

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

DECEMBER 17, 2018 CITY COUNCIL AGENDA

The Portland City Council will hold a regular City Council meeting at 5:30 p.m. in City Council Chambers. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

Arts in the Chamber, Beth Wilbur Van Mierlo, Executive Director of Side x Side, an Innovative Arts Education Initiative in the Public School System.

ANNUAL MEETING:

SPECIAL MEETING:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

December 3, 2018 Draft Inaugural Minutes

December 3, 2018 Draft Regular City Council Minutes

PROCLAMATIONS:

Proclamation 18-18/19 Honoring Melisa Huntley, Health and Human Services Department, Public Health Division, as Employee of the Month for October 2018 - Sponsored by Mayor Ethan K. Strimling.

Proclamation 19-18/19 Honoring Portland High School Sailing Team - Sponsored by Mayor Ethan K. Strimling.

APPOINTMENTS:

Order 108-18/19 Appointing Constables for 2019 - Sponsored by Jon P. Jennings, City Manager

This order appoints constables from multiple City Departments and from the Portland Housing Authority for the 2019 calendar year.

The Fire Department constables will be issuing citations authorized by the City Code of Ordinances Chapter 10 and Fire Prevention Laws. The Permitting and Inspections Department enforces City Code provisions for business licensing, rental housing, building, electrical and plumbing codes. The Department of Parks, Recreation, and Facilities enforces dogs at large violations in the parks, playgrounds and cemeteries as well as failure to dispose of animal waste, all from Portland City Code Chapter 5. Constables working for the Police Department issue citations for violations of City Code, including, for example, harboring a dangerous dog and smoking in city parks.

Property Managers employed by the Portland Housing Authority (PHA) are responsible for lease enforcement, including serving legal documents in eviction cases. In accordance with Maine law, certain documents can only be served by a Constable or Sheriff.

These appointments are effective from 12:01 a.m. on January 1, 2019 until 12:00 midnight, December 31, 2019, and are made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets, except for the constables listed who work for the Parking Division and issue parking tickets as part of their job.

Five affirmative votes are required for passage after public comment.

Order 109-18/19 Authorizing Special Council and Outside Boards and Commissions for 2019 - Sponsored by Mayor Ethan K. Strimling.

This order appoints City Councilors and City staff to various boards and commissions for 2019.

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 110-18/19 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Quinton L. Smith – Sponsored by Jon P. Jennings, City Manager.

This order authorizes the City Council to approve the transfer of \$743.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Quinton L Smith.

The money was seized during a drug investigation conducted by the M.D.E.A. in conjunction with the Portland Police Department. The money will be deposited into the Portland Police Department's drug investigation account. The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor. The money may also be used to support the department's Law Enforcement Addiction Advocacy Program.

Five affirmative votes are required for passage of the Consent Calendar after public

comment.

LICENSES:

Order 111-18/19 Granting Municipal Officers' Approval of Austin Street Brewery LLC dba Austin Street Brewery LLC. Application for a Class A Lounge with Entertainment without Dancing and Outdoor Dining on Private Property at 109 Fox Street - Sponsored by Michael Russell, Director of Permitting and Inspections Department.

Austin Street Brewery LLC dba Austin Street Brewery LLC. Application for a Class A Lounge with Entertainment without Dancing and Outdoor Dining on Private Property at 109 Fox Street. Application was filed on 11/09/2018. New City and State applications.

Five affirmative votes are required for passage after public comment.

Order 112-18/19 Granting Municipal Officers' Approval of Eighteen Twenty LLC dba Eighteen Twenty Wines. Application for a Winery with Outdoor Dining on Private Property at 219 Anderson Street - Sponsored by Michael Russell, Director of Permitting and Inspections Department.

Eighteen Twenty LLC dba Eighteen Twenty Wines. Application for a Winery with Outdoor Dining on Private Property at 219 Anderson Street. Application was filed on 11/19/2018. New City applications. The owners currently operate the same business in a different unit.

Five affirmative votes are required for passage after public comment.

Order 113-18/19 Granting Municipal Officers' Approval of Deering 539, LLC dba Masa & Malt. Application for a Class I FSE at 646 Forest Avenue - Sponsored by Michael Russell, Director of Permitting and Inspections.

Deering 539, LLC dba Masa & Malt. Application for a Class I FSE at 646 Forest Avenue. Application was filed on 11/26/2018. New City and State application.

Five affirmative votes are required for passage after public comment.

Order 114-18/19 Granting Municipal Officers' Approval of RB Portland LLC dba Westin Portland Harborview. Application for a Class IA Inn 40+ Rooms with Entertainment with Dancing and After Hours Entertainment at 157 High Street - Sponsored by Michael Russell, Director of Permitting and Inspections.

RB Portland LLC dba Westin Portland Harborview. Application for a Class IA Inn 40+ Rooms with Entertainment with Dancing and After Hours Entertainment at 157 High Street. Application was filed on 11/26/2018. New City and State applications. This is a change of ownership of an existing business.

Five affirmative votes are required for passage after public comment.

Order 115-18/19 Granting Municipal Officers' Approval of Illmadic LLC dba Illamdic. Application for a Class A Lounge with Entertainment without Dance and Outdoor Dining on Private Property at 41 Fox Street - Sponsored by Michael Russell, Director of Permitting and Inspections.

Illmadic LLC dba Illamdic. Application for a Class A Lounge with Entertainment without Dance and Outdoor Dining on Private Property at 41 Fox Street.

Application was filed on 11/26/2018. New City application. The owners currently operate a Class A Lounge with Outdoor Dining on Private Property at this location.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

Com 18-18/19 Economic Development Committee Calendar Year 2018 Accomplishments - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee met on November 14, 2018 and voted unanimously (3-0) to forward this item to the City Council as a Communication.

At the November 14, 2018 Economic Development Committee (EDC) meeting, staff presented a summary of the accomplishments of the Committee for calendar year 2018. Notable accomplishments include directing proposed amendments to three existing area-wide TIF Districts (Bayside, Downtown/Transit, and Waterfront) to add workforce training as an allowable use of TIF revenue, along with increasing the TIF District capture rate for the Downtown/Transit TIF to shelter the value of TIF revenue, and recommendations to sell or amend an existing Purchase and Sale Agreement related to City-owned Bayside properties.

As a Communication this item requires no public comment or formal Council action.

RESOLUTIONS:

UNFINISHED BUSINESS:

Order 96-18/19 Approving Purchase and Sale Agreement with Waterstone Properties Group, Inc. - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development met on October 16, 2018, and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The City has determined that the 4.82 acre vacant parcel, located in Portland between the Maine Turnpike and the proposed large scale mixed use project in Westbrook, is not needed for municipal use and should be sold. The interested buyer for this property is the Westbrook mixed-use project developer Waterstone Properties Group, Inc.

The subject site is not a legal conforming parcel to develop because it lacks street frontage, and there is no access to public utilities. Additionally, the site is encumbered by 1.81 acres of wetlands and two CMP easements (including 1.48 acres), which prohibit erecting or maintaining structures of any kind.

The upland areas, estimated to be 1.53 acres (excluding the no-build CMP easements), are not contiguous, and access to these areas would require crossing wetlands on-site and wetlands located on the adjacent privately owned Westbrook mixed-use project property.

The proposed purchase price is \$11,220, as determined by the City Assessor. It is noted that the property appraisal determined the value of this property to be \$0.

The Buyer agrees to indemnify the City regarding any environmental issues, and the property is sold in an “AS IS WHERE IS” condition.

At the November 5, 2018, City Council meeting, this item was postponed to this meeting. Staff is asking that this item be postponed to the February 20, 2018 Council meeting.

Order 97-18/19 Authorizing Lease-Purchase Agreement for Conversion to LED Street Lights - Sponsored by Jon P. Jennings, City Manager.

The Finance Committee considered this agreement at its November 29, 2018 meeting and voted 3-0 to forward it to the City Council with a recommendation for passage.

In October 2017 the City Council unanimously approved an \$8M contract with TEN Connected Solutions in support of the City’s goal to convert streetlights to LED. In advance of that approval a two-phase financing proposal for the project was presented to the City Finance Committee. The financing proposal included two \$4M municipal leases, paid entirely from savings generated by the LED conversion. The total cost of the first \$4M lease (approved unanimously by City Council in October 2017) was approximately \$446k annually, significantly less than the overall \$1.065M project savings projections from TEN. As noted in the original financing proposal, a second \$4M municipal lease would be required in FY19 and authorization for this lease must be approved by City Council. The second lease would add an additional \$475-\$525k in annual debt service costs to future City budgets (depending on final interest rate) and the combined cost of both municipal leases will be lower than the savings generated by the LED conversion. It is worth noting that the debt service on each municipal lease will end in 2028-2029 but the savings generated from the LED conversion project, approximately \$900-950k in reduced streetlight maintenance annually plus \$100-150k in electricity savings from reduced energy consumption, will continue for decades.

This item must be read on two separate days. It was given a first reading on November 5, 2018. At the November 19, 2018 City Council meeting this item was postponed to this meeting. Five affirmative votes are required for passage.

Order 107-18/19 Establishing the City Council Ad Hoc ReCode Committee - Co-sponsored by Councilor Kim Cook and Councilor Nicholas M. Mavodones, Jr.

By this order, the City Council would establish an Ad Hoc Committee to provide policy guidance to the Planning Board during its work to rewrite Chapter 14, the Land Use Code, of the Portland City Code.

Five affirmative votes are required for passage after public comment.

Com 7-18/19 Re: Mayor's Appointments to Ad Hoc ReCode Committee - Sponsored by Mayor Ethan K. Strimling

By this communication, which was postponed on December 3, 2018 to this meeting, the Mayor appoints three City Councilors to the Ad Hoc ReCode Committee.

As a communication, this item requires no public comment or formal Council action.

ORDERS:

Order 116-18/19 Approving an Appropriation of Up To \$36,000 from the Housing Trust Fund - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on November 14, 2018 and voted unanimously, 2-0 (Ali absent), to recommend to the City Council the appropriation of funding from the Housing Trust fund to lower the effective sale price of three Inclusionary Zoning Home Ownership units. This agenda item implements that recommendation through a proposed public match to additional developer subsidy for these units in the form of a down payment assistance program.

The three units, one in 1 Joy Place and two in 60 Parris Terraces, would each be reduced in price by up to \$12,000 plus the developers' 79% match, allowing them to be sold at a lower price to qualified low income households.

Five affirmative votes are required for passage after public comment.

Order 117-18/19 Approving the Amended and Restated Lease with Casco Bay Island Transit District - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.

The Economic Development Committee meet on November 14, 2018, and voted 2-0 to forward this item to the City Council with a recommendation for passage. (It is noted

that Councilor Mavodones recused himself from the Lease discussion and vote because he is employed by CBITD.)

The City is currently leasing land, located on the Maine State Pier, to the Casco Bay Island Transit District (“CBITD” or “the tenant”) for their public transit operations in Casco Bay. The Current Lease expired in June 2018, but the parties have continued to perform their obligations under that

Lease (the “Current Lease”). Based on guidance from the Economic Development Committee, a draft Amended and Restated Lease is enclosed and recommended for City Council (the “New Lease”).

CBITD has noted that a long-term agreement is essential to preserve previously approved Federal and State transportation funding of \$7M+ and to obtain new grants to improve the property and maintain / upgrade their fleet. CBITD also has noted they will be required to prove right title and interest in the property they are improving to obtain permits and future grants. To ensure CBITD has the longer-term lease they desire, the New Lease being brought forward to the Council is a 20-year lease with automatic 1-year renewal terms. Termination is permitted after the initial 20-year term with 1-year notice. Expiration of the initial 20-year term coincides with the expiration of the Casco Bay Garage Condominium Association, at which point the City will have significant flexibility over Casco Bay Garage operations.

There is no change to the leased premises. Please see Financial Impact of this transmittal memo regarding details of the rent.

One change from the Current Lease to the New Lease worth mentioning was a request from CBITD to be permitted to have a food vendor or small café on site in order to provide coffee / snacks for their patrons. CBITD made it clear they were not seeking a full-service restaurant and that no plans to add any food vendor on site were imminent. The request for the lease amendment was simply to give themselves flexibility to add a small café or perhaps have a food vendor on site at some point in the future as an added convenience for passengers.

Five affirmative votes are required for passage after public comment. Economic Development Committee/Councilor Justin Costa, Chair; meeting held on November 14, 2018, and the vote was 2-0 to forward this to the City Council for approval. (It is noted that Councilor Mavodones recused himself from the Lease discussion and vote because he is employed by CBITD.)

Order 118-18/19 Approving the Termination and Transfer of the Asa Clapp Trust - Sponsored by Jon P. Jennings, City Manager.

The City Council is asked to approve a change in the management of a trust originally received by the City of Portland by a bequest in the Last Will and Testament of Asa Clapp in 1848. Since October 4, 1943, by City Council Order, the income of the trust was distributed to the Portland Provident Society for the benefit of poor widows and other

women in Portland. Staff has recommended that this trust be terminated and transferred to the Portland Provident Association for the benefit of the Portland charitable organizations. The value of the trust is approximately \$13,700.48.

The Portland Provident Association was incorporated in 1864 and has been providing humanitarian relief in the Greater Portland area since that time. Income from the trust would be distributed by the Association in accordance with the terms of Asa Clapp's gift, namely, to aid "poor widows" and married women in need "of the common necessities of life". Any such amounts would be directed to the following charities, among others: Cora Brown Foundation, Crossroads, Florence House, Martha's Cottage, and Southern Maine Agency on Aging. The funds will be separately accounted for. The Secretary of the Association, Attorney Peter Webster, works at the law firm Verrill Dana and has agreed to present a complaint to the Cumberland County Probate Court, under the purview of the Office of Corporation Counsel, on a pro bono basis.

Five affirmative votes are required for passage after public comment.

AMENDMENTS:

Order 119-18/19 Approving 180-Day Moratorium on Non-Marine Use Expansion in the Waterfront Central Zone - Sponsored by Jon P. Jennings, City Manager.

Responding to concerns brought forward from members of the Portland Harbor fishing community, the City Council is asked to enact a moratorium on all construction of new non-marine structures and expansion of non-marine use. The moratorium is intended to be effective as of December 17, 2018 (date of First Reading) and should be enacted as an emergency order. As drafted, the moratorium will be in effect for 180 days, unless extended by Council order.

During the period of this moratorium the City shall not accept applications for building permit, site plan, and subdivision applications, conditional use applications, contract zone or conditional rezoning requests, zoning text amendment and/or development applications for any new non-marine structure or expansion of a non-marine use in the WCZ .

Applications already received shall not be processed unless substantive review has been undertaken prior to the effective date of this moratorium. The only exceptions shall be for immediate threats to public safety as determined by the Director of Permitting & Inspections.

During the term of the moratorium, the City Manager has committed to facilitating the following process in order to address the concerns that have given rise to the proposed moratorium:

1. Zoning: Interested parties will be invited to collaborate on an evaluation of the current Waterfront Central Zone text and provide recommendations to the Portland Planning Board for amendments, if deemed warranted.

2. Transportation: Interested parties will be invited to participate in and inform the on-going Commercial Street Operations and Master Plan process. City staff from Planning, Economic Development, and Public Works will continue to guide the study consultants to respect the marine use priority of the corridor consistent with the Comprehensive Plan and as described in the study scope of services. Commercial Street stakeholders will be notified of all relevant meetings and will be invited to have a formative role in the generation of ideas for evaluation and the recommendation of alternative solutions for implementation.

3. Tax Increment Financing -TIF: The City Manager will create a Waterfront Tax Increment Financing Task Force with representation from the fishing community, waterfront property owners, and others to recommend use of TIF revenues consistent with the waterfront focus of the Waterfront TIF District.

4. Berthing: The City Economic Development Department will monitor commercial berthing opportunities in Portland Harbor. If Commercial berthing demand cannot be met by existing private and public supply, the Economic Development Department will report such conditions to the City Council and advocate for an expansion of berthing for commercial fishing on both public and private facilities, including the Portland Fish Pier. The City will also explore financing options to create such berthing, if needed.

5. Enforcement: Existing ordinances limiting or prohibiting expansions of commercial parking for offsite, non-marine use within the Waterfront Central Zone will remain in effect. Any violations will be investigated and enforcement action undertaken as appropriate.

6. The City will reexamine issues of wharf access, and opportunities for loading and off-loading gear and product, and areas to work on gear, at private and public spaces, including the Fish Pier.

Staff is requesting that the second read of this two-read item be waived, and that it be passed as an emergency. If the second read is waived by a vote of seven or more, seven affirmative votes are required for passage as an emergency, following public comment.

6:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

DECEMBER 3, 2018 CITY COUNCIL INAUGURAL AGENDA MINUTES

MINUTES ARE DRAFT UNTIL APPROVED BY THE CITY COUNCIL AT THE FOLLOWING MEETING.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

PRESENTATIONS:

The City Clerk will announce the City of Portland City Council Election Results, as follows:

APPOINTMENTS:

Order 106-18/19 Appointing Nicholas M. Mavodones, Jr. Mayor Pro Tempore - Sponsored by Mayor Ethan K. Strimling

Motion was made by Councilor Cook and seconded by Councilor Thibodeau for passage. Passage 9-0.

RESOLUTIONS:

Resolution 4-18/19 Adopting Council Rules of Procedure 2018-2019 - Sponsored by the Rules and Reports Committee, Mayor Ethan K. Strimling, Chair.

Motion was made by Mayor Strimling and seconded by Councilor Ray to amend Resolution 4 by adding to Rule 34, "except the Economic Development Committee which shall have four (4) members" . Passage 9-0.

Motion was made by Councilor Batson and seconded by Councilor Ray for passage as amended. Passage 9-0.

ORDERS:

COMMUNICATIONS

DECEMBER 3, 2018 CITY COUNCIL AGENDA MINUTES

Com 8-18/19 Re: Mayor's Appointments to the City Council Standing Committees and Library Trustee for 2018-2019

As a communication this items requires no vote.

Motion was made by Councilor Ray and seconded by Councilor Duson to adjourn.

Passage 9-0, 12:35

A TRUECOPY.

City Clerk

Katherine L. Jones,

DECEMBER 3, 2018 CITY COUNCIL AGENDA MINUTES

MINUTES ARE DRAFT UNTIL APPROVED BY THE CITY COUNCIL AT THE FOLLOWING MEETING.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

PRESENTATIONS:

ANNUAL MEETING:

SPECIAL MEETING:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

November 19, 2018 Draft Regular City Council meeting minutes.

Motion was made by Councilor Batson and seconded by Councilor Ray for passage.
Passage 9-0.

PROCLAMATIONS:

APPOINTMENTS:

CONSENT ITEMS:

Order 108-18/19 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Russell Jay – Sponsored by Jon P. Jennings, City Manager.

Order 109-18/19 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Yosaf Devine – Sponsored by Jon P. Jennings, City Manager.

DECEMBER 3, 2018 CITY COUNCIL AGENDA MINUTES

Order 110-18/19 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Jerome Davis – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Thibodeau and seconded by Councilor Ray for passage of the consent items. Passage 9-0.

LICENSES:

BUDGET ITEMS:

COMMUNICATIONS:

Communication 9-18/19 Re: Revisions to Rules and Regulations Schedule A - Sponsored by Jon P. Jennings, City Manager.

RESOLUTIONS:

Resolution 5-18/19 Honoring the 250th Anniversary of the Portland Fire Department - Co-Sponsored by Councilor Jill C. Duson, Councilor Spencer Thibodeau, Councilor Pious Ali, Councilor Belinda Ray, Councilor Kimberly Cook, Councilor Brian Batson, Councilor Nicholas M. Mavodones, Jr. and Mayor Ethan Strimling.

Motion was made by Councilor Ray and seconded by Councilor Batson for passage. Passage 9-0.

Resolution 6-18/19 Opposing the Department of Homeland Security Rule Change Re: "Public Charge" - Co-Sponsored by Councilor Pious Ali, Councilor Justin Costa, Councilor Brian Batson, Councilor Jill C. Duson, Councilor Kimberly Cook, Councilor Belinda Ray, Councilor Spencer Thibodeau, Councilor Nicholas M. Mavodones, Jr., and Mayor Ethan K. Strimling,

Motion was made by Councilor Ali and Councilor Duson for passage. Passage 9-0.

UNFINISHED BUSINESS:

ORDERS:

AMENDMENTS:

DECEMBER 3, 2018 CITY COUNCIL AGENDA MINUTES

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Motion was made by Councilor Costa and seconded by Councilor Ray suspend the rules and allow public comment before 6:00 P.M. Passage 9-0.

Motion was made by Councilor Ray and seconded by Councilor Batson to adjourn. Passage 9-0, 12:55 P.M.

A TRUE COPY.

Katherine L. Jones, City Clerk

PROCLAMATION

Honoring

Melisa Huntley
Employee of the Month

October 2018

WHEREAS: **Melisa Huntley** of the Health and Human Services Department, Public Health Division, has been named the City of Portland Employee of the Month by a committee of her peers and selected for this distinct honor from a workforce of over 1,300; and

WHEREAS: This award is presented in recognition of **Melisa's** work as a Senior Accountant with over 15 years of City service. **Melisa** is recognized for her exemplary work and dedication. In the past few years there have been numerous changes in the department creating a significant increase in **Melisa's** work and she has taken on these duties without complaint; and

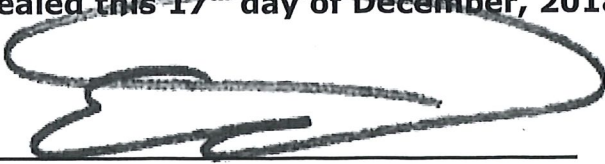
WHEREAS: These duties include accounting functions, human resource functions, payroll functions, and more. **Melisa** is thoughtful, considerate, and cares about the staff she supervises. **Melisa** always makes herself available to provide training and assistance for new staff whenever and wherever needed; and

WHEREAS: Additionally, **Melisa** has embraced the new Tyler Technologies/Munis program. **Melisa** has attended every training session and often works extra hours to keep things going along in Public Health without interruption. **Melisa** has become a Tyler "super user" in the HHS Department and her work on this is truly impressive. **Melisa** is always looking for efficient ways to do things. Coworkers recognize and appreciate **Melisa's** hard work, leadership style, and sense of humor.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Ethan K. Strimling, Mayor of the City of Portland, Maine, and the members of the Portland City Council do hereby proclaim honor and recognition to **Melisa Huntley** as **City Employee of the Month, October 2018**.

Signed and Sealed this 17th day of December, 2018





Ethan K. Strimling, Mayor
City of Portland, Maine

PROCLAMATION

RECOGNIZING

PORTLAND HIGH SCHOOL SAILING TEAM

WHEREAS, Hal Clews, Jondall Norris, Eva Ermlich, and Fox Fernald of the Portland High School Sailing Team, sailing out of SailMaine, and with the support of the Portland Parks and Recreation Department and the City of Portland, qualified for the High School Keelboat National Championship in St. Petersburg, Florida on December 8th and 9th, 2018; and

WHEREAS, The team is only one of 10 teams in the country to qualify for the High School Keelboat National Championship; and

WHEREAS, The team demonstrated great boat handling, dedication, sportspersonship, athleticism, and teamwork; and

WHEREAS, The qualities exhibited by the Portland High School Sailing team exemplify the spirit of SailMaine and the City of Portland; and

WHEREAS, The SailMaine community, the families of the sailors and City of Portland have come together to support the Portland High School Team's travel to and participation in the High School Keelboat National Championships in St. Petersburg.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Ethan K. Strimling, Mayor of the City of Portland, Maine, and the members of the Portland City Council do hereby proclaim honor and recognition to the Portland High School Sailing Team for their significant achievements.

Signed and sealed this 17th day of December, 2018


Ethan K. Strimling, Mayor
City of Portland, Maine



**CITY OF PORTLAND
IN THE CITY COUNCIL**

ORDER APPOINTING CONSTABLES FOR 2019

ORDERED, that the individuals listed below are hereby appointed as constables for calendar year 2019;

BE IT FURTHER ORDERED, that these appointments shall be effective from 12:01 a.m. January 1, 2019, until 12:00 midnight, December 31, 2019;

BE IT FURTHER ORDERED, that these appointments are pursuant to Sections 20-19 and 20-19.5, Portland City Code, and none are allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrest.

PERMITTING AND INSPECTIONS

DEPARTMENT

Michael Russell
Jonathan Rioux
Jeanie Bourke
Greg Gilbert
Brian Stephens
Michele DeFrance
Jason Grant
Douglas Morin
Michael Ward
Paul Fagone
Duane Hanson
Jessica Hanscombe
Franklin L. Noiles
Matt Sarapas
Kevin Handscombe
Michael Budischewsky
Eric Cobb
Tom Williams
Jason Duval
Christopher Beaumont

DEPARTMENT OF PUBLIC WORKS

Kathryn Oak
Juliane McLellan
Dawn Davidson
Larry Goodson
Rhonda Zazzara
Ben Pearson
Kevin Thomas

**PARKS, RECREATION, AND
FACILITIES**

Jill Mulkern, Lead Ranger
Rick Meserve
Stu Cushman
Bob McMann
Nate Slocum
Chris Kull
Robert Weyer
Eddie Walsh
Keith Forest
Ethan Owens
Joe Dumais

PARKING CONTROL

Kevin Ready
Paul Willey
John Peverada

POLICE DEPARTMENT

Kelly Watters
Ruthann Weist
Charles Green

FIRE DEPARTMENT

Keith Gautreau
David Petrucci
John Brennan
Robert Thompson
David Nichols
Michael Clinton

DEPARTMENT OF PUBLIC WORKS

Kathryn Oak
Juliane McLellan
Dawn Davidson
Larry Goodson
Rhonda Zazzara
Ben Pearson
Kevin Thomas

PORTLAND HOUSING AUTHORITY

Karin Lavigne
Trevor Nugent
Clayton Williams
Shannon Rafferty-Roy
Marcia Yeaton
Jason Beseda

PORTLAND PUBLIC LIBRARY

Joaquim Almeida
Miroslav M. Petrovic

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AUTHORIZING SPECIAL COUNCIL AND
OUTSIDE BOARDS AND COMMISSIONS APPOINTMENTS FOR 2019**

ORDERED, that the individuals identified in Attachment A to this order are hereby appointed as members of the boards and commissions listed in Attachment A for the calendar year 2019

**ANNUAL APPOINTMENTS AND NOMINATIONS TO
BOARDS AND COMMISSIONS
ATTACHMENT A**

**Casco Bay Island Transit
District**

Staff: Mike Murray

Creative Portland

Councilor: Ethan Strimling
Staff: Dinah Minot

GPCOG General Assembly

Mayor Ethan Strimling
Councilor: Belinda Ray
Councilor: Jill Duson
Councilor: Kimberly Cook
Staff: Jon Jennings
Staff: Jeff Levine
Staff: Michael Sauschuck

Cumberland County Fin. Com

Mayor: Ethan Strimling
Councilor: Justin Costa

ECOMaine

Councilor: Kimberly Cook
Staff: Anne Bilodeau
Staff: Chris Branch
Staff: Troy Moon

Fish Exchange

Councilor: Nicholas Mavodones

Fish Pier Authority

Councilor: Nicholas Mavodones
Staff: Brendan O'Connell

Greater Portland Transit

Mayor Ethan Strimling
Councilor: Belinda Ray
Councilor: Pious Ali
Staff: Paul Bradbury
Staff: Jeff Levine

Island Advisory

Staff: Mike Murray

Jetport Noise Advisory

Councilor: Brian Batson

Land Bank Commission

Councilor:

MMA Leg Policy

Mayor: Ethan Strimling
Councilor: Kimberly Cook
Councilor: Jill Duson
Staff: Jon Jennings

Metro Regional Coalition

Mayor: Ethan Strimling
Staff: Jon Jennings

PACTS Policy Com

Mayor: Ethan Strimling
Councilor: Spencer Thibodeau
Staff: Jon Jennings
Staff: Chris Branch
Staff: Nell Donaldson
Staff: Jeremiah Bartlett

PACTS Technical Com

Staff: Jeremiah Bartlett

PACTS Planning Com

Staff: Bruce Hyman

Parks Commission

Councilor: Brian Batson

**Portland Regional Chamber,
Portland Community and
City Affairs Committee**

Staff: Jon Jennings,
(delegated to Greg Mitchell)

Portland Development Corp

Mayor: Ethan Strimling
Staff: Jon Jennings

Portland Downtown

Staff: Dan Mirabile

Portland Public Art

Councilor: Pious Ali

Waterfront Alliance

Councilor: Nicholas Mavodones

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 30, 2018

SUBJECT: **Order 110-18/19 Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: Quinton L. Smith – Sponsored by Jon P. Jennings, City Manager.**

SPONSOR: Jon P. Jennings, City Manager

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: Yes Yes

PRESENTATION:

I. SUMMARY

The State requires Council approval of the transfer of forfeited cash to the Portland Police Department. (See attached approval form)

II. AGENDA DESCRIPTION

This order authorizes the City Council to approve the transfer of \$743.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Quinton L Smith.

The money was seized during a drug investigation conducted by the M.D.E.A. in conjunction with the Portland Police Department. The money will be deposited into the Portland Police Department's drug investigation account. The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor. The money may also be used to support the department's Law Enforcement Addiction Advocacy Program.

Five affirmative votes are required for passage of the Consent Calendar after public comment.

III. BACKGROUND

The State Forfeiture Statute, 15 M.R.S.A. § 5824 (3) and § 5826(6), requires that before any forfeitable item may be transferred to a State agency, County or municipality, the legislative body of that entity must publicly vote to accept the item.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Funds may be transferred to the Portland Police Department for deposit in the drug investigations account.

V. FINANCIAL IMPACT

The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Smith, Quinton forfeiture 12.17.2018
2. Criminal Forfeiture Smith

Prepared by:

Date: 11/30/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPROVING TRANSFER OF FUNDS
UNDER
15 M.R.S. §§ 5824(3) and 5826(6)
RE: QUINTON SMITH

ORDERED, that the City Council hereby accepts \$743.00 in forfeited assets in the case of State of Maine vs. Quinton Smith from the State of Maine to the City of Portland, pursuant to 15 M.R.S. § 5824(3) and § 5826(6) and as provided in the attached “Approval of Transfer.”

STATE OF MAINE
Cumberland, SS

UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. CR-18-4649

State of Maine

v.

QuintonSmith,
Defendant

}
}
}
}
}
}
}
}
}
}

City of Portland
Approval of Transfer
15 M.R.S. §5824(3)
and §5826(6)

AND
\$743.00 U.S. CURRENCY
DEFENDANT IN REM

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and Section 5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem*, namely \$743.00 U.S. Currency, on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the Defendant(s) *In Rem*, to the City of Portland, Maine pursuant to 15 M.R.S. §5824(3) and §5826(6) on December 17, 2018.

Dated: _____

Mayor

(Impress Legislative Body Seal Here)

JANET T. MILLS
ATTORNEY GENERAL



TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

415 CONGRESS ST., STE. 301
PORTLAND, MAINE 04101
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

November 27, 2018

Portland Police Department
Interim Chief Vern Malloch
109 Middle Street
Portland, ME 04101

RE: State of Maine vs. Quinton Smith
Cumberland County Unified Criminal Court Doc. No. CR-18-4649
Criminal Forfeiture
Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets

Dear Chief Malloch:

Enclosed please find a draft Approval form for submission to the municipal officers.

Please inform the municipal officers that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the municipal legislative body must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the municipal legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The municipal legislative body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the Attorney General and the Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the "*substantial contribution*" of that Department, Agency, County or Municipality, then that entity is in fact, willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, county or

municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the municipal legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the municipal legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your municipal legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is "embossed" with the seal of the municipality. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Johanna Gauvreau
Assistant Attorney General
CRIMINAL DIVISION

Enclosure

STATE OF MAINE
Cumberland, ss

UNIFIED CRIMINAL COURT
Docket No. CR-18-4649

State of Maine	}	
	}	City of Portland
v.	}	Approval of Transfer
	}	15 M.R.S. §5824(3) and §5826
Quinton L. Smith,	}	
Defendant;	}	
	}	
And	}	
	}	
\$743.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and §5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem* namely \$743.00 U.S. Currency, on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the Defendant(s) *In Rem* to the City of Portland, Maine pursuant to 15 M.R.S. § 5824(3) and §5826(6) as approved on _____ 2018.

Mayor

(Impress municipal legislative body seal here)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 26, 2018

SUBJECT: **Order 111-18/19 Granting Municipal Officers' Approval of Austin Street Brewery LLC dba Austin Street Brewery LLC. Application for a Class A Lounge with Entertainment without Dancing and Outdoor Dining on Private Property at 109 Fox Street - Sponsored by Michael Russell, Director of Permitting and Inspections Department.**

SPONSOR:

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY

II. AGENDA DESCRIPTION

Austin Street Brewery LLC dba Austin Street Brewery LLC. Application for a Class A Lounge with Entertainment without Dancing and Outdoor Dining on Private Property at 109 Fox Street. Application was filed on 11/09/2018. New City and State applications.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Austin Street Brewery
2. Austin

Prepared by:

Date: 11/26/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Austin Street Brewery LLC dba Austin Street Brewery LLC. Application for a Class A Lounge with Entertainment without Dancing and Outdoor Dining on Private Property at 109 Fox Street.



October 26, 2018

Mayor Ethan K. Strimling
Portland City Council
389 Congress Street
Portland, ME 04101

Re: Austin Street Brewery, LLC – Application for Food Establishment with Alcoholic Beverages License

Dear Mayor Strimling and City Council Members:

I am writing to inform you that, on behalf of Austin Street Brewery, LLC ("ASB"), ASB intends to apply for, and receive, a City Food Service Establishment with Alcoholic Beverages License in connection with ASB's soon-to-be completed second brewery location in Portland's East Bayside at 109 Fox Street. ASB also intends to apply for a State On-Premises Retail Liquor License, a City Entertainment License, and a City Outdoor Dining Permit on Private Property.

ASB plans to sell its own beer for on-premises consumption and off-premises consumption, and to sell other manufacturers' beer, wine, and spirits for on-premises consumption, at the second brewery location. ASB also plans to sell limited food offerings, as required by applicable state and local law. ASB's tentative food menu will include snacks.

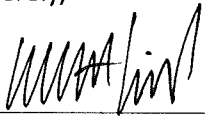
Accordingly, please find enclosed for your review, consideration, and anticipated approval the following documents in connection with the application for the City Food Service Establishment with Alcoholic Beverages License, together with the applications for the related state and local licenses and permits:

1. Application for City Food Service Establishment with Alcoholic Beverages License
 - (a) Diagram of Brewery Premises and Retail Premises (8 ½" x 11")
 - (b) Lease Agreement
 - (c) Payment of Fees - New Application (\$45), Health Inspection (\$150), Criminal History Check (\$21/person), Class A Lounge License Fee (\$2,774), Legal Advertisement Deposit (\$100), and Amusement Device (\$153)
2. Supplemental Application for Entertainment License
 - (a) Payment of Fees - License Fee (\$295)
3. Supplemental Application for Outdoor Dining Permit on Private Property
 - (a) Plot Plan (8 ½" x 11") – Lot Lines and Street Location
 - (b) Location of Proposed Outdoor Dining Area and its Components
 - (i) Space Dimensions, including Square Footage
 - (ii) Tables/Chairs
 - (iii) Fences/Barriers
 - (iv) Egress Dimensions

- (c) Drawing, Photo, or Specifications of Any Proposed Barrier
 - (d) Payment of Fees - License Fee (\$125)
4. Application for State On-Premises Retail Liquor License (Class A Lounge) (Class X)
- (a) Diagram of Brewery Premises and Retail Premises (8 ½" x 11")
 - (b) Corporate Information Required for Business Entities Who Are Licensees – Austin Street Brewery, LLC
 - (c) Corporate Information Required for Business Entities Who Are Licensees – Del Boca Vista
 - (d) Payment of Fees - Filing Fee (\$10), License Fee (\$2,200)

Thank you very much for your time and consideration, and we very much look forward to receiving your anticipated approval of the enclosed applications.

Sincerely,



William Fisher, Manager of Austin Street Brewery, LLC

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	Austin Street Brewery, LLC	Phone:	207-200-1994
Location Address:	109 Fox Street, Portland, ME 04101		
If new, what was formerly at this location:			
Mailing Address:	1 Industrial Way, Unit 8, Portland, ME 04103		
Contact Person:	William Fisher	Phone:	207-837-4376
Contact Person Email:	will@austinstreetbrewery.com		
Manager of Establishment:	William Fisher	Date of Birth: 1-6-83	Phone: 207-837-4376
Owner of Premises (Landlord):	Fox Street Realty, LLC		
Address of Premises Owner:	332 Fore Street, Portland, ME 04101		

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
Austin Street Brewery, LLC		1 Industrial Way, Unit 8, Portland, ME 04103	
Contact Person:	William Fisher	Phone:	207-837-4376
Principal Officers	Title	Date of Birth	Residence Address
William Fisher	Manager	1-6-83	1380 Westbrook Street, Portland, ME 04102
Jacob Austin	Manager	1-15-80	217 Yarmouth Road, Gray, ME 04039

About Your Establishment

Class of Liquor License:	Class A Lounge (Class X)		
Type of food served:	<u>Snacks</u>		
Please circle all that will be served:	<u>Beer</u>	<u>Wine</u>	<u>Liquor</u>
Projected percentage of sales:	Generated from Food: <u>10%</u>	Generated from Alcohol: <u>90%</u>	
Hours & days of operation:	Monday, Wednesday - Saturday, 12 p.m. to 7 p.m.; Sunday 12 p.m. to 5 p.m.		

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	<u>Y</u>
If No, please explain: N/A	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<u>Y</u>
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<u>Y</u>
Will you permit dancing on the premises?	<u>Y</u>
Will you permit dancing after 1:00 a.m.?	<u>Y</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<u>Y</u>
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<u>Y</u>
If yes, please list: # of pinball machines: <u>1</u> # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? <u>11.23.18</u>	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	<u>Y</u>
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<u>Y</u>
If Yes, please list business name(s) and location(s): Austin Street Brewery, LLC, 1 Industrial Way, Unit 8, Portland, ME 04101	
Is any principal officer under the age of 21?	<u>Y</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<u>Y</u>
If Yes, please explain:	

I, William Fisher, do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature William Fisher Title Manager Date 10.26.18

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department

Michael A. Russell, MS, Director

389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557

www.portlandmaine.gov

Supplemental Application for Dancing and Entertainment License

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Alcohol license.

