (labelled) fire doors.

2. All openings into the new hoist tower, both from connecting wing of annex and from the old building are required to be protected on one side of opening by Class A (labelled) fire doors. As yet none of these fire doors have been provided. All of these fire doors as well as those mentioned above are required to be equipped with either self-closing or automatic-closing hardware.

3. A fire escape being erected on each end of the annex should be covered by an amendment to this permit.

Very truly yours,

Inspector of Buildings

BE 451318-Addt. #1-1

May 4, 1946

Robert Verrier Construction Company  
63 Commercial Street  
Messrs. John Howard & John Calvin Stevens  
187 Middle Street

Subject: Approved amendment #1 to building permit 45/1318, the amendment covering construction of the superstructure of an addition of main plant of Burnham & Morrill Company at 45 Water Street

Gentlemen:

Above approved amendment is herewith issued to contractor, subject to the following:

Compliance with Building Code requirements is determined by examination of 16 blueprints (one of them being the small plat plan), and by reference to our check list of March 20 as referred to by architect's letter of April 26, and the following additional notations:

1. All of the fire doors to be provided, including rolling shutters are to be made either automatic-closing or self-closing, self-closing doors to be made that way either by a liquid door closer or similar standard self-closing device approved by the Underwriters.

2. All fire doors forming a part of stair enclosures are required to be self-closing by means of a liquid door closer or equivalent.

3. With reference to item 8 of our check list of March 20, it appears that reinforced concrete beams are to be used instead of structural steel, thus taking care of fireproofing.

(1) Architects are to supervise the construction work, strength and quality of concrete to be tested at sufficient intervals and copies of records of tests to be filed here.

(2) The usual type of reinforced concrete slab is to be used instead of the alternate, as shown on sheet 10 of the plans.

(3) Shop drawings of the fire escape are to be filed here with the statement of design of the designer.

(4) Work on the interior of the main building other than that shown on the plan is not to be done.

Very truly yours,

Inspector of Buildings

WMod/S  
CC: Burnham & Morrill Company  
45 Water Street



Original Permit No. 45/1318  
 Amendment No. \_\_\_\_\_

## AMENDMENT TO APPLICATION FOR PERMIT

Portland, Maine, March 5, 1946

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.  
 The undersigned hereby applies for an amendment to Permit No. 45/1318 pertaining to the building or structure con-  
 sisted in the original application 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 Water Street Within Fire Limit?  No  Dist. No. \_\_\_\_\_  
 Owner's or Lessee's name and address Burnham Morrill Co., 45 Water Street  
 Contractor's name and address Robert Verrier Construction Co., 65 Commercial St.  
 Plans filed as part of this amendment YES No. of Sheets 11  
 Is any plumbing work involved in this work? YES Is any electrical work involved in this work? YES  
 Additional fee 1.25  
 Increased cost of work 55,000.

Framing Lumber: Kind? \_\_\_\_\_ Dressed or Full Size? \_\_\_\_\_  
 Architect: John Howard and John Calvin Stevens  
 To construct 1 story and basement concrete spandrels and glass brick addition as per plans. See original application 45/1318 for foundations.  
 Building to be used for baking and service.

sent to Health Dept. 3/5/46  
 Recd. from Health Dept. 2/6/46

Burnham & Morrill Co.  
 Robert Verrier Construction Co.  
 Signature of Owner By: C. H. [Signature]  
 Permit Issued with Letter  
 Approved: 5/4/46 [Signature]  
 Inspector of Buildings.

Approved: \_\_\_\_\_ Chief of Fire Department.  
 Commissioner of Public Works.  
 ORIGINAL [Signature] M.D.H.O.



JOHN HOWARD STEVENS, A.I.A. JOHN CALVIN STEVENS, 2ND, A.I.A.  
 ARCHITECTS  
 127 MIDDLE STREET, PORTLAND 3, MAINE

April 26, 1946

RECEIVED  
 Burnham & Root Annex  
 APR 27 1946  
 DEPT. OF BLD'G. INSP.  
 CITY OF PORTLAND  
 letter of March

Mr. Warren McDonald  
 Building Inspector  
 City of Portland, Maine

Dear Sir:

- 20, but this is rather a belated reply to your letter of investigations.
1. Signed statement of design enclosed, to be attached to plans.
  2. Plot plan is now on file in your office with the two drawings illustrating the conditions in the connecting link (stair tower) clear space of 50'-0" exists along the entire easterly side of the Annex. Access to three sides of the building can be had via the driveway. The western side is 18 ft. from the eastern side of the main factory.
- The approach is down around the western side of main factory, and around the north end of other buildings, following a driveway of ample width.