☒ Entertainment without Dancing: \$295 ☐ Entertainment with Dancing: \$529 ☐ After-Hours (1 a.m. to 3 a.m.): \$595

Business Information			
Business Name (d/b/a):	Austin Street Brewery, LLC	Phone:	207-200-1994
Location Address:	109 Fox Street, Portland, ME 04101		

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment: Brewery		
Will music be electric, acoustical, or both? (Circle)		
Will amplification be used?		(Y)N
If yes, where and at what level? Indoors and outdoors, less than 92 decibels measured from 8 feet		
Will music be played (Circle all that apply): Inside Outside		
Will you permit dancing on the premises?		Y(N)
Will you permit dancing after 1:00 a.m.?		Y(N)
What is your targeted opening date? 11.23.18		
Does the issuance of this license directly or indirectly benefit any City employee(s)?		Y(N)
If Yes, list name(s) of employee(s) and department(s): N/A		

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/ We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/ We hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title Manager Date 10.26.18

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov



Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Outdoor Dining Permit on Private Property Supplemental Application

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
 Valid April 1-November 15

☒ Outdoor Dining on Private Property \$125.00 ☒ Legal Advertisement Deposit \$100.00

Business Information			
Business Name (d/b/a):	Austin Street Brewery, LLC	Phone:	207-200-1994
Location Address:	109 Fox Street, Portland, ME 04101		
Mailing Address:	1 Industrial Way, Unit 8, Portland, ME 04103		
Contact Person:	William Fisher	Phone:	207-837-4376
Contact Person Email:	will@austinstreetbrewery.com		
Manager of Establishment:	William Fisher	Date of Birth: 1-6-83	Phone: 207-837-4376
Owner of Premises (Landlord):	Fox Street Realty, LLC		
Address of Premises Owner:	332 Fore Street, Portland, ME 04101		

Owner Information

Corporate Name		Corporate Mailing Address	
Austin Street Brewery, LLC		1 Industrial Way, Unit 8, Portland, ME 04103	
Contact Person:	William Fisher	Phone:	207-837-4376
Principal Officers	Title	Date of Birth	Residence Address
William Fisher	Manager	1-6-83	1380 Westbrook, Street, Portland, ME 04102
Jacob Austin	Manager	1-15-80	217 Yarmouth Road, Gray, ME 04039

About Your Establishment

Class of License:	Class A Lounge (Class X)
Type of food served:	Snacks
Please circle all that will be served:	Beer (Wine) (Liquor)
Hours & days of operation:	Monday, Wednesday - Saturday 12 p.m. to 7 p.m.; Sunday 12 p.m. to 5 p.m.
Number of Tables	46 7
Number of Chairs	92 28

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

I fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature UWA/lin Title Manager _____ Date 10.26.18

For Administrative Use Only

Amount: _____	Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	
CC _____ CA _____ CK _____	Health: _____	
	PD: _____	
Amount: _____	PR: _____	
Date Paid: _____	Treasury: _____	
CC _____ CA _____ CK _____	Zoning: _____	

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

PRESENT LICENSE EXPIRES _____

NEW application: X Yes ☐ No

If business is NEW or under new ownership, indicate starting date: **11.23.18**

Requested inspection date: **11.21.18**

Business hours: Mon, Wed-Sat 12 pm to 7 pm; Sunday 12 pm to 5 pm

INDICATE TYPE OF PRIVILEGE: X MALT X VINOUS X SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|---|---|--|
| ☐ RESTAURANT (Class I,II,III,IV) | ☐ RESTAURANT/LOUNGE (Class XI) | X CLASS A LOUNGE (Class X) |
| ☐ HOTEL (Class I,II,III,IV) | ☐ HOTEL, FOOD OPTIONAL (Class I-A) | ☐ BED & BREAKFAST (Class V) |
| ☐ CLUB w/o Catering (Class V) | ☐ CLUB with CATERING (Class I) | ☐ GOLF COURSE (Class I,II,III,IV) |
| ☐ TAVERN (Class IV) | ☐ QUALIFIED CATERING | ☐ OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: Austin Street Brewery, LLC	Business Name (D/B/A)
APPLICANT(S) --(Sole Proprietor):	Physical Location: 109 Fox Street
DOB:	City/Town: Portland State: ME Zip Code: 04101
Address:	Mailing Address: 1 Industrial Way, Unit 8
City/Town: State: Zip Code:	City/Town: Portland State: ME Zip Code: 04103
Telephone Number: Fax Number	Business Telephone Number: 207-22-1994 Fax Number
Federal I.D. # 46-3400660	Seller Certificate #: 1194813 or Sales Tax #:
Email Address: will@austinstreetbrewery.com Please Print	Website: austinstreetbrewery.com

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A
2. State amount of gross income from period of last license: ROOMS \$ N/A FOOD \$ N/A LIQUOR \$ N/A

3. Is applicant a corporation, limited liability company or limited partnership? X YES NO ☐
 If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you own or have any interest in any another Maine Liquor License? X Yes ☐ No
 If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

BRW-2014-SMB-7 Austin Street Brewery, LLC (Use an additional sheet(s) if necessary.)
 License # Name of Business
 1 Industrial Way, Unit 8, Portland, ME 04103
 Physical Location City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐
6. If manager is to be employed, give name: William Fisher
7. Business records are located at: 1 Industrial Way, Unit 8, Portland, ME 04103
8. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐
9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
Austin Street Brewery, LLC	8-14-13	ME
William Fisher	1-6-83	Portland, ME
Jacob Austin	1-15-80	Lewiston, ME
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Austin Street Brewery, LLC - Portland, ME		
William Fisher - Portland, ME		
Jacob Austin - Westbrook, ME, Portland, ME, Gray ME		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit directly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____

13. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒

14. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner:
Fox Street Realty, LLC, 332 Fore Street, Portland, ME 04103

15. Describe in detail the premises to be licensed: (On Premise Diagram Required) See Attached

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☐ NO ☐ Applied for: 10.31.18

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 0.5 Miles

Which of the above is nearest? Church (The Cathedral of the Immaculate Conception)

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: Androscoggin Savings Bank - Commercial Financing; Finance Authority of Maine - Commercial Financing

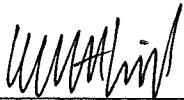
The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland, ME on October 26, 2018
Town/City, State

Date

Please sign in blue ink



Signature of Applicant or Corporate Officer(s)

Print Name: William Fisher

Signature of Applicant or Corporate Officer(s)

Print Name:

FEE SCHEDULE

* FILING FEE: (must be included on all applications).....	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
* Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All applications for **NEW** or **RENEWAL** liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the **Treasurer, State of Maine.**



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: Austin Street Brewery, LLC
2. Doing Business As, if any: N/A
3. Date of filing with Secretary of State: 8-14-13 _____ State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
N/A _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Del Boca Vista (Maine business corporation)	State of Maine	12-13-17	Member	100%
William Fisher	1380 Westbrook Street Portland, ME 04102	1-6-83	Manager	0%
Jacob Austin	See attached	1-15-80	Manager	0%

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: N/A _____

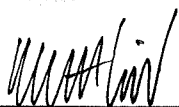
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Owner or Corporate Officer

10.26.18

Date

William Fisher, Manager

Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: Del Boca Vista
2. Doing Business As, if any: N/A
3. Date of filing with Secretary of State: 12-13-17 _____ State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
N/A
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
William Fisher	1380 Westbrook St., Portland, ME 04102	1-6-83	President/ Shareholder	50%
Jacob Austin	See Attached	1-15-80	Treasurer/ Shareholder	50%

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: N/A

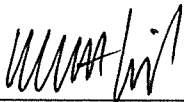
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Owner or Corporate Officer

10.26.18

Date

William Fisher, President

Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

Jacob Austin

Addresses for past five years (current first):

217 Yarmouth Road
Gray, ME 04039

22 Madison Street
Portland, ME 04101

70 Bramhall Street
Portland, ME 04102

64 Austin Street
Westbrook, ME 04092



0.2017 RYAN SENATORE
ARCHITECTURE

AUSTIN STREET BREWERY
109 FOX STREET
PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
PORTLAND, MAINE 04101
TEL: 603.883.1111
WWW.RSAArch.com

CONSULTANTS:

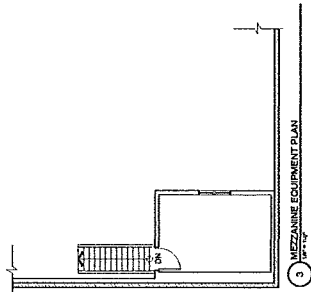
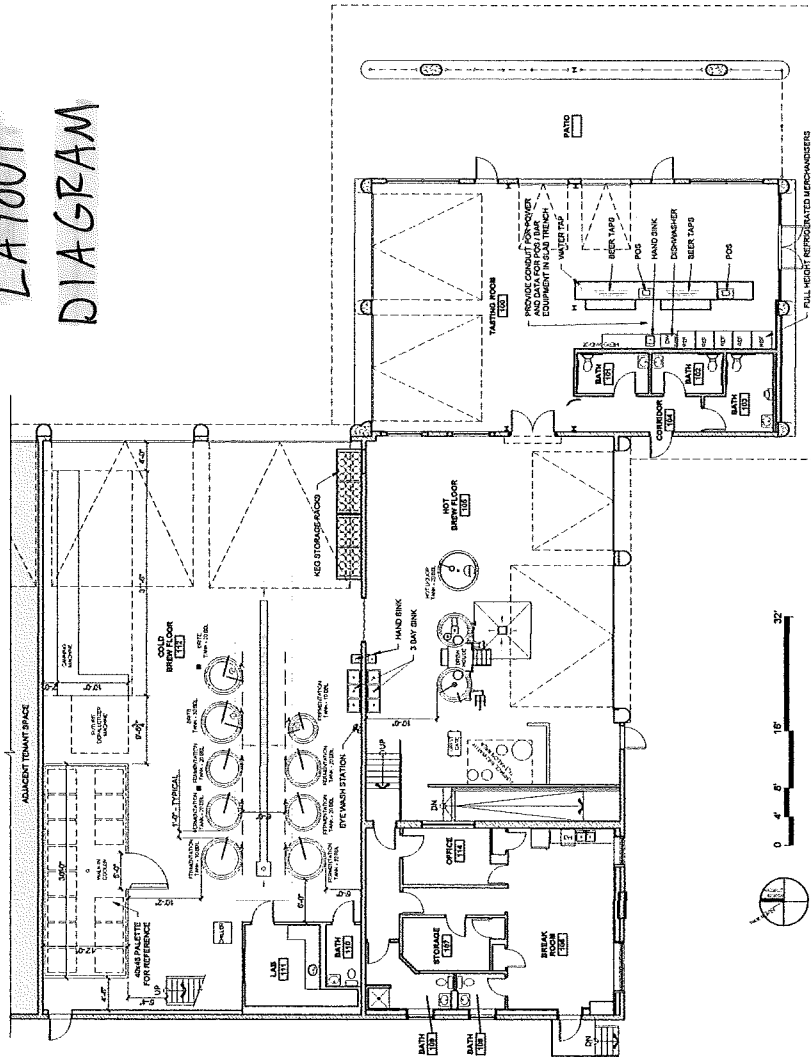
REVISIONS:

DATE: JANUARY 12, 2019
PROJECT NO.: 1703
DRAWN BY: JPR
CHECKED BY: RLS
SCALE: AS NOTED
SHEET TITLE:
EQUIPMENT
PLAN

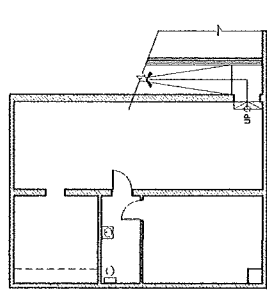
A1-3

FOX STREET

LAYOUT
DIAGRAM



3 MEZZANINE EQUIPMENT PLAN
10-1-19



2 BASEMENT EQUIPMENT PLAN
10-1-19

1 FIRST FLOOR EQUIPMENT PLAN
10-1-19

OUTDOOR DINING 3,042.52 ft²

BARRIER

EXIT

59'

EGRESS 1
3' x 68'

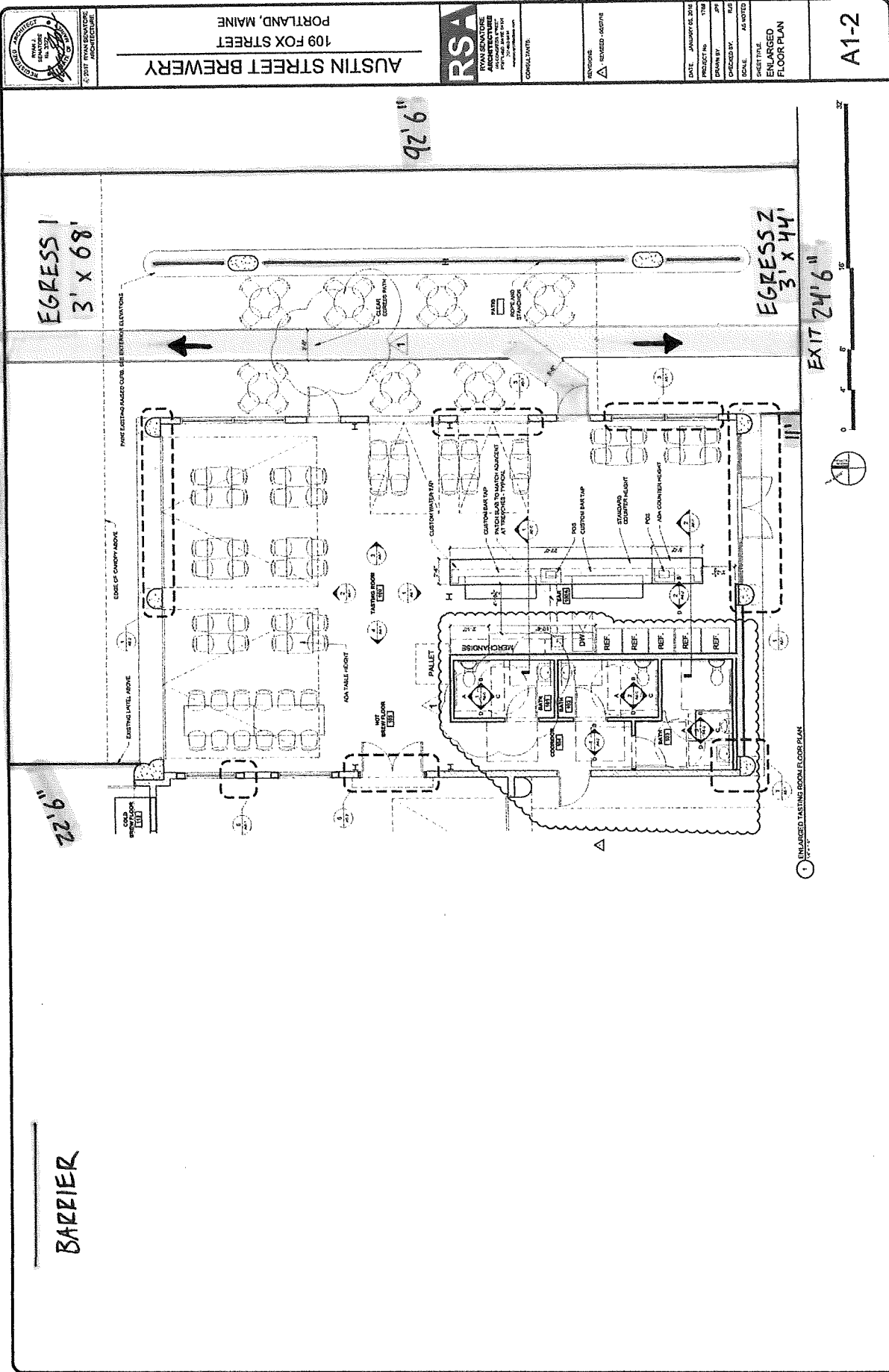
92' 6"

92' 6"

EGRESS 2
3' x 44'

EXIT 24' 6"

ENLARGED TASTING ROOM FLOOR PLAN



AUSTIN STREET BREWERY
109 FOX STREET
PORTLAND, MAINE

RSA
RICHARDSON
SANTO ARCHITECTURE
ARCHITECTURE
1000 BROADWAY
SUITE 200
PORTLAND, ME 04101
TEL: 207.774.1111
WWW.RSA-ARCHITECTURE.COM

DATE: JANUARY 05, 2016
PROJECT NO: 1789
DRAWN BY: JPM
CHECKED BY: BJA
SCALE: AS SHOWN
SHEET TITLE: ENLARGED TASTING ROOM FLOOR PLAN
A1-2

OUTDOOR DINING 3,042.5² ft

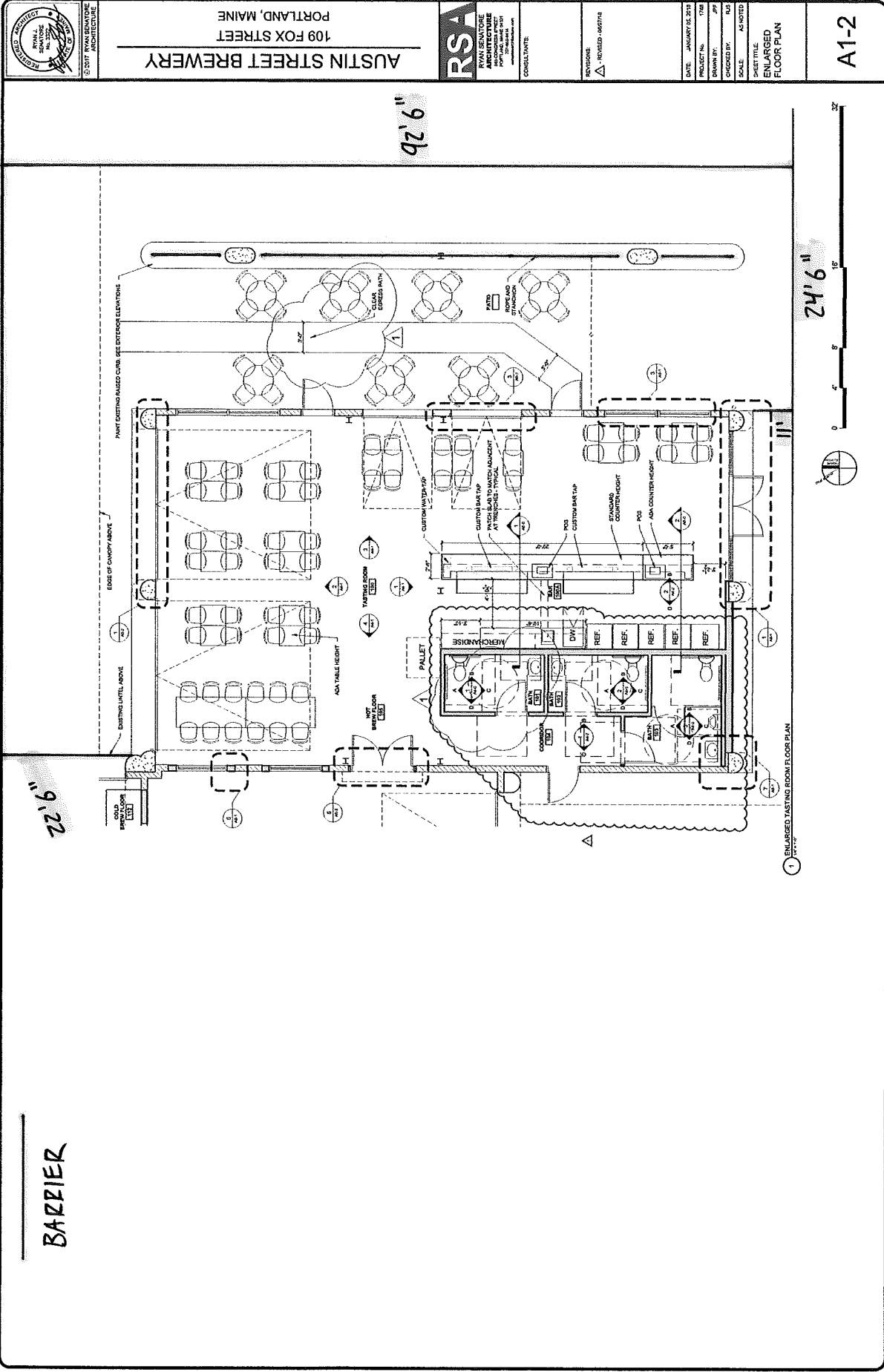
BARRIER

59'

9'22"

9'26"

24'6"



AUSTIN STREET BREWERY
109 FOX STREET
PORTLAND, MAINE

RSA
RYAN SEMORE
ARCHITECTURE
PORTLAND, MAINE 04101
www.ryansemore.com
CONSULTANTS

ANY/NO/ONE
△ - REMOVED - 06/07/12

DATE: JANUARY 15, 2013
PROJECT NO.: 1108
DRAWN BY: JPF
CHECKED BY: RJS
SCALE: AS NOTED
SHEET TITLE:
ENLARGED
FLOOR PLAN

A1-2



Draft Beer

Patina - American Pale Ale - 5.3%

Our flagship beer – grapefruit and citrus notes, with a full body and a dry finish. Hopped with Chinook, Centennial, Columbus, and Simcoe. Complex, yet crushable.

Six Grain - Milk Stout - 6.4%

A robust, roasty stout, with dark chocolate undertones, which we add lactose sugar to for a creamy mouth feel and a semi sweet finish.

Florens - American IPA - 6.9%

This IPA is loaded with Citra, Mosaic, and Ekuanot hops, which provide huge notes of grapefruit and juicy pineapple. A carefully crafted malt bill maintains drinkability, while providing a foundation for the hops.

Bottled Beer

Moses - Brett Saison - 8.0%

This imperial saison is fermented with a blend of standard and wild yeasts, which provide notes of pear, green apple, and white grape. A complex malt bill provides a full yet balanced body that finishes soft and effervescent.

Half Light - Brett Saison - 5.0%

This brett saison offers notes of fruity funk with a flavor profile of grapefruit and orange peel. A balanced malt body carries into a dry finish with lingering notes of straw.

Re: Austin Street Brewery

Kevin Cashman <kevindc@portlandmaine.gov>

Fri, Nov 16, 2018 at 8:48 AM

to: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

cc: Benjamin Pearson <bnp@portlandmaine.gov>, Danielle Buck <dbuck@portlandmaine.gov>, David Nichols <nicholsd@portlandmaine.gov>, David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Weatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Keri Ouellette <kouellette@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Scott Reynolds <sreynolds@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

Pd has no objections.

Kevin C.

On Thu, Nov 15, 2018 at 14:09 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for a Class A Lounge. This will go before council on 12/17. Please advise.

Thanks Jessica

Jessica Blais Hanscombe

Licensing and Registration Coordinator

389 Congress Street Room 307

Portland, Maine 04101

207-874-8783

jhanscombe@portlandmaine.gov

--

Sent from Gmail Mobile



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99D801700

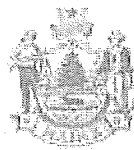
Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-11-15) :

Inquiries Name(s) WILLIAM FISHER (1983-01-06)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
189 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99D801709

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-11-15) :

Inquiries Name(s) JACOB AUSTIN (1980-01-15)

NO MATCH WAS FOUND FOR YOUR REQUEST.



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

November 27, 2018

Austin Street Brewery LLC
109 Fox Street
Portland ME 04101

Re: Austin Street Brewery LLC dba Austin Street Brewery LLC. Application for a Class A Lounge with Entertainment without Dancing and Outdoor Dining on Private Property at 109 Fox Street.

Dear William Fisher,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday December 17, 2018 at 5:30 p.m.**, for the review of application for a Class A Lounge with Entertainment without Dancing and Outdoor Dining on Private Property at 109 Fox Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on December 17, 2018 at 5:30 P.M., in City Council Chambers, 389 Congress St., Austin Street Brewery LLC dba Austin Street Brewery LLC. Application for a Class A Lounge with Entertainment without Dancing and Outdoor Dining on Private Property at 109 Fox Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 27, 2018

SUBJECT: Order 112-18/19 Granting Municipal Officers' Approval of Eighteen Twenty LLC dba Eighteen Twenty Wines. Application for a Winery with Outdoor Dining on Private Property at 219 Anderson Street - Sponsored by Michael Russell, Director of Permitting and Inspections Department.

SPONSOR:

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY

II. AGENDA DESCRIPTION

Eighteen Twenty LLC dba Eighteen Twenty Wines. Application for a Winery with Outdoor Dining on Private Property at 219 Anderson Street. Application was filed on 11/19/2018. New City applications. The owners currently operate the same business in a different unit.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Eighteen Twenty.docx
2. 1820

Prepared by:

Date: 11/27/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Eighteen Twenty LLC dba Eighteen Twenty Wines. Application for a Winery with
Outdoor Dining on Private Property at 219 Anderson Street.**

November 19, 2018

Dear Mayor Ethan Strimling and members of City Council,

I, eighteen twenty wines, would like to move to the unit next door to my winery at 219 Anderson. We will keep the same use, have a small outdoor seating area, and will be serving wine made from locally grown rhubarb.

Thank you for your consideration,

Amanda O'Brien
Eighteen twenty wines
amanda@eighteentwentywines.com

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	eighteen twenty wines Phone: 207-517-0820
Location Address:	219 Anderson St. Unit 2 Portland ME 04101 Zip:
If new, what was formerly at this location:	Blue lobster wines
Mailing Address:	219 Anderson St. Unit 1 Portland ME 04101 Zip:
Contact Person:	Amanda O'Brien Phone: 207 749-7160
Contact Person Email:	amanda@eighteentwentywines.com
Manager of Establishment:	Amanda O'Brien Date of Birth: 5/22/79 Phone: 207 749-7160
Owner of Premises (Landlord):	
Address of Premises Owner:	Zip:

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address
Amanda O'Brien	5/22/79	12 Upper A St. Peaks Island ME

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
eighteen twenty LLC		PO Box 11296 Portland ME 04104 Zip:	
Contact Person:	Amanda O'Brien	Phone:	207 749-7160
Principal Officers	Title	Date of Birth	Residence Address
Amanda O'Brien	owner	5/22/79	12 Upper A St. Peaks Island ME 04108

About Your Establishment

Class of Liquor License:	Winery	
Type of food served:	none	
Please circle all that will be served:	Beer	<u>Wine</u> Liquor
Projected percentage of sales:	Generated from Food:	Generated from Alcohol: 100
Hours & days of operation:	Fri 4-7 Sat-Sun 12-7	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N
If No, please explain: <u>wine tasting room only</u>	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y/N
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	2/1/19
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N
If Yes, please list business name(s) and location(s):	
<u>eighteen twenty - 219 Anderson St. Unit 1 Portland ME 04101</u>	
Is any principal officer under the age of 21?	Y/N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N
If Yes, please explain:	

I Amanda O'Brien do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature  Title owner Date 11/19/18

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and
M.R.S.A. Title 28-A at www.maine.gov.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

**Outdoor Dining Permit on Private Property
 Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
 Valid April 1-November 15

☒ Outdoor Dining on Private Property \$125.00 ☐ Legal Advertisement Deposit \$100.00

Business Information			
Business Name (d/b/a):	eighteen twenty	Phone:	207 517-0820
Location Address:	219 Anderson St Unit 2 Portland	Zip:	ME 04101
Mailing Address:	PO Box 11296 Portland ME	Zip:	04114
Contact Person:	Amanda O'Brien	Phone:	207 749-7160
Contact Person Email:	amanda@eighteentwentywines.com		
Manager of Establishment:	Amanda O'Brien	Date of Birth:	5/22/79
		Phone:	207 749-7160
Owner of Premises (Landlord):	(Sobler) Karen Rasmussen		
Address of Premises Owner:	130 Hillside Ave. South Portland	Zip:	ME 04106

Owner Information

Corporate Name		Corporate Mailing Address	
		Zip:	
Contact Person:		Phone:	
Principal Officers	Title	Date of Birth	Residence Address

About Your Establishment

Class of License:	
Type of food served:	
Please circle all that will be served:	Beer <u>Wine</u> Liquor
Hours & days of operation:	Fr 4-7 Sat 12-7 Sun 12-7
Number of Tables	
Number of Chairs	

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

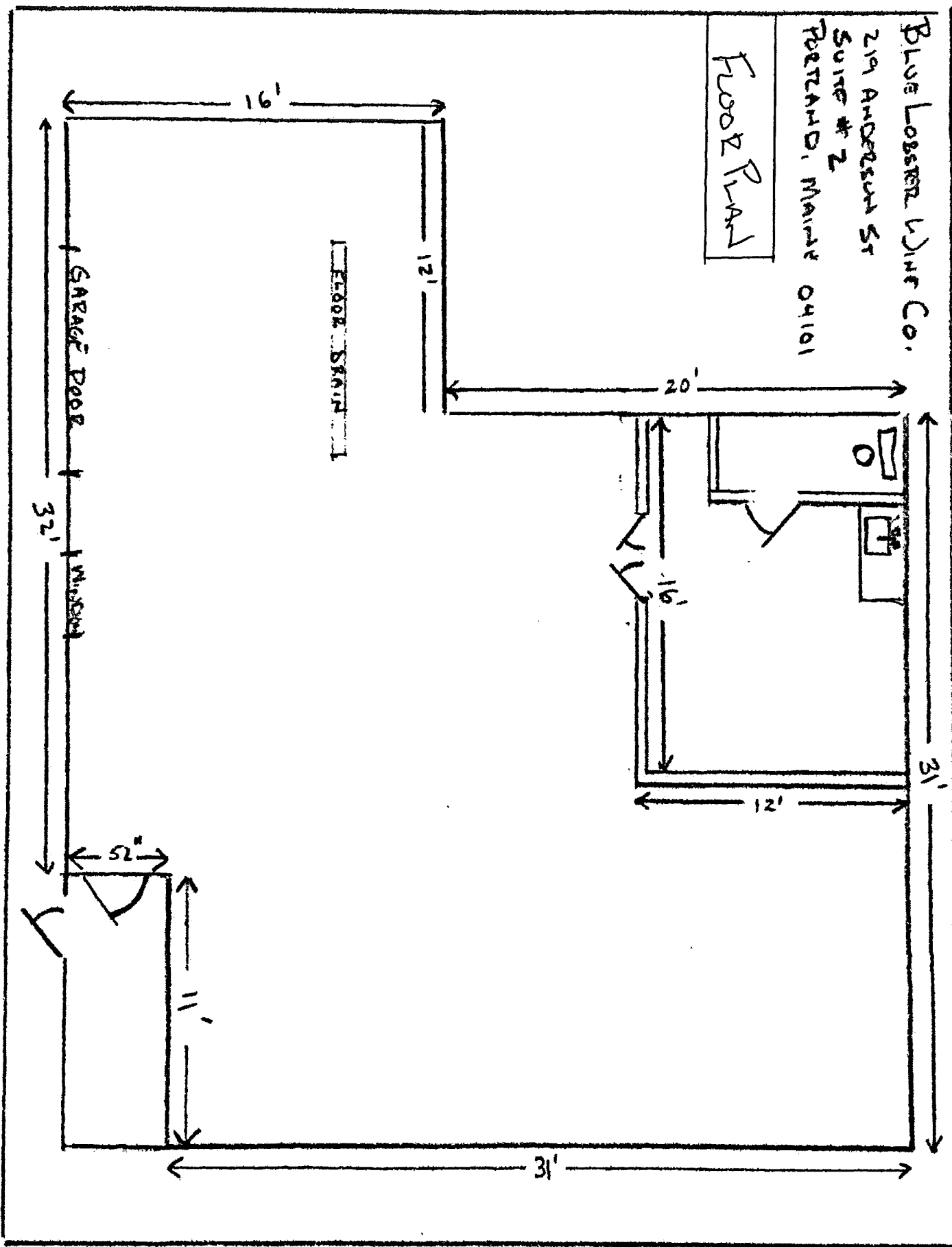
Signature [Signature] Title owner Date 11/19/18

For Administrative Use Only

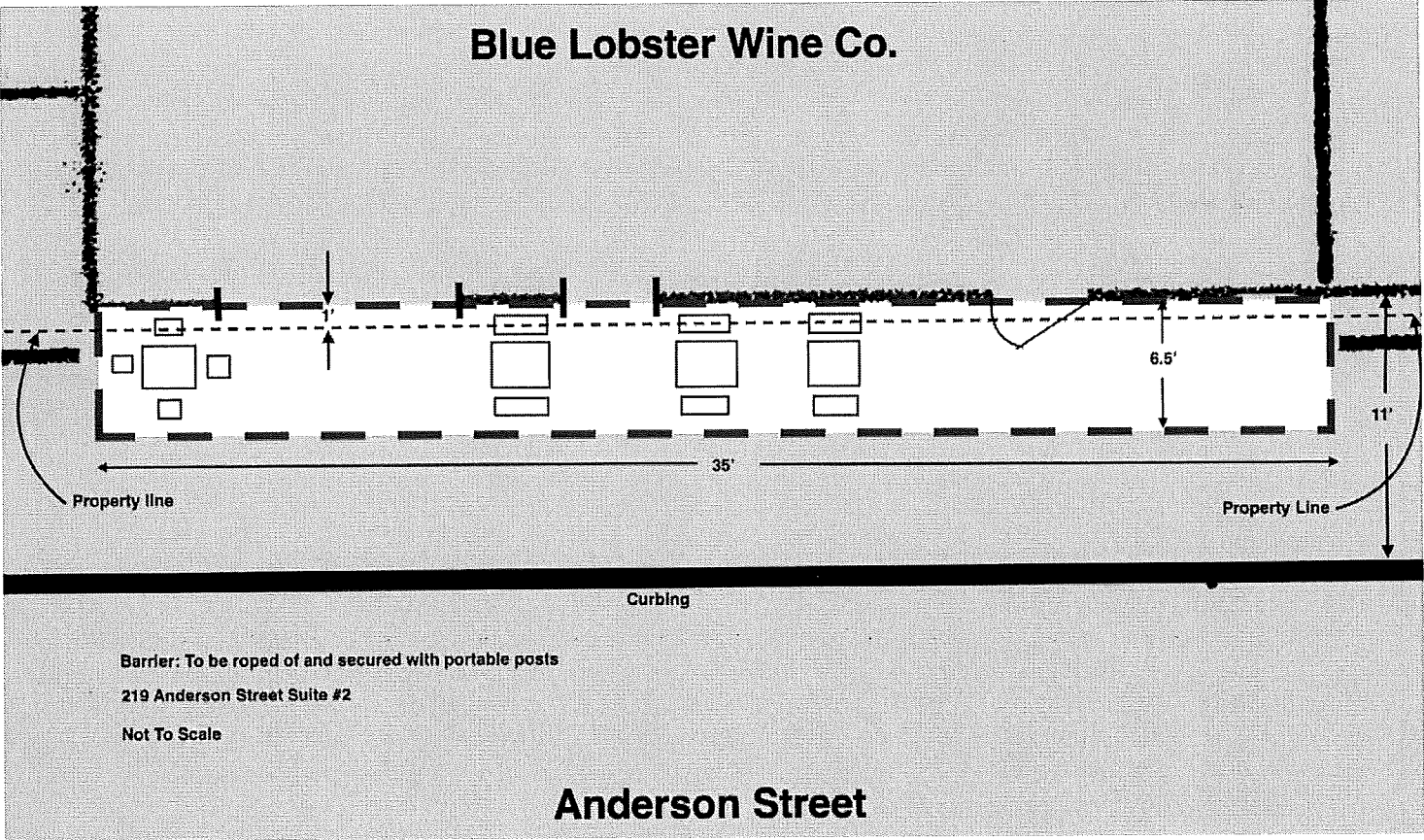
Amount: _____	Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	
CC _____ CA _____ CK _____	Health: _____	
	PD: _____	
Amount: _____	PR: _____	
Date Paid: _____	Treasury: _____	
CC _____ CA _____ CK _____	Zoning: _____	

Blue Lobster Wine Co.
219 ANDERSON ST
SUITE #2
PORTLAND, MAINE 04101

Floor Plan



Anderson Street



Re: Eighteen Twenty Wines

Kevin Cashman <kevindc@portlandmaine.gov>

Mon, Nov 26, 2018 at 4:48 PM

to: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

cc: Benjamin Pearson <bnp@portlandmaine.gov>, Danielle Buck <dbuck@portlandmaine.gov>, David Nichols
nicholsd@portlandmaine.gov>, David Petruccelli <petruccellid@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John
rennan <brennanj@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Scott Reynolds <sreynolds@portlandmaine.gov>,
treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Mon, Nov 26, 2018 at 1:32 PM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application. They are moving to a different space in the same building. Will be going
before council on 12/17/2018. Thanks Jessica

Jessica Blais Hanscombe

Licensing and Registration Coordinator

389 Congress Street Room 307

Portland, Maine 04101

207-874-8783

jhanscombe@portlandmaine.gov

--

Lt. Kevin Cashman

Portland Police Department

Patrol Division

109 Middle St

Portland, Maine 04101

(O) 207-756-8294

kevindc@portlandmaine.gov.

Hours - Saturday thru Tuesday (4pm-2am)



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99D80942

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-11-26) :

Inquiries Name(s) AMANDA OBRIEN (1979-05-22)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

November 27, 2018

Eighteen Twenty LLC
219 Anderson Street Unit 1
Portland ME 04101

Re: Eighteen Twenty LLC dba Eighteen Twenty Wines. Application for a Winery with Outdoor Dining on Private Property at 219 Anderson Street.

Dear Amanda OBrien,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday December 17, 2018 at 5:30 p.m.**, for the review of application for a Winery with Outdoor Dining on Private Property at 219 Anderson Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on December 17, 2018 at 5:30 P.M., in City Council Chambers, 389 Congress St., Eighteen Twenty LLC dba Eighteen Twenty Wines. Application for a Winery with Outdoor Dining on Private Property at 219 Anderson Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 27, 2018

SUBJECT: Order 113-18/19 Granting Municipal Officers' Approval of Deering 539, LLC dba Masa & Malt. Application for a Class I FSE at 646 Forest Avenue - Sponsored by Michael Russell, Director of Permitting and Inspections.

SPONSOR:

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY

II. AGENDA DESCRIPTION

Deering 539, LLC dba Masa & Malt. Application for a Class I FSE at 646 Forest Avenue. Application was filed on 11/26/2018. New City and State application.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 20181127075715638
2. Mesa

Prepared by:

Date: 11/27/2018

Deering 539, LLC
DBA Masa & Malt
539 Deering Ave.
Portland, ME 04103

November 26, 2018

Hon. Ethan K. Strimling, Mayor
Members of the Portland City Council
389 Congress St.
Portland, Maine 04101

Re: Class A Restaurant Liquor and Entertainment Licenses

Dear Mayor Strimling and Council:

Deering 539, LLC, a Maine limited liability company, owned by William J Dowd, IV and Jared W Dinsmore, has leased the former temporary location of Uncle Billy's Barbecue in Woodford's Corner. The restaurant will be managed by majority owner William Dowd, who has extensive experience spanning the last eight years opening and managing restaurants, particularly restaurants featuring Mexican and Southwestern family dining fare.

The applicant seeks a Class A Restaurant liquor license and as well, an entertainment license to enable amplified background music for the restaurant. The applicant intends to be open six days a week initially (closed Mondays) to accommodate lunch and dinner, opening at 11 AM and closing at 10 PM or earlier. No live music or dancing, and at present, no outside dining is planned.

The menu is anticipated to include a typical selection of reasonably priced entrées drawing on Mexican and American Southwestern cuisine, and will likely include familiar American cuisine specials as a common feature. The license sought for liquor service will enable beer, wine and cocktails.

The applicant expects the majority of revenue will be derived from food service and non-liquor beverage sales, and believes the Woodfords neighborhood will appreciate the addition of authentic cuisine crafted from fresh ingredients using traditional recipes. The majority owner of the company has a number years of experience in opening and establishing restaurants of similar size, and larger, and has extensive experience managing similar themed locations.

The applicant hopes to conduct a Grand Opening in mid-January, 2019.

Thank you for your consideration.

Very Truly Yours,



William J. Dowd, IV



Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director
389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	MASA S Malt	Phone:	323 514 6013
Location Address:	539 Deering Ave 1416 Forest Ave	Zip:	Portland, ME 04103
If new, what was formerly at this location:	Uncle Billy's Barbeque		
Mailing Address:	539 Deering Ave	Zip:	Portland, ME 04103
Contact Person:	William J. Dowd, IV	Phone:	323 514 6013
Contact Person Email:	DowdWj@gmail.com		
Manager of Establishment:	William J. Dowd IV	Date of Birth:	9/28/1988
Owner of Premises (Landlord):	SM & A Properties, LLC	Phone:	323 514 6013
Address of Premises Owner:	P.O. Box 6752	Zip:	Portland, ME 04101

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address																					
Deering 539, LLC		539 Deering Ave Portland, ME 04103																					
Contact Person:	William J. Dowd IV	Phone:	323 514 6013																				
<table border="1"> <tr> <th>Principal Officers</th> <th>Title</th> <th>Date of Birth</th> <th>Residence Address</th> </tr> <tr> <td>William J. Dowd IV</td> <td>President</td> <td>9/28/1988</td> <td>53 Summit Park Ave Portland 04103</td> </tr> <tr> <td>Israel W. Dinsmore</td> <td>Member, LLC</td> <td>3/7/1989</td> <td>17 Greta Way Falmouth, ME 04105</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>				Principal Officers	Title	Date of Birth	Residence Address	William J. Dowd IV	President	9/28/1988	53 Summit Park Ave Portland 04103	Israel W. Dinsmore	Member, LLC	3/7/1989	17 Greta Way Falmouth, ME 04105								
Principal Officers	Title	Date of Birth	Residence Address																				
William J. Dowd IV	President	9/28/1988	53 Summit Park Ave Portland 04103																				
Israel W. Dinsmore	Member, LLC	3/7/1989	17 Greta Way Falmouth, ME 04105																				

About Your Establishment

Class of Liquor License:	Class 1 - Class A Restaurant		
Type of food served:	Southwest/Mexican and American Cuisine		
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor		
Projected percentage of sales:	Generated from Food:	60%	Generated from Alcohol: 40%
Hours & days of operation:	Tues - Sun: 11:00 am - 10:00 pm.		