*It seems as if  
 this door should  
 be provided but  
 not required as  
 regards new  
 construction*

The two-story office part of main building was formerly shut off by a fire door, which can be restored, if necessary. The two new drawings filed in your office this week show the closing of window openings and doors in compliance with code requirements, we believe.

*This door not  
 required as re-  
 quired by  
 construction*

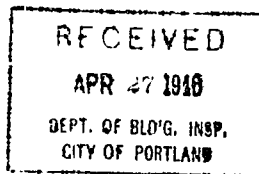
3. The stairs in stair tower are to be closed at top and bottom if fire door is required from main building to the one-story passage way at north end, it will be installed.
4. Enclosures now provided, as mentioned above.
5. Shaftway to be enclosed by steel rolling shutters, automatically controlled.
6. Exit requirements noted and will be provided. Signs designating safe load per sq. ft. for main floor will be provided. This floor is designed for a safe load of 300# and the floors in stair tower, and stairs are designed for 100# net sq. ft.

STEVENS  
ARCHITECTS

April 26, 1946

Mr. Warren McDonald  
Inspector of Buildings, City of Portland

-2-



7. Access to roof is via roof of stair tower from main factory.
  8. (1) See two new drawings.
  - (2) Architects inspect reinforcing and copies of tests on concrete will be submitted.
  - (3) Permit for ovens will be arranged for by Owner.
  - (4) Print of Sheet #12 in connection with Addendum #4 is enclosed herewith.
  - (5) The "grid flat slab" is not to be used.
  - (6) Of necessity the shop drawings for fire escapes will have to be filed later for approval.
  - (7) Shown by the two new sheets filed this week.
  - (8) Noted.
  - (9) Par. 39 was inadvertently left in the specification. It has reference to work in a third-story at time specification was written, and later it was decided to omit the third-story.
- We trust this clears up all questions, but, if there are any other points, please let us know.

Sincerely yours,

  
John Howard Stevens

JHS:MM

cc Burnham & Morrill Co.  
cc R. A. Verrier Construction Co.

Enclosures - 2

CITY OF PORTLAND.....DEPT. OF BUILDING INSPECTION

Check List of Compliance with Building Code and Zoning Ordinance Requirements

March 20, 1946

Job Location 45 Water Street Owner Burnham-Morrill Company  
Contractor Verrier Construction Company Architect Messrs. J. H. & J. C. Stevens

References at left are to sections of Building Code where applicable. If plan maker disagrees with statements below, he should seek a conference by phone or in person at this office. If he agrees, plans and application should be corrected accordingly.

1. Sec. 104b3. Architect has not furnished signed statement of design to cover design of structural steel and reinforced concrete. This is extremely important because the situation as to work in this office makes checking of these structural items out of question--thus total reliance must be made on the architect's design which presumably has been checked in his office.

2. Sec. 301g. In the absence of any plat plan showing arrangement of buildings and open spaces around them, we have tried to check the number of streets or equivalent open spaces adjoining the building which could be counted on the basis of this section. Only one is found. Note that this section provides: "A clear unoccupied space of 50 feet or more extending the entire length of an exterior wall, and affording suitable access thereto by the Fire Department, ..... shall be considered the equivalent of a street exposure; but when such open space is allowed as the equivalent to a street exposure, the owner of that space shall agree on or with the application for the permit for the building involved that such space shall never be occupied for any purpose, ....."

From the information as to the layout which we have been able to get from the Fire Insurance atlas, Water Street is the only one that can be counted since the edge of the land between building and water on the west side comes closer than 50 feet to the main building before reaching the south end and the water's edge continues along the south end so that there is not 50 feet between the south end of the main building and the water. On the east side there is a blacksmith and machine shop which is closer than 50 feet to the proposed addition and it is quite doubtful if the east side of the main building and addition can be reached except by driving down around the south end of main building. If architect can develop something different by his own plat plan, will he do so and if one or more equivalent open spaces is claimed, will the architect arrange for the owner to file here the agreement about keeping such spaces open? On the basis of only one street, the limit of area in a building of Fire Class or Fire-proof Construction is 12,000 square feet. We are unable to check architect's figure of 10, 449 square feet for the main building. From our own rough scaling and from the Assessors area figures, there appear to be at least 10,000 square feet in the five story part of the main building and something over 3,000 square in the two story office part. If these figures are correct, then there would have to be the 4-hour fire separation wall between the main building and the stair tower connection between main building and addition. On this basis the existing windows which would be in the wall between the main building and first floor of stair tower would have to be bricked up at least eight inches in thickness. If the elevator is enclosed with brick walls, the fire doors from main building to elevator shaft and the new fire doors between elevator shaft and stair tower at

Check List - 45 Water Street --- 3

March 20, 1946

not been filed here. (5) Which type of floor and roof slab is to be used? (6) Unless detail plans are forthcoming before the permit is issued, construction of fire escapes should be covered by amendment to the general permit when the detail drawings are ready. (7) Fire doors and other safety equipment in connection with new openings into existing elevator shaft should be specified and equipped so as to provide the fire protection out-off required by law and at the same time the necessary safety features to prevent persons falling into the shaft-way and other accidents. (8) The question of floor areas for fire protection purposes could all be taken care of without fire separation walls and double standard doors between the main building and the stair tower if the entire stand of buildings were equipped with standard automatic sprinkler systems, but such a system would not compensate for installation of stairway enclosures or fire doors in such enclosures and enclosure of shaftways and fire doors. (9) Paragraph 38 of the specifications apparently contains a reference to some alterations within the main building. If there are such proposed, please show them on the plan, especially since they apparently involve some questions of exit.

N. B. In these times of extreme need of getting construction work started, I had hoped to forestall delay in issuing the permit by my letter of March 11 bringing the more important questions to attention so that they could be adjusted while we were checking the balance of the plans. These major items have not been cleared up, however, and they are of too much importance to leave in the air to be determined after the permit is issued. If these important questions can be concentrated upon, we will do our best to get the work lawfully started. However, the best way for all concerned is to make such revisions as are necessary on the plans to cover all of the above items, most of which would not take much time. Thus both contractor and our inspector on the job would have all essential details before them without carrying about a mass of papers.

Inspector of Buildings

WMD/S

CC: Verrier Construction Company  
65 Commercial Street

Burnham-Morrill Company  
Attn: Mr. F. H. Goldsmith  
45 Water Street

March 20, 1946

first floor would serve the purpose of the necessary double standard fire doors, provided the fire doors from elevator shaftway to stair tower are Class A (labelled). At second floor level (marked first floor on plans) one existing exterior window which would come between the main building and the connection to new building would have to be similarly bricked up and the doorway marked "as is" on the plans requires double standard Class A fire doors (labelled), one on each side of the wall. In similar fashion the fire doors to elevator shaftway if labelled Class A would suffice if there are fire doors between the main building and the elevator shaftway. Similarly the doorway between building and third floor of connection would require a double standard Class A (labelled) fire doors--one on each side of the wall. All of these fire doors would have to be either automatic-closing or self-closing.

I understood Mr. Stevens to say that there were fire doors between the wooden frame passageway from main building across the end of Water Street, but on examination on the job I could discover no such fire door on the main building end.

3. Sec. 205f1. Architect's letter of March 15 ignores requirements of this section for enclosing the new stairway by separations of one-hour fire resistance to stop passage of smoke and fire. Note that this type of enclosure from Section 212f3 allows the option of enclosing the stairway in the story in which it exists or else enclosing the well in the floor next above the stairway--also that standard Class C (labelled) fire doors are required made self-closing by means of a liquid door check.

4. Sec. 212f2.1. Architect's letter of March 15 also ignores requirement for enclosing the shaftway in the new stair tower as provided by this section, also the unprotected openings between this shaftway and the main building at the various floor levels.

5. Sec. 212e2.2, 205e4. Indicate outside doors from both levels of new building to be equipped with vestibule locksets and the door from new building to existing covered passageway and from that passageway to out-of-doors should be similarly equipped. Show on the plan and make outside doors from new stair tower and to ground level to swing outwards and equip with vestibule locksets and show all fire doors on stairway enclosures to swing toward direction of exit. Exit signs, directional or otherwise, to indicate clearly all emergency means of egress, letters in the word exit to be six inches high and show rod on appropriate background.