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒ Y ☐ N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒ Y ☐ N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	☒ Y ☐ N
Will you permit dancing on the premises?	☒ Y ☐ N
Will you permit dancing after 1:00 a.m.?	☒ Y ☐ N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒ Y ☐ N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	☒ Y ☐ N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	☒ Y ☐ N
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	☒ Y ☐ N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒ Y ☐ N
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	☒ Y ☐ N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒ Y ☐ N
If Yes, please explain:	
see attached	

I, William J. David IV do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature William J. David IV Title President Date 11/24/2018

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA: YES ☐ NO ☐	

PRESENT LICENSE EXPIRES: N/A

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: Jan. 15, 2019

Requested inspection (New Licensees/ Ownership Changes Only) Date: Jan. 2, 2019 Business hours: 11:00 am - 9:00 pm

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
☐ HOTEL (Class I,II,III,IV) ☐ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
☐ CLUB w/o Catering (Class V) ☐ CLUB with CATERING (Class I) ☐ GOLF COURSE (Class I,II,III,IV)
☐ TAVERN (Class IV) ☐ QUALIFIED CATERING ☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Deerung 539, LLC</u>			Business Name (D/B/A) <u>MASA & Malt</u>		
APPLICANT(S) –(Sole Proprietor) DOB:			Physical Location:		
DOB:			539 Deerung Ave		
Address			City/Town State Zip Code		
539 Deerung Avenue			Portland ME 04103		
City/Town State Zip Code			City/Town State Zip Code		
Portland ME 04103			Portland ME 04103		
Telephone Number Fax Number			Business Telephone Number Fax Number		
323 514 6013			323 514 6013		
Federal I.D. #			Seller Certificate #: or Sales Tax #:		
83-2372315					
Email Address: Please Print			Website:		
dowd wj @ gmail . com					

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
- Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
 If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒ (Recorded background music only)

5. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No (Use an additional sheet(s) if necessary.) If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

License # _____ Name of Business _____

Physical Location _____ City / Town _____

6. If manager is to be employed, give name: William J. Dowd, IV

7. Business records are located at: 539 Deering Avenue Portland

8. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
William J. Dowd, IV	9/28/1988	Portland, Me

11. Residence address on all of the above for previous 5 years (Limit answer to city & state)

Name: William J. Dowd IV	City: Portland	State: Maine
Name:	City: Los Angeles	State: CA
Name:	City:	State:

12. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☒ NO ☐

Name: William J. Dowd, IV Date of Conviction: March 2, 2010

Offense: OUI Location: Rumford, Maine Dist. Court

Disposition: Fine: \$650.00 Op. Lic. Suspended 90 days (use additional sheet(s) if necessary)

13. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

14. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒

15. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____

Smith Properties, LLC P.O. Box 6752 Portland, Me 04101

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) Approx. 20' x 30'
premises formerly operated as Uncle Billy's Barbecue 539 Deering Ave Portland

17. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☐ NO ☒ Applied for: Health License

18. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? Approx 600' to a Church

Which of the above is nearest? Woodlands Congregational Church

19. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Portland, Maine on Nov. 26, 20 18
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

William J. Dowd, Jr.

Print Name

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)..... \$ 10.00

Class I Spirituous, Vinous and Malt \$ 900.00

CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) \$1,100.00

CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only \$ 550.00

CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III Vinous Only \$ 220.00

CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only \$ 220.00

CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class III & IV Malt & Vinous Only \$ 440.00

CLASS III & IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) \$ 495.00

CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge \$2,200.00

CLASS X: Class A Lounge

Class XI Spirituous, Vinous and Malt – Restaurant Lounge \$1,500.00

CLASS XI: Restaurant/Lounge; and OTB.

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. **All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.**



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: Deering 539, LLC
2. Doing Business As, if any: Maso & Molt
3. Date of filing with Secretary of State: 10/29/2018 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
William J. Dowd, II President, Manager	53 Summit Park Ave Portland, ME 04103	9/28/1988	President Manager	60%
Ian Dowdmore	17 Greta Way Falmouth, ME 04105	3/7/1989	Member	40%

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States? ☒ Yes ☐ No

8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: William J. Dard, IV

Date of Conviction: March 2, 2010

Offense: OVI

Location of Conviction: Rumford, Maine

Disposition: Fine: \$650.00 OPLC Suspended 90 days

Signature:

Will J Dard
Signature of Owner or Corporate Officer

Nov. 26, 2018
Date

William J. Dard, IV
Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

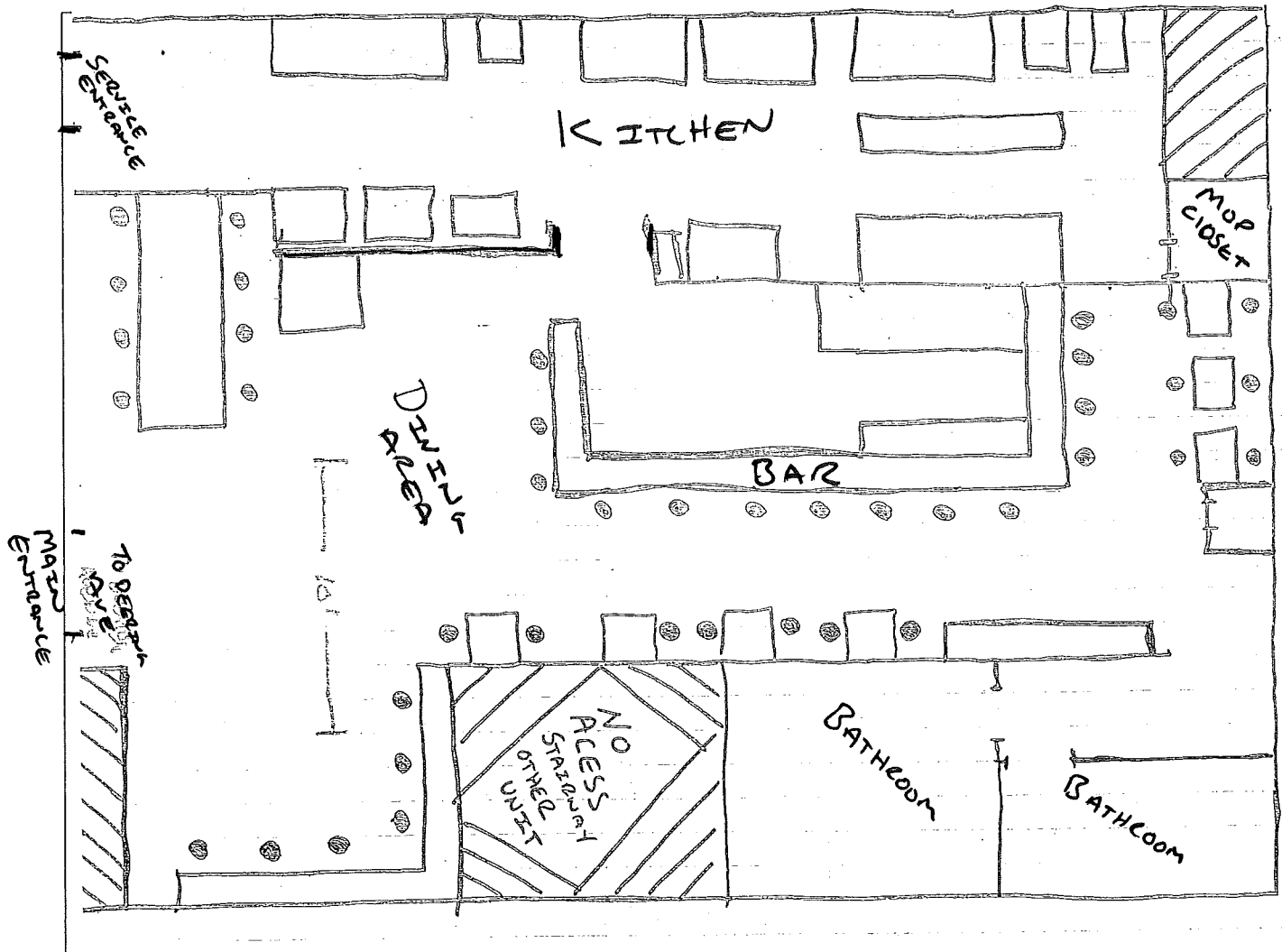
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347 (overnight)
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov

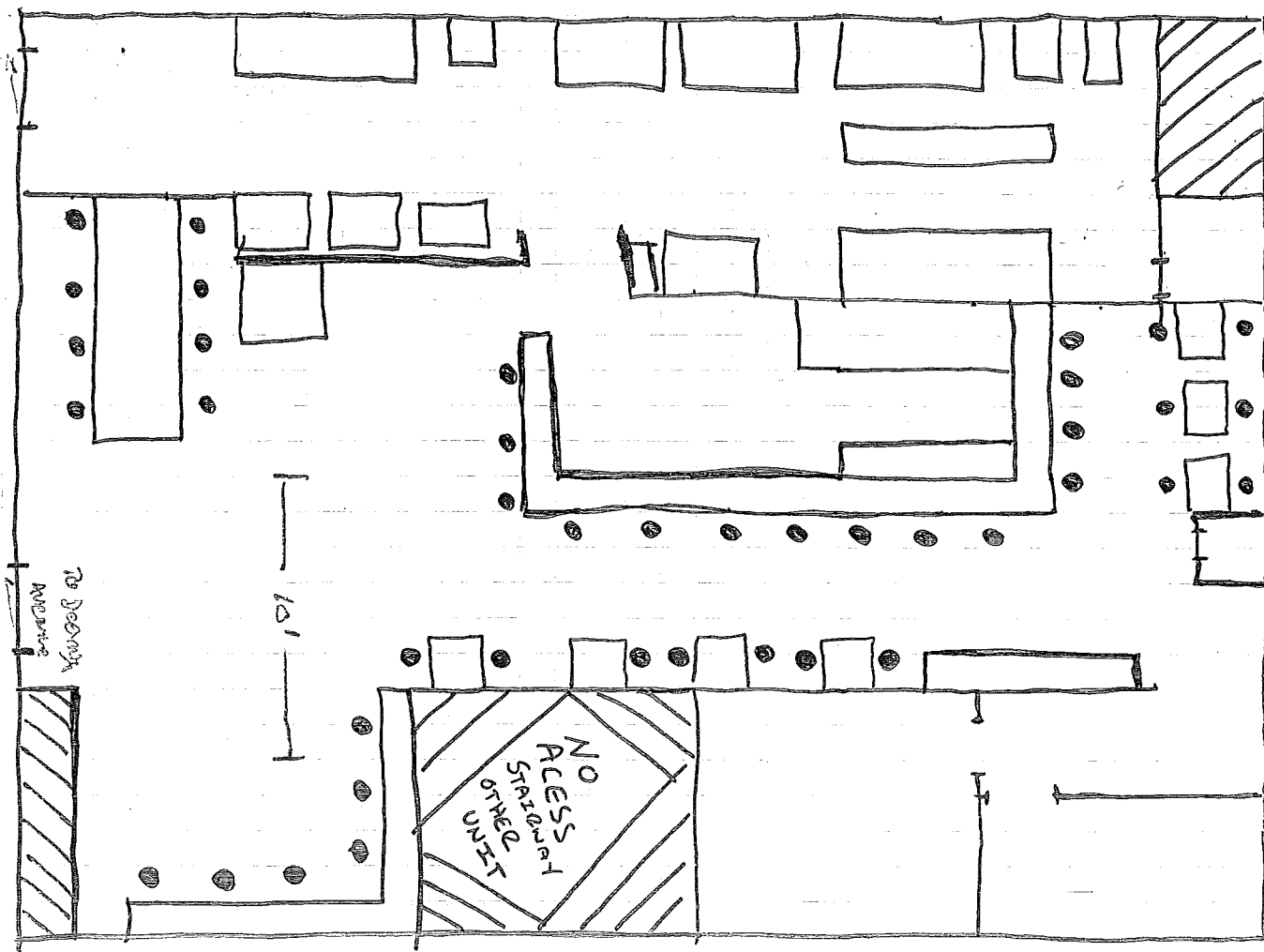


ON PREMISE DIAGRAM (Facility Drawing/ Floor Plan)

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas with the following: • Entrances • Office area • Kitchen • Storage Areas • Dining Rooms • Lounges • Function Rooms • Restrooms • Decks • All Inside and Outside areas that you are requesting approval.





45x56 (1.25)
 39x48
 26x32
 52x64

32.5x40 (1.25)

MASA & MALT

»→ TACOS ←«

Tuna Poke – Served in a Crispy won-ton tortilla. Fresh from the Market today sushi grade Tuna. Tossed with sesame seed, soy, agave, Nori, with a Spicy Mayo drizzle 8

Carne Asada – Slow roasted sirloin, onion, cilantro, cotija cheese. Mexico City street food Style. Served with Tomatillo Sauce (Mild) 3

Al Pastor – Slow cooked pork shoulder cooked in a pineapple mirande. Cilantro Lime sauce, Mango-Pinapple Pico. .

Pork Carnitas – Cooked on low heat for 12 hours with honey and soy sauce. Served with Onion, Cilantro, Cotija Cheese, Pickled Cabbage and Agave Vinaigrette Drizzle. 5

Grilled Chicken – Free Range Breast. Onion, cilantro, cotija cheese. Mexico City street food Style. Served with Tomatillo Sauce (Mild)

Fried Cauliflower – Mango-Pineapple Salsa, Sliced Avocado, Agave Vinaigrette

Filet Mignon – Cooked to Temp and melt in your mouth, served with Cotija Cheese, Agave Vinaigrette and Pickled Carrots 9

»→ NOT TACOS ←«

House Made Pico De Gallo and Chips – Classic. You know the table needs it.

House Made Guacamole & Chips – Made everyday in house. You know the table wants it.

Tuna Tartar – Fresh off the dock sushi grade tuna; served with avocado, mango pineapple salsa and Tortilla chips

Ceviche – Always rotating with whatever the ocean gives us. Ask your server. Served with Tortilla Chips.

Churros – Deep fried cinnamon sugar dough. Served with vanilla bean ice cream and vanilla icing drizzle.

Mexican Street Corn (Elotes) – Quartered Corn on the cob, smoothed in cotija cheese and our house blend of spices and lime juice.

SIDES OR TOPPINGS

Mango-Pineapple Salsa

Refried Beans

Ghost Pepper Sauce (HOT)

Pickled Carrots

Cilantro Lime Vinaigrette

Pickled Cabbage

Rice

Spicy Mayo

Pico De Gallo

Cotija Cheese

Sliced Avocado

Tomatillo Sauce(Mild)

MASA & MALT

Kids Menu

→ **BEAN AND CHEESE
TACO....3** ←

→ **CHEESE QUESADILLA....4** ←

→ **CHICKEN OR STEAK AND
CHEESE TACO.....4** ←

→ **CHEESE OR STEAK
QUESADILLA....5** ←

Re: Masa & Malt

Kevin Cashman <kevindc@portlandmaine.gov>

Mon, Nov 26, 2018 at 4:50 PM

o: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

c: Benjamin Pearson <bnp@portlandmaine.gov>, Danielle Buck <dbuck@portlandmaine.gov>, David Nichols
nicholsd@portlandmaine.gov>, David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James
weatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Scott
Reynolds <sreynolds@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>,
Bernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Mon, Nov 26, 2018 at 2:01 PM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application. This will be going before council on 12/17. Please advise. Jessica
Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

--

Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov.
Hours - Saturday thru Tuesday (4pm-2am)



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99D80982

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-11-27) :

Inquiries Name(s) WILLIAM DOWD (1988-09-28)

The information in this criminal history record is provided subject to the following caveats:

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Confirmation that convictions relate to person whose record has been requested requires fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing, credit, or other benefits or programs, the person making the eligibility determination using this record should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant to 16 M.R.S. section 709.

*THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2018-11-27

This record, effective September 1, 2000, contains information relating to persons arrested as fugitives from justice, 15 M.R.S. section 201.4 or arrested or charged with Maine crimes. It does not include former crimes no longer classified as criminal, or Class D and E crimes in Title 12 or Title 29-A, former Title 29, unless the crime is alcohol-related or drug-related 25 M.R.S. section 1541.4-A.A. For information regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. For information relating to excluded crimes in Title 29-A former Title 29, contact the Secretary of State, Motor Vehicle Division. A list of former crimes is available from this Bureau.

THE FOLLOWING ATN(S) ARE UNSUPPORTED BY FINGERPRINTS IN STATE BUREAU OF IDENTIFICATION FILES: (781318A).

Identification

DOWD, WILLIAM JOHN
DOWD, WILLIAM J (AKA)
DOWD, WILLIAM (AKA)

Subject Description (date information provided listed in parentheses)

State ID Number	DOC Number	
ME0132148	Unknown/NA	
Sex	Race	Skin Tone
Male	White	Unknown/NA
Height	Weight	Date of Birth
510	170	1988-09-28
Hair Color	Eye Color	
Brown	Blue	
Scars, Marks, and Tattoos		
Unknown/NA		
Place of Birth	Citizenship	
Unknown/NA	Unknown/NA	
Residence		
Residence as of	2010-03-06	
Address	75 MACHIGONNE STREET PORTLAND, ME 04102	
Caution Information		
Firearms Disqualified	X - Unknown	

Criminal History

Cycle 001	
ATN/Tracking Number	781318A
Earliest Event Date	2010-01-22
Arrest/Charge	(Cycle 001)
Arrest/Charge Date	2010-01-23
Arresting/Charging Agency	BETHEL PD; ME0090600
Subject Name(s)	DOWD, WILLIAM J
Arrest Type	Adult
Charge 1	
	Charge Number 781318A 001
	Charge Tracking Number 781318A

Agency BETHEL PD; ME0090600
Offense Date 2010-01-23
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(A)
State Sequence Code 11493
Severity Misdemeanor

Prosecutor Disposition (Cycle 001)
Prosecutor Agency DISTRICT ATTORNEYS OFFICE AUBURN; ME001013A
Charge 1

Charge Number 781318A 001
Charge Tracking Number 781318A
Offense Date 2010-01-23
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(A)
State Sequence Code 11493
Severity Misdemeanor

Prosecutor Record Modified/Updated ADDED

Court Disposition (Cycle 001)
Court Case Number RUMDCCR201000100
Court Agency 11TH DISTRICT COURT RUMFORD; ME009025J
Charge 1

Charge Number 781318A 001
Charge Tracking Number 781318A
Agency 11TH DISTRICT COURT RUMFORD; ME009025J
Offense Date 2010-01-23
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
Statute 29-A MRSA SUBSECTION 2411(1-A)(A)
State Sequence Code 11493
Severity Misdemeanor
Disposition 2010-03-02; GUILTY

Sentencing (Cycle 001)
Sentencing Agency 11TH DISTRICT COURT RUMFORD; ME009025J
Court Case Number RUMDCCR201000100
Charge Number 781318A 001
Charge Sequence Number 1
Charge Tracking Number 781318A
Sentence 2010-03-02: FINED \$650.00 0
2010-03-02: LICENSE SUSPENSION 90 days

Corrections No data supplied

Index of Agencies

Agency Telephone 207-364-7171
Address 145 CONGRESS ST
RUMFORD, ME 04276

Agency DISTRICT ATTORNEYS OFFICE AUBURN; ME001013A
Agency Telephone 207-784-1397
Address 55 LISBON STREET
LEWISTON, ME 04240

Agency BETHEL PD; ME0090600
Agency Telephone 207-824-3437
Address POST OFFICE BOX 1660
BETHEL, ME 04217-1660



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
189 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99D809819

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-11-27) :

Inquiries Name(s) JARED DINSMORE (1989-03-07)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

November 27, 2018

Deering 539 LLC
539 Deering Avenue
Portland ME 04103

Re: Deering 539, LLC dba Masa & Malt. Application for a Class I FSE at 646 Forest Avenue.

Dear William Dowd,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday December 17, 2018 at 5:30 p.m.**, for the review of application for a Class I FSE at 646 Forest Avenue. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on December 17, 2018 at 5:30 P.M., in City Council Chambers, 389 Congress St., Deering 539, LLC dba Masa & Malt. Application for a Class I FSE at 646 Forest Avenue. Sponsored by Michael Russell, Director of Permitting and Inspections.

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

Deering 539, LLC dba Masa & Malt. Application for a Class I FSE at 646 Forest Avenue.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 27, 2018

SUBJECT: Order 114-18/19 Granting Municipal Officers' Approval of RB Portland LLC dba Westin Portland Harborview. Application for a Class IA Inn 40+ Rooms with Entertainment with Dancing and After Hours Entertainment at 157 High Street - Sponsored by Michael Russell, Director of Permitting and Inspections.

SPONSOR:

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY

II. AGENDA DESCRIPTION

RB Portland LLC dba Westin Portland Harborview. Application for a Class IA Inn 40+ Rooms with Entertainment with Dancing and After Hours Entertainment at 157 High Street. Application was filed on 11/26/2018. New City and State applications. This is a change of ownership of an existing business.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Westin Portland Harborview.docx
2. Westin

Prepared by:

Date: 11/27/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

RB Portland LLC dba Westin Portland Harborview. Application for a Class IA Inn 40+ Rooms with Entertainment with Dancing and After Hours Entertainment at 157 High Street.

ROCKBRIDGE

November 26, 2018

The Honorable Ethan K. Strimling, Mayor
Council Members, City of Portland
389 Congress Street
Portland, Maine 04101

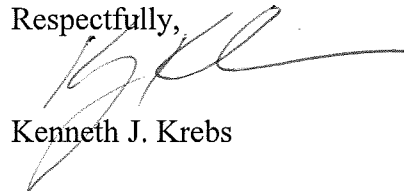
Re: Letter of Intent with respect to the Westin Portland Harborview

Dear Mayor Strimling and Council Members:

On behalf of RB Portland LLC ("Applicant"), we respectfully submit the enclosed Application for Food Service Establishment with Alcoholic Beverages and Supplemental Application for Dancing and Entertainment (and related fees and other materials) for your consideration with respect to the Westin Portland Harborview located at 157 High Street, Portland, ME 04101 (the "Hotel"). RB Portland LLC purchased the Hotel in February 2011, and, at such time, obtained a Class IA FSE 40+ Rooms license from the City of Portland (License No. 4411). Subsequent thereto, in 2012, the Hotel closed for significant renovations and reopened in approximately December 2013. The Hotel has been operated by RB Portland Master Subtenant LLC (the current licensee and an affiliate of Applicant) pursuant to a lease arrangement associated with certain historic tax credits. The lease structure is now being "unwound" and in connection therewith, the Applicant is applying for the mandatory operating licenses to maintain continuity of normal operations.

The lease structure is anticipated to terminate on or about December 19, 2018, and, accordingly, your prompt attention is appreciated to ensure that RB Portland LLC has the required permits as of that date. Thank you in advance for your time and consideration, and if you have any questions please contact the undersigned at 614.246.2515 or kjkrebs@rockbridgecapital.com or Ruth Fulton at 614.246.2577 or rmfulton@rockbridgecapital.com.

Respectfully,



Kenneth J. Krebs

Enclosures

c: Nicole F. Norman, Esq.
Brandon M. Mazer, Esq.
James Katsiaficas, Esq.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Westin Portland Harborview Phone: 207-775-5411
Location Address:	157 High Street, Portland, ME Zip: 04101
If new, what was formerly at this location:	N/A
Mailing Address:	157 High Street, Portland, ME Zip: 04101
Contact Person:	Russell Seguin Phone: 207.775.5411
Contact Person Email:	russell.seguin@westinportlandharborview.com
Manager of Establishment:	Joseph Dadiego Date of Birth: 03/20/1967 Phone: 207.517.8816
Owner of Premises (Landlord):	RB Portland LLC
Address of Premises Owner:	4100 Regent Street, Suite G, Columbus, OH Zip: 43219

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
RB Portland LLC		4100 Regent Street, Suite G, Columbus, OH Zip: 43219	
Contact Person:	Ruth Fulton (rmfulton@rockbridgecapital.com)	Phone:	614.246.2577
Principal Officers	Title	Date of Birth	Residence Address
James T. Merkel	President	08/10/1974	21 New Albany Farms Rd, New Albany, OH 43054
Kenneth J. Krebs	VP & Secretary	01/31/1959	7600 Alpath Road, New Albany, OH 43054
John D. Haymes	VP & Treasurer	12/19/1975	3668 Easton Loop West Columbus, OH 43219
Jordan B. Hansell	Vice President	10/20/1971	24 Lighthouse Court, Daufuskie Island, SC 29915

About Your Establishment

Class of Liquor License:	Class IA FSE 40+ Rooms
Type of food served:	Breakfast, lunch, dinner, snacks, 24 hour in-room dining. See attached menus.
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> <u>Liquor</u>
Projected percentage of sales:	Generated from Food: <u>Approx. 20%</u> Generated from Alcohol: <u>Approx. 10%</u>
Hours & days of operation:	Hotel open 24 hours/365 days. Eating establishment hours vary.

Congress Squared (6AM – 10PM); Top of the East (4PM – 11:00PM, M-Th & Sun, 2:00PM – 1:00AM Fr & Sat)

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	<u>Y</u> /N
If No, please explain: <u>Hotel is open 24/7 and room service is available any time.</u>	
Is the establishment less than 300 feet from a school, dormitory, <u>church</u> or parish house, or similar establishment?	<u>Y</u> /N
If yes, give the distance: <u>93.2 feet</u>	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<u>Y</u> /N
Will you permit dancing on the premises?	<u>Y</u> /N
Will you permit dancing after 1:00 a.m.?	<u>Y</u> /N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<u>Y</u> /N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<u>Y</u> /N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	<u>Y</u> /N
If Yes, list name(s) of employee(s) and department(s): _____	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<u>Y</u> /N
If Yes, please list business name(s) and location(s): _____	
Is any principal officer under the age of 21?	<u>Y</u> /N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<u>Y</u> /N
If Yes, please explain: <u>On or about 12/5/2005, John D. Haymes (who was a student at the time) was arrested for public swearing/intoxicated in Charlottesville, VA. Mr. Haymes paid a \$25 fine (and may have paid \$86.00 in court costs).</u>	

I Kenneth J. Krebs do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

RMF Signature BY: [Signature] Title Vice President Date 11/26/2018

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and
M.R.S.A. Title 28-A at www.maine.gov.

Schedule to RB Portland LLC's Application for Food Service Establishment With Alcoholic Beverages

Have any of the applicants, including the corporation, if applicable, even held a business license with the City of Portland? If yes, please list business name(s) and location(s).

Yes.

1. The applicant previously held a license pertaining to the Premises (#4411) in connection with the former Eastland Park Hotel located at the Premises.
2. An affiliate of the applicant, RB Portland Master Subtenant LLC, currently operates the Premises pursuant to License #5376. The current lease structure is being eliminated and the applicant (owner) of the Premises is obtaining the licenses.

Portland, Maine



Yes. Life's good here.

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

389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557

www.portlandmaine.gov

Supplemental Application for Dancing and Entertainment License

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Alcohol license.

☒ Entertainment without Dancing: \$295	☒ Entertainment with Dancing: \$529	☒ After-Hours (1 a.m. to 3 a.m.): \$595
--	---	---

Business Information			
Business Name (d/b/a):	Westin Portland Harborview	Phone:	
		207.775.5411	
Location Address:	157 High Street, Portland ME		Zip: 04101

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:

Live music, DJ, piped in music to occur periodically and at meetings, banquets and special events (e.g., weddings).

Will music be electric, acoustical, or both? (Circle)

Will amplification be used?

☒ Y ☐ N

If yes, where and at what level? Meeting space, Lobby (from time to time), ballroom, restaurant and Top of the East (locations - ground floor, mezzanine and 15th floor)

Will music be played (Circle all that apply): Inside Outside

Will you permit dancing on the premises?

☒ Y ☐ N

Will you permit dancing after 1:00 a.m.?

☒ Y ☐ N

What is your targeted opening date? 12/19/2018

Does the Issuance of this license directly or indirectly benefit any City employee(s)?

☒ Y ☐ N

If Yes, list name(s) of employee(s) and department(s):

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/ We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/ We hereby waive any rights to privacy with respect thereto.

Signature AY: [Signature] Title Vice President Date 11/26/2018

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	
Good SOS & DBA: YES ☐ NO ☐	

PRESENT LICENSE EXPIRES: _____

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: 12/19/18 (see attached schedule for more information)

Requested inspection (New Licensees/ Ownership Changes Only) Date : ASAP Business hours: 10:00 am - 5:00 pm

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☐ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
☐ HOTEL (Class I,II,III,IV) ☒ HOTEL, FOOD OPTIONAL (Class I-A) ☐ BED & BREAKFAST (Class V)
☐ CLUB w/o Catering (Class V) ☐ CLUB with CATERING (Class I) ☐ GOLF COURSE (Class I,II,III,IV)
☐ TAVERN (Class IV) ☐ QUALIFIED CATERING ☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: RB Portland LLC (Formed 1/28/2011)			Business Name (D/B/A) Westin Portland Harborview		
APPLICANT(S) --(Sole Proprietor)			DOB:		
			Physical Location: 157 High Street		
			DOB:		
			City/Town Portland	State ME	Zip Code 04101
Address c/o Rockbridge, 4100 Regent Street, Suite G			Mailing Address 157 High Street		
City/Town Columbus,	State OH	Zip Code 43219	City/Town Portland	State ME	Zip Code 04101
Telephone Number 614.246.2400		Fax Number 614.416.7660	Business Telephone Number 207.775.5411		Fax Number 207.775.0109
Federal I.D. #27-4699893			Seller Certificate #: or Sales Tax #: In process		
Email Address: Please Print			Website: www.westinportlandharborview.com		

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: 289
- State amount of gross income from period of last license: ROOMS \$13,534,484 FOOD \$2,621,452 LIQUOR \$1,359,527
- Is applicant a corporation, ~~limited liability company~~ or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

5. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No (Use an additional sheet(s) if necessary.) If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

See schedule
License # _____ Name of Business _____

Physical Location _____ City / Town _____

6. If manager is to be employed, give name: Joseph Dadiago, General Manager

7. Business records are located at: New Castle Hotels, 2 Corporate Dr., Shelton, CT 06484,

8. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

9. Is/are applicant(s) residents of the State of Maine? YES ☐ NO ☒

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
Joseph Dadiago, General Manager	03/20/1967	Methven, MA
Kristen Gleason, Banquets Manager	01/13/1971	Pittsfield, MA
Jamie Douglas, Lounge Manager	09/18/89	Lewiston, ME
11. Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Name: Mr. Dadiago	City: North Andover	State: MA
Name: Ms. Gleason	City: Lewiston	State: MA
Name: Ms. Douglas	City: Randolph, ME, Buckeye, AZ, Waikoppa, HI, Girdwood, AK	State:

12. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ .. Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

13. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

14. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐ License 4411 (See schedule)

15. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: _____

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) Hotel, Meeting Space, restaurant,
Lounge

17. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☐ NO ☐ Applied for: Applying for

18. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 93.2 feet

Which of the above is nearest? Church

19. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: Current first mortgage with Bar Harbor Bank, which may be refinanced with Wells Fargo Bank

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: COLUMBUS, OHIO on NOVEMBER 26, 20 18
Town/City, State Date

BY: [Signature]
Signature of Applicant or Corporate Officer(s)
Kenneth J. Krebs, Vice President
Print Name

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class III & IV Malt & Vinous Only	\$ 440.00
CLASS III & IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

- Exact legal name: **RB Portland LLC**
- Doing Business As, if any: **Westin Portland Harborview**
- Date of filing with Secretary of State: **05/02/2012** State in which you are formed: **DE**
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: **05/11/2012**
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

//

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
RB Portland Holdings LLC	4100 Regent Street, Suite Columbus, OH 43219	1/28/11	Sole Member	100%
James T. Merkel	21 New Albany Farms Road New Albany, OH 43054*	08/10/74	President	0%
Kenneth J. Krebs	7600 Alpath Road New Albany, OH 43054	1/31/59	VP & Sec.	0%
John D. Haymes	3668 Easton Loop West Columbus, OH 43219*	12/19/75	VP & Treasurer	0%

(Stock ownership in non-publicly traded companies must add up to 100%.)

- If Co-Op # of members: **N/A** (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States? ☒ Yes ☐ No

8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: John D. Haymes

Date of Conviction: Approximately 12/5/05 (Mr. Haymes was a student at the time)

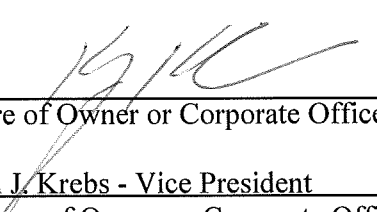
Offense: Public Swearing/Intoxication

Location of Conviction: Charlottesville, VA

Disposition: \$25 fine (may have also paid \$86.00 in court costs)

Signature:

RMF

BY: 

Signature of Owner or Corporate Officer

Date 11/26/2018

Kenneth J. Krebs - Vice President

Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages

Division of Liquor Licensing and Enforcement

8 State House Station, Augusta, Me 04333-0008 (Regular address)

10 Water Street, Hallowell, ME 04347 (Overnight address)

Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434

Email Inquiries: MaineLiquor@Maine.gov

Exhibit A*

To Corporate Supplement Form for RB Portland LLC

Item 5 Continued (List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed))

<u>NAME</u>	<u>ADDRESS (5 YEARS)</u>	<u>Date of Birth</u>	<u>Title</u>	<u>Ownership</u>
Jordan B. Hansell	24 Lighthouse Court* Daufuskie Island, SC 29915	10/20/1971	Authorized Signer	0*

James T. Merkel Additional Addresses

1. 4650 Ackerly Farm Road
New Albany, OH 43054
2. 435 S. Columbia Avenue
Columbus, OH 43209

John D. Haymes Additional Addresses

1. 3908 Easton Square Place
Columbus, OH 43219
2. 117 E. 57th Street
New York, NY 10022
3. 858 Gainsborough Drive
Laguna Beach, CA 92651
4. 525 Ocean Blvd.
Corona Del Mar, CA 92626

Jordan B. Hansell Additional Addresses

1. 81 Lawton Road
Hilton Head Island, SC 29928
2. 7326 Ste Rte 19, Unit 3 Lot 17
Mount Gilead, OH 43338
3. 5101 Bowen Road
Canal Winchester, OH 43110



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

**Corporate Information Required for
Business Entities Who Are Licensees**

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: **Rockbridge Holdings, LLC**
2. Doing Business As, if any: **N/A**
3. Date of filing with Secretary of State: **12/30/2008** State in which you are formed: **OH**
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: **N/A**
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
James T. Merkel	21 New Albany Farms Road New Albany, OH 43054*	8/10/74	CEO	**
Jordan B. Hansell	*24 Lighthouse Court Daufuskie Island, SC 29915	10/20/71	President	**
Kenneth J. Krebs	7600 Alpath Road New Albany, OH 43054	1/31/59	EVP, Sec. & GC	**
John D. Haymes	3668 Easton Loop West Columbus, OH 43219*	12/19/75	CFO	0%

*See Exhibit A

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)
7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States? ☒ Yes ☐ No
8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: John D. Haymes

Date of Conviction: Approximately 12/5/05 (Mr. Haymes was a student at the time)

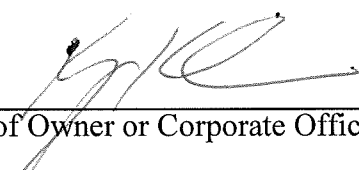
Offense: Public Swearing/Intoxication

Location of Conviction: Charlottesville, VA

Disposition: \$25 fine (may have also paid \$86.00 in court costs)

Signature:

RMF BY:



Signature of Owner or Corporate Officer

11/26/2018

Date

Kenneth J. Krebs

Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

Exhibit A*

To Corporate Supplement Form for Rockbridge Holdings

Item 5 Continued (List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed))

<u>NAME</u>	<u>ADDRESS (5 YEARS)</u>	<u>Date of Birth</u>	<u>Title</u>	<u>Ownership</u>
Stephen C. Denz Trust	10679 Ridgeview Court Westerville, OH 43082	05/04/1957	Member	**

**Collectively, Messrs. Merkel, Hansell, Krebs and Denz own 100% of the interest in Rockbridge Holdings, LLC.

James T. Merkel Additional Addresses

1. 4650 Ackerly Farm Road
New Albany, OH 43054
2. 435 S. Columbia Avenue
Columbus, OH 43209

John D. Haymes Additional Addresses

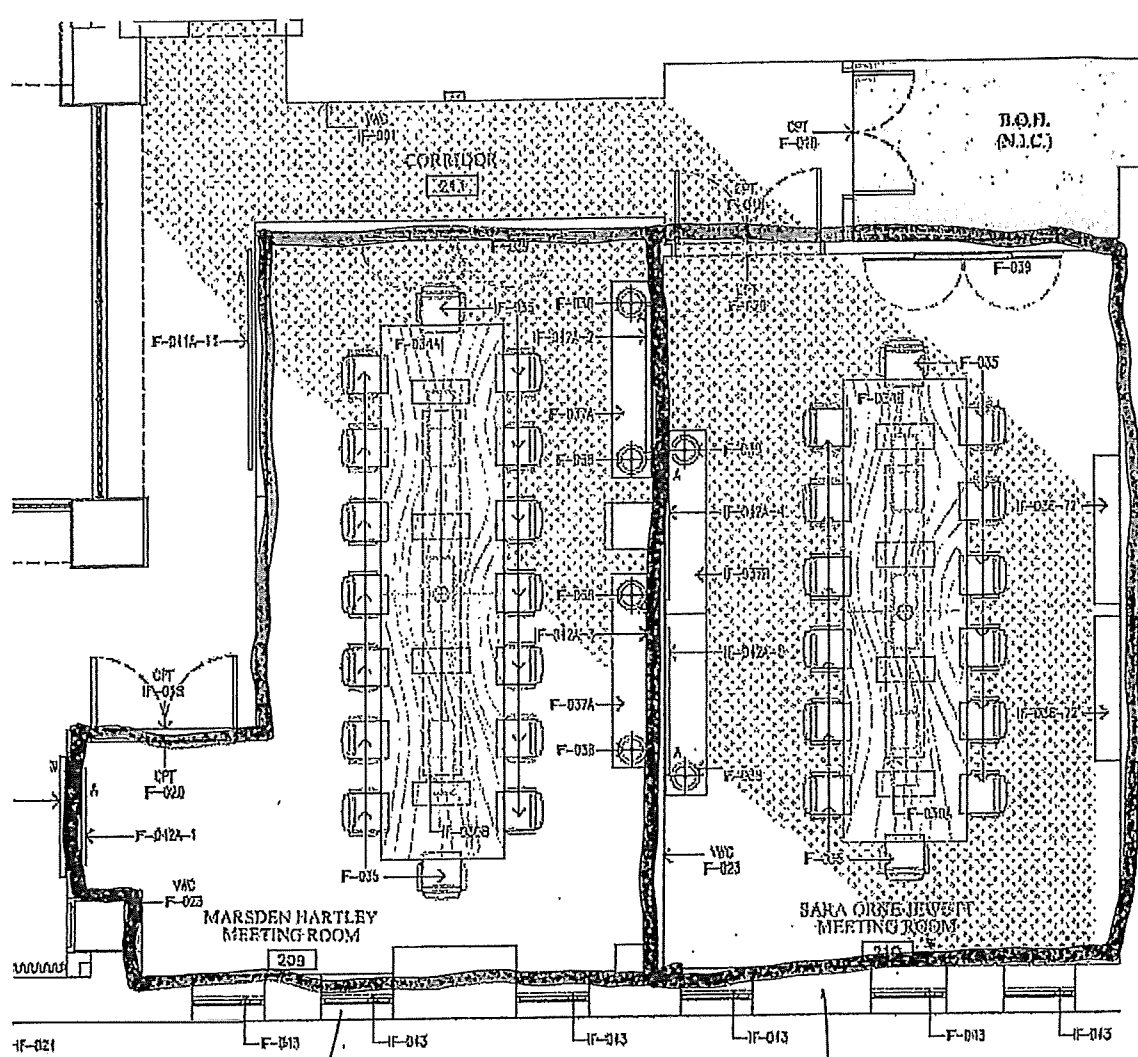
1. 3908 Easton Square Place
Columbus, OH 43219
2. 117 E. 57th Street
New York, NY 10022
3. 858 Gainsborough Drive
Laguna Beach, CA 92651
4. 525 Ocean Blvd.
Corona Del Mar, CA 92626

Jordan B. Hansell Additional Addresses

1. 81 Lawton Road
Hilton Head Island, SC 29928
2. 7326 Ste Rte 19, Unit 3 Lot 17
Mount Gilead, OH 43338
3. 5101 Bowen Road
Canal Winchester, OH 43110

Architectural floor plan of a building interior, likely a laboratory or industrial facility. The plan shows several rooms separated by dashed lines. A large central area is shaded with a stippled pattern. Various equipment or fixtures are indicated by circles with crosshairs and labeled with codes like IF-01A-1, IF-01B-1, IF-01C-1, IF-01D-1, IF-01E-1, IF-01F-1, IF-01G-1, IF-01H-1, IF-01I-1, IF-01J-1, IF-01K-1, IF-01L-1, IF-01M-1, IF-01N-1, IF-01O-1, IF-01P-1, IF-01Q-1, IF-01R-1, IF-01S-1, IF-01T-1, IF-01U-1, IF-01V-1, IF-01W-1, IF-01X-1, IF-01Y-1, IF-01Z-1. There are also labels for "CPT F-01A", "CPT F-01B", "CPT F-01C", "CPT F-01D", "CPT F-01E", "CPT F-01F", "CPT F-01G", "CPT F-01H", "CPT F-01I", "CPT F-01J", "CPT F-01K", "CPT F-01L", "CPT F-01M", "CPT F-01N", "CPT F-01O", "CPT F-01P", "CPT F-01Q", "CPT F-01R", "CPT F-01S", "CPT F-01T", "CPT F-01U", "CPT F-01V", "CPT F-01W", "CPT F-01X", "CPT F-01Y", "CPT F-01Z". On the right side, there are two small rooms labeled "B.O.H. (N.L.C.)". At the bottom, there is a section cut symbol showing a circular cross-section of a wall or ceiling. The drawing is titled "MATCH LINE" at the bottom center.