6. Sec. 205i1. Permanent floor load signs to be provided on second floor of annex--architect's letter of March 15 says they should read for a maximum live load of 300 pounds per square foot.

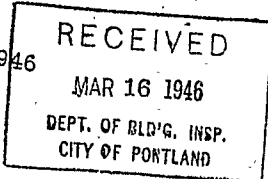
7. Sec. 212i. Unless access could be possible to the roof of the annex through windows from main building, a scuttle in the roof two feet by three feet with permanently fixed in place ladder leading thereto is required.

8. In General. (1) Show and provide details of fireproofing of structural steel in stair tower including material, thickness and reinforcement (202d2), those beams being spandrels rather than lintels. (2) Are architects to perform inspection of reinforced concrete, spacing, bonding of bars etc.? If transit-mixed concrete is to be used, what arrangements will be made to have periodic samples taken and tested at the mixing plant, in that case copy tests and comments of the tester to be furnished to this office. (3) Bearing in mind that separate permits issuable only to the actual installer are required for the ovens, the question of ventilating flues should be worked out now. (4) Sheet No. 12 of the plans showing foundation wall for south wall of stair tower--in addendum No. 4 of specificatio

JOHN HOWARD STEVENS, A.I.A. JOHN CALVIN STEVENS, 2ND, A.I.A.  
ARCHITECTS  
127 MIDDLE STREET, PORTLAND 3, MAINE

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

March 15, 1946



The Annex- Burnham & Morrill Co.

Dear Sir:

Your letter of March 11 received.

The present main factory building is a fireproof structure and the building now under consideration is an enlargement of the former By-Products building which was brick, mill construction. It is now to be a fireproof building with concrete floor and roof. The floor is designed to carry a life load of 300# per sq. ft.

The present wooden connection between the two buildings is superseded by the fireproof stair tower shown by plans. No other connection to the building. At the north end a fire door opens to a concrete corridor connecting to the boiler room in basement (at grade).

The area of the main factory building is 10,440 sq. ft. The area of the Annex is 5,216 sq. ft. The area of the stair tower is 420 sq. ft., making a total of 16,076 sq. ft.

This is only 1076 more than the 15000 allowed if two or more streets are adjoining, but, since the whole area surrounding the two buildings is open to permit maneuvering of fire apparatus, it would seem as though the situation is equivalent to "three or more streets", under which description 20,000 sq. ft. is allowable.

The opening between the two buildings are all to be equipped with fire doors.

This seems to answer all of your arguments as set forth in your letter.

Sincerely yours,

*John Howard Stevens*  
John Howard Stevens

JHS:MM

cc Mr. F.H. Goldsmith, Burnham & Morrill Co.  
cc Robert A. Verrier Construction Company



FILL IN AND SIGN WITH INK  
**APPLICATION FOR PERMIT FOR  
 HEATING, COOKING OR POWER EQUIPMENT**

**PERMIT ISSUED**  
**01045**  
 JUN 11 1946

Portland, Maine, May 22, 1946  
 To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location 45 Water Street Use of Building Factory No. Stories 1  New Building  Existing  
 Name and address of owner of appliance Burnham-Morrill Co., 45 Water St.  
 Installer's name and address Frank Goldsmith, 45 Water Street Telephone 2-8341

**General Description of Work**

To install 60 gas-fired bake ovens per plans

Notices to Health Officer and Business **IF HEATER, OR POWER BOILER**

Location of appliance or source of heat IF HEATER, OR POWER BOILER Type of floor beneath appliance  
 If wood, how protected? Kind of fuel  
 Minimum distance to wood or combustible material, from top of appliance or casing top of furnace  
 From top of smoke pipe From front of appliance From sides or back of appliance  
 Size of chimney flue Other connections to same flue  
 gas fired, how vented? Rated maximum demand per hour

**IF OIL BURNER**

Name and type of burner Labeled by underwriters' laboratories?  
 Will operator be always in attendance? Does oil supply line feed from top or bottom of tank?  
 Type of floor beneath burner Number and capacity of tanks  
 Location of oil storage How many tanks fire proofed?  
 two 275-gallon tanks, will three-way valve be provided?  
 If all tanks be more than five feet from any flame?

**IF COOKING APPLIANCE**

Appliance 2nd Kind of fuel gas Type of floor beneath appliance concrete  
 protected? From top of appliance  
 Distance to wood or combustible material from top of appliance From sides and back From top of smokepipe  
 of appliance chimney flue 12x48 Other connections to same flue  
 chimney flue 12x48 If so, how vented?  
 to be provided? chimney  
 fired, how vented? chimney Rated maximum demand per hour

**MISCELLANEOUS EQUIPMENT OR SPECIAL INFORMATION**

Amount of fee enclosed? 1.00 (\$1.00 for one heater, etc., 50 cents additional for each additional heater, etc., in same building at same time.)

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

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 Installer Frank Goldsmith Burnham-Morrill Co.

Brick Ovens for Burnham + Morrill Co. at 45 Water St. 5/28/46

1- Architect's letter of 4/26/46 stated that floor of addition is designed for a safe load of 300# per sq ft, so that if the load of 225# per sq ft of oven load, as given on plan showing ovens is O.K., then floor framing should be O.K.

2- 8"-18.4# I - 13'-6" span = 14,000#  
 $M_{max} = \frac{P \cdot L^2}{4} = \frac{1000 \times 13.5 \times 13.5}{4} = 49,500"$   
 $S = \frac{40,550}{20,000} = 2.02$  required

S of 8"-18.4# I = 14.2, so O.K.

3- Capacity of roof beams to support loads from I-beam rails should be checked with designer.

4- Mr. Goldsmith says that sheet metal stacks will be provided for venting of ovens. This is permissible if temperature of flue gases will never exceed 550°, since these ovens are gas fired. (See notes on inspection copy). Notes on oven plans give higher temperatures, but these are probably right at burner and inside ovens.

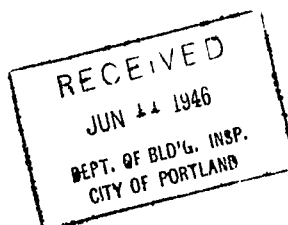


STATEMENT ACCOMPANYING APPLICATION OF Burnham & Merrill Co.  
FOR A PERMIT TO COVER INSTALLATION OF ~~A~~ GAS-FIRED  
bean baking ovens  
IN THE BUILDING ~~OF~~ called Annex

1. This statement is to be considered as much a part of the application for the permit as though written on the application form, but failure to mention any requirements of the Building Code or any laws relating to the same subject matter, herein, shall not relieve any person, firm or corporation from compliance therewith.

2. The enclosed burners of the bean baking ovens proposed to be installed will have a rated maximum demand in excess of 50,000 British Thermal Units per hour at maximum input rating, and it is proposed to vent this appliance otherwise than to a legal masonry chimney. As provided in Section 601-a-3 of the Building Code of the City of Portland, the undersigned installer certifies that the flue gas temperatures at the outlet of the flue connection of this appliance will never exceed 550 degrees Fahrenheit, and, after installation, if required by the Inspector of Buildings of the City of Portland, this installing company will run temperature tests to establish this maximum temperature. In event such temperature tests show flue gas temperatures at the outlet of the flue connection of this device in excess of 550 degrees Fahrenheit, this installer will be responsible for providing a suitable vent from this appliance to a legal masonry flue, all in accordance with the Building Code of the City of Portland.

Burnham & Merrill Co.  
By: J. Goldenwith Eng.



# BURNHAM & MORRILL COMPANY

Established 1845



## PURE FOOD PRODUCTS

BOX 1871

PORTLAND, MAINE

(2)

June 6, 1946

IN REPLY  
REFER TO

FG:GN

*Brick-Oven*  
BAKED BEANS  
BROWN BREAD  
FISH FLAKES  
CODFISH CAKES  
LOBSTER-CLAMS  
DEVILED LOBSTER  
CLAM CHOWDER  
CLAM BOUILLON  
PARIS SUGAR CORN  
PARIS SUCCOTASH  
MAINE CORN RELISH  
STRINGLESS BEANS  
LIMA BEANS  
SPAGHETTI  
WELSH RABBIT  
INDIAN PUDDING

City of Portland  
Department of Building Inspection  
Portland, Maine

Attention: Mr. Warren McDonald

Dear Sir:

Ref: AP 45 Water St. - 1

With reference to your first question, we are aware of the additional load which will be carried by our roof beams, and our architect has taken this into consideration in his design.