FOR CONTINUATION OF LAYOUT,
SEE DRAWING ID.14



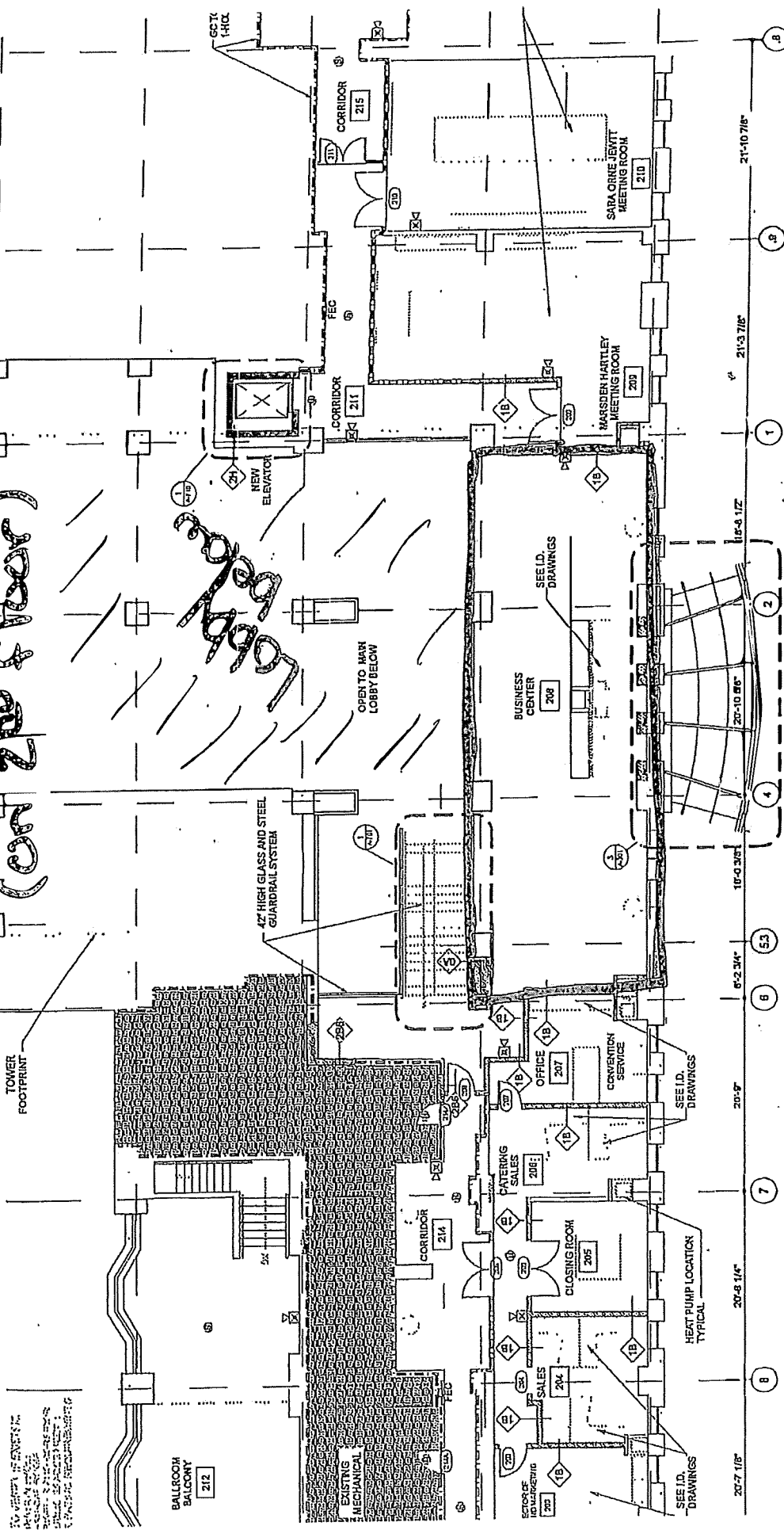
Meeting Room
"Marsden Hartley"

Meeting Room,
"Sara Orne Jewett"

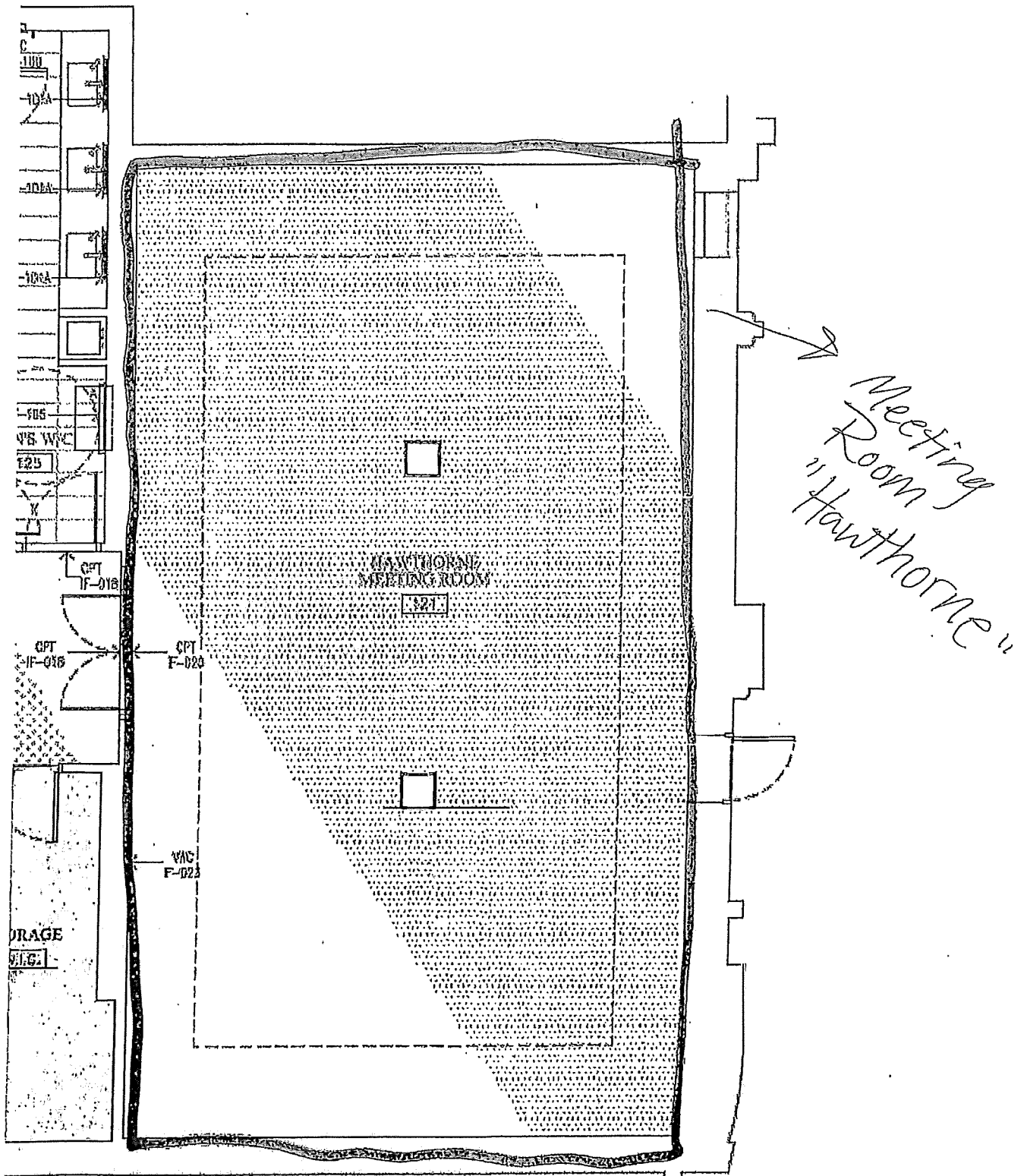
OPEN TO
BALLOON
BELOW

*Note: Mezzanine is Fiber above lobby (not floor)

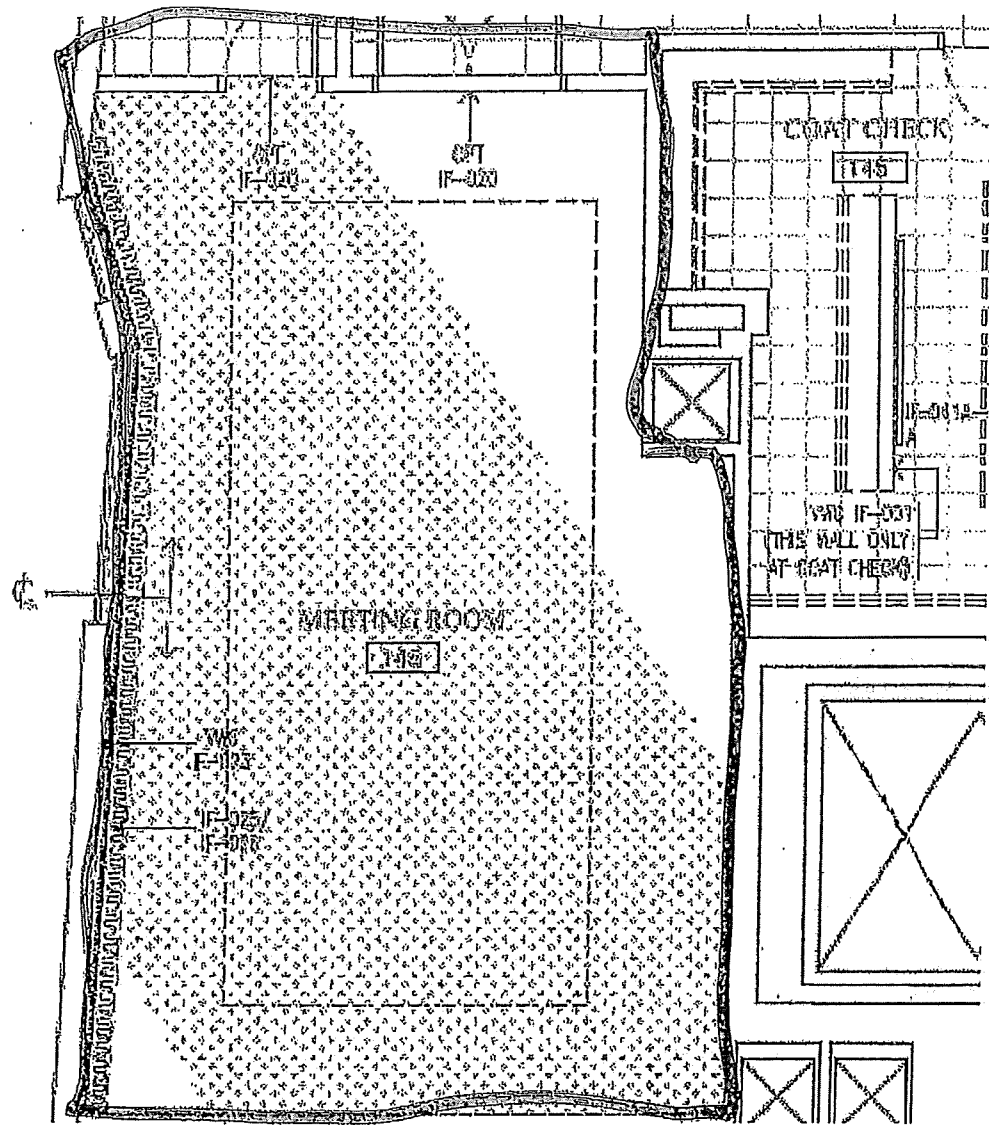
1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.



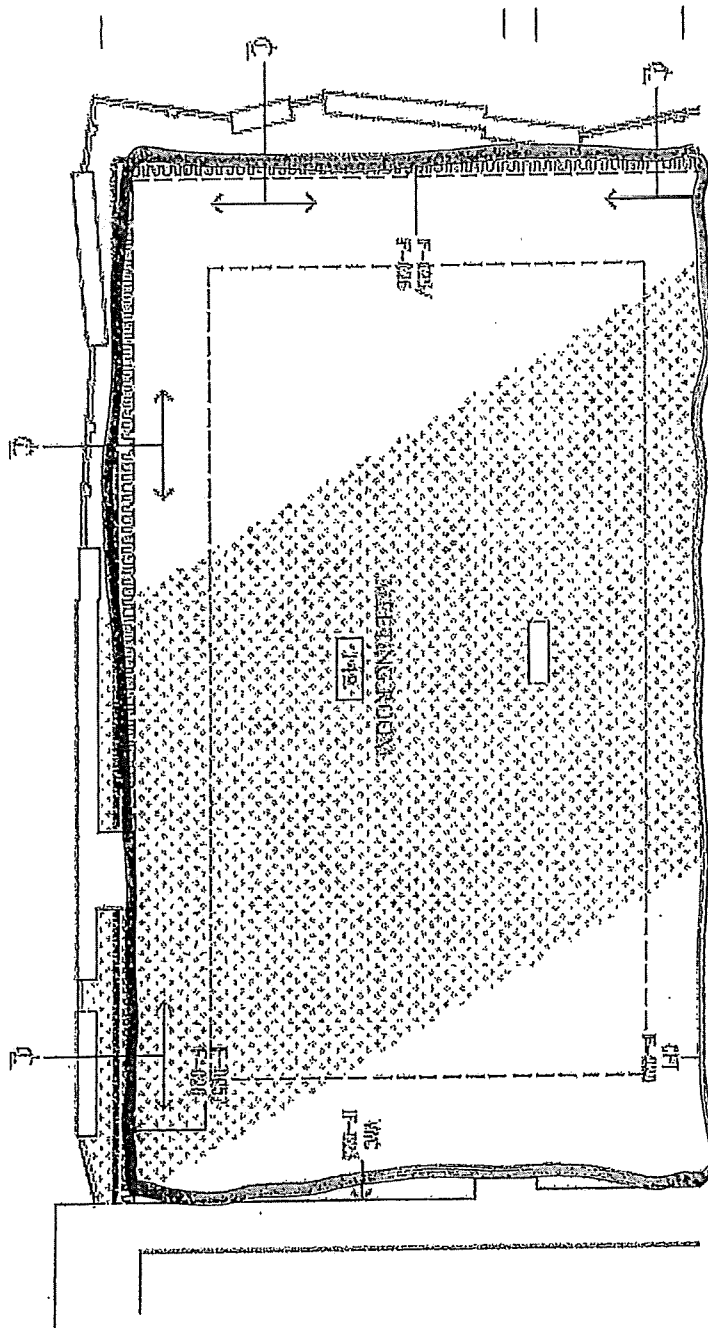
SEE SHEETS A-408 - A-409 FOR ENLARGED DIMEN



Rines A



Meeting Room
"Rines A"

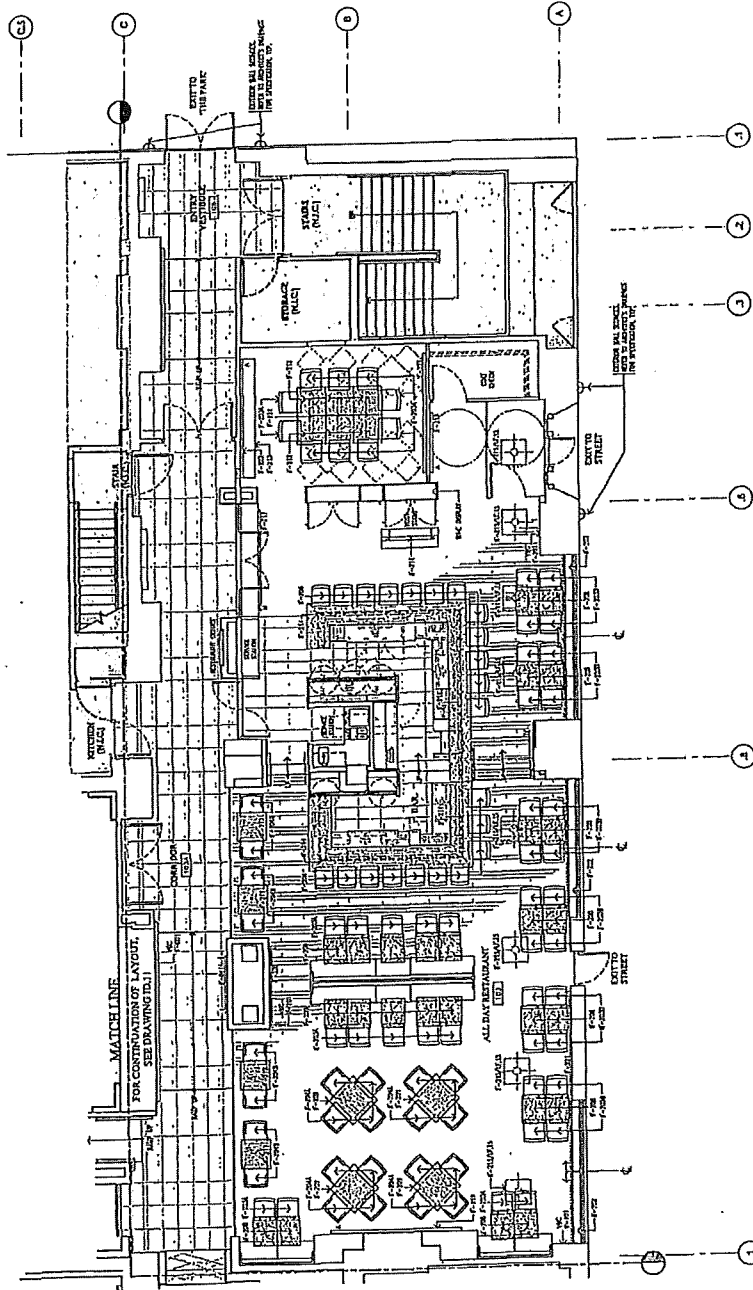


Meeting
Room
"Rines B"

Rines B



KEY PLAN
SCALE N.T.S.



ALL DAY RESTAURANT SEATING CAPACITY	
TABLES FOR 2	24
TABLES FOR 4	24
PRIVATE DINING	18
BAR SEATING	22
TOTAL SEATING CAPACITY	88

WESTIN EASTLAND PARK
PORTLAND, OREGON

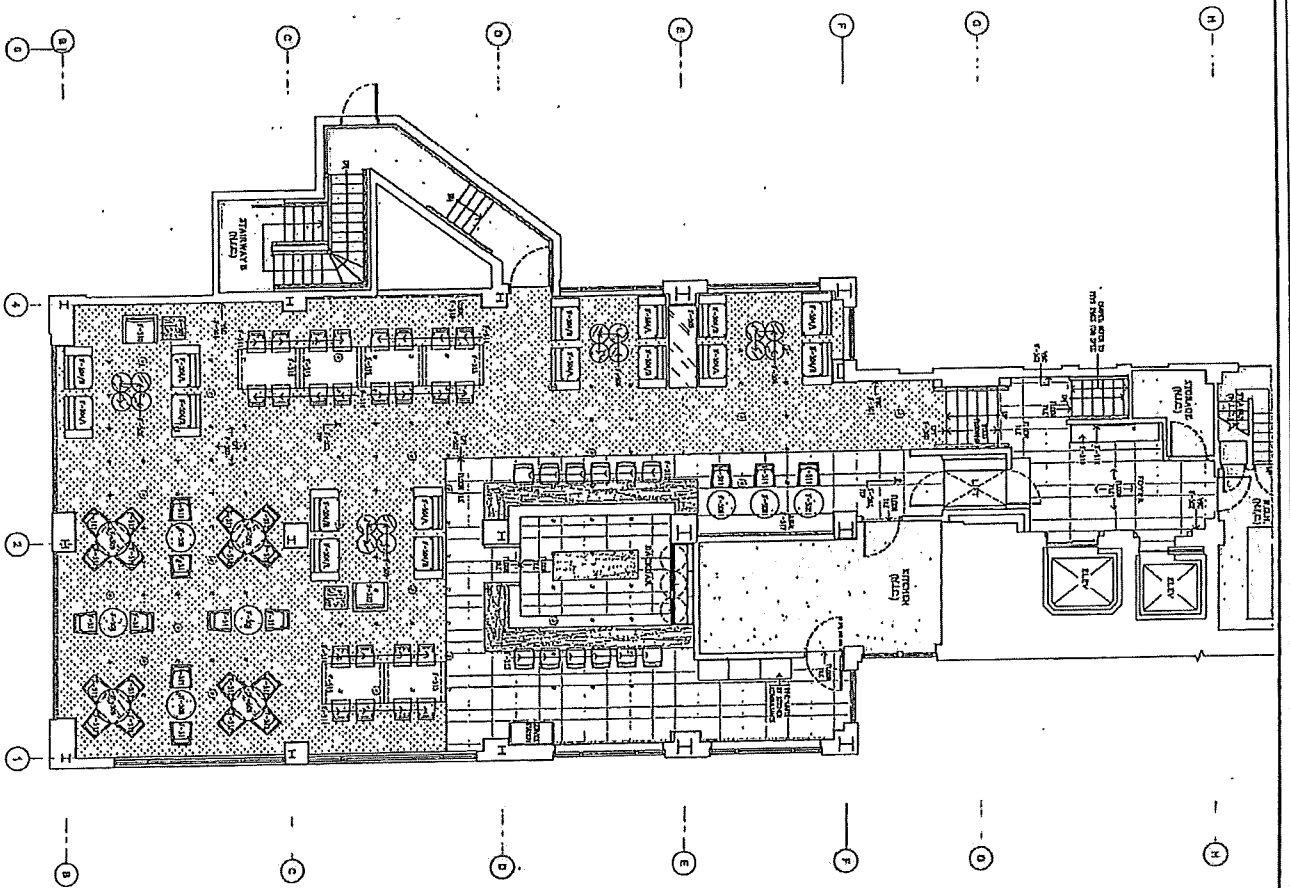
GROUND FLOOR
ALL DAY RESTAURANT

FURNITURE PLAN

ID. 14

Restaurant

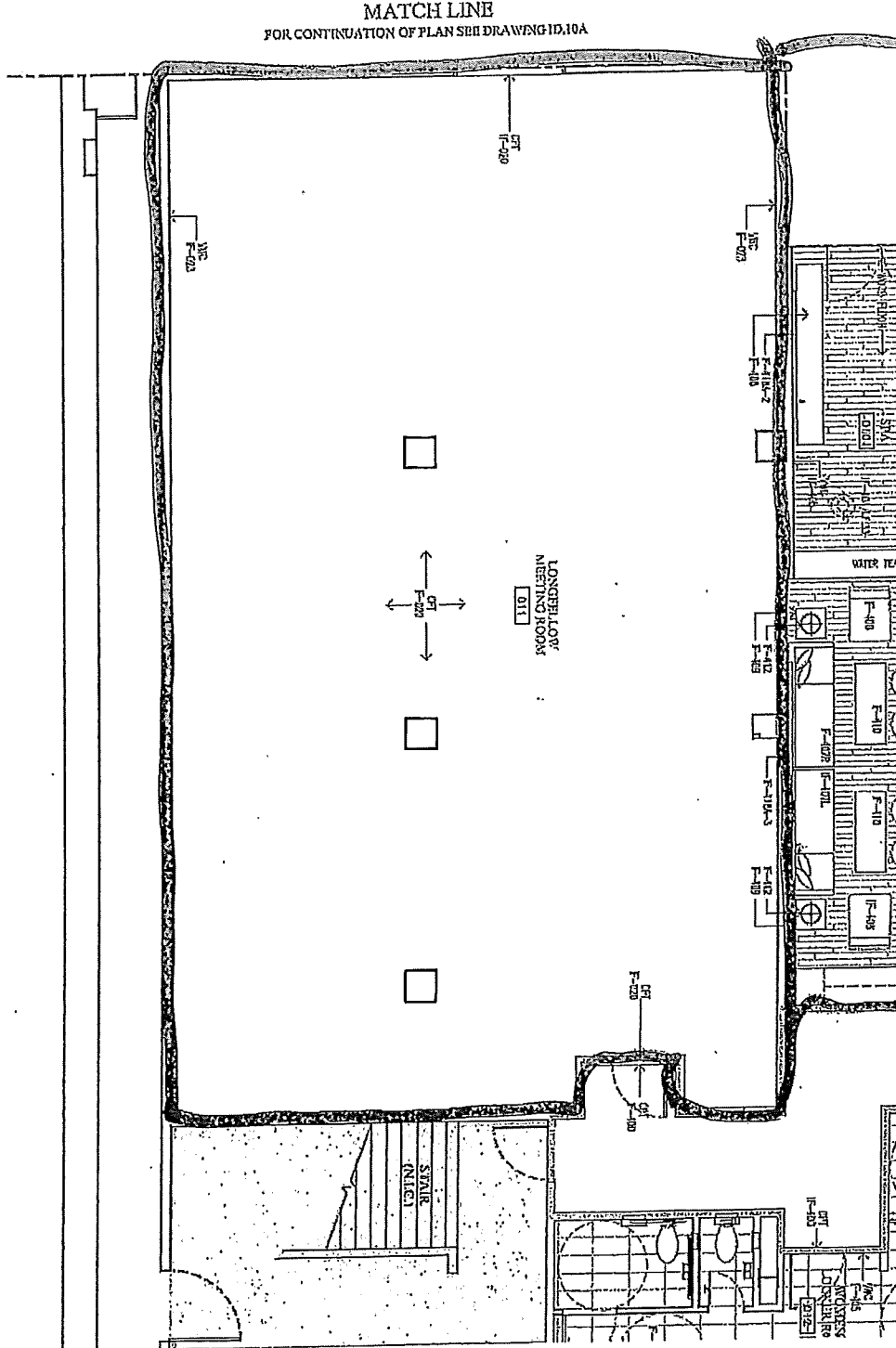
*Lounge -
"Top of the East"*



TOP OF THE EAST SEATING CAPACITY	
TABLE TOP 2	X 4 - 8
BAR SEATING	X 12 - 24
LOUNGE SEATING	X 12 - 24
TOTAL SEATING CAPACITY	- 44

WESTIN EASTLAND PARK
PORTLAND, OREGON
TOP OF THE EAST
EXPANSION

MATCH LINE
FOR CONTINUATION OF PLAN SEE DRAWING ID.10A



Meeting
Room
"Long Room"

Meeting Room = "Ballroom"

Roped off when private event

WESTIN
HOTELS & RESORTS

MONCUR
MANAGER, GUEST SERVICES AND
RESERVATIONS



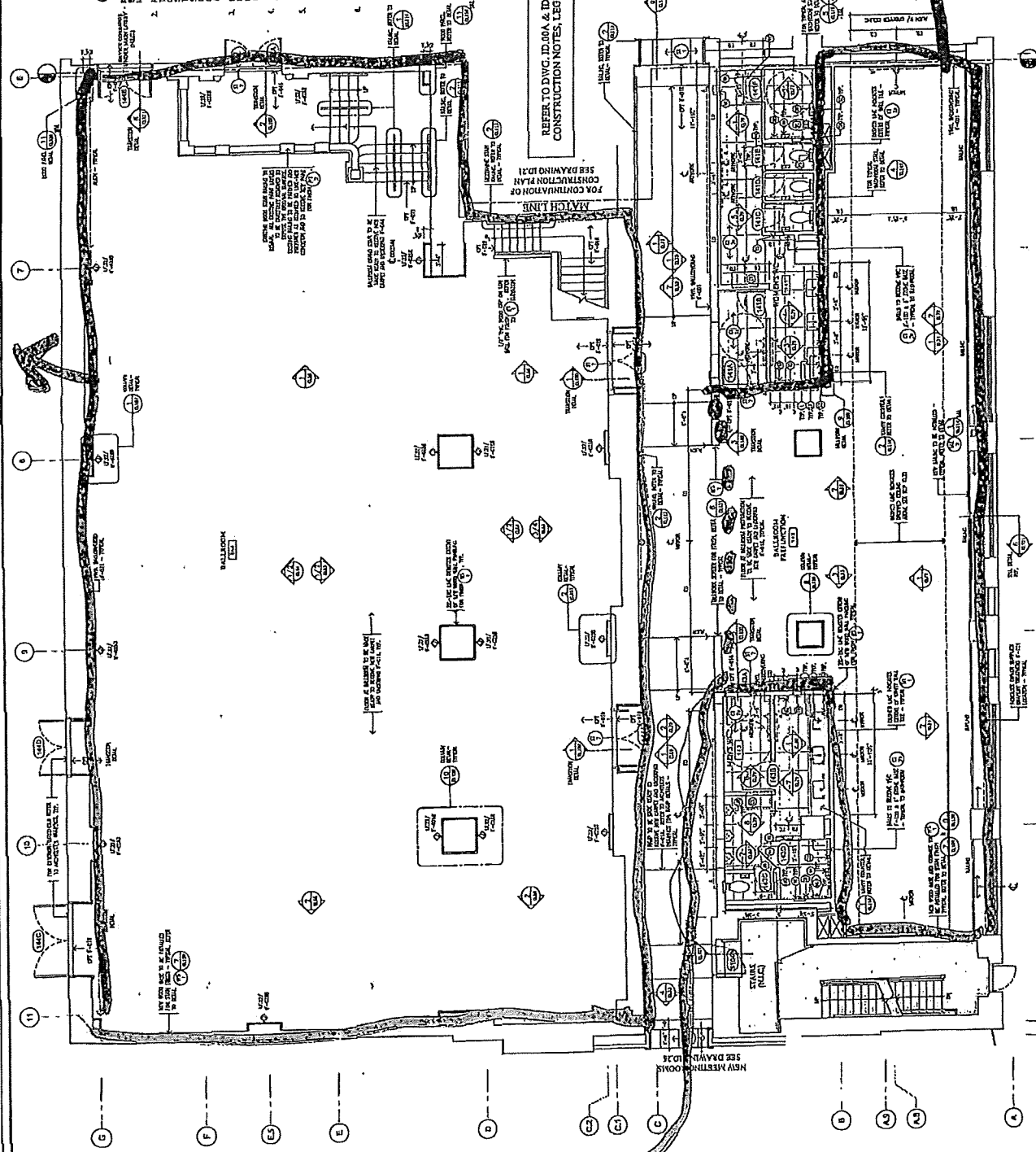
KEY PLAN
SCALE: 1/8" = 1'-0"

Construction Notes:

1. ALL WORK IS TO BE PERFORMED AS SHOWN ON THE DRAWINGS AND IN ACCORDANCE WITH THE SPECIFICATIONS AND SCHEDULES.
2. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE ORDINANCES.
3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE ORDINANCES.
4. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE ORDINANCES.
5. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE ORDINANCES.
6. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE ORDINANCES.

REFER TO DWG. ID.00A & ID.00B FOR GENERAL
CONSTRUCTION NOTES, LEGENDS & SCHEDULES

Space Meeting



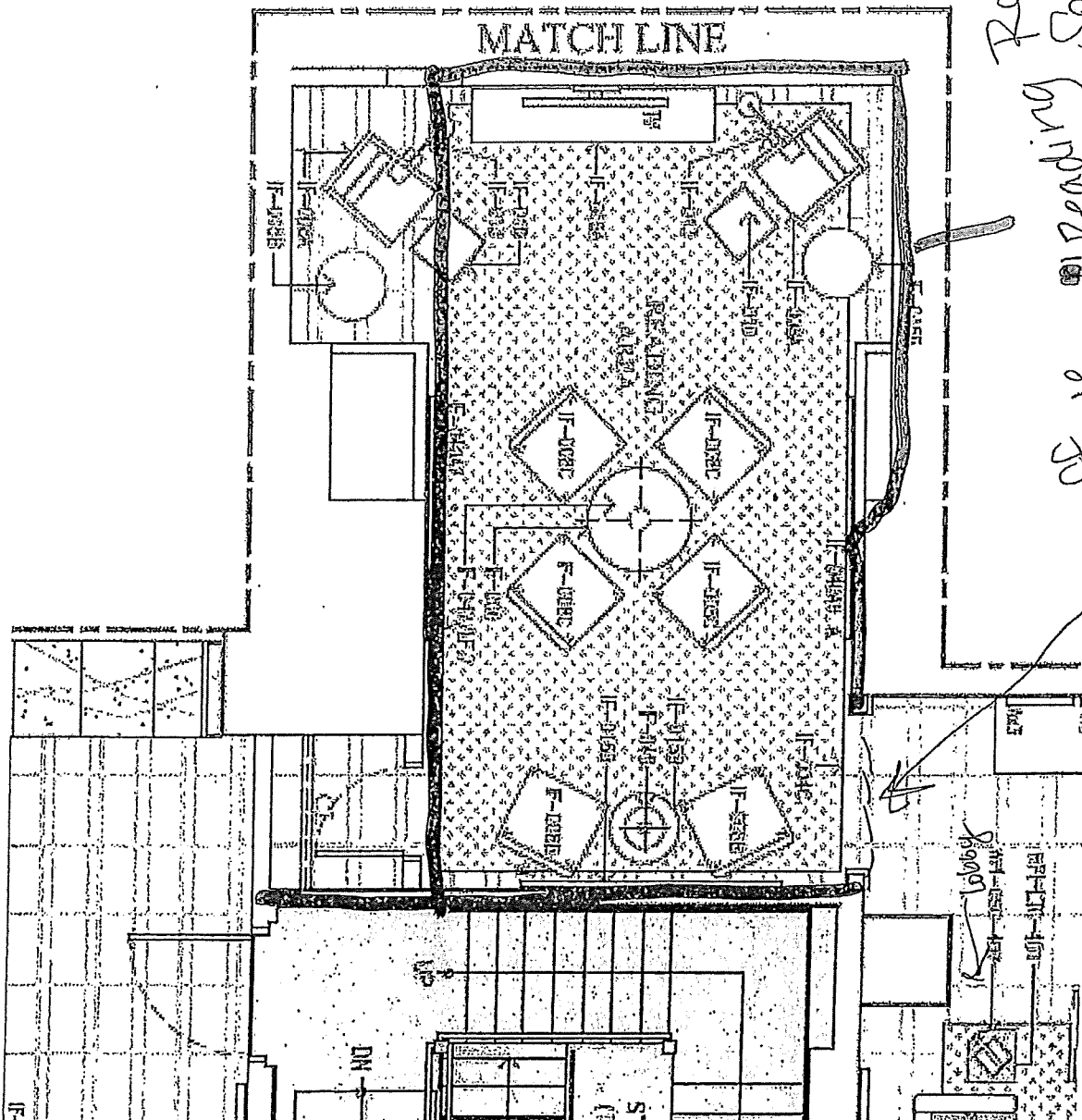
WESTIN EAST-JUD PARK
PORTLAND, MAINE

GROUND FLOOR
BALLROOM & BALLROOM
PREFUNCTION

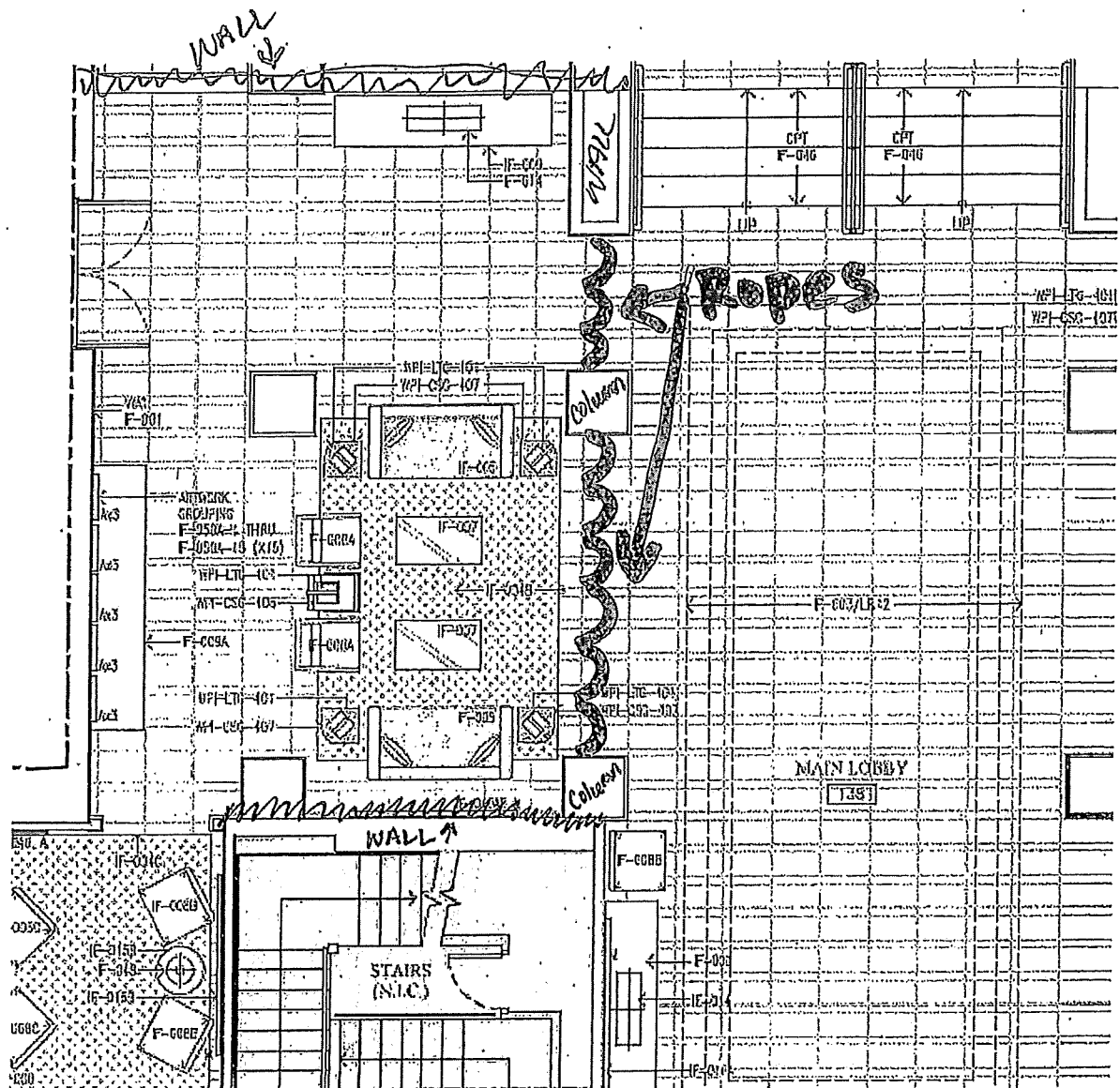
CONSTRUCTION PLAN

ID.25

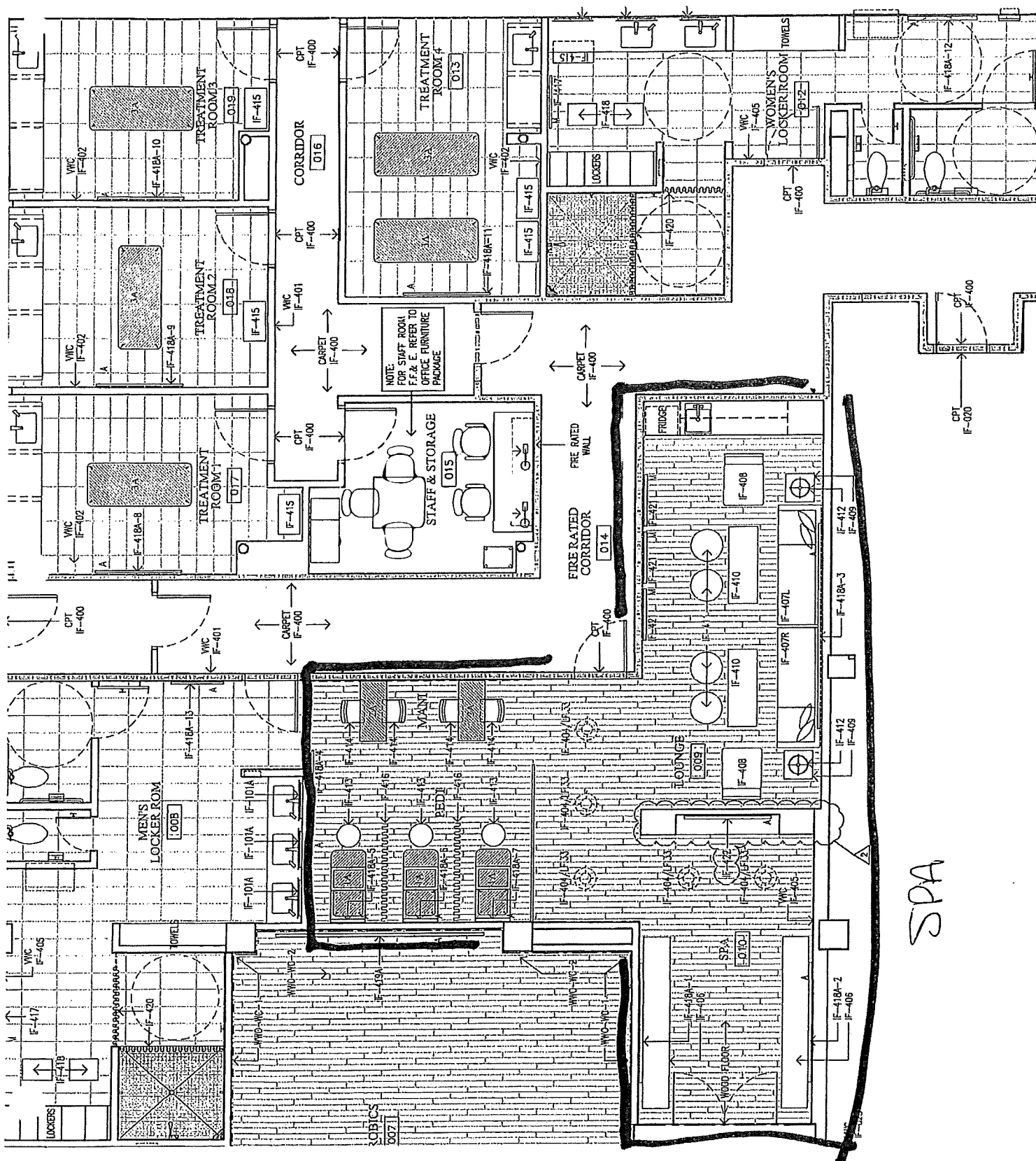
FOR CONTINUATION OF LAYOUT,
SEE DRAWING ID.15



Wooden
Reading Space
Meeting
Roped off
with private
function



The Above Section of Lobby to be roped off and Alcohol served for private functions only.



5

SUMMER AT TOP OF THE EAST

\$15

Maine Blueberry Lemoncelo • 15
Caravella Lemoncelo, Blueberry Stoli, Maschio Prosecco with
Fresh Maine Blueberries

Spicy Watermelon Margarita • 15
Agave Loco Spicy Tequila, Watermelon puree,
fresh lime juice, salted on the rocks

New England's Strawberry Drop • 15
Strawberry Infused Tito's Handmade Vodka, Fresh Lemon Juice
with a sugar rim

Maine Blueberry Mule • 15
New England's Ice Pik Vodka, Gosling's Ginger Beer, Locally
made Eli's Blueberry Soda w/ muddled Maine Blueberries

Westin Formula 157 • 15
Casamigos Blanco, Orange Stoli, Fresh Lime Juice,
wSimple, Maine Blueberries on the rocks

Red & White Sangria • 15
Ask your Server about our Fresh House made Sangria

FAVORITES

Bubbly Pear • 15
Elderflower Liqueur, Pear Puree, L'Onesta Lambrusco
Sparkling Red

Top of the East 75 • 15
Beefeaters Gin, Christian Brothers Brandy, Fresh Lemon Juice,
and Maschio Prosecco

Russian Cold Brew • 15
New England's Ice Pik Vodka, Tuaca, Agave, Milk,
Float of Espresso

Abstract Art Walk • 15
Apple Brandy, Yellow Chartreuse, Pomegranate Juice,
Lemon Juice

Maple Old Fashioned • 15
Bulleit Rye, Maine Maple Syrup, Molasses Bitters

BARTENDER CHOICES

\$15

The Wild Blue Yonder • 15
Hendricks Gin, Fresh Lemon Juice, Maine-made Honey simple,
Dry Curacao w/ drops of Blue Curacao

The Blood Meridian • 15
Bulleit Rye, Freshly made Hops simple, Mezcal, Fresh Lemon &
Orange Juice

The Full Moon • 15
Casamigos Blanco, Cointreau, Lillete, Fresh Lemon Juice,
Simple w/ an Absinth rinse

The Eclipse • 15
Locally Maine-made Rum, Spiced Rum, Fresh Lime Juice,
Gosling's Ginger Beer w/ a splash of Port

LOUNGE MENU

Homemade Maine Potato Chips & Dip • 9
Caramelized Onion Dip

Warm Pretzels • 12
Dark Beer Dip, Local Sea Salt,
Pineland Farm Cheddar

Scallion Hummus • 12
Crudités Vegetables, Crostini

Flight of Shrimp • 15
Gulf White Shrimp, Vodka
Infused Cocktail sauce, Lemon

Ricotta • 10
Zaatar, Crostini, Wild Honeycomb

Buffalo Chicken Empanadas • 10
Romesco Sauce

Seasonal Flat Bread • 15
Please Ask Your Server for This Season's Offering

**Grilled Cabot Cheddar Cheese &
Bacon Sandwich • 12**
Reyes Mustard, Sweet Onion

New England Farms 3 Cheese Board • 18
Honeycomb, Fig Jam, Crackers,
Marconi Almonds

Charcuterie Board • 18
Whole Grain Mustard, Grapes,
Berries, Olives, Almonds

Lobster Sliders • 21
Chipotle Aioli, Pickle, Chips, Chives

Cuban Sliders • 12
Local Ham & Pork, Mustards, Pickles

Top of the East Caesar • 10
Parmesan Shavings, Crostini, Anchovy Dressing
Add Chicken 5 • Shrimp 7

DESSERT

Assorted Warm Cookies • 8
Oatmeal Raisin, Chocolate Chip, White Chocolate

Chocolate Fondue • 10
Marshmallows, Lady Fingers, Strawberries, Whipped Cream

Seasonal Cheese Cake • 9
Please Ask Your Server for This Season's Offering

TOP OF THE EAST BEER SELECTIONS

ASK YOUR SERVER FOR OUR LOCAL &
SEASONAL OF MAINE CRAFTED BEERS

DOMESTIC / IMPORTED BOTTLED BEERS

Heineken • 8	Budweiser • 7 & Bud Light
Stella Artois • 8	Corona • 8
Blue Moon • 8	Sam Adams Light • 8
Miller Light • 7	Sam Adams Boston • 8 Lager
Guinness Draught • 9 (Can)	

MAINE CRAFTED BEERS & CIDERS

Atlantic Coal Porter • 7	Baxter Stowaway • 7 IPA
Atlantic Blueberry • 7	Peak Fresh Cut • 7 Pilsner
Shipyard Finder IPA • 9	Bunker Brewing • 9 Czech Pilz
Hidden Cove IPA • 7	Mason's Hipster • 9 Apocalypse
Hidden Cove • 7 Pale Ale	Maine Beer • 13 Company
Rising Tide • 8 Daymark	Downeast Cider • 8
Funky Bow IPA • 7	Citizen Cider • 9 Unified Press
Funky Bow Jam • 9 Session IPA	
Funky Bow G-String • 8	

SEASONAL OFFERINGS FROM SAMUEL ADAMS:

Summer Ale • 6	Angry Orchard • 6 Apple Cider
OctoberFest • 6	

WINE SELECTIONS

MONTHLY MANAGER'S SPECIALS BY THE
GLASS & BOTTLE

BUBBLES

	6oz.	9oz.	Btl.
Chandon Brut (<i>California</i>) Splits			12
Chandon Brut Rose' (<i>California</i>) Splits			12
Maschio Prosecco (<i>Italy</i>)	10	12	38
Baron de Seillac Brut Blanc de Blancs (<i>France</i>)	10	12	38
Tullia Brut Rose' Prosecco	12	14	46
L'Onesta Lambrusco Sparkling Red (<i>Italy</i>)	10	12	38
Moet Imperial Brut			90
Moet Imperial Brut Rose'			95

WHITE & ROSE'

	6oz.	9oz.	Btl.
Poggio Anima Rose' (<i>Italy</i>)	10	12	38
Bollini Pinot Grigio (<i>Italy</i>)	11	13	42
Milbrandt Riesling (<i>Washington</i>)	10	12	38
Paul D Gruner Veltliner (<i>Austria</i>)	9	11	34
Four Graces Pinot Gris (<i>California</i>)	12	14	46
Dry Creek Chenin Blanc (<i>California</i>)	10	12	38
Kate Arnold Sauvignon Blanc (<i>California</i>)	10	12	38
Walnut Block Sauvignon Blanc (<i>New Zealand</i>)	12	14	46
Jackhammer Chardonnay (<i>California</i>)	13	15	50

RED

	6oz.	9oz.	Btl.
Stephen Vincent Pinot Noir (<i>California</i>)	12	14	46
Big Fire Pinot Noir (<i>Oregon</i>)	14	16	54
Meinklang Burgenland Red Blend (<i>Austria</i>)	9	11	34
Andre' Brunel Cotes du Rhone (<i>France</i>)	10	12	38
Vina Zorzal Garnacha (<i>Spain</i>)	9	11	34
Hahn Merlot (<i>California</i>)	10	12	38
Azagador La Mancha Cosecha Tempranillo (<i>Spain</i>)	10	12	38
Nicodemi Motepulciano d'Abruzzo (<i>Italy</i>)	10	12	38
Humberto Canale Malbec (<i>Argentina</i>)	11	12	42
Chop Shop Cabernet Sauvignon (<i>California</i>)	12	14	46
Chateau Fontanes Cabernet Sauvignon (<i>France</i>)	12	14	46

Due to limited inventory, some wines may not be available.

SPIRITS

IRISH WHISKEY

Jameson's Old Bushmills

SCOTCH WHISKEY

Ardbeg 10 yr. old Dewars
Bailblair 1989 Cutty Sark "Prohibition
Blended"
Chivas Regal Old Pulteney 21 yr. old

SINGLE MALT SCOTCH'S

Glenlivet 12 yr. old Highland Park Single
Malt 15 yr. old
Glenmorangie Single
Highland Malt 10 yr. old Macallen 12 yr. old
Sherry Oak
Glenmorangie Nectar
D'Or 12 yr. old Macallen 18 yr. old

BRANDY & COGNAC

Cognac Reviseur Petite Champagne
Cognac vs "single Cognac France
estate" Remy VS
Courvoisier V.S. Remy XO
Hennessy V.S.

CORDIALS & LIQUEURS

Amaretto Disaronno Frangelico
B&B Grand Marnier
Baileys Irish Cream Irish Mist
Benedictine Kahlua
Blue Curacao Midori
Cacao Dark Ouzo
Campari Sambuca
Chambord Tia Maria
Cointreau Tuaca
Drambuie
Domaine de Canton French Ginger Liqueur

PORTS

Warre's King's Tawny • 8
Warre's Warrior Ruby • 9
Gonzalez Byass Leonor • 9
Warre's Warrior Reserve • 11
Warre's Otima 20yr. • 15

SPIRITS

VODKA

Absolut Kettle One
Belvedere Skyy
Belvedere Flavors Snow Leopard
Chopin Stoli Raspberry
Deep Eddys / Flavors Stolichnaya
Grey Goose Tito's Handmade

GIN

Beefeater Hendrick's
Bombay New Amsterdam
Bombay Sapphire Tanqueray
Caorunn

RUM

Admiral Nelson Clement Curvee
Appleton Estate Rum Homere
Bacardi Silver French Caribbean Rhum
Brugal Especial Extra Malibu
Dry Mount Gay
Bugal 1888 Sailor Jerry Spiced
Captain Morgan
Original Spiced

TEQUILA

1800 Reposado Patron Silver
Casa Noble Blanco Sauza Conmemorativo
Corralejo Reposado Sauza Gold
Espolon Repodado Sauza Hornitos
Blanco Sauza Silver
Lanazul

BOURBON

Booker's Woodford Reserve
Elijah Craig Ridgemont Reserve
Marker Mark 1792, Single Barrel
Wild Turkey 101 Bourbon

AMERICAN WHISKEY

Bulleit Rye Knob Creek
Jack Daniels Southern Comfort

CANADIAN WHISKEY

Canadian Club Seagram's 7
Seagram VO Tangle Ridge 10 yrs.

LUNCH

C² CONGRESS SQUARED

Restaurant & Bar

appetizers

MAINE CLAM CHOWDER	9
with oyster crackers	
OLD FASHIONED TOMATO SOUP	8
heirloom tomato, micro basil	
C² CHICKEN WINGS	12
celery, carrot, bleu cheese	
THREE CHEESE BOARD	18
honeycomb, sliced baguette	
SAUTEED GULF SHRIMP	15
arugula, garlic, avocado, lemon	
PARMESAN FRIES	5
parmigiano-reggiano, herbs	

salads

MICRO CHOPPED GRILLED CHICKEN SALAD	16
chopped romaine, kale, broccoli, beets with bacon, chicken & avocado with Italian dressing	
CAESAR SALAD	12
parmesan, peppers, cherry tomato, white anchovy, croutons add: chicken +5 shrimp +7 salmon +11	
COBB SALAD	14
organic egg, blue cheese, bacon, cherry tomato, blueberries, avocado add: chicken +5 shrimp +7 salmon +11	

mains

served with choice of fries, chips, salad or grapes

MARKET VEGETABLE WRAP	12
arugula, asparagus, cherry tomato, hummus, cottage cheese	
TUNA MELT	11
Ciabatta, swiss cheese, pickles, tomato, Artisan greens, sprouts	
HAM & BAGUETTE SANDWICH	12
North Country ham, Dijon aioli, Brussels, Maine apples, Pineland farm cheddar, farm greens	
ALL NATURAL TURKEY BLT	14
bacon, lemon mustard aioli, lettuce, tomato, toasted wheat bread	
SHRIMP TACOS	14
pico de gallo, guacamole, queso fresco, flour tortilla, cilantro slaw	
BEER-BATTERED HADDOCK	16
local haddock, house fries, coleslaw, dill tartar	
C² SIRLOIN BURGER	16
pickles, Pineland Farms cheddar, bacon jam, greens, house fries	

BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY. PLEASE NOTE THAT NOT ALL INGREDIENTS ARE LISTED.

* These items are served raw or may be cooked to order. The Board of Health suggests that raw or undercooked meats or seafood may increase your risk of food borne illnesses, especially if you have certain medical conditions.

157 high street, portland, maine
207.517.8831

THE WESTIN
PORTLAND
HARBORVIEW



Restaurant & Bar

Happy Hour

2 p m - 6 p m

FOOD

LOBSTER SLIDER

LEMON-HERB AIOLI, BRIOCHE 5ea

BAHARAT HUMMUS

RAW VEGETABLES, GRILLED NAAN 6

BEEF + CHEDDAR SLIDERS

BACON JAM, PICKLES, ARUGULA 3ea

PARMESAN HERB FRIES

FRESH GRATED PARM 3

MEXICAN STREET NACHOS

PICO, COTIJA, RADISH, CORN 5

CHICKEN WINGS

CELERY, CARROT, BLEU 6

DRINKS

BEER \$4

SHIPYARD EXPORT
SAMUEL ADAMS LAGER
SAMUEL ADAMS IPA
ANGRY ORCHARD CIDER

WINE \$5

CABERNET
CHARDONNAY

COCKTAILS \$9

RASPBERRY FIZZ
PROSECCO, APEROL, LEMON, RASPBERRY ORANGE SIMPLE
PIMM'S MULE
CUCUMBER VODKA, PIMM'S NO. 1, LIME, GINGER BEER

DINNER **C²** CONGRESS SQUARED Restaurant & Bar

appetizers

SAUTEED GULF SHRIMP 	15
arugula, garlic, avocado, lemon	
* MAINE OYSTERS	3.50 ea
ask us about our daily selection	
FLUKE CEVICHE	12
corn, red onion, cilantro, citrus	
THREE CHEESE BOARD	18
honeycomb, sliced baguette	
CHARCUTERIE	18
champagne mustard, grilled baguette, olives	
JUMBO LUMP CRAB CAKE	20
remoulade sauce	
C² CHICKEN WINGS	12
celery, carrot, bleu cheese	
LOBSTER MAC + CHEESE	22
local cheeses, chives, parm crumbs	
HOUSE-CUT FRIES	5
parmigiano-reggiano, herbs	
POUTINE	8
house fries, gravy, cheese curds	

soups

MAINE CLAM CHOWDER	10
bacon, potato, oyster crackers	
OLD FASHIONED TOMATO SOUP 	8
heirloom tomato, micro basil	

salads

MICRO CHOPPED GRILLED 	13
CHICKEN SALAD	
chopped romaine, kale, broccoli, beets with bacon, chicken & avocado with Italian dressing	
CAESAR SALAD	12
parmesan, peppers, cherry tomato, white anchovy, croutons	
add chicken +5 shrimp +7 salmon +11	
LOCAL TOMATO SALAD	14
Maplebrook farm burrata, pesto, radish	
COBB SALAD	14
organic egg, blue cheese, bacon, cherry tomato, blueberries, avocado	

vegetables

VEGETABLE QUINOA PAELLA 	23
saffron, tomatoes, kidneybeans, artichokes, vegetable stock	
GREEN CURRY VEGETABLE 	23
STEW	
potato gnocchi, seasonal vegetable, mango, fresh herbs, coconut milk	

BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY. PLEASE NOTE THAT NOT ALL INGREDIENTS ARE LISTED.

* These items are served raw or may be cooked to order. The Board of Health suggests that raw or undercooked meats or seafood may increase your risk of food borne illnesses, especially if you have certain medical conditions.

DINNER **C²** CONGRESS SQUARED

Restaurant & Bar

atlantic fare

* SEARED DIVER SEA SCALLOPS	29
saffron risotto, portabella mushroom, grilled asparagus	
LOCAL BEER-BATTERED HADDOCK	16
house fries, cole slaw, dill tartar, lemon	
OFF THE BOAT MAINE LOBSTER	Market Price
asparagus, whipped potatoes	
GRILLED HALIBUT	30
quinoa, asparagus, roasted cherry tomato, scallion pineapple chimichurri	
* CRISPY SKIN SALMON	30
crushed Maine potatoes, shrimp, olive tapenade, zhug	

sides

SAUTÉED QUINOA	6
MAC + CHEESE	6
ROASTED BRUSSELS	6
bacon, lemon	
SAFFRON RISOTTO	6
DEMI SALAD	5
STIR-FRIED BROWN RICE 	6

from the ranch

BERKSHIRE GRILLED PORK CHOP	29
house mustard mashed potato, roasted carrots, bacon jam	
* GRILLED TOP SIRLOIN	30
8 oz served with whipped potato and asparagus	
* GRILLED RIBEYE	45
12 oz served with whipped potato and asparagus	
* PAN-ROASTED FILET MIGNON	42
6 oz served with whipped potato and asparagus	
ROASTED HALF CHICKEN	26
house made dry rub served with whipped potato and asparagus.	
<i>served with your choice of sauce:</i>	
• old bay hollandaise	
• mushroom demiglace	
• scallion chimichurri	
C² SIRLOIN BURGER	16
pickles, Pineland Farms cheddar, bacon jam, greens, house fries	

 "These nutritional powerhouse foods can help extend your health span-the extent of time you have to be vigorous and vital." Dr. Steven Pratt, author of SuperFoods Rx: Fourteen Foods That Will Change Your Life
© 2015 MARSHOTT HOTELS AND RESORTS WORLDWIDE, INC. ALL RIGHTS RESERVED. WESTIN AND ITS LOGOS ARE THE REGISTERED TRADEMARKS OF MARSHOTT HOTELS AND RESORTS WORLDWIDE, INC. OR ITS AFFILIATES. SUPERFOODS RX IS A TRADEMARK OF SUPERFOODS PARTNERS, LLC.



good morning !

breakfast



CONGRESS SQUARE CONTINENTAL

seasonal fruit, fresh-baked muffin or pastry with house preserves, choice of juice, choice of coffee or tea

12

IRISH BOILER MAN'S BREAKFAST

two eggs any style, bacon, portobella mushroom, grilled tomato, country potatoes, choice of pork or chicken sausage, choice of toast

17

w.a. bean & sons / north country smokehouse / olive's garden

FORK-MASHED AVOCADO TOAST

house ricotta, cucumber, tomato, tossed farm greens, poached eggs

12

little leaf farms

EASTLAND PARK BENEDICT

baguette, two poached organic eggs, bacon, asparagus, spinach, herbed hollandaise, country potatoes

14

north country smokehouse / olive's garden / standard baking

CORNEO BEEF HASH

caramelized onions, bell peppers, country potatoes, wild arugula, two eggs any style and choice of toast

16

wolf's neck farm / hoston braket / fishbowl farm

MIDDLE-EASTERN BREAKFAST BOWL

feta, cucumber, tomato, hard-boiled egg, garbanzos, green tahini, zâ'atar, pomegranate seeds

12

pineand farms / olive's garden / soon tahini / victorio spices / maine salt farm

TRADITIONAL CHORIZO and EGGS

pork chorizo scrambled into eggs, frijoles, pico de gallo, cotija, corn tortilla

12

beetle farm / greenbush farms / northville pocharge

AMERICAN OMELETTE

served with country potatoes and up to three fillings:

15

mushrooms	spinach	cheddar	caramelized onion
goat cheese	peppers	bacon	pork sausage
chicken sausage	tomato	ham	add lobster +11

w.a. bean and sons / cabot creamery / north country smokehouse

EGG WHITE OMELETTE

baby spinach, caramelized onion, cheddar, demi salad

15

cabot creamery / little leaf /

MAINE BLUEBERRY BUTTERMILK PANCAKES 14
maine grains flour, matcha cream

maine grains / kate's buttermilk / wyman's

VANILLA FRENCH TOAST 14
challah bread, citrus, pomegranate

standard bakery / ricker hill

MAINE GRAINS STEEL-CUT OATMEAL 9
local oats, fair-trade sugar, blueberries, banana, walnuts

maine grains / ~

sides

FRESH FRUIT and BERRIES ~ 8
HAM or BACON or PORK SAUSAGE or CHICKEN SAUSAGE 5
COUNTRY-STYLE POTATOES 4
PASTRY or CROISSAINT or MUFFIN 4
BAGEL with CREAM CHEESE 6
TOAST with HOUSE PRESERVES 5
SMOKED SALMON 7
ONE EGG ANY STYLE 2
SIDE of CORNED BEEF HASH 6
GREEK YOGURT with MARKET BERRIES 5
COFFEE or TEA or HOT CHOCOLATE 4
ORANGE or CRANBERRY or GRAPEFRUIT JUICE 4
ALMOND or SOY MILK 5
WHOLE MILK or SKIM 4
YOGURT and BERRY PARFAIT ~ 9
SAUTEED LOBSTER 11

MAINE GRAINS
KATE'S BUTTERMILK
WYMAN'S
STANDARD BAKERY
RICKER HILL

GLASS WINE



SPARKLING

NV	BARON DE SEILLAC	VENETO, ITALY	11/42
NV	MASCHIO PROSECCO BRUT	TREVISIO, ITALY	9/33
NV	TULLIA BRUT ROSÉ PROSECCO	TREVISIO, ITALY	12/46

WHITE & ROSÉ

2017	POGGIO ANIMA ROSÉ	FRANCE	10/38
2014	BEX RIESLING	MOSEL, GERMANY	10/37
2016	BOLLINI PINOT GRIGIO	ALTO-ADIGE, ITALY	11/42
2017	WALNUT BLOCK SAUVIGNON BLANC	MARLBOROUGH, NEW ZEALAND	12/46
2015	FERRARI -CARANO CHARDONNAY	SONOMA, CALIFORNIA	14/54
2015	FOUR VINES 'NAKED' CHARDONNAY	SANTA BARBARA, CALIFORNIA	9/33

RED

2016	J. LOHR PINOT NOIR	SONOMA, CALIFORNIA	12/46
2016	THE SEEKER PINOT NOIR	FRANCE	11/40
2014	FRANCIS FORD COPPOLA BLUE LABEL MERLOT	COLUMBIA, WASHINGTON	12/45
2013	LEESE & FITCH MERLOT	CALIFORNIA	10/38
2016	HUMBERTO CANALE MALBEC	ARGENTINA	11/42
2015	CHATEAU STE. MICHELLE INDIAN WELLS CABERNET	WASHINGTON	11/41
2016	AZAGADOR COSECHA TEMPRANILLO	SPAIN	10/38
2013	BANFI CHIANTI CLASSICO RISERVA	TUSCANY, ITALY	14/53

BEER / CIDER

MAINE BEER COMPANY (ASK ABOUT SELECTION)	13
MASON'S HIPSTER APOCALYPSE IPA(16OZ CAN)	9
MASON'S LIQUID RAPTURE IMPERIAL IPA(16OZ CAN)	9
BANDED BREWING LUMINAIRE IPL(16OZ CAN)	9
BUNKER MACHINE CZECH PILZ(16OZ CAN)	9
ALLAGASH WHITE	7
ATLANTIC BLUEBERRY ALE	7
ATLANTIC COAL PORTER	7
SHIPYARD EXPORT / SUMMER	7
FUNKY BOW SO FOLKIN HOPPY IPA	7
BAXTER STOWAWAY IPA	7
HIDDEN COVE COMPADRE PALE ALE	7
HIDDEN COVE PATROON IPA	7
SAM ADAMS BOSTON LAGER / REBEL IPA	8
BLUEMOON	8
BUDWEISER/ BUD LIGHT	7
MILLER LITE	7
CORONA	8
HEINEKIN	8
GUINNESS DRAUGHT CAN	9
ANGRY ORCHARD HARD CIDER	6
DOWNEAST CIDER	7
CITIZEN CIDER UNIFIED PRESS (16OZ CAN)	9

BOURBON / RYE WHISKEY

BASIL HAYDEN	13
WOODFORD RESERVE	14
BUFFALO TRACE	10
BULLEIT BOURBON	11
BULLEIT RYE	12
GUNPOWDER RYE, MAINE	14

SCOTCH

GLENLIVET 12 YR	15
LAPHROAIG 10 YR	16
LAGAVULIN 16 YR	20
MACALLAN 12 YR	18
MACALLAN 3 rd Edition	25

N/A BEVERAGES

FIJI WATER	5
SAN PELLEGRINO	5.5
MAINE ROOT BEER	4.5
MAINE BLUEBERRY SODA	4.5

WINE BY THE BOTTLE

SPARKLING

NV	BANFI ROSA REGALE	ITALY	58
NV	MUMM NAPA BRUT PRESTIGE	NAPA VALLEY, CALIFORNIA	50
2014	SCHRAMSBERG, BRUT ROSÉ	SONOMA, CALIFORNIA	85
NV	MOET & CHANDON ROSÉ	CHAMPAGNE, FRANCE	95
NV	MOET & CHANDON, IMPERIAL	CHAMPAGNE, FRANCE	90
NV	TAITTINGER BRUT RESERVE	CHAMPAGNE, FRANCE	150

ROSÉ

2015	LAURENT SAINT POURCAIN ROSÉ	LOIRE VALLEY, FRANCE	42
2017	KIM CRAWFORD ROSÉ	MARLBOROUGH, NZ	40

WHITE

2015	STEININGER GRÜNER VELTLINER	KAMPTAL, AUSTRIA	40
2015	JOSEPH CATTIN GEWURZTRAMINER	ALSACE	45
2014	FAMILLE HUGEL RIESLING	ALSACE	50
2016	DONNHOF RIESLING SPATLESE	GERMANY	70
2014	RAVINES DRY RIESLING	FINGER LAKES, NY	42
2016	MARTIN CODAX ALBARINO	RIAS BAIXAS	40
2013	FREEMARK ABBEY VIOGNIER	NAPA VALLEY, CAL.	60
2015	CASTELFEDER PINOT GRIGIO	ALTO ADIGE, ITALY	48
2015	DOMAINE REUILLY PINOT GRIS	LOIRE VALLEY, FRANCE	45
2013	LA CREMA PINOT GRIS	MONTEREY, CALIFORNIA	49
2011	PACIFIC RIM RIESLING	COLUMBIA, WASHINGTON	33
2011	MULDERBOSCH, CHENIN BLANC	STELLENBOSCH, S AFRICA	39
2014	ALEXANDER MONMOUSSEAU VOUVRAY	LOIRE VALLEY, FRANCE	42
2016	FERRARI CARANO FUMÉ BLANC	SONOMA, CALIFORNIA	42
2015	FOURNIER PERE & FILS ANCERRE 'LA BELLES VIGNES'	LOIRE VALLEY, FR	56
2017	VILLA MARIA "PRIVATE BIN" SAUVIGNON BLANC	MARLBOROUGH, NZ	42
2016	FLINT & STEEL SAUVIGNON BLANC	NAPA VALLEY, CAL.	42
2015	NEYERS CHARDONNAY LOT 304	SONOMA, CALIFORNIA	65
14/15	LOUIS JADOT POUILLY FUISSÉ	LOIRE VALLEY, FRANCE	55
2015	POCO A POCO CHARDONNAY	MENDOCINO, CA	58
2014	KUMEU RIVER CHARDONNAY	NEW ZEALAND	60
2013	FERRARI-CARANO TRE TERRE CHARDONNAY	SONOMA, CALIFORNIA	65
2014	CAKEBREAD CELLARS, CHARDONNAY	NAPA, CALIFORNIA	85
2016	HENRI PERRUSSET MÂCON-VILLAGES CHARDONNAY	BURGUNDY, FRANCE	50
2016	KENDALL-JACKSON 'VINTNERS RESERVE' CHARDONNAY	CALIFORNIA	40
2014	LANDMARK VINEYARDS 'OVERLOOK' CHADONNAY	SONOMA, CALIFORNIA	76
2015	LA CREMA CHARDONNAY	SONOMA, CALIFORNIA	59
13/16	SILVERADO VINEYARDS ESTATE CHARDONNAY	CARNEROS, CALIFORNIA	60
2015	STAG'S LEAP WINE CELLARS 'KARIA' CHARDONNAY	NAPA VALLEY, CALIFORNIA	84
2012	PATZ & HALL 'HYDE VINEYARD' CHARDONNAY	CARNEROS, CALIFORNIA	150

RED

2015	DOMAINE REUILLY PINOT NOIR	LOIRE VALLEY, FRANCE	50
12/14	FRANCIS FORD COPPOLA 'DIRECTOR'S CUT' PINOT NOIR	SONOMA, CALIFORNIA	60
2013	CRISTOM 'LOUISE VINEYARD' PINOT NOIR	WILLAMETTE, OREGON	98
2015	SIDURI PINOT NOIR	WILLAMETTE, OREGON	63
2014	PORTER CREEK PINOT NOIR	RUSSIAN RIVER, CALIFORNIA	95
2014	NIELSON BY BYRON, PINOT NOIR	SANTA BARBARA, CALIFORNIA	49
2013	LANDMARK VINEYARD'S 'OVERLOOK' PINOT NOIR	CALIFORNIA	74
2012	BACHELET-MONNOT, MARANGES 1ER CRU LA FUSSIERE	BURGUNDY, FRANCE	90
2014	A TO Z PINOT NOIR	OREGON	42
2014	M. TORINO 'DON DAVID' MALBEC	CAFAYATE, ARGENTINA	45
2015	DONNA PAULA MALBEC	UCO VALLEY, ARGENTINA	41
2013	FERRARI CARANO MERLOT	SONOMA, CALIFORNIA	60
2013	MATANZAS CREEK MERLOT	SONOMA, CALIFORNIA	61
2016	CONCHO Y TORO CASILLERO DEL DIABLO 'RISERVA' MERLOT	CENTRAL VALLEY, CHILE	30
2013	FRANCISCAN ESTATE MERLOT	NAPA VALLEY, CALIFORNIA	62
2014	COLUMBIA CREST 'GRAND ESTATES' MERLOT	COLUMBIA VALLEY, WASHINGTON	37
2012	DRY CREEK VINEYARDS 'THE MARINER'	DRY CREEK, CALIFORNIA	70
2013	JUSTIN 'ISOSCELES' RED BLEND	PASA ROBLES, CALIFORNIA	158
2011	FREEMARK ABBEY CABERNET SAUVIGNON	NAPA, CALIFORNIA	90
2014	DRY CREEK VINEYARD CABERNET SAUVIGNON	DRY CREEK VALLEY, CALIFORNIA	55
13/14	CHATEAU STE. MICHELLE 'INDIAN WELLS' CABERNET SAUVIGNON	COLUMBIA VALLEY, WASHINGTON	49
2014	FRANCIS FORD COPPOLA 'DIRECTORS CUT' CABERNET SAUVIGNON	ALEXANDER VAL, CALIFORNIA	61
2013	TERRA VALENTINE CABERNET SAUVIGNON	NAPA, CALIFORNIA	75
2013	RODNEY STRONG 'SYMMETRY' MERITAGE	ALEXANDER VALLEY, CALIFORNIA	90
2012	CHAPPELLET CABERNET SAUVIGNON	NAPA, CALIFORNIA	150
2012	BERONIA RIOJA GRAN RESERVA	SPAIN	60
2014	ALEJANDRO FERNÁNDEZ "TINTO PESQUERA" TEMPRANILLO	RIBERA DEL DUERO, SPAIN	70
2011	DAMILANO LECINQUEVIGNE BAROLO	PIEDMONT, ITALY	80
2011	CASTELLO BANFI 'BELNERO' TOSCANA	TUSCANY, ITALY	70
2015	BANFI CENTINE IGT	TUSCANY, ITALY	38
2013	ALA NERA NERO D' AVOLA	SICILY	35
2014	CASTELLO BANFI ROSSO DI MONTALCINO DOC	MONTALCINO, ITALY	63
2009	ENZO BOGLIETTI 'ARIONE VINEYARD' BAROLO	LA MORRA, ITALY	170
08/09	BOLLA AMARONE DELLA VALPOLICELLA CLASSICO	VERONA, ITALY	92
2012	SHATTER GRENACHE	LANGUEDOC-ROUSSILLON	70
2012	MAISON ARNOUX & FILS VACQUEYRAS 'VIEUX CLOCHER'	RHONE, FRANCE	60
12/13	YANGARRA ESTATE SHIRAZ	MCLAREN VALE, AUSTRALIA	61
2015	NEYERS 'VISTA LUNA' ZINFANDEL	NAPA VALLEY, CALIFORNIA	57
2013	DASHE ZINFANDEL	DRY CREEK, CALIFORNIA	60
2015	ST. FRANCIS 'OLD VINE' ZINFANDEL	SONOMA COUNTY, CALIFORNIA	56
2010	CHATEAU DE LESCOURS ST.-ÉMILION GRAND CRU (1.5L MAGNUM BTL)	BORDEAUX, FRANCE	95

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



Eat Well

Stay focused and energized during your meeting with these nutritious foods. Dishes designed to stimulate your brain and fuel productivity.



THE RITZ-CARLTON
REWARDS

THE RITZ-CARLTON

EDITION

THE MARKS

AUTOGRAF
EQUUS CREW

RENAISSANCE
HOTEL

MARRIOTT

DELTA
HOTEL

CO
MARRIOTT

WYNDHAM

MARRIOTT
REWARDS

CAYLEIGH HOTEL

AC
HOTEL

COURTYARD
MARRIOTT

Residence
MARRIOTT

SPRINGHILL
SUITES
MARRIOTT

Fairfield
MARRIOTT

TOWNPLACE
SUITES
MARRIOTT

PROTEA HOTEL

MOJO

spg
Starwood Preferred Guest

ST REGIS

THE LUXURY
HOTEL

W
HOTEL

WESTIN

Shangri-La

SHERIDAN

TRIBECA
HOTEL

WYNDHAM

WYNDHAM

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



BREAKFAST TABLE

Breakfast tables include fresh brewed Starbucks® regular and decaffeinated coffee, assorted Tazo® teas, chilled florida orange, ruby red grapefruit and cranberry juices

Pricing is based on 90 minutes of continual service

NUBBLE LIGHT CONTINENTAL

Seasonal cut fresh fruits (GF), house-made assorted breakfast breads & muffins, assorted bagels, sweet creamery butter, honey, preserves, and cream cheese 14.50

BEAR ISLAND LIGHT CONTINENTAL

Seasonal cut fresh fruits (GF), house made granola, selection of cold cereals with bananas, whole, skim and soy milks, bagels with cream cheese, fresh-baked morning pastries and healthy muffins, butter and preserves 17

BUG LIGHT BREAKFAST BUFFET

Seasonal cut fresh fruits (GF), selection of cold cereals with bananas, whole, skim and soy milks, fresh farm scrambled eggs with snipped chives (GF), apple wood smoked bacon (GF), maple sausage, sautéed breakfast potatoes with sweet peppers and onions (GF), fresh baked morning pastries and healthy muffins, butter and preserves 22

PORTLAND HEAD LIGHT BREAKFAST BUFFET

Fresh fruit salad with mint (GF), cinnamon-dusted steel-cut oats with maple-glazed apples and pecans, farm fresh egg frittata with caramelized onions and Pineland Farms cheddar cheese (GF), crispy fingerling potatoes (GF), grilled chicken and apple sausage, assorted bagels with cream cheese, fresh baked morning pastries, croissants and healthy muffins, butter and preserves 25

ENHANCEMENTS

 vanilla greek yogurt, fruit and granola parfait 5

 individual assorted Dannon greek yogurts 4

 cinnamon-dusted steel-cut oats with maple glazed apples and pecans 5

 farm fresh hard boiled eggs (dozen) 26

 Ducktrap smoked atlantic salmon with cream cheese, chives, capers, red onion and assorted bagels 7

english muffin breakfast sandwich with farm fresh scrambled eggs, canadian back bacon and american cheese 8

warm croissant sandwich with farm fresh fried egg, black forest ham, emmental swiss 8

 southwest-style burrito with fresh farm scrambled eggs, turkey, cheddar cheese and wilted spinach, fresh tomato salsa on the side 8

sautéed vegetable and mature Vermont cheddar cheese breakfast quiche 7

 farm fresh egg frittata with leeks, goat cheese and spinach 7

classic eggs Benedict, farm fresh egg, thinly sliced black forest ham, hollandaise 9

Omelette Station*

Vermont cheddar cheese, swiss cheese, mushrooms, onions, sweet peppers, tomato, ham, apple wood smoked bacon 10

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

BREAKFAST TABLE

ENHANCEMENTS

Maine blueberry pancakes, Maine maple syrup, creamery butter, whipped cream 7

apple wood smoked bacon, chicken apple sausage or traditional maple sausage 5

assorted bagels with cream cheese (per dozen) 44

 Gluten-free breakfast bakeries (per dozen) 44

Fiji Water, 500mL 5

collection of diet and regular Pepsi products 3

still and sparkling waters 3

V8 Fusion Juices 5

 Naked Juice assorted fruit smoothies 6

 Westin Fresh By the Juicery:
strawberry, banana, goji berry, coconut milk smoothie 4

 Westin Fresh By the Juicery:
celery, cucumber, lime and coconut water smoothie 4

Culinary Attendant

*Culinary Attendant fee of 150. ^consuming raw or undercooked eggs, meat, or seafood may increase your risk of foodborne illnesses. All pricing is per person unless otherwise noted. Additional fee for guarantees less than 25 ~ per person 3. All added enhancements must be ordered for the number of guests guaranteed.

 We are committed to preparing our menus with the focus on environmental and socially-responsible grown products. To maintain this focus please note that some products on our sustainable menu offerings may change on short notice based on seasonal and regional availability. To stay true to our collaborative efforts to be environmentally sustainable, we will substitute appropriate alternatives as necessary

 We pride ourselves in providing gluten friendly menu choices. While we endeavor to carefully prepare those meals to accommodate a gluten-free diet, please be aware that they may be prepared in an environment where gluten is present. Please consult your physician as to your personal health decisions

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



PLATED BREAKFAST

Plated breakfast includes fresh brewed Starbucks® regular and decaffeinated coffee, assorted Tazo® teas, chilled florida orange juice, ruby red grapefruit and cranberry juice, assorted mini bakery basket.

EASTLANDER

Grilled petite filet of beef with farm fresh soft scrambled eggs, home fried potatoes, asparagus and oven roasted roma tomato^ 30

HARBORVIEW

Egg white omelet with spinach and white cheddar, served with fresh seasonal fruit^ 20

LONGFELLOW'S WRAP

Farm fresh egg, wild mushroom and goat cheese wrap, seasonal berries^ 22

HEART HEALTHY

Eggbeaters® scrambled with roasted harvest vegetables over a grilled portabella mushroom cap with turkey sausage^ 18

CITYVIEW

Farm fresh scrambled eggs, home fried potatoes choice of hickory smoked bacon, country link sausage^ 18

BAYVIEW

Corned beef hash, roasted tomato, poached egg, hollandaise sauce home fried potatoes^ 18

ADELINE'S BENEDICT

Eggs benedict, with baby spinach, crab meat, cayenne-lemon hollandaise, asparagus and potato hash^ 22

ENHANCEMENTS

fresh fruit plate with seasonal berries, fresh mint 6

vanilla greek yogurt, fruit and granola parfait 5

individual cups of cinnamon-dusted steel-cut oats with maple glazed apples and pecans 5

V8 Fusion juices 5

Naked Juice assorted fruit smoothies 6

Westin Fresh By the Juicery:
celery, cucumber, lime and coconut water 4

Westin Fresh By the Juicery:
strawberry, banana, goji berry, coconut milk smoothie 4

assortment of healthy muffins and breakfast pastries, butter and preserves (per dozen) 40

^consuming raw or undercooked eggs, meat, or seafood may increase your risk of foodborne illnesses all pricing is per person unless otherwise noted

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

PLATED BREAKFAST

ENHANCEMENTS

 We are committed to preparing our menus with the focus on environmental and socially-responsible grown products. To maintain this focus please note that some products on our sustainable menu offerings may change on short notice based on seasonal and regional availability. To stay true to our collaborative efforts to be environmentally sustainable, we will substitute appropriate alternatives as necessary

 We pride ourselves in providing gluten friendly menu choices. While we endeavor to carefully prepare those meals to accommodate a gluten-free diet, please be aware that they may be prepared in an environment where gluten is present. Please consult your physician as to your personal health decisions

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN®
HOTELS & RESORTS



BRUNCH

Brunch tables include fresh brewed Starbucks® regular and decaffeinated coffee, assorted Tazo® teas, chilled florida orange juice, ruby red grapefruit and cranberry juice

Pricing is based on 90 minutes of continual service

DOCKSIDE BRUNCH

Fresh bakeries consisting of croissants, fresh baked morning pastries, healthy muffins, butter and preserves

Assorted bagels, regular and flavored cream cheese

Fresh fruit salad, mint

Farm fresh scrambled eggs with snipped chives (GF)

Apple wood smoked bacon (GF), maple sausage

Assorted baby greens served with cranberries, crispy smoked bacon, matchstick vegetables and sprouts (GF), dressings to include herb vinaigrette and buttermilk ranch

Beet salad with crumbled goat cheese and apple cider vinaigrette (GF)

Oven-roasted chicken with warm blistered corn and red bell pepper salsa (GF)

Sliced melt-in-your mouth London broil, wild mushroom madeira sauce (GF)

Rosemary-scented roasted fingerling potatoes (GF)

Fresh vegetables of the season (GF)

Buttery biscuits

ENHANCEMENTS

Bloody mary & mimosa station*
house-made pickled vegetables, fresh juices 9

New England lobster roll grill: crispy pan toasted mini rolls filled with Maine lobster salad, made to order* 20

☛ Ducktrap smoked atlantic salmon with cream cheese, chives, capers, red onion and assorted bagels 7

whole grain vanilla-scented French toast, Maine maple syrup 7

☛ Omelet Station- fresh made omelets to order*^
Vermont cheddar cheese, swiss cheese, mushrooms, onions, sweet peppers, tomato, ham, apple wood smoked bacon 9

grilled chicken and apple sausage^ 4

~~Please refer to Breakfast page for additional enhancement options~~

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

BRUNCH

ENHANCEMENTS

Selection of chocolate tortes and assorted miniature pastries 48

*Attendant fee 150. All pricing is per person unless otherwise noted. Additional fee for guarantees less than 25 – per person 3.

 We are committed to preparing our menus with the focus on environmental and socially-responsible grown products. To maintain this focus please note that some products on our sustainable menu offerings may change on short notice based on seasonal and regional availability. To stay true to our collaborative efforts to be environmentally sustainable, we will substitute appropriate alternatives as necessary

 We pride ourselves in providing gluten friendly menu choices. While we endeavor to carefully prepare those meals to accommodate a gluten-free diet, please be aware that they may be prepared in an environment where gluten is present. Please consult your physician as to your personal health decisions

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



MORNING BREAK

All pricing is per person unless otherwise noted

Pricing is based on 30 minutes of continual service

CAFFEINE BREAK

Freshly brewed Starbucks coffee®, decaffeinated coffee, hot cocoa and a selection of Tazo teas, lemon and honey 7

THRIVE

Peppermint scented fruits and green leaves shots
Kiwi fruit walnut and yogurt parfait
Spinach sundried tomato and broccoli quiche
Raspberry infused green tea with soy milk and honey 20

UPLIFT

Orange mango cranberry smoothie
Smoked salmon, avocado and chives on whole grain bread
Red and green apple wedges with bee pollen yogurt dip
Whole skin-on almonds 23

EURO BREAK

Assortment of fresh cheese and cured meats
Lox and bagels, cream cheese, red onions & capers
Freshly brewed Starbucks coffee & Tazo Teas 20

ENHANCEMENTS

Fiji Water, 500mL 5

Collection of diet and regular Pepsi products ~ charges as consumed 3

Still and sparkling waters 3

Brain Boost

Blueberries, purple grapes, raspberries and walnuts 6

Stress Reducer

Assorted dried fruit and nuts 5

Rejuvenate

74% dark chocolate chips and walnuts 6

Freshly brewed Starbucks coffee®, decaffeinated coffee, Tazo teas, lemon and honey ~ per gallon 50

Fresh cut fruit 6

Red bull® energy drink 6

Izze® carbonated fruit juices 5

Starbucks® frappuccino and double shots 6



Naked juice assorted fruit smoothies 6

V8 Fusion Juices 5



Westin Fresh By the Juicery: strawberry, banana, goji berry, coconut milk smoothie 4



Westin Fresh By the Juicery: celery, cucumber, lime and

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

MORNING BREAK

ENHANCEMENTS

coconut water smoothie 4

breakfast breads with cream cheese and butter ~ dozen 40

fresh morning pastry selection croissants, muffins and danish ~
per dozen 40

assorted bagels, with regular and flavored cream cheese,
butter, jellies and preserves ~ dozen 44

Whole fresh fruit ~ per piece 3

Granola bars ~ per piece 3

Superfoods are known for being health-enhancing and rich in antioxidants and phyto-nutrients. "These nutritional powerhouse foods can help extend your health span - the extent of time you have to be healthy, vigorous and vital." - Dr. Steven Pratt, author of SuperFoods Rx. Fourteen Foods That Will Change Your Life.

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



AFTERNOON BREAK

All pricing is per person unless otherwise noted

Pricing is based on 30 minutes of continual service

HEALTH CONSCIOUS

Vegetable crudité shooters with hummus, whole skin on almonds, assorted granola and power bars, fresh fruit skewers with swiss and cheddar cheese 18

HIGH OCTANE

Chocolate covered espresso beans, chocolate covered blueberries, chocolate brownies, red bull ®, starbucks ® coffee and espresso coffee shots 18

KATAHDIN'S LITTLE HELPER

Build your own trail mix- granola, assorted nuts, cranberries and other dried fruit, coconut flakes, and m&m's 12

HADLOCK FIELD OF DREAMS

Dry roasted peanuts, toasted sunflower seeds, warm soft pretzels with mustard, cracker jacks, selection of kettle chips, Lemonade Infused Tazo Iced Tea 20

COMFORT

Assorted freshly baked cookies , chocolate brownies and blondies, traditional rice krispy treats 14

RENEW

Dried apples, apricots, prunes and raisins
Warm almond, walnuts and cashews
Pomegranate orangeade 12

ENHANCEMENTS

Fiji Water, 500mL 5

starbucks® regular and decaf coffee and Tazo Teas~ per person 7

izze® carbonated fruit juices 5

Moxie 4

micro brewed crafted local sodas 5

starbucks® regular and decaf coffee and Tazo Teas ~ per gallon 50

captain eli's® flagship root beer floats 7

captain eli's® blueberry pop floats 7

starbucks frappuccino and espresso double shots® 6

icy cold Shipyard ales®* 7.50

Assorted petite candy bars ~ person 6

assorted frozen fruit and ice cream bars ~ dozen 72

Cookies ~ dozen 36

Brownie bars ~ dozen 36

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

AFTERNOON BREAK

RECHARGE

Baked pita chips, black bean and red pepper hummus,
cucumber dill tzatziki, grape tomatoes, low fat mozzarella
boconncini with olives, chilled orange infused bittersweet
chocolate soy drink 23

ENHANCEMENTS

Traditional rice krispy treats ~ per dozen 38

Gourmet chocolate-dipped rice krispy treats, half rolled in
coconut, half rolled in crushed pecans ~ per dozen 42

Brownie and cake pops ~ per dozen 72

Mixed nuts ~ per pound 20

Individual bags of chips & pretzels ~ per bag 3

Housemade potato chips, lemon ricotta dip ~ per person 5

Whole fresh fruit ~ per piece 3

Granola bars ~ per piece 3

*Attendant fee 150

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



ALL DAY BREAKS

All pricing is per person unless otherwise noted.

EXECUTIVE MEETING PACKAGE

Westin Continental

Fresh brewed Starbucks® regular and decaffeinated coffee, assorted Tazo® teas, chilled florida orange juice, ruby red grapefruit and cranberry juice. selection of fresh fruits with assorted pastries, breakfast breads and bagels, cream cheeses, butter, honey, jellies & jams

Morning Refresh

Fresh brewed Starbucks® regular and decaffeinated coffee, assorted Tazo® teas

Afternoon Break

assorted freshly baked cookies , chocolate brownies and blondies, Starbucks ® regular and decaf coffee, assorted Tazo® teas

24

ENHANCEMENTS

Collection of diet and regular Pepsi products 3

Izze® carbonated fruit juices 5

Still and sparkling waters 3

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

ALL DAY BREAKS

ENHANCEMENTS

CORPORATE MEETING PACKAGE

Westin Continental

Fresh brewed Starbucks® regular and decaffeinated coffee, assorted Tazo® teas, chilled florida orange juice, ruby red grapefruit and cranberry juice. selection of fresh fruits with assorted pastries, breakfast breads and bagels, cream cheese, butter, honey, jellies & jams

Morning Refresh

Fresh brewed Starbucks® regular and decaffeinated coffee, assorted Tazo® teas

The Old Port Lunch Buffet

Afternoon Break

Assorted rice krispy treats, and fresh fruit skewers, Starbucks ® regular and decaf coffee, assorted Tazo® teas

52

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



LUNCH TABLE

All lunches include freshly brewed Starbucks® regular and decaffeinated coffee, assorted hot Tazo® tea

OLD PORT LUNCH BUFFET

Local farm greens, grilled asparagus, English cucumber, Backyard Farm tomatoes, sherried vinaigrette
Whole grain potato salad, Dijon vinaigrette
Assorted Potato Chips

Pre-made sandwiches:

Roasted turkey with bacon, bibb lettuce, tomato, tarragon aioli, rustic bread

Roast beef, Pineland Farm smoked cheddar, arugula, shaved red onion, garlic aioli, 12-grain bread

Grilled asparagus, spinach, roasted summer squash, zucchini and red peppers, hummus and feta cheese on a wrap

Four Berry Crumble & Chocolate Mousse Shots 27

ENHANCEMENTS

wild mushroom bisque 6

tuscan white bean soup with chives and white truffle oil 5

heirloom tomato gazpacho 5

classic tomato bisque 6

New England clam chowder 5

Pineland Farms grilled cheese and tomato bisque 8

grilled Pineland Farms cheddar cheese, sourdough 6

hot corned beef reuben, Black Label swiss, sauerkraut, Russian dressing, marbled rye 6

grilled Standard Baking bruschetta, herb ricotta spread, grilled squash, balsamic glaze 7

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

LUNCH TABLE

SOUTHWEST CORNER

Tortilla soup
Chopped salad with tomatoes, cucumbers, red onion, bell peppers, shaved radish with cilantro lime vinaigrette

Choice of Two:
Grilled lime chicken
Carne asada
Pork carnitas
Chili lime shrimp
Sauteed vegetables

Served with:
Spanish rice, corn & flour tortillas, chili de arbol salsa, sour cream, chopped iceberg, diced tomatoes, chopped onions, cilantro

Churros with mexican chocolate and caramel sauces 29

ARTS DISTRICT LUNCH BUFFET

Chef's soup creation
Fresh baked baguette

Composed salads:
Marinated and grilled herb chicken, fresh spring mix, sunflower seeds, shredded cheddar, crisp green apple, buttermilk herb dressing

Sliced grilled flank steak, arugula, toasted pecans, crumbled blue cheese, port wine reduction

Roasted mushrooms, spinach, roasted squash, pearl onions, sherry vinaigrette

Flourless chocolate cake
Mixed berry shortcake 29

ENHANCEMENTS

miniature lobster rolls 12

artichoke and asparagus salad 5

fresh fruit salad with seasonal berries 5

carrot cake with cream cheese frosting 5

brownie & cake pops 7

Maine whoopie pies 5

Fiji Water, 500mL 5

house made blueberry lemonade ~ per gallon 40

collection of diet and regular Pepsi products ~ charges as consumed 3

still and sparkling bottled water 3

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

LUNCH TABLE

ENHANCEMENTS

WEST END LUNCH BUFFET

Vegetarian minestrone
Artisanal rolls, butter

Chopped hearts of romaine lettuce, creamy Caesar dressing,
garlic croutons, parmesan cheese
Sliced heirloom tomatoes, sliced mozzarella, fresh basil, balsamic
vinegar

House-made flatbreads:
Sausage, roasted red peppers, caramelized onions, bacon jam,
cheddar
Roasted fennel, heirloom tomato preserves, feta, capers,
artichokes, fresh basil
Prosciutto, mozzarella, vine-ripened tomato, pesto

Tiramisu
Assorted Mini Eclairs 30

BAYSIDE LUNCH BUFFET

New England clam chowder, oyster crackers

Mixed greens, maple pecans, blueberries, goat cheese, cider
vinaigrette
pasta salad with sundried tomatoes, marinated olives, feta
cheese, artichoke hearts, capers, chick peas, lemon basil
vinaigrette
Artisan rolls, sweet butter

Maple-glazed chicken breast, beet and potato hash
Seared salmon, seasonal vegetables, mustard butter sauce
Grilled Standard Baking Baguette with herb ricotta spread, grilled
squash, balsamic glaze

Traditional whoopie pies
Warm apple crisp 39

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

LUNCH TABLE

ENHANCEMENTS

VEGETARIAN ENTREES

The following can be substituted for any entree items at no charge, or added on to the existing menu for a small charge:

Creamy polenta cake, goat cheese, sautéed mushrooms, grilled asparagus, red pepper romesco (GF)

Squash risotto, asparagus, cipollini onions, shaved parmesan, toasted pumpkin seed pesto (GF)

Sautéed quinoa with grilled vegetables, asparagus, mushrooms and white wine jus (GF/DF/Vegan)

White bean and seasonal vegetable ragu (GF/DF/Vegan)

Mushroom and farro risotto, balsamic roasted seasonal vegetables, arugula (DF/Vegan) 9

*Culinary Attendant fee of 150 *additional fee for guarantees less than 25 ~ per person 3 ^consuming raw or undercooked eggs, meat, or seafood may increase your risk of foodborne illnesses

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



PLATED LUNCH

All plated lunches includes freshly brewed Starbucks® regular and decaffeinated coffee, assorted hot Tazo® tea

~CHILLED PLATED LUNCH~

choice of Soup & Sandwich or Soup & Salad Combo

SOUP ~ CHOOSE ONE

Classic tomato bisque
Heirloom tomato gazpacho
Wild mushroom bisque
New England clam chowder
Tuscan white bean soup with chives and white truffles

SANDWICH BOARD

Served with Cape Cod chips

Your choice of:

Roasted turkey with bacon, bibb lettuce, tomato, tarragon aioli, rustic bread

Roast beef, Pineland Farm smoked cheddar, arugula, shaved red onion, garlic aioli, 12-grain bread

Grilled asparagus, spinach, roasted summer squash, zucchini and red peppers, hummus and feta cheese on a wrap 23

ENHANCEMENTS

Caesar salad, garlic croutons 5

Farm green salad, Dijon vinaigrette 5

tuscan white bean soup with chives and white truffles 5

heirloom tomato gazpacho 5

classic tomato bisque 6

wild mushroom bisque 6

New England clam chowder 5

artichoke and asparagus salad 5

fresh fruit salad with seasonal berries 5

brownie & cake pops 7

carrot cake with cream cheese frosting 5

Maine whoopie pies 5

house made blueberry lemonade ~ per gallon 40

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN®
HOTELS & RESORTS

PLATED LUNCH

CUSTOM COBB

Mixed field greens topped with tomato, bacon, blue cheese crumbles, avocado, green onions, cucumber and egg.
Ranch and balsamic vinaigrette, assortment of fresh baked artisan rolls and butter 20

Add:

Chilled shrimp 26
Maine lobster 29
Grilled chicken 24
Marinated grilled flank steak 28
Grilled asparagus 23

COMPOSED CHICKEN SALAD

Marinated and grilled herb chicken, fresh spring lettuces, sunflower seeds, shredded cheddar, crisp green apple, buttermilk herb dressing 24

COMPOSED STEAK SALAD

Sliced grilled flank steak, arugula, toasted pecans, crumbled blue cheese, port wine reduction 28

~HOT PLATED LUNCH~

Choice of one entree & one dessert

GRILLED SIRLOIN

Grilled top sirloin steak, cabernet reduction, yukon mashed potatoes, market vegetables 35

ROASTED SALMON

Pan roasted salmon, herb-roasted fingerling potatoes, grilled asparagus, tarragon cream 29

HADDOCK

Corn meal crusted haddock, grilled corn succotash 28

OVEN ROASTED CHICKEN

Roasted chicken breast with spinach and garlic sauce, wild mushroom and rosemary scented mashed potatoes, grilled asparagus 27

DESSERT ~ PLEASE SELECT ONE

Flourless chocolate cake, whipped cream, fresh berries

Vanilla cheesecake, strawberry, vanilla bean whipped cream

Apple cranberry crumble, pate sucree, apple compote, caramel

ENHANCEMENTS

Red bull®, Vitamin water®, Starbucks frappuccino® 6

collection of diet and regular Pepsi products ~ charges as consumed 3

still and sparkling bottled waters ~ charges as consumed 3

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

PLATED LUNCH

ENHANCEMENTS

MULTIPLE ENTREES

Up to three entrees may be selected, and the higher price will prevail for all entrees selected

Final entree counts are due by 12pm three working days prior to the event, and we request that guests are provided with a method of identifying their entree choice at the event

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



GRAB AND GO

Boxed sandwiches include apple, chef's choice of fresh baked cookie, chips, choice of soft drink or water, packaged within sustainable recycled products.

****Maximum of (3) Selections****

BOXED LUNCH SELECTIONS (MAXIMUM OF 3 SELECTIONS):

Roast beef, Pineland Farm smoked cheddar, arugula, shaved red onion, garlic aioli, 12-grain bread

Roasted turkey with bacon, bibb lettuce, tomato, tarragon aioli, rustic bread

Grilled asparagus, spinach, roasted summer squash, zucchini and red peppers, hummus and feta cheese on a wrap

Grilled flank steak salad, chef's choice of dressing

Chicken cobb salad, chef's choice of dressing 22

ENHANCEMENTS

Terra® vegetable chips 3

chilled assorted Dannon greek yogurts 4

assorted candy bars 3

Red bull ® 6

Starbuck's frappuccino and espresso double shots 6

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



RECEPTION TABLE

Priced per person

ARTISANAL CHEESE DISPLAY

Selection of locally & internationally sourced cheeses , dried fruits, grapes, fresh berries, crackers and sliced baguettes 10

EUROPEAN ANTIPASTO

Collection of cappicola, salami, mortadella, sopressata, sundried tomatoes, marinated olives, artichokes, whole grain mustard, crusty French bread, assortment of crackers 12

MEDITERRANEAN TAPAS

Sundried tomato and white bean dip, olive tapenade, roasted red peppers, artichokes, tabbouleh, toasted almonds, pita, lavosh 8

VEGETABLE CRUDITES

Seasonal fresh vegetables, buttermilk herb dip, house made hummus, variety of crackers and crostini

7

MAINE RAW BAR

Locally sourced oysters & clams on the half shell, crab claws, poached shrimp with lemon wedges & house made cocktail sauce
MRK\$

ENHANCEMENTS

MAC and CHEESE STATION

Rigatoni with white cheddar and yellow cheddar cheese sauce

Selection of toppings to include:

Hickory smoked bacon, wild mushrooms, broccoli, red and green peppers, and fresh green onions

15

*chef attendant fee of 150 **additional fee for guarantees less than 25 ~ per person 3 ^consuming raw or undercooked eggs, meat, or seafood may increase your risk of foodborne illnesses all added enhancements must be ordered for the number of guests guaranteed

 We are committed to preparing our menus with the focus on environmental and socially-responsible grown products. To maintain this focus please note that some products on our sustainable menu offerings may change on short notice based on seasonal and regional availability. To stay true to our collaborative efforts to be environmentally sustainable, we will substitute appropriate alternatives as necessary

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



ACTION STATIONS

Stimulate social exchange with these lite bites and revitalizing beverages.

CARVING STATIONS:

Roast prime rib: carved prime rib of beef natural au jus, trio of sauces, creamy horseradish, whole grain mustard, and rosemary aioli. assorted petite artisan rolls and butter (serves 25) 350

Maple bourbon glazed ham: maple and bourbon basted ham served with a trio of mustards, honey dijon, whole grain, and maple horseradish, assorted petite artisan rolls and butter (serves 35) 225

Roast turkey breast: garlic, rosemary and sage roasted turkey breast served with cranberry mayonnaise, whole grain mustard assorted artisan rolls and butter(serves 30) 250

Salmon en croute: puff pastry, mushroom duxelle, sautéed spinach, lemon, chive (serves 25) 300

PAELLA PAN*

chorizo, bangs island mussels, local lobster, shrimp, saffron, rice 20

MAC & CHEESE STATION*

Rigatoni with white cheddar and yellow cheddar cheese sauce

Selection of toppings to include:

Hickory smoked bacon, wild mushrooms, broccoli, red and green peppers, and fresh green onions 15

Add Maine lobster 8

Add smoked Maine shrimp 6

Add prosciutto 4

ENHANCEMENTS

ARTISANAL CHEESE DISPLAY

Selection of locally and internationally sourced cheeses, dried fruits, grapes, fresh berries, crackers and sliced baguettes 10

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

ACTION STATIONS

ENHANCEMENTS

Add smoked chicken 5

Culinary Attendant

*Culinary Attendant fee of 150 ^consuming raw or undercooked eggs, meat, or seafood may increase your risk of foodborne illnesses all added enhancements must be ordered for the number of guests guaranteed

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN®
HOTELS & RESORTS



COLD AND HOT CANAPÉS

Stimulate social exchange with these lite bites and revitalizing beverages.

COLD ~ PRICED PER PIECE

- Poached shrimp cocktail, horseradish, lemon 5
- Heirloom tomato and fresh mozzarella skewer, basil leaf, balsamic reduction 5
- Roasted beet skewers, goats cheese, candied pistachios 5
- Cucumber and goat cheese dukkah 6
- Shaved beef striploin, grilled crostini, blue cheese mousse 5
- Oven roasted tomato bruschetta on toasted crostini 3
- Mini BLT's, basil aioli 3
- Smoked duck on toasted rye, mascarpone, blueberry jam 4
- Duck trap smoked salmon, lemon creme, micro greens 4
- Mini lobster roll on brioche 9

HOT ~ PRICED PER PIECE

- Beef bourguignon puff 4
- Lobster Newburg triangle 5
- Bacon wrapped Stuffed Dates with Chorizo 5
- Classic spanakopita triangles 3
- Raspberry, toasted almonds and brie and phyllo roll 5

ENHANCEMENTS

- Sliced seasonal fruit display and seasonal berries 8
- Selection of locally and internationally sourced cheeses, dried fruits, grapes, fresh berries, crackers and sliced baguettes 10
- Seasonal vegetable crudité with buttermilk herb dip, house made hummus, variety of crackers and crostini 7

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

COLD AND HOT CANAPÉS

ENHANCEMENTS

Vegetable spring rolls, sweet chili dipping sauce 3

Beef Slider, Pineland Cheddar, House Pickles, Toasted Brioche 6

Premium lump crab cake, basil aioli 6

Mini flatbreads, pesto, cherry tomato, aged provolone 4

Pork dumpling, garlic soy 3

Shrimp tempura, soy dip 5

Scallop wrapped in bacon 5

Bella flora puff with portabella mushroom and ricotta 5

Sesame chicken skewer, sweet chili dip 4

Minimum order of (50) pieces per hors d'oeuvre selected

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



DESSERT TABLE

Based on 90 minutes of continuous service

HARBORVIEW CLASSIC

Chef's selection of assorted cakes, tortes, and fruit pies 14

ITALIAN CORNER

Assorted cannoli, tiramisu, biscotti, amaretto cheesecake, and espresso flourless cake 16

FRENCH CORNER

Assorted petit fours, mini pastries, chocolate dipped strawberries, and mini mousse shots 17

🦋 ICE CREAM PARLOR*

Selection of New England ice cream with assorted toppings & sugar cones 13

ENHANCEMENTS

*Chef Attendant Fee 150

🦋 We are committed to preparing our menus with the focus on environmental and socially-responsible grown products. To maintain this focus please note that some products on our sustainable menu offerings may change on short notice based on seasonal and regional availability. To stay true to our collaborative efforts to be environmentally sustainable, we will substitute appropriate alternatives as necessary

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



DINNER TABLE

Dinner tables include Starbucks® freshly brewed coffee and decaffeinated coffee, Tazo hot teas®

Based on 90 min of service

ENHANCEMENTS

APPLEDORE DINNER BUFFET

Baby Iceberg Wedge Salad with blue cheese, bacon crumbles, tomatoes, shaved red onion, Great hill blue cheese, buttermilk dressing
Artisan rolls, sweet butter

Herb Rubbed Flank Steak, roasted fingerling potato, balsamic reduction
Grilled Chicken Breast, sautéed asparagus, herbed lemon cream

Assorted mini chocolate petite fours & cheesecake bars 48

BANGS ISLAND DINNER BUFFET

Organic Greens, maple pecans, toasted walnuts, Vermont goat cheese, grapes, white balsamic vinaigrette
Romaine salad, parmesan shavings, garlic crouton, creamy Caesar
Artisan rolls, sweet butter

Grilled Atlantic salmon, basil beurre blanc
Chicken Coq au vin, seasonal mushrooms
Slow Roasted Pork Loin, fig and port demi-glace
Brown Butter sautéed haricots verts
Roasted new potato with Herbs de Provence

Chocolate Mousse Shots
Assorted Mini Eclairs 52

Baked Maine potato bar with sour cream, diced bacon, cheddar cheese, and chives * 8

Steamed 1 pound Maine lobster with drawn butter Mkt\$

Wash tub of Maine's locally crafted beers*

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

DINNER TABLE

ENHANCEMENTS

BLACK ROCK DINNER BUFFET

Baby Spinach and frisee Salad, roasted local squash, caramelized
pearl onion, cider vinaigrette
Arugula and blue cheese salad, dragee hazelnuts, blue cheese
crumbles, balsamic reduction
Artisan rolls, sweet butter

Grilled Swordfish, seasonal vegetable and saffron bouillabaisse
Seared Statler Chicken Breast, mushroom hunter sauce
Red wine Braised Short rib, natural pan reduction
Yukon whipped potato, honey tarragon roasted baby carrot

Red Berry Panna Cotta
Chocolate Duo Mousse Cake 56

BULL LEDGE DINNER BUFFET

Vine ripened tomato and mozzarella with Maine sea salt, balsamic
drizzle, chiffonade basil
Field greens, grapes, candied pecans, blue cheese, sherry
vinaigrette
Artisan rolls and sweet butter

Grilled Top Sirloin with caramelized onion demi-glace
Herb Roasted Statler Chicken Breast, natural pan jus
White bean and seasonal vegetable ragu,
Confit potato
Grilled Asparagus, charred cherry tomatoes, parmesan cheese

Cappuccino Praline bites
Mini Assorted French Macaroons 62

SPANISH EVENING

Mediterranean green salad, marinated Spanish olives, grilled
artichokes, shaved Manchego cheese, sherry vinaigrette

Shaved Serrano ham, marinated vegetables, piquillo peppers
The Paella pan, chorizo, Bangs Island mussels, local lobster,
shrimp, saffron
Roasted Adobo chicken, caramelized Spanish onions
Patatas bravas, crispy Yukon potatoes, garlic aioli, smoked
paprika

Flan shooters, local Maine honey
Valencia orange chocolate cups 56

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

DINNER TABLE

ENHANCEMENTS

VERANDA STREET

Miso soup, tofu, oyster mushrooms
Steamed dim sum: chicken and shrimp shumai, soya dip, chili and sesame
Steamed edamame, Maine sea salt, lemongrass

Noodle boxes:
Wok fried rice: jasmine rice, fried egg, crispy shallots, scallion, and bean sprouts
Stir fried lemon grass chicken, baby eggplant, egg noodles, mint and cilantro
Grilled summer squash, udon noodles, peanut sauce

Fortune cookies
Chocolate dipped pineapple skewers
Oolong tea brulee 58

MAINE LOBSTER BAKE

New England clam chowder, oyster crackers

Steamed mussels, garlic white wine broth
Apple celeriac slaw
house-made potato chips
Artisan rolls, sweet butter

Steamed 4oz. lobster tails (one per guest), drawn butter
Grilled striploin steaks, fried onions, red wine demi
Boiled corn, potatoes and baby carrots

Blueberry pie with fresh whipped cream
Maine whoopie pies

MP

Additional lobster tails available MP

Substitute with whole steamed lobsters (1-1.25 pounds) MP

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

DINNER TABLE

ENHANCEMENTS

VEGETARIAN ENTREES

The following can be substituted for any entree items at no charge, or added on to the existing menu for a small charge:

Creamy polenta cake, goat cheese, sautéed mushrooms, grilled asparagus, red pepper romesco (GF)

Squash risotto, asparagus, cipollini onions, shaved parmesan, toasted pumpkin seed pesto (GF)

Sautéed quinoa with grilled vegetables, asparagus, mushrooms and white wine jus (GF/DF/Vegan)

White bean and seasonal vegetable ragu (GF/DF/Vegan)

Mushroom and farro risotto, balsamic roasted seasonal vegetables, arugula (DF/Vegan) 9

*Bartender fee of 150. **additional fee for guarantees less than 25 ~ per person 3. ^consuming raw or undercooked eggs, meal, or seafood may increase your risk of foodborne illnesses Minimum of 25 people all added enhancements must be ordered for the number of guests guaranteed

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



PLATED DINNER

Dinners include your selected salad, artisan rolls and butter, Starbucks® freshly brewed regular coffee and decaffeinated coffee, Tazo hot teas®, and dessert

SALAD ~ CHOOSE ONE

Mediterranean green salad, marinated Spanish olives, grilled artichokes, shaved Manchego cheese

Vine ripened tomato and mozzarella with Maine sea salt, balsamic drizzle, chiffonade basil

Organic Greens, maple pecans, toasted walnuts, Vermont goat cheese, grapes, white balsamic vinaigrette

Romaine salad, parmesan shavings, garlic crouton, creamy Caesar

Baby Iceberg Wedge Salad, blue cheese, bacon crumbles, shaved red onion, Great hill blue cheese buttermilk dressing

Baby Spinach and frisee Salad, roasted local squash, caramelized pearl onion, Cider Vinaigrette

SEARED ATLANTIC SALMON

farro risotto, brown butter haricots verts, basil beurre blanc 49

GRILLED CHICKEN BREAST

marinated summer squash, sweet potato mash, herb butter sauce 48

GRILLED TOP SIRLOIN

mushroom risotto cake, seasonal baby vegetables, caramelized onion demi-glace 52

BAKED NEW ENGLAND COD

sautéed green beans, roasted new potato, dill cream 48

ENHANCEMENTS

Intermezzo ~ strawberry balsamic, raspberry, pure lemon or lime sorbetto 4

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

PLATED DINNER

ENHANCEMENTS

✓ MUSHROOM AND FARRO RISOTTO

balsamic roasted seasonal vegetables, arugula 44

BACON WRAPPED BEEF TENDERLOIN

roasted fingerling potato, honey tarragon roasted baby carrots
58

HERB-ROASTED STATLER CHICKEN BREAST

Yukon whipped potato, grilled asparagus, natural pan jus 52

RED WINE BRAISED SHORT RIB

natural pan reduction, mushroom gremolata, rustic potato mash,
caramelized local root vegetables 52

GRILLED GEORGE'S BANK SWORDFISH

seasonal vegetables and saffron bouillabaisse 52

✓ WILD MUSHROOM RAVIOLI

brandy cream, sautéed mushrooms. 42

SAUTEED QUINOA

Grilled vegetables, asparagus, mushrooms and white wine jus
42

CHEESE RAVIOLI

Sundried tomatoes, garlic broccolini, asiago cream sauce, basil
oil 42

DUO MAINE LOBSTER & FILET OF BEEF

Half Maine lobster tail and grilled tenderloin, whipped potatoes,
seasonal vegetables, red wine demi, white wine butter sauce 74

DESSERT ~ CHOOSE ONE

Cappuccino Praline, coffee amaretto cake, espresso syrup, coffee
and praline mousse

Flourless chocolate cake, whipped cream, fresh berries

Red berry mascarpone, red berry mousse, vanilla cake

Vanilla cheesecake, strawberry, vanilla bean whipped cream

Apple cranberry crumble, pate sucree, apple compote, caramel

Tiramisu, mascarpone mousse, almond cake, fresh berries

MULTIPLE ENTREES

Up to three entrees may be selected, and the higher price will
prevail for all entrees selected

Final entree counts are due by 12pm three working days prior to
the event, and we request that guests are provided with a method
of identifying their entree choice at the event

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

PLATED DINNER

ENHANCEMENTS

 We are committed to preparing our menus with the focus on environmental and socially-responsible grown products. To maintain this focus please note that some products on our sustainable menu offerings may change on short notice based on seasonal and regional availability. To stay true to our collaborative efforts to be environmentally sustainable, we will substitute appropriate alternatives as necessary

 We pride ourselves in providing gluten friendly menu choices. While we endeavor to carefully prepare those meals to accommodate a gluten-free diet, please be aware that they may be prepared in an environment where gluten is present. Please consult your physician as to your personal health decisions

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



HOST

Bar service is maximum of 5 hours

PREMIUM

Absolut®, Bombay Sapphire®, Bacardi Superior®, Jose Cuervo Silver®, Johnnie Walker Black®, Jack Daniel's®, Crown Royal®, Hennessey V.S.O.P.® 8.50

Domestic Beer 5

Imported Beer 6

Craft Beer 7

House Wine 8

Other Beverages 3

Bottled Water, Soda, and Juices

CALL

Smirnoff®, Beefeater®, Cruzan®, Sauza Silver®, Johnnie Walker Red®, Jim Beam White Label®, Seagram 7®, Hennessey V.S.® 7.75

Domestic Beer 5

Imported Beer 6

Craft Beer 7

House Wine 8

Other Beverages 3

Bottled Water, Soda, and Juices

BEER SELECTIONS

Domestic Beer:

Bud Light, Bud, Miller Lite

Imported Beer:

Heineken, Corona Extra, Heineken Light, Corona Light, St. Pauli Girl NA

Craft Beer:

Shipyard Seasonal, Boston Lager, Sebago Seasonal, Angry Orchard Hard Cider

ENHANCEMENTS

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

HOST

ENHANCEMENTS

Bartender Fee 150 one (1) bartender is required for every 75 - 100 guests host bar prices are per drink

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



SPECIALTY BAR

Bar service is maximum of 5 hours

MARTINI BAR

Ketel One, Grey Goose, Grey Goose Orange, Grey Goose Citron, Grey Goose Pear, Maine Cold River, olives, citrus and juices to include POM® and Red Bull® ~ per drink 12

FRESH FRUIT SANGRIA BAR

Choice of red or white ~ per gallon 135

MOJITO BAR

Choice of fresh raspberry, strawberry, blackberry, or traditional ~ per drink 12

BUBBLE BAR

Your choice of a variety of champagne, prosecco, or sparkling wine ~ per drink 12

CORDIAL'S

Baileys, Sambuca, Frangelico, Courvoisier, Grand Marnier, Amaretto Disaronno ~ per drink 12

ENHANCEMENTS

Bartender Fee 150 one (1) bartender is required for every 75 - 100 guests

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



WINE

Call House wine, BV Century Cellars is from Napa Valley, California. Premium House wine, Magnolia Grove, by Chateau St. Jean is a new private label wine created exclusively for Starwood Hotel and Resorts in partnership with Treasury Wine Estates.

SPARKLING

☞ J. Roget California 25

Maschio Prosecco Brut Treviso 35

Chandon Brut Carneros 53

BLUSH

Beringer White Zinfandel Napa 25

RIESLING

Von Winning Riesling, Pfalz Germany 34

SAUVIGNON BLANC

Rotation Sauvignon Blanc 29

Kim Crawford Marlborough NZ 45

PINOT GRIGIO

Benvolio Italy 29

Bollini Trentino Italy 35

PINOT NOIR

Lesse-Finch 29

R. Stuart & Co Big Fire 50

MERLOT

Rutherford Ranch 35

Leese-Fitch Sonoma 38

CABERNET SAUVIGNON/BLEND

Plungerhead Cabernet Sauvignon 45

☞ Chateau St Jean Magnolia Grove Cabernet Sauvignon Calif 32

Hillinger Small Hill Red Blend 45

Alamos Malbec 35

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

WINE

CHARDONNAY

Broadside Chardonnay 38

☞ Chateau St Jean Magnolia Grove California 32

Aviary Napa 42

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



CASH

Bar service is maximum of 5 hours

Cash Bar Prices Noted Include Applicable Tax and Fees

PREMIUM

Absolut®, Bombay Sapphire®, Bacardi Superior®, Jose Cuervo Silver®, Johnnie Walker Black®, Jack Daniel's®, Crown Royal®, Hennessey V.S.O.P.® 10.00

Domestic Beer 6.00

Imported Beer 7.00

Craft Beer 8.00

House Wine 9.00

Other Beverages 4.00

Bottled Water, Soda, and Juices

CALL

Smirnoff®, Beefeater®, Cruzan®, Sauza Silver®, Johnnie Walker Red®, Jim Beam White Label®, Seagram 7®, Hennessey V.S.® 9.00

Domestic Beer 6.00

Imported Beer 7.00

Craft Beer 8.00

House Wine 9.00

Other Beverages 4.00

Bottled Water, Soda, and Juices

ENHANCEMENTS

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS

CASH

ENHANCEMENTS

BEER SELECTIONS

Domestic Beer:

Bud Light, Bud, Miller Lite

Imported Beer:

Heineken, Corona Extra, Heineken Light, Corona Light, St. Pauli

Girl NA

Craft Beer:

Shipyard Seasonal, Boston Lager, Sebago Seasonal, Angry

Orchard Hard Cider

Bartender Fee 150 one (1) bartender is required for every 75 - 100 guests cash bar prices are per drink and include applicable tax and service charge

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



BAR PACKAGES

Bar packages are priced per person, maximum of 5 hours.

PREMIUM

Absolut
Bombay Sapphire
Bacardi Superior
Jose Cuervo Silver
Johnnie Walker Black
Jack Daniel's
Crown Royal
Hennessey V.S.O.P
Beer Variety of Domestic, Imported & Local
House Red & White Wine

First Hour 22

Each Additional 11

CALL

Smirnoff
Beefeater
Cruzan
Sauza Silver
Johnnie Walker Red
Jim Beam White Label
Seagram 7
Hennessey V.S.
Beer Variety of Domestic, Imported & Local
House Red & White Wine

First Hour 18

Each Additional 9

Bartender fee 150 one (1) bartender is required for every 75 - 100 guests 5 hour limit

ENHANCEMENTS

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.

The Westin Portland Harborview

157 High Street . Portland . Maine 04101 . USA . Phone: (207) 775-5411

WESTIN
HOTELS & RESORTS



SEASONAL

Dinner table includes artisan rolls and butter, starbucks® freshly brewed regular coffee and decaffeinated coffee, tazo hot teas®

SUMMER PICNIC

Fingerling potato salad

Summer tabbouleh, backyard farms tomatoes, mint, parsley

Beer can chicken, jerk spices, lemon, local ale

Grilled Skirt Steak, chimichurri, local tomatoes, blue cheese, red onion

Corn on the cob, pesto butter

Grilled asparagus, lemon, grated parmesan, blistered cherry tomatoes

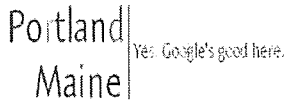
Sliced watermelon, local honey drizzle, mint

Summer berry and whipped cream with fresh baked biscuits 56

LUNCH PRICE 42

ENHANCEMENTS

A service charge of (15%) is added to all food & beverage functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative fee of (6%) is added to the Food & Beverage portion of the function as well as an Administrative Fee of (21%) is added to all non-food & beverage function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so. Maine's law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state and local tax regulations on other charges.



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Westin Portland Harborview

Kevin Cashman <kevindc@portlandmaine.gov>

Tue, Nov 27, 2018 at 5:05 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Danielle Buck <dbuck@portlandmaine.gov>, David Nichols <nicholsd@portlandmaine.gov>, David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Scott Reynolds <sreynolds@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Tue, Nov 27, 2018 at 7:39 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application. This is a change of ownership of an existing business. They are applying for a Class IA, Entertainment with Dance and after hours entertainment. Please advise.

Thanks Jessica

Jessica Blais Hanscombe

Licensing and Registration Coordinator

389 Congress Street Room 307

Portland, Maine 04101

207-874-8783

jhanscombe@portlandmaine.gov

--

Lt. Kevin Cashman

Portland Police Department

Patrol Division

109 Middle St

Portland, Maine 04101

(O) 207-756-8294

kevindc@portlandmaine.gov.

Hours - Saturday thru Tuesday (4pm-2am)



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
189 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99D809871

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-11-27) :

Inquiries Name(s) JAMES MERKEL (1974-08-10)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99D809881

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-11-27) :

Inquiries Name(s) JORDAN HANSELL (1971-10-20)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
389 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99D809889

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-11-27) :

Inquiries Name(s) KENNETH KREBS (1959-01-31)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

JESSICA HANSCOMBE
189 CONGRESS ST.
PORTLAND, ME 04101

Transaction Response #: MIQ99D80988:

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2018-11-27) :

Inquiries Name(s) JOHN HAYMES (1975-12-19)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

November 27, 2018

RB Portland LLC
4100 Regent Street Suite G
Columbus OH 43219

Re: RB Portland LLC dba Westin Portland Harborview. Application for a Class IA Inn 40+ Rooms with Entertainment with Dancing and After Hours Entertainment at 157 High Street.

Dear Russell Seguin

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday December 17, 2018 at 5:30 p.m.**, for the review of application for a Class IA Inn 40+ Rooms with Entertainment with Dancing and After Hours Entertainment at 157 High Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on December 17, 2018 at 5:30 P.M., in City Council Chambers, 389 Congress St., RB Portland LLC dba Westin Portland Harborview. Application for a Class IA Inn 40+ Rooms with Entertainment with Dancing and After Hours Entertainment at 157 High Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 27, 2018

SUBJECT: Order 115-18/19 Granting Municipal Officers' Approval of Illmadic LLC dba Illamdic. Application for a Class A Lounge with Entertainment without Dance and Outdoor Dining on Private Property at 41 Fox Street - Sponsored by Michael Russell, Director of Permitting and Inspections.

SPONSOR:

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY

II. AGENDA DESCRIPTION

Illmadic LLC dba Illamdic. Application for a Class A Lounge with Entertainment without Dance and Outdoor Dining on Private Property at 41 Fox Street.

Application was filed on 11/26/2018. New City application. The owners currently operate a Class A Lounge with Outdoor Dining on Private Property at this location.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis and Background that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Illmadic-Entertainment.docx
2. Illmadic

Prepared by:

Date: 11/27/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY M. COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Illmadic LLC dba Illamdic. Application for a Class A Lounge with Entertainment without Dance and Outdoor Dining on Private Property at 41 Fox Street.

City Council,

~~The Portland Zoo~~

(Illmadic, LLC) business is asking to acquire an entertainment license. We are hopeful to have a DJ play turntables with vinyl records inside our establishment. The amplification will be plugged into our house stereo system, which is a standard speaker system one would have within there residential house.

Our intention is to provide a safe place for people of music lovers to come and enjoy the aesthetics of turntablism. This would be done inside our establishment to maintain a respectful sound decibel amongst the neighborhood.

Please feel free to reach out with any questions or concerns prior to the meeting.

Thank you,

Mark Miller
Sole Member Illmadic, LLC
785.845.2263

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department

Michael A. Russell, MS, Director

389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557

www.portlandmaine.gov

Supplemental Application for Dancing and Entertainment License

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Alcohol license.

☒ Entertainment without Dancing: \$295 ☐ Entertainment with Dancing: \$529 ☐ After-Hours (1 a.m. to 3 a.m.): \$595

Business Information		
Business Name (d/b/a):	The Portland Tap Illma2.C	Phone: 785 845-2263
Location Address:	41 Fox St. Portland, ME	Zip: 04101

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment: Brewery w/ Class A Lounge license establishment.	
Will music be electric, acoustical, or both? (Circle)	
Will amplification be used? <u>minimally</u>	Y/N
If yes, where and at what level? <u>through normal house speakers, inside</u>	
Will music be played (Circle all that apply): <u>Inside</u> Outside	
Will you permit dancing on the premises?	Y(N)
Will you permit dancing after 1:00 a.m.?	Y(N)
What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? <u>25 feet</u>	
What is your targeted opening date? <u>Currently open</u>	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y(N)
If Yes, list name(s) of employee(s) and department(s):	

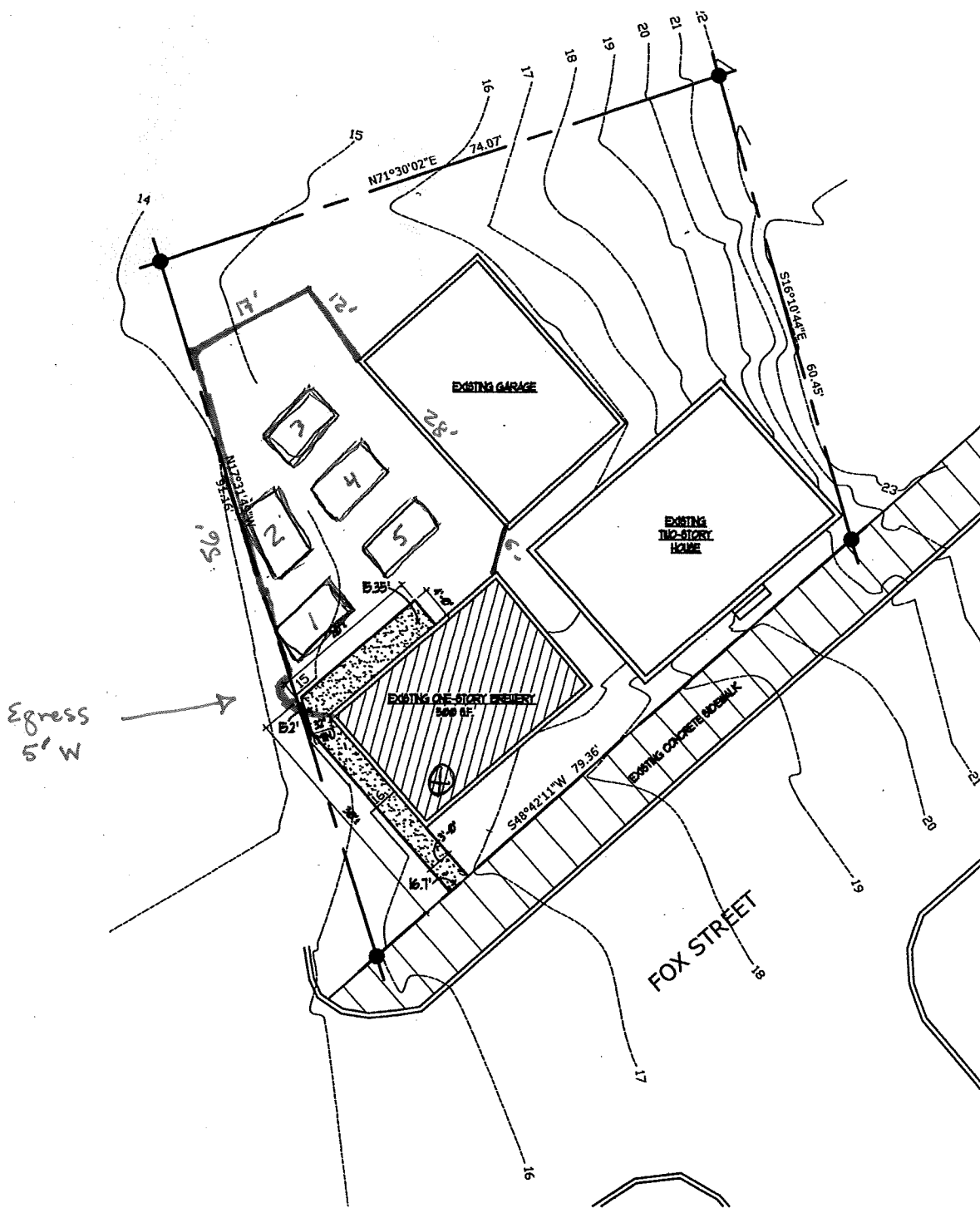
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/ We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/ We hereby waive any rights to privacy with respect thereto.

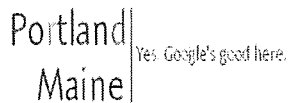
Signature [Signature] Title Sole member Date 11-26-18

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov



(X) = Spot of Entertainment

SCALE: $1" = 20'-0"$



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Illmadic

Kevin Cashman <kevindc@portlandmaine.gov>

Tue, Nov 27, 2018 at 5:05 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Danielle Buck <dbuck@portlandmaine.gov>, David Nichols <nicholsd@portlandmaine.gov>, David Petruccelli <petruccellid@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, zoning@portlandmaine.gov

PD has no objections.

Kevin C.

On Tue, Nov 27, 2018 at 8:24 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application. They are adding Entertainment without Dance to their license. This will go before council on 12/17. Please advise. Thanks Jessica

Jessica Blais Hanscombe

Licensing and Registration Coordinator

389 Congress Street Room 307

Portland, Maine 04101

207-874-8783

jhanscombe@portlandmaine.gov

--

Lt. Kevin Cashman
Portland Police Department
Patrol Division109 Middle St
Portland, Maine 04101
(O) 207-756-8294

kevindc@portlandmaine.gov.

Hours - Saturday thru Tuesday (4pm-2am)



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

November 27, 2018

Illmadic LLC
41 Fox Street
Portland ME 04101

Re: Illmadic LLC dba Illamdic. Application for a Class A Lounge with Entertainment without Dance and Outdoor Dining on Private Property at 41 Fox Street.

Dear Mark Miller,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday December 17, 2018 at 5:30 p.m.**, for the review of application for a Class A Lounge with Entertainment without Dance and Outdoor Dining on Private Property at 41 Fox Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or jhanscombe@portlandmaine.gov.

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on December 17, 2018 at 5:30 P.M., in City Council Chambers, 389 Congress St., Illmadic LLC dba Illamdic. Application for a Class A Lounge with Entertainment without Dance and Outdoor Dining on Private Property at 41 Fox Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

MEMORANDUM
City Council Agenda Item

FROM: Lori Paulette, Senior Executive Assistant

DATE: November 28, 2018

SUBJECT: **Com 18-18/19 Economic Development Committee Calendar Year 2018 Accomplishments - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

SPONSOR: Economic Development Committee, Councilor Justin Costa/Chair; Meeting held on November 14, 2018, and voted unanimously (3-0) to forward to the City Council as a Communication.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/17/2018

Final Action 12/17/2018

Can action be taken at a later date: No (If no why not?) Yes.

PRESENTATION: Councilor Justin Costa/5 Minutes

I. SUMMARY

At the November 14, 2018 meeting of the Economic Development Committee, it voted to forward its calendar year 2018 accomplishments Memorandum to the City Council as a communication.

II. AGENDA DESCRIPTION

The Economic Development Committee met on November 14, 2018 and voted unanimously (3-0) to forward this item to the City Council as a Communication.

At the November 14, 2018 Economic Development Committee (EDC) meeting, staff presented a summary of the accomplishments of the Committee for calendar year 2018. Notable accomplishments include directing proposed amendments to three existing area-wide TIF Districts (Bayside, Downtown/Transit, and Waterfront) to add workforce training as an allowable use of TIF revenue, along with increasing the TIF District capture rate for the Downtown/Transit TIF to shelter the value of TIF revenue, and recommendations to sell or amend an existing Purchase and Sale Agreement related to City-owned Bayside properties.

As a Communication this item requires no public comment or formal Council action.

III. BACKGROUND

Over the course of 2018, the EDC met a total of 14 times and a summary of its activities are included in the enclosed Memorandum.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

A Council goal addressed is to promote economic development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

V. FINANCIAL IMPACT

There is no financial impact associated with this item.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends the Council accept the report as a communication.

VII. RECOMMENDATION

The EDC voted unanimously to forward this item to the City Council as a communication.

VIII. LIST ATTACHMENTS

1. 11-2-2018 Memo to EDC-2018 Accomplishments 2

Prepared by:

Lori Paulette, Senior Executive Assistant

Date: 11/28/2018



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Economic Development Committee (EDC)
FROM: Gregory A. Mitchell, Economic Development Director
DATE: November 2, 2018
SUBJECT: **EDC Accomplishments During Calendar Year 2018**

This memo is intended to highlight the accomplishments of the EDC during calendar year 2018.

Over the course of 2018, the EDC met a total of 14 times, including its November 14th meeting. The results of those meetings are as follows:

2018 EDC Work Plan forwarded to the City Council as a Communication.

FYE2017 Annual Tax Increment Financing (TIF) Report forwarded to the City Council as a Communication.

Lease at 94 Free Street and Spring Parking Garage Revenue Sharing Agreement to support the Eastern Conference Hockey Team League forwarded to the City Council for approval.

Waterfront TIF District Amendment to add additional properties forwarded to the City Council for approval.

44 Hanover Street Purchase and Sale and Lease Agreements forwarded to the City Council for approval.

Amendments to Ready Seafood Company Lease forwarded to the City Council for approval.

Third Amendment to Bay Ferries Lease forwarded to the City Council for approval.

Discussion of results of the Employment Disparity Study Scope and Cost Research for EDC direction. EDC direction was that it needed more information on costs before moving forward.

Public Hearing and direction related to POT/MSP Redevelopment Plan. After meetings in March and June, the EDC's direction was to take a 3-6 month pause due to the uncertainty of continued Ferry Service to Nova Scotia.

Ordinance Amendment to Chapter 2, Section 2-203 and Chapter 15, Section 15-8 regarding property owners to pay personal property tax of prior owners was forwarded to the City Council for approval.

Proposed sale of City-owned Riverside Street property. Over the course of 2018, the EDC held three executive sessions to provide staff direction for negotiations for sale, including the 11/14/2018 EDC meeting.

Proposed Waterfront TIF District CEA. The EDC met in executive session twice to discuss a proposed CEA in the Waterfront TIF District.

Third Amendment to 178 Kennebec Street Purchase and Sale Agreement due to project scope change to senior affordable housing forwarded to the City Council for approval.

Amendment to expand geographical boundaries to Portland Downtown District forwarded to the City Council for approval.

Authorizing discontinuance of public easement and retention of utility easement along Lancaster Street and Parris Street and Hanover Street on the 82 Hanover Street property, and accept a new pedestrian easement over 82 and 44 Hanover Street was forwarded to the City Council for approval.

Street discontinuance, with public access to remain on Portland Pier, forwarded to the City Council for approval.

Amendment to Bayside TIF to remove second floor condo unit at 178 Kennebec Street for it to be its own free-standing AH TIF District forwarded to the City Council for approval.

Update/feedback for amendments to Outdoor Dining allowing for use of non-contiguous areas. EDC feedback, at its July 17, 2018, meeting was to have more public process and outreach via Portland Downtown and the City Manager managing that process. The Committee will be further updated on this at its November 14, 2018 meeting.

Discussion of Workforce Training System Programs and policy, and funding – possibly by TIF revenue funds, which would require amendments to BTIF, WTIF, and the DT TOD TIF. After a joint EDC/Finance Committee to discuss proposed amendments to the WTIF, DT TOD TIF, and BTIF to increase municipal investment options, including work force training among others, and increase captured percentage rate for DT TOD TIF to up to 100%, the EDC held a public hearing and forwarded the proposed amendments to these three area-wide TIF districts to the City Council for approval.

Annual TIF Report for FYE2018 reviewed and forwarded to the City Council for approval.

McAuley TIF Assignment reviewed and forwarded to the City Council for approval.

After two executive sessions, followed by a public hearing, a Purchase and Sale Agreement with Waterstone Development to sell landlocked property near Westbrook line at the Maine Turnpike was forwarded to the City Council for approval.

CBITD Lease Negotiations. The EDC held two executive sessions to provide direction to staff on lease negotiations. The EDC will have a public hearing and vote at its November 14, 2018 meeting for a recommendation to the City Council.

Proposed Impact Fee Ordinance was reviewed over the course of 2018 with two meetings for updates for feedback from the EDC, as well as two public hearings which resulted in the EDC forwarding the proposed Impact Fee Ordinance and Schedule to the City Council for approval.

PILOT/SILOT Update/discussion on 6/19/2018, and public hearing on 10/2/2018, at which time the item was tabled to early 2019 for further outreach.

RFP to conduct a feasibility and marketing analysis to support a convention center for feedback to staff. EDC feedback was supportive and staff will bring it back to the EDC in early 2019 with more information on costs for the study and private/public partnerships to fund the study.

MEMORANDUM
City Council Agenda Item

FROM: Lori Paulette, Senior Executive Assistant

DATE: November 7, 2018

SUBJECT: **Order 96-18/19 Approving Purchase and Sale Agreement with Waterstone Properties Group, Inc. - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

SPONSOR: Economic Development Committee, Councilor Costa, Chair; meeting held on October 16, 2018, and vote was unanimous (3-0).

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: Greg Mitchell, Economic Development Director/5 Minutes.

I. SUMMARY

A Purchase and Sale Agreement between the City of Portland and Waterstone Properties Group, Inc. is proposed to sell a City-owned 4.82 acre vacant non-access parcel for \$11,220.

II. AGENDA DESCRIPTION

The Economic Development met on October 16, 2018, and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage.

The City has determined that the 4.82 acre vacant parcel, located in Portland between the Maine Turnpike and the proposed large scale mixed use project in Westbrook, is not needed for municipal use and should be sold. The interested buyer for this property is the Westbrook mixed-use project developer Waterstone Properties Group, Inc.

The subject site is not a legal conforming parcel to develop because it lacks street frontage, and there is no access to public utilities. Additionally, the site is encumbered by 1.81 acres of wetlands and two CMP easements (including 1.48 acres), which prohibit erecting or maintaining structures of any kind.

The upland areas, estimated to be 1.53 acres (excluding the no-build CMP easements), are not contiguous, and access to these areas would require crossing wetlands on-site and wetlands located on the adjacent privately owned Westbrook mixed-use project property.

The proposed purchase price is \$11,220, as determined by the City Assessor. It is noted that the property appraisal determined the value of this property to be \$0.

The Buyer agrees to indemnify the City regarding any environmental issues, and the property is sold in an "AS IS WHERE IS" condition.

At the November 5, 2018, City Council meeting, this item was postponed to this meeting. Staff is asking that

this item be postponed to the February 20, 2018 Council meeting.

III. BACKGROUND

The subject 4.82 acre vacant parcel, located in Portland between the Maine Turnpike and the proposed large scale mixed use project in Westbrook, is not needed for municipal use and should be sold. The interested buyer for this property is the Westbrook mixed use project developer Waterstone Properties Group, Inc.

The subject site is also not a legal conforming parcel to develop because it lacks street frontage and there is no access to public utilities. Additionally, the site is encumbered by 1.81 acres of wetlands and two CMP easements (including 1.48 acres) which prohibit erecting or maintaining structures of any kind.

The proposed purchase price is \$11,220, as determined by the City Assessor. It is noted that the property appraisal determined the value of this property to be \$0.

The Buyer agrees to indemnify the City regarding any environmental issues, and the property is sold in an “AS IS WHERE IS” condition.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

City Council approval for the Proposed Purchase and Sale Agreement between the City of Portland and Waterstone Properties Group, Inc.

V. FINANCIAL IMPACT

An overview of the Proposed Purchase and Sale Agreement includes the following:

Parcel Size: 4.82 acres.

Parcel Location and Environmental Constraints. The parcel is located in Portland, between the Maine Turnpike and the proposed large scale mixed use project in Westbrook. The developer of the mixed use project (Waterstone Properties Group, Inc.) is the buyer for this property. The site is not a legal conforming parcel to develop because it lacks street frontage and there is no access to public utilities. Additionally, the site is encumbered by 1.81 acres of wetlands and two CMP easements (including 1.48 acres) which prohibit erecting or maintaining structures of any kind. Also, it is noted that the upland areas, estimated to be 1.53 acres (excluding the no-build CMP easements), are not contiguous, and access to these areas would require crossing wetlands on-site and wetlands located on the adjacent privately owned Westbrook mixed use project property. See attached map showing the location of wetlands, CMP no-build easements, and uplands.

Property Value and Sale Price. \$11,220 was determined by the City Assessor. It is noted that the property appraisal determined the value of this property to be \$0. See attached excerpt of the Property Appraisal.

Environmental Indemnification. Buyer agrees to indemnify the City regarding any environmental issues, and the property is sold in an “AS IS WHERE IS” condition.

It is noted that the Buyer paid for the costs of the property survey and appraisal.

VI. STAFF ANALYSIS AND BACKGROUND

City Council approval for the Proposed Purchase and Sale Agreement between the City of Portland and

Waterstone Properties Group, Inc.

VII. RECOMMENDATION

The Economic Development Committee reviewed this item at its October 16, 2018, meeting and voted unanimously (3-0) to forward it to the City Council with a recommendation of approval.

VIII. LIST ATTACHMENTS

1. Order 96-FY19 Waterstone Properties Group P&S 12.17.2018
2. 10-22-2018 Memo to CC - Waterstone PSA Att Only

Prepared by:

Lori Paulette, Senior Executive Assistant

Date: 11/07/2018

Order 96-18/19

Motion to postpone to December 17, 2018: 9-0 on 11/5/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

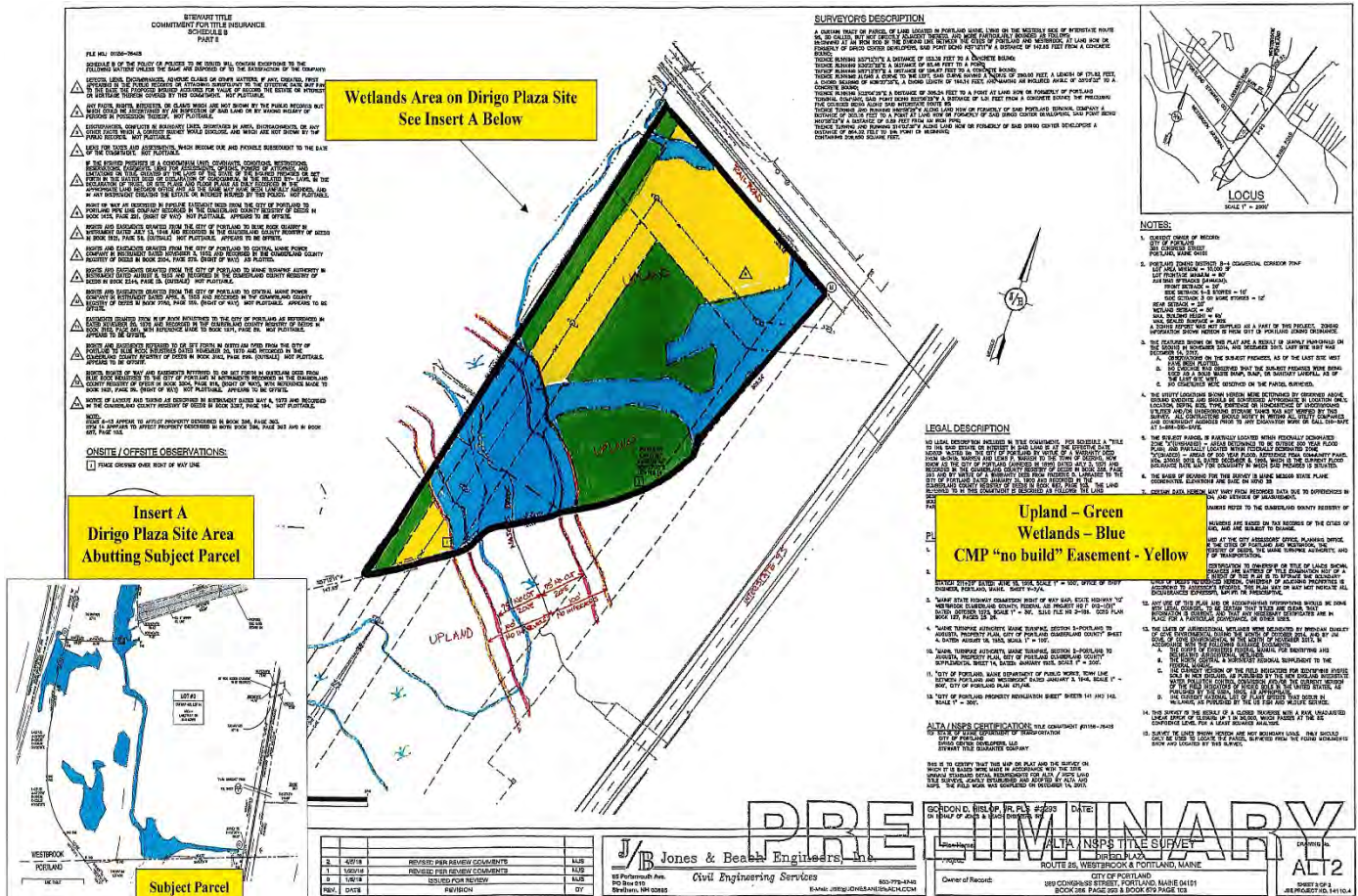
**ORDER APPROVING PURCHASE AND SALE AGREEMENT WITH
WATERSTONE PROPERTIES GROUP, INC.**

ORDERED, that the Purchase and Sale Agreement with Waterstone Properties Group, Inc. for 4.82 acres of city land at Westbrook Arterial and along the Maine Turnpike, is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of the Purchase & Sale Agreement.

Appraisal Report

Appraisal Report of the contributory value of a 4.82± acre non-access land parcel in the City of Portland, Maine. This parcel is located adjacent to a development site referred to as the Dirigo Plaza which is referenced on Map 42B, Lot 14 and located in the City of Westbrook. GA File Reference: 2753.



Effective Date of Contributory Market Value Estimate
July 10, 2018

Prepared for:
City of Portland
389 Congress Street
Portland, Maine 04101

Prepared by:
Goulet & Associates, Inc.
183 Main Street
Lewiston, Maine 04240

Summary of Salient Facts and Conclusions

Appraisal Purpose:	The purpose of this appraisal report is to estimate the bulk contributory value of the subject property in light of its assemblage with the abutting Dirigo Plaza site. The intended use is to aid our named client, the City of Portland, in formulating a purchase price for the subject property.
Date of Inspection:	July 10, 2018.
Date of Value:	July 10, 2018.
Date of the Report:	August 8, 2018.
Property Rights Appraised:	Fee Simple Estate.
Property Location:	The property is an interior lot located to the north of Rand Road and to the west of the Maine State Turnpike in the City of Portland. The site represents a portion of Map 243, Lot B-1, Map 244, Lot A-1, Map 252, Lot A-1 and Map 253, Lot A-1. However, the City of Portland's map and lot references are not accurate as they do not reflect the land areas that were previously acquired by the Maine DOT. Refer to extraordinary assumptions.
Title/Owner of Record:	Title to the subject property is referenced to the City of Portland per Cumberland County Registry of Deeds (CCRD) as a portion of Book 386, Page 393 dated July 3, 1871 and CCRD Book 687, Page 103 dated January 31, 1900 per the submitted survey. The subject parcel is the portion of the land area remaining to the north of the 10.33± acres previously acquired by the State of Maine by condemnation by way of a Notice of Layout and Taking recorded in CCRD Book 3397, Page 194 dated May 17, 1973. No specific legal description of the subject parcel is available therefore, the submitted survey was relied upon.

Land Area:	The subject property contains 4.82± acres and has no road frontage. The site has 1.81± acres of wetland areas and 3.01± acres of uplands areas based on the wetlands survey provided by Jones & Beach Engineers, Inc. The site is also subject to two easements granted to Central Maine Power (CCRD Book 2104, Page 279 dated November 3, 1952 and CCRD Book 2365, Page 181 dated July 12, 1957). Both of these CMP easements prohibit erecting or maintaining any structure of any kind on the easement. Based on the submitted site survey, the upland areas are estimated to be 1.53± acres excluding areas within the no-build CMP easements.
Zoning:	The site is located in the Industrial (I-L) zoning district in Portland. The site has no minimum lot size requirement. However, the minimum road frontage requirement is not met as the subject has no road frontage. The City of Portland does not currently map the subject site. For the purpose of this analysis, it is assumed the site is in a lawful status. Assemblage of the same would be legal and appropriate given the site's Highest and Best use.
Highest and Best Use:	As Vacant – assemblage as open space with the abutting development land parcel, or retention for open space by the local municipality or affiliated non-profits.
Conclusion of Value	Based on the analyses developed within this report, it is our opinion that, as of July 10, 2018, the subject property has <u>no determinable contributory market value</u>. Refer to extraordinary assumptions and scope of work detailed in the Transmittal Letter and engagement.

[illegible]

STEWART TITLE COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

FILE NO: D1158-76415

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

DEFECTS, LINDS, ENCUMBRANCES, ADVORSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRED FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE BY THESE COVENANTS, NOT PLOTTABLE.

ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF, NOT PLOTTABLE.

DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA, ENCROUCHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND NEARLY ARE NOT SHOWN BY THE PUBLIC RECORDS, NOT PLOTTABLE.

LINDS FOR TAXES AND ASSESSMENTS, WHICH BECAME DUE AND PAYABLE SUBSEQUENT TO THE DATE OF THE COMMITMENT, NOT PLOTTABLE.

IF THE INSURED PREMISES IS A CONDOMINIUM UNIT, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LINDS FOR ASSIGNMENTS, OPTIONS, POWERS OF ATTORNEY, AND LIMITATIONS ON TITLE, CREATED BY THE LAWS OF THE STATE OF THE DISBURSED PREMISES OR SET FORTH IN THE MASTER DEED OR DECLARATION OF CONCERNING THE ISOLATED ETC., LAND IN THE DECLARATION OF TRUST, OR SITE PLANS AND FLOOR PLANS AS FULLY RECORDED IN THE APPROPRIATE LAND RECORDS OFFICE AND ALL THE SAME MAY HAVE BEEN LAMINALLY AMENDED, AND IN ANY INSTRUMENT CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY, NOT PLOTTABLE.

RIGHT OF WAY AS DESCRIBED IN PIPELINE EASEMENT DEED FROM THE CITY OF PORTLAND TO PORTLAND PIPE LINE COMPANY RECORDED IN THE CLUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1858, PAGE 221, (RIGHT OF WAY), NOT PLOTTABLE. APPEARS TO BE OFFSITE.

RIGHTS AND EASEMENTS GRANTED FROM THE CITY OF PORTLAND TO BLUE ROCK QUARRY IN INSTRUMENT DATED JULY 13, 1948 AND RECORDED IN THE CLUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1921, PAGE 58, (OUTSIDE) NOT PLOTTABLE. APPEARS TO BE OFFSITE.

RIGHTS AND EASEMENTS GRANTED FROM THE CITY OF PORTLAND TO CENTRAL MAINE POWER COMPANY IN INSTRUMENT DATED NOVEMBER 3, 1952 AND RECORDED IN THE CLUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 2104, PAGE 278, (RIGHT OF WAY) AS PLOTTED.

RIGHTS AND EASEMENTS GRANTED FROM THE CITY OF PORTLAND TO MAINE TURNPIKE AUTHORITY IN INSTRUMENT DATED AUGUST 1989 AND RECORDED IN THE CLUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 2344, PAGE 15, (OUTSIDE) NOT PLOTTABLE.

RIGHTS AND EASEMENTS GRANTED FROM THE CITY OF PORTLAND TO CENTRAL MAINE POWER COMPANY IN INSTRUMENT DATED APRIL 8, 1958 AND RECORDED IN THE CLUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 2284, PAGE 158, (RIGHT OF WAY) NOT PLOTTABLE. APPEARS TO BE OFFSITE.

EASEMENTS GRANTED FROM BLUE ROCK INDUSTRIES TO THE CITY OF PORTLAND AS REFERENCED IN DATED NOVEMBER 20, 1970 AND RECORDED IN THE CLUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3182, PAGE 801, WITH REFERENCE MADE TO BOOK 1921, PAGE 58, NOT PLOTTABLE. APPEARS TO BE OFFSITE.

RIGHTS AND EASEMENTS REFERRED TO OR SET FORTH IN OUTSIDE DEEDS FROM THE CITY OF PORTLAND TO BLUE ROCK INDUSTRIES DATED NOVEMBER 20, 1970 AND RECORDED IN THE CLUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3182, PAGE 801, (OUTSIDE) NOT PLOTTABLE. APPEARS TO BE OFFSITE.

RIGHTS AND EASEMENTS REFERRED TO OR SET FORTH IN OUTSIDE DEEDS FROM THE CITY OF PORTLAND TO BLUE ROCK INDUSTRIES TO THE CITY OF PORTLAND IN INSTRUMENTS RECORDED IN THE CLUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3204, PAGE 814, (RIGHT OF WAY), WITH REFERENCE MADE TO BOOK 1921, PAGE 58, (RIGHT OF WAY) NOT PLOTTABLE. APPEARS TO BE OFFSITE.

NOTICE OF LAYOUT AND TAKING AS DESCRIBED IN INSTRUMENT DATED MAY 9, 1973 AND RECORDED IN THE CLUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 3307, PAGE 184, NOT PLOTTABLE.

NOTE:
ITEMS 8-13 APPEAR TO AFFECT PROPERTY DESCRIBED IN BOOK 386, PAGE 363.
ITEM 14 APPEARS TO AFFECT PROPERTY DESCRIBED IN BOTH BOOK 386, PAGE 363 AND IN BOOK 687, PAGE 103.

ONSITE / OFFSITE OBSERVATIONS:

[] FENCE CROSSER OVER RIGHT OF WAY LINE

LEGAL

NO LEGAL C
13 THE SALE
HEROUP VEE
FROM SECON
KNOW AS B
RECORDED I
JBS AND B
CITY OF PO
CLUMBERLAN
REFERRED T
DECEMBER
BOOK 687,
PART 2.

PLAN R

1. "PROPOS
24, 1981
PAGE 44
ENGINEER
2. "RIGHT-
& OPER
STATION
ENGINEER
3. "MAINE
WESTERN
DATED:
BOOK 12
4. "MAINE
AUGUST
4, DATE
10. "MAINE
AUGUST
SUPPLEMENT
11. "CITY OF
BETWEEN
BOOK 91
12. "CITY OF
SCALE 1"

**DETAIL "A"
NOT TO SCALE**

**DETAIL "B"
NOT TO SCALE**

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

SURVEYOR'S DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND LOCATED IN PORTLAND MAINE, LYING ON THE WESTERLY SIDE OF INTERSTATE ROUTE 25, SO CALLED, BUT NOT DIRECTLY ADJACENT THERETO, AND MORE PARTICULARLY BOUNDED AS FOLLOWS: BEGINNING AT AN IRON ROD IN THE DIVING LINE BETWEEN THE CITIES OF PORTLAND AND WESTBROOK, AT LAND NOW OR FORMERLY OF DRIGO CENTER DEVELOPERS, SAID POINT BEING N17°11'W A DISTANCE OF 147.88 FEET FROM A CONCRETE BOUND;
THENCE RUNNING N57°12'11"E A DISTANCE OF 153.38 FEET TO A CONCRETE BOUND;
THENCE RUNNING N30°21'28"E A DISTANCE OF 83.48 FEET TO A POINT;
THENCE RUNNING N57°12'57"E A DISTANCE OF 184.87 FEET TO A CONCRETE BOUND;
THENCE RUNNING ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A LENGTH OF 171.82 FEET, A CHORD BEARING OF N30°37'35"E, A CHORD LENGTH OF 108.14 FEET, AND MAKING AN INCLUDED ANGLE OF 30°08'32" TO A CONCRETE BOUND;
THENCE RUNNING N22°06'28"E A DISTANCE OF 305.24 FEET TO A POINT AT LAND NOW OR FORMERLY OF PORTLAND TERMINAL COMPANY, SAID POINT BEING S22°06'28"W A DISTANCE OF 1.31 FEET FROM A CONCRETE BOUND; THE PRECEDING FIVE COURSES BEING ALONG SAID INTERSTATE ROUTE 25;
THENCE TURNING AND RUNNING N60°52'22"W ALONG LAND NOW OR FORMERLY OF SAID PORTLAND TERMINAL COMPANY A DISTANCE OF 384.16 FEET TO A POINT AT LAND NOW OR FORMERLY OF SAID DRIGO CENTER DEVELOPERS SAID POINT BEING N40°52'22"W A DISTANCE OF 0.88 FEET FROM AN IRON PIPE;
THENCE TURNING AND RUNNING S14°03'14"W ALONG LAND NOW OR FORMERLY OF SAID DRIGO CENTER DEVELOPERS A DISTANCE OF 84.32 FEET TO THE POINT OF BEGINNING CONTAINING 204,850 SQUARE FEET.

LOCUS
SCALE 1" = 200'

NOTES:

1. EXISTENT OWNER OF RECORD:
CITY OF PORTLAND
389 CONGRESS STREET
PORTLAND, MAINE 04101

2. PORTLAND ZONING DISTRICT: B-4 COMMERCIAL CORRIDOR ZONE
LOT AREA MINIMUM = 10,000 SF
LOT FRONTAGE MINIMUM = 60'
BUILDING SETBACKS (MINIMUM):
FRONT SETBACK = 35'
SIDE SETBACK 1-3 STORIES = 10'
SIDE SETBACK 3 OR MORE STORIES = 12'
NEAR SETBACK = 20'
WETLAND SETBACK = 50'
MAX. BUILDING HEIGHT = 45'
MAX. SEALED SURFACE = NONE
A ZONING REPORT WAS NOT SUPPLIED AS A PART OF THIS PROJECT. ZONING INFORMATION SHOWN HEREON IS FROM CITY OF PORTLAND ZONING ORDINANCE.

3. THE FEATURES SHOWN ON THIS PLAN ARE A RESULT OF SURVEY PERFORMED ON THE GROUND IN NOVEMBER 2014, AND DECEMBER 2017. LAST SITE VISIT WAS DECEMBER 14, 2017.

A. OBSERVATIONS ON THE SUBJECT PROMISED, AS OF THE LAST SITE VISIT HAVE BEEN PLOTTED.

B. NO EVIDENCE WAS OBSERVED THAT THE SUBJECT PREMISES WERE BEING USED AS A SOLID WASTE DUMP, RAMP, OR SANITARY LANDFILL, AS OF THE LAST SITE VISIT.

C. NO CHARACTERISTICS WERE OBSERVED ON THE PARCEL SURVEYED.

WHEN HORIZON WERE DETERMINED BY OBSERVED ABOVE, BUILD BE CONSIDERED APPROXIMATE IN LOCATION ONLY. NO EVIDENCE OF NONEXISTENCE OF UNDERGROUND FOUND EVIDENCE TANKS WAS NOT VERIFIED BY THIS SURVEY. HOWEVER, IN MISSING ALL UTILITY COMPANIES PRIOR TO ANY EXCAVATION WORK OR CALL DIG-SAFE.

VIRUALLY LOCATED WITHIN FEDERALLY DESIGNATED FLOOD DETERMINED TO BE OUTSIDE 500 YEAR FLOOD AFTER WITHIN FEDERALLY DESIGNATED ZONE. 100 YEAR FLOOD, REFERENCE FEMA COMMUNITY PANEL 2 DECEMBER 8, 1996, WHICH IS THE CURRENT FLOOD COMMUNITY IN WHICH SAID PREMISES IS SITUATED.

THIS SURVEY IS MAINE ME2000 STATE PLANE ARE BASE ON MOND 29

VARY FROM RECORDED DATA DUE TO DIFFERENCES IN METHODS OF MEASUREMENT.

THIS REFERS TO THE CLUMBERLAND COUNTY REGISTRY OF DEEDS ARE BASED ON TAX RECORDS OF THE CITIES OF AND ARE SUBJECT TO CHANGE.

AT THE CITY ASSESSORS' OFFICE, PLANNING OFFICE, THE CITY OF PORTLAND AND WESTBROOK, THE CITY OF DEEDS, THE MAINE TURNPIKE AUTHORITY, AND TRANSPORTATION.

IFICATION TO OWNERSHIP OR TITLE OF LANDS SHOWN, NOTES ARE MATTERS OF TITLE EXAMINATION ONLY. NO INTENT OF THIS PLAN IS TO RETRACE THE BOUNDARY OF HORIZON. OWNERSHIP OF ADJOINING PROPERTIES IS RECORDED. THIS PLAN MAY OR MAY NOT INDICATE ALL, SUPPLIED OR PROPRIETARY.

D. ON ACCOMPANYING DESCRIPTIONS SHOULD BE DONE. CERTAIN THAT TITLES ARE CLEAR, THAT AND THAT ANY NECESSARY CERTIFICATES ARE IN COMPLIANCE OR OTHER USES.

ALL WETLANDS WERE DELINEATED BY BRIGHAM QUINCY USING THE MONTH OF OCTOBER 2014, AND BY JIM LOWERY USING DOCUMENTS DATED NOVEMBER 2017, IN FOLLOWING GUIDANCE DOCUMENTS:
FEDERAL MANUAL FOR IDENTIFYING AND REGIONAL WETLANDS
N.E. NORTH-EAST REGIONAL SUPPLEMENT TO THE D.M. OF THE FIELD INDICATORS FOR IDENTIFYING HYDRIC AND AQUATIC LIFE IN THE NEW ENGLAND INTERSTATE CONTROL COMMISSION AND/OR THE CURRENT VERSION TUBES HYDRIC SOIL IN THE UNITED STATES, AS USCA, INC. AS APPROPRIATE.
MANUAL OF PLANT SPECIES SURVEY TECHNIQUES ISSUED BY THE U.S. FISH AND WILDLIFE SERVICE.

F. OF A CLOSED TRAVERSE WITH A RAW, UNADJUSTED OF 1 IN 50,000, WHICH PASSES AT THE 55 LEAST SQUARES ANALYSIS.

(5. SURVEY THE LINES SHOWN HEREON ARE NOT BOUNDARY LINES. THEY SHOULD ONLY BE USED TO LOCATE THE PARCEL SURVEYED FROM THE FOUND MONUMENTS SHOW AND LOCATED BY THIS SURVEY.

Uplands – Excluding Wetlands areas and CMP “no build” easements

27,590 SF
11,000 SF
4,100 SF
28,061 SF
70,751 SF
Less 4,197 SF in Buffer
66,554 SF
or
1.53± acres of Uplands

PRELIMINARY

GORDON D. JONES, JR., PLS #2593 DATE: 1/25/18
ON BEHALF OF JONES & BEACH ENGINEERS, INC.

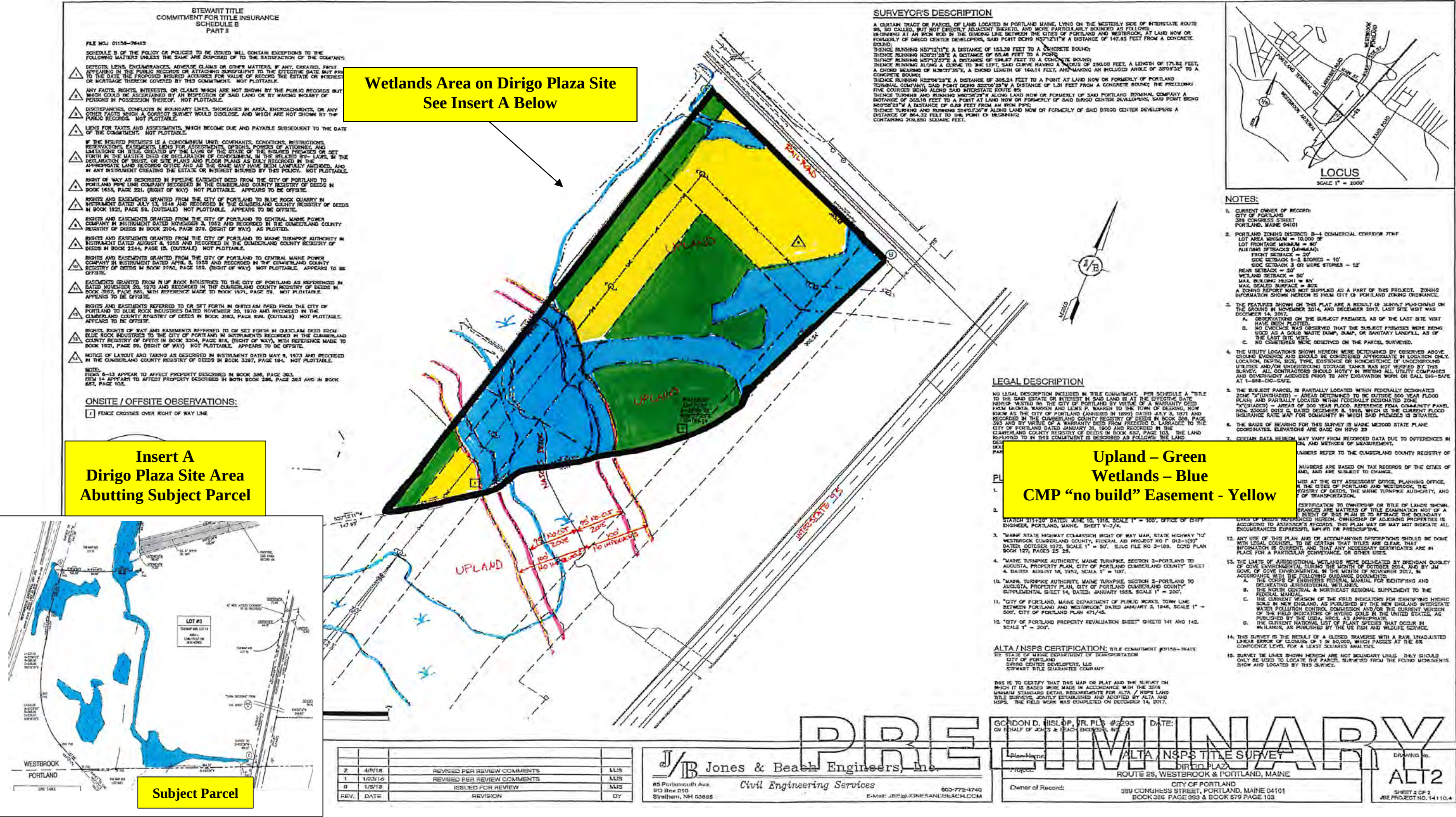
J/B Jones & Beach Engineers, Inc.
Civil Engineering Services
69 Portsmouth Ave.
PO Box 219
Southam, NH 03085
603-772-4748
E-MAIL: JBE@JONESANDBEACH.COM

Design: WGM Date: MJG Date: 1/5/2018
Checked: DMK Drawn: JPB Scale: 1" = 60' Project No: 14110-4
Drawing Name: 14110-ALT-A-2017.DWG

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE). ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.

REV.	DATE	DESCRIPTION	BY
2	4/5/18	REVISED PER REVIEW COMMENTS	MJS
1	1/25/18	REVISED PER REVIEW COMMENTS	MJS
0	1/5/18	ISSUED FOR REVIEW	MJS

Subject Parcel



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this ____ day of _____, 2018 by and between the **CITY OF PORTLAND**, a body politic and corporate located in Cumberland County, Maine (hereinafter referred to as “Seller” or “City”), and **WATERSTONE PROPERTIES GROUP, INC.**, a Massachusetts corporation having a mailing address of 322 Reservoir Street, Needham, MA 02494 or nominee or designee (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, the City is the owner of approximately 4.82 acres of land at Westbrook Arterial and along the Maine Turnpike, Portland, Maine as generally depicted on the boundary survey attached hereto as Exhibit A (the “Survey”) and incorporated herein, and more particularly described in Exhibit B attached hereto and incorporated herein (the “Premises”); and

WHEREAS, Buyer desires to purchase the Premises, and the City desires to convey the Premises to Buyer.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be Eleven Thousand Two Hundred Twenty Dollars (\$11,220.00) (the “Purchase Price”), subject to the following cost adjustments and conditions:
 - a. The Buyer shall pay the City for the cost of the City’s appraisal for the Premises (“Appraisal Cost”) within 3 business days after the full execution of this Agreement; and
 - b. The Buyer shall pay the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City) at closing.
3. **TITLE AND DUE DILIGENCE.**
 - a. **Due Diligence Period.** Buyer will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is one hundred eighty (180) days after the date of this Agreement (the “Due Diligence Period”) to complete any survey, environmental review and title examinations.
 - b. **Title and Survey Objections.** Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified in subsection d below) that

affect Buyer's intended use of the Premises as contemplated by this Agreement, including the terms of Section 12 below. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.

- c. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have thirty (30) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (i) terminate this Agreement (after which neither party will have any further obligation or liability to the other under this Agreement), (ii) waive the objection and close, or (iii) undertake the cure of such objection at its own expense (in which case it shall have thirty (30) days to do so).
- d. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) the easements on the Survey or otherwise described herein; (ii) easements for all public improvements now on, under or over the Premises and for utilities servicing the property, (iii) zoning ordinances, and (iv) real estate taxes not yet due and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine. All of the laws and regulations applicable to the payment of real estate taxes and personal property taxes, except those governing property tax exemptions, shall apply to any such payments in lieu of taxes including, without limitation, how such taxes are calculated and the right to seek abatements and appeals.

4. INSPECTIONS

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to

determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.

- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.
- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any physical damage caused to the Premises in connection with the Inspections; provided, however, the City hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, then neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. The City acknowledges and agrees that Buyer shall be entitled to terminate this Agreement for any reason or for no reason during the Due Diligence Period by providing written notice of such election to the City during the Due Diligence Period.

5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Premises is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Premises shall be prorated as of the closing. Buyer's fifty percent (50%) share of the Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.
6. **DEFAULT AND REMEDIES.** In the event that Buyer defaults hereunder for a reason other than the default of the City, City shall retain the Appraisal Cost as its sole remedy. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance.
7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated and excluding any alterations made to the Premises by Buyer. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.
8. **PROPERTY SOLD "AS IS, WHERE IS."** Buyer acknowledges that Buyer, at Closing, will have had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
9. **ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of

hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City's release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer's successors, assigns, and transferees.

10. INTENTIONALLY OMITTED.

11. CLOSING. Time is of the essence in the performance of this Agreement. The closing shall be held at the offices of Buyer's counsel in Portland, Maine at a time agreeable to the parties on the date that is thirty (30) days following the expiration of the Due Diligence Period or such other date as is mutually agreed upon by the parties.

At the Closing:

- a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and marketable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City); and
- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals closing and executing documents on behalf of Buyer are authorized to do so.

12. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

13. NON-WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

14. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

15. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

16. **TIME.** The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

17. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

18. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR The City: City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR Buyer: Waterstone Properties Group, Inc.
322 Reservoir Street
Needham, MA 02494

With a copy to: Hinckley Allen
650 Elm Street, Suite 500
Manchester, NH 03101
Attention: John H. Sokul, Esq.

19. **SIGNATURES; MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

20. **BROKERS.** City and Buyer represent and warrant to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this

transaction or in any way with respect to the Premises. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to defend, indemnify, and hold Buyer harmless from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through City. Buyer agrees to defend, indemnify and hold City harmless from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees through Buyer. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

21. RECITALS INCORPORATED BY REFERENCE. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

CITY OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager

**WATERSTONE PROPERTIES GROUP,
INC.**

WITNESS

Its:

Approved as to Form:

Approved as to Funds:

City Corporation Counsel's Office

City Finance Department

Exhibit A
Survey

Exhibit B
Legal Description

The land described in Warranty Deeds recorded in Book 386, Page 393 and in Book 687, Page 103.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 20, 2018

SUBJECT: **Order 97-18/19 Authorizing Lease-Purchase Agreement for Conversion to LED Street Lights - Sponsored by Jon P. Jennings, City Manager.**

SPONSOR: Jon P. Jennings, City Manager

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: None

I. SUMMARY

The City Council approved a contract with TEN Connected Solutions for a LED street light conversion project and this order authorizes the City to finalize financing with a second lease purchase agreement.

II. AGENDA DESCRIPTION

The Finance Committee considered this agreement at its November 29, 2018 meeting and voted 3-0 to forward it to the City Council with a recommendation for passage.

In October 2017 the City Council unanimously approved an \$8M contract with TEN Connected Solutions in support of the City's goal to convert streetlights to LED. In advance of that approval a two-phase financing proposal for the project was presented to the City Finance Committee. The financing proposal included two \$4M municipal leases, paid entirely from savings generated by the LED conversion. The total cost of the first \$4M lease (approved unanimously by City Council in October 2017) was approximately \$446k annually, significantly less than the overall \$1.065M project savings projections from TEN. As noted in the original financing proposal, a second \$4M municipal lease would be required in FY19 and authorization for this lease must be approved by City Council. The second lease would add an additional \$475-\$525k in annual debt service costs to future City budgets (depending on final interest rate) and the combined cost of both municipal leases will be lower than the savings generated by the LED conversion. It is worth noting that the debt service on each municipal lease will end in 2028-2029 but the savings generated from the LED conversion project, approximately \$900-950k in reduced streetlight maintenance annually plus \$100-150k in electricity savings from reduced energy consumption, will continue for decades.

This item must be read on two separate days. It was given a first reading on November 5, 2018. At the November 19, 2018 City Council meeting this item was postponed to this meeting. Five affirmative votes are required for passage.

III. BACKGROUND

The City is under contract with TEN Connected Solutions for an \$8M project and financing for the second phase must be secured. The first \$4M phase of the conversion has been substantially completed. City staff would like to begin soliciting quotes for Phase 2 financing and also begin pre-ordering project parts and

components. There is some time sensitivity with Phase 2 due to newly imposed tariffs on certain imports – the City would like to minimize cost impacts related to these tariffs by placing orders as soon as possible.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Intended Result: Authorization for the second phase of LED conversion project, on time completion of the full LED project, and maximum impact for the City's capital outlay.

Council Goal Addressed: In 2016 the City Council members voted on [City Council Common Goals](#). The highest priority goal for the Energy and Sustainability Committee was a plan to convert street lights to LED. This order is in direct support of that goal.

V. FINANCIAL IMPACT

As noted previously, the LED conversion project actually results in a cost savings to the City (net estimated annual savings to the City of \$1.065M, net new debt service of approximately \$950k). In the FY19 budget the full \$1.065M of savings was included but only half of the debt was included. This phase 2 lease will result in an additional \$475-\$525k of annual debt service in the FY20-FY29 operating budgets, an approximately \$0.06 cent increase to the mil rate.

VI. STAFF ANALYSIS AND BACKGROUND

See attached memo Financing Recommendation – City Streetlights LED Conversion for complete staff analysis.

VII. RECOMMENDATION

Recommend approval.

VIII. LIST ATTACHMENTS

1. Authorizing Lease-Purchase Agreement for LED Street Lights 11.5.2018
2. Order approving LED Streetlight Contract with TEN (plus full contract)
3. Financing Recommendation – City Streetlights LED Conversion

Prepared by:

Date: 11/20/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AUTHORIZING LEASE-PURCHASE AGREEMENT
FOR CONVERSION TO LED STREET LIGHTS**

WHEREAS, pursuant to Order 73-17/18 adopted on October 16, 2017, the City Council approved an agreement with TEN Connected Solutions, Inc. for assistance with the conversion of city street lights to Light-emitting Diode (LED) technology (the “Project”), in an amount not to exceed \$8,000,000; and

WHEREAS, pursuant to Order 74-17/18, also adopted on October 16, 2017, the City Council approved a lease purchase agreement with Banc of America Public Capital Group to finance \$4,000,000 of the costs of the Project; and

WHEREAS, pursuant to Section 2-314 of Chapter 2 of the Portland Code of Ordinances, the City Council now desires to authorize a second lease purchase agreement to finance the remaining \$4,000,000 of the costs of the Project;

NOW, THEREFORE, IT IS HEREBY ORDERED, by the City Council of the City of Portland, Maine:

1. That the City is authorized to enter into a municipal lease purchase agreement in an amount not to exceed \$4,000,000 and a term not to exceed 11 years, to lease finance the remaining costs of the Project (the “Lease Agreement”);
2. That the Lease Agreement shall be executed and delivered, in the name of and on behalf of the City, by the City Manager under the seal of the City, attested by its Clerk, and shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the City Manager, such approval and the approval of the City to be conclusively evidenced by his execution thereof; provided that any obligation of the City to make lease payments pursuant to such Lease Agreement shall be subject to annual appropriation by the City Council;
3. That such Lease Agreement shall **not** constitute a general obligation of the City nor be backed by a pledge of the faith and credit of the City or its taxing power, but shall be payable solely from annual appropriations therefore approved by the City Council;
4. That lease financing proposals to finance the Project shall be solicited and

awarded pursuant to Chapter 2, Article VII, of the Portland Code of Ordinances;

5. That the Director of Finance be and hereby is authorized and directed to covenant and certify in the name of and on behalf of the City that no part of the proceeds of the Lease Agreement or the Project shall be used directly or indirectly in a manner that would cause the Lease Agreement to be a “private activity bond” or an “arbitrage bond” within the meaning of Sections 141 and 148 of the Internal Revenue Code of 1986, as amended;

6. That the Lease Agreement authorized by this Order are in addition to any lease agreement or other financing arrangement previously authorized or to be authorized for the same or similar purposes;

7. That the Director of Finance be and hereby is authorized to negotiate, execute, and deliver, in the name of and on behalf of the City such other contracts, agreements, documents and certificates, including an escrow agreement, as may be necessary or appropriate as determined and approved by the Director of Finance in connection with the execution and delivery of the Lease Agreement (the “Other Financing Documents”), which Other Financing Documents shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the Director of Finance such approval and the approval of the City to be conclusively evidenced by his execution thereof;

8. That the Director of Finance, City Manager, Clerk and other proper officials of the City (the “Authorized Officials”) be and hereby are authorized and empowered in the name of and on behalf of the City to do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the execution and delivery of the Lease Agreement;

9. That if any Authorized Official who has signed or sealed the Lease Agreement or Other Financing Documents shall cease to be an Authorized Official before the Lease Agreement so signed and sealed shall have been actually delivered by the City, such Lease Agreement nevertheless may be delivered with the same force and effect as though the person or persons who signed or sealed such Lease Agreement had not ceased to be such officer or official;

10. That if any Authorized Official is for any reason unavailable to approve and execute the Lease Agreement or any Other Financing Documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such Authorized Official with the same force and effect as if such Authorized Official had performed such act; and

11. That the investment earnings on the proceeds of the Lease Agreement, if any, be and hereby are authorized to be used to pay a portion of the costs of the Project or may be deposited into the City’s General Fund, at the discretion of the City Manager.

Order 73-17/18

Passage: 8-0 (Strimling absent) on 10/16/2017

Effective 10/26/2017

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE AGREEMENT WITH
TEN CONNECTED SOLUTIONS, INC. FOR
CONVERSION OF CITY STREET LIGHTS TO LED TECHNOLOGY**

ORDERED, that the Agreement with TEN Connected Solutions, Inc. for assistance with the conversion of city street lights to Light-emitting Diode (LED) technology, is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the TEN Connected Solutions, Inc. Agreement and whatever other documents are necessary to effect the intent and purpose of the TEN Connected Solutions, Inc. Agreement.

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
TEN CONNECTED SOLUTIONS, INC.**

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the “**CITY**”), and **TEN CONNECTED SOLUTIONS, INC.**, a Delaware corporation with a mailing address of 1501 Reedsdale Street, Suite 401, Pittsburgh, PA 15233 (hereinafter the “**CONTRACTOR**”).

W I T N E S S E T H:

WHEREAS, the CITY is in need of a conversion of city street lights to LED fixtures and transfer of ownership of light fixtures from Central Maine Power Company to the City (the “Project”) and did advertise a Request for Proposals # 2917 entitled “Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality,” dated October 6, 2016 (hereinafter, the “Request for Proposals”), a copy of which is attached as Exhibit A and made a part hereof; and

WHEREAS, the CONTRACTOR has the requisite knowledge and technical ability to perform the required services and has submitted a response to the Request for Proposals dated November 9, 2016 (the “Response”), a copy of which is attached as Exhibit B and made a part hereof; and

WHEREAS, after further discussing the Project with the CITY, CONTRACTOR has submitted a detailed proposal for the design and construction of the Project (the “Proposal”), a copy of which is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, after due consideration, the CITY decided to award this contract to CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONTRACTOR will furnish the services, materials, supplies, equipment and labor (hereinafter the "Work") in accordance with the specifications contained in the Request for Proposals, the Response, and the Proposal.

The restatement in this document of any term of the Exhibits shall not be deemed to waive any term not so restated. If any disagreement is found between the Exhibits and this document, then this document shall govern; the Request for Proposals shall govern over the Proposal and the Response, to the extent they disagree; and the Proposal shall govern over the Response to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. The CONTRACTOR covenants and agrees that all Work performed and furnished hereunder shall be in accordance with applicable professional standards, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the Exhibits hereto, all Work provided shall be warranted by the CONTRACTOR for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the CITY. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect.
3. Prior to the execution of this Agreement, the CONTRACTOR shall, at its own expense, carry Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim. The CONTRACTOR will also procure and maintain occurrence-based Automobile Liability Insurance and Commercial General Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the CITY as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, the CONTRACTOR shall name the CITY as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY. Prior to execution of this Agreement, the CONTRACTOR shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from the insurance provider or agent. CONTRACTOR shall also provide a copy of any endorsement naming the CITY as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, CONTRACTOR shall provide CITY with a complete copy of any of the above-

referenced policies. CONTRACTOR shall be responsible for any and all deductibles and/or self-insured retentions.

4. The CONTRACTOR shall furnish to the CITY, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Materials Payment Bond each for the full amount of the construction phases of the Contract (Part 1, Phase 2; and Part 2, Phase 2) and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the CITY. The Bonds shall remain in effect for one year after final acceptance of the Work, and protect the CITY for at least one year of warranty of the Work hereunder, and also shall insure settlement of claims for the payment of all bills for labor, materials and equipment. The bonds shall specifically exclude coverage for those portions of the Contract or the Work pertaining to design services, the Project Savings Performance Guarantee, the Phase III Basic Services, and any other part of this Contract and the Contract Documents which do not relate specifically to construction management and supervision of Work for purchasing and installing of Equipment by Contractor, or for work to be accomplished by Portland.
5. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any act or omission of the CONTRACTOR, its contractors, subcontractors, consultants, agents, or representatives, and anyone directly or indirectly employed by or under the control of CONTRACTOR or those entities. Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the CITY which otherwise exists. The extent of the indemnification provision shall not be limited by the provision for insurance in this Agreement. CONTRACTOR's obligations under this paragraph shall survive termination of this Agreement.
6. Prior to any payment, the CITY reserves the right to require Waivers of Lien for materials and labor from the CONTRACTOR and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the CITY) and promptly discharged by the CONTRACTOR at its own expense. The CITY may require the CONTRACTOR to provide a bond satisfactory to the CITY to indemnify it against any lien and as a substitution in place of a lien. If the CONTRACTOR should fail either to defend the CITY against the lien or to discharge it, then the CITY may do so at the CONTRACTOR's expense. In the event of such an undertaking by the CITY, the CONTRACTOR will promptly reimburse the CITY for all its costs and expenses in so doing, including, but not limited to, reimbursement of the CITY's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien.

CONTRACTOR's obligations under this paragraph shall survive termination of this Agreement.

7. The CONTRACTOR shall perform the work to the reasonable satisfaction of the City Manager or his designee (hereinafter, the "Director") who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the CITY under this Contract. CITY inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice. The CONTRACTOR acknowledges and agrees that such inspection is for purposes of approving payment alone and such inspection shall not be deemed to impose any duty or liability upon the CITY to supervise any aspect of or approve the quality of the Work.
8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the CITY will promptly send an executed contract to the CONTRACTOR, which will commence work as soon as reasonably possible. The CONTRACTOR agrees to complete the Work in accordance with the schedule set forth in Exhibit C, subject to delays caused by weather conditions, strikes, war or national emergency. The time set for such completion may be extended only by written consent of the Director, which will not be unreasonably withheld, conditioned or delayed.
9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, CITY shall give written notice of such dispute to CONTRACTOR via an overnight nationally recognized courier. Within ten (10) business days of the mailing of such notice, representatives of the CITY and CONTRACTOR shall meet and in good faith attempt to resolve the dispute. In the event the representatives of the CITY and CONTRACTOR are unable to resolve the dispute within ten (10) business days of their meeting, then based on the discussions held by the representatives of the CITY and CONTRACTOR, the Director or designee will make a reasonable determination as to the design and that determination will be final and binding.
10. For performance of all the terms and conditions of this Agreement, the CITY will pay the CONTRACTOR an amount not to exceed Four Million Dollars (\$4,000,000.00) for Part 1 of the Project as described in Exhibit C and an amount not to exceed Four Million Dollars (\$4,000,000.00) for Part 2 of the Project as described in Exhibit C, which will include any expenses. Contractor acknowledges and agrees that the City has not yet obtained financing for Part 2 of the Project, and Contractor shall not incur, and City shall not be responsible for, any expense related to Part 2 of the Project without the City's prior written approval.
11. The CITY shall have the right to retain ten percent (10 %) of each invoice amount as retainage until the Work is completed and accepted by the CITY.
12. The CONTRACTOR shall keep accurate records of all services performed under this Agreement and shall submit such information to the CITY on a monthly basis. Payment

for such Work shall be made to the CONTRACTOR not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Director or designee.

13. The CITY agrees to furnish or provide access to the CONTRACTOR to any information or material in its possession which is relevant to the CONTRACTOR's performance hereunder and CITY staff will cooperate with CONTRACTOR. The CONTRACTOR will not, without the CITY's written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of CONTRACTOR, of any information or material furnished or generated under this Agreement, which is marked as confidential or indicated in (a) below as presumed to be confidential by the CITY. The CONTRACTOR shall be entitled to rely upon the accuracy of such information. The provisions of this Article shall not apply to information which is in the public domain, published, or comes into the public domain through no fault of the CONTRACTOR or is required to be disclosed by law or legal process.

The following shall be requirements of this Agreement:

- (a) All data collected shall be treated as confidential material and shall be disclosed *only* to authorized CITY representatives;
 - (b) The CONTRACTOR shall not disclose or permit disclosure of any confidential information or material furnished and/or generated under this Agreement without the CITY's prior written consent; and
 - (c) All documents, data, studies, estimates, summaries and any other work or material developed under this Agreement shall be the property of the CITY and shall be promptly delivered to the appropriate Department Contact person upon completion of a particular service/assignment or upon the request of the CITY.
14. If after thirty (30) days' prior written notice by CITY to CONTRACTOR, that is sent to CONTRACTOR via an overnight nationally recognized courier: (i) which notice sets forth the details of a material default by CONTRACTOR under this Agreement, and (ii) CONTRACTOR fails to reasonably cure such default within thirty (30) days of receipt of such notice, then the CITY may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice, except for the expenses of CONTRACTOR reasonably incurred by CONTRACTOR in good faith prior to the notice of termination for goods and services accepted by CITY.
15. The CITY shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the CONTRACTOR. If the Agreement is terminated by the CITY for convenience, the CITY shall pay the CONTRACTOR for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.

16. Out of concern for the public, CITY e employees and the CONTRACTOR's employees, all work performed by the CONTRACTOR shall be in conformance with pertinent OSHA, local, state and federal government regulations.
17. No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
18. This Agreement and its attachments represents the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the CITY and CONTRACTOR.
19. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
20. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
21. CONTRACTOR warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform its obligations under this Agreement, and that the person signing this Agreement on behalf of CONTRACTOR has the authority to do so.
22. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and **TEN CONNECTED SOLUTIONS, INC.**, has caused this Agreement to be signed and sealed by Robert G. Campbell, its President, thereunto duly authorized, as of the day and date first above written.

WITNESS:

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

WITNESS:

TEN CONNECTED SOLUTIONS, INC.

By: _____
Robert G. Campbell
Its President

Approved as to form:

Approved as to funds:

Corporation Counsel's Office

Finance Director

EXHIBIT A



City of Portland, Maine

Request for Proposals – Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality RFP #2917

The City of Portland, Maine is inviting qualified companies to submit proposals for the design and implementation of City-wide street light enhancements and conversions to LED fixtures. Proposals must be submitted no later than **3:00 p.m. on Wednesday, November 9, 2016**. Late, unsigned bids or bids submitted electronically shall not be accepted. Six (6) complete hard copies of your proposal, including any descriptive literature, shall be submitted on the forms provided and in an envelope plainly marked on the outside with the RFP's title and number along with one (1) digital copy on a flash drive.

Proposals from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Request from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this RFP.

GENERAL

Project Background

The City of Portland (City) incurs significant annual costs related to street lighting. Approximately 6,100 of the existing street lights in the City are owned by the local investor owned utility, Central Maine Power. The City owns another 600 lights in, primarily, decorative fixtures. Through this RFP, the City is interested in selecting a service provider to assist it in reducing street light costs by retrofitting these street lights to LED technology and enhancing their functionality by implementing advanced controls. The City anticipates the scope of work to include upgrading the pole mounted street lights as well as lighting in City parking facilities. The City wishes to explore the deployment of environmental sensors and other "smart city" elements in the LED conversion process.

The City seeks to build a network of LED streetlights with advanced controls that can serve as the backbone on which to deploy "smart city" technologies that offer increased functionality of infrastructure, innovative services to residents and visitors, and opportunities for public/private partnerships that may expand services while providing revenue streams to the City. Firms are invited to describe how elements of this vision may be incorporated into this project.

Inventories of utility owned street lights and City owned streetlights are included in this document.

Scope of Services

The City is seeking proposals from qualified service providers (referred to variously as “proposer”, “firm”, or “contractor”). This proposal is to be a turn-key proposal that includes: undertaking an IGA (Investment Grade Audit) of the street lights and their attributes, performing an independent and certified lighting design analysis which includes designing each unique street to either an RP 8-14 standards where applicable or at a standard to be specified; providing a comprehensive financial analysis to indicate ROI (Return On Investment), savings and payback period; completing all applicable incentive applications; carrying out all procurement requirements; applying on behalf of the City for all available grants and rebates relating to the LED conversion project; performing project management functions; undertaking or overseeing the LED luminaire installation and the recycling/disposal of all waste material; and identifying any Financing Options that the supplier can provide. The service provider must also demonstrate experience in performing street light acquisitions from Electric Utilities or submit a detailed approach to how best perform an acquisition and the options associated with an acquisition. The service provider must also have experience implementing advanced lighting controls to increase the functionality of the lighting system as well as experience deploying environmental sensors that can provide data to support a variety of “smart city” technologies including advanced traffic signal controls, parking control and enforcement, pedestrian and traffic counts, and other public safety functions. The City may also consider additional functionality to include public Wi-Fi, public information kiosks, and electric vehicle charging.

Conflict of Interest

The City seeks to work with firms that represent consumers, not suppliers, avoiding both the appearance, as well as any actual conflict of interest. Any subsequent disclosure of a conflict of interest after the award has been made, but which existed at the time of proposal submission, will be grounds for termination of any resulting contract

General

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City’s Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

It is the custom of the City of Portland, Maine to pay its bills 30 days following equipment delivery and acceptance, and following the receipt of correct invoices for all items covered by the purchase order. If your organization prefers to receive payment via electronic transfer rather than by check, please see the web link below* and include that EFT form with your bid submission. In submitting bids under these specifications, bidders should take into account all discounts; both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use tax as well as all Federal excise taxes.

* <http://www.portlandmaine.gov/DocumentCenter/Home/View/817>

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

Insurance Requirements

The successful bidder shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City, and naming the City as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

Equal Employment Opportunities

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment.

October 6, 2016

Matthew F. Fitzgerald
Purchasing Manager

PROPOSAL FORMAT

Proposals must be submitted in the following format using the numbering sequence outlined below. This is the minimum information to be provided and will be used in the evaluation process. Proposals are to be limited to a maximum of 25 pages excluding addendums

A. Cover Letter

A cover letter signed by an authorized representative of the company of Proposer shall outline the intent of the response and shall state that the information contained in the Proposal accurately describes the services to be provided

B. Company Profile

- Provide a description of the your firm's company or business, its purpose, history and successes, including the number of years in LED street lighting business and major successes.
- List any similar projects completed or underway, the client/owner, and the approximate value of the work.
- Describe your firm's experience developing projects that conform to relevant state laws, local standards, and local Public Utility Commission rules.
- Provide examples where the firm has successfully assisted municipalities with evaluation and acquisition of their street lights from electric utilities.
- Describe the firm's experience deploying smart city and IoT (internet of things) technology as part of LED street lighting projects.
- Describe partnerships with vendors, technology providers, or service providers and describe how these have added value to previous projects.

C. Key Personnel

Identify key personnel that would be employed for this program and provide a detailed resume/CV of their relevant experience, education & successes. Key personnel should demonstrate ample experience in managing turn-key street lighting projects.

D. References

Include a list of at least three (3) projects that the Proposer has successfully completed an LED retrofit and provide associated references and contact information for the persons or organizations that engaged the Proposer. By submitting a proposal, the Proposer consents to City contacting these references, and consents to City also contacting any other organization for the purposes of evaluating the Proposal.

E. Approach

Describe the approach and/or process proposed to address the project requirements. Include any notable methodologies, tools and techniques, and their respective suitability to this project. Also provide a project plan that reflects your proposed approach/process and demonstrates your ability to meet the milestones.

The following key components must be included in the approach description:

1. Audit

The provider will determine the existing street and outdoor light inventory via a Geographic Information Systems (GIS) inventory assessment of all the street lights and outdoor lights included in the project. The provider should list the attributes that they collect and describe how they relate to the design process.

During the inventory assessment, the provider will report and review all issues with the City weekly so that the City may begin to address them in order to minimize any delay on the eventual conversion.

The proponent must produce an electronic inventory file suitable for use in common GIS software (e.g. ESRI ArcMap), as well as Microsoft Excel, that contains the required attributes