After considerable experimentation, such as placing thermometers in various locations in our experimental oven and our present ovens, we expect that the flue temperature will never exceed 350° F. Therefore, we have signed the enclosed statement covering section 601-A-3 of the Building Code of Portland.

Very truly yours,

BURNHAM & MORRILL COMPANY

BY: *J. Goldsmith*



Enc.

RECEIVED

JUN 11 1946

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

# BURNHAM & MORRILL COMPANY

Established 1845



## PURE FOOD PRODUCTS

BOX 1871

PORTLAND, MAINE

(2)

May 21, 1946

IN REPLY  
REFER TO  
FG:GN

*Brick-Oven*  
BAKED BEANS  
BROWN BREAD  
FISH FLAKES  
CODFISH CAKES  
LOBSTER-CLAMS  
DEVILED LOBSTER  
CLAM CHOWDER  
CLAM BOUILLON  
PARIS SUGAR CORN  
PARIS SUCCOTASH  
MAINE CORN RELISH  
STRINGLESS BEANS  
LIMA BEANS  
SPAGHETTI  
WELSH RABBIT  
INDIAN PUDDING

Mr. Warren McDonald  
Inspector of Building  
Portland, Maine

Dear Sir:

Please find enclosed plans showing location, etc. of bean-baking ovens in our "annex" building. Plans for this building by J. Calvin Stevens, Architects, now in your possession will show various structural details of the building.

Very truly yours,

BURNHAM & MORRILL COMPANY

BY: *J. Goldsmith, Jr.*

Enc.



RECEIVED  
MAY 22 1946  
DEPT. OF BLD'G. INSP.  
CITY OF PORTLAND

ATH  
ESS  
RMT  
EH  
AJS  
EL  
BS

45 Water Street

May 21, 1946

Burnham-Morrill Company  
45 Water Street  
Portland 2, Maine

Subject: Application for building permit to cover installation and construction of two double batteries of gas-fired bake ovens for and by Burnham-Morrill Company in new addition at 45 Water Street now under construction

Gentlemen:

From talking with Mr. Goldsmith I learned that the gross capacity of each of the travelling hoists to serve these ovens will be 1,000 pounds, and that the rails will be supported beneath the roof framing. The load of the fully loaded hoists plus the weight of the hoist itself and the supporting members will not be very great, but I presume the architects were aware of this and took it into account in designing the roof members which will carry the load, this design being covered by the architect's statement of design.

Architect's plan shows the safe load of floor at 500 pounds per square foot, and plan of oven shows the total load of them to be 225 pounds per square foot, so that this feature would appear to have a good margin of safety.

Where such appliances are to be vented to other than a standard chimney, Sec. 601a5.5 of the Building Code provides as follows:

"The applicant for a permit to install such appliances shall state in the application that flue gas temperatures at the point of connection with the outlet pipe will never exceed 550 degrees Fahrenheit; shall agree in the application to run temperature tests if required by the Inspector at any time after installation; and shall agree in event such temperature tests should show flue gas temperatures at the point of connection of such appliance or combination of appliances to the outlet pipe in excess of 550 degrees Fahrenheit, to provide a legal masonry flue and to vent such gas-fired appliances thereto."

In your case I presume the point of critical temperatures would be at the base of the vertical stack where the horizontal flues from the various ovens connect to the stack through the roof. In such cases I am required by law to have in writing the statement stipulated, and there are enclosed two copies of this blank statement which we have used in other similar cases. The Portland Gas Light Company usually files this statement or at least furnishes the information as to the theoretical temperature at the critical point. Presumably city gas is to be used, and the Portland Gas Light Company will no doubt furnish you the information as to the theoretical temperatures at the base of the vertical stacks as to whether or not that temperature would exceed 550 degrees Fahrenheit.

Will you be kind enough to have one of the blanks filled in and signed so that the permit may be issued without delay?

Very truly yours,

Inspector of Buildings

21/21/46  
21/21/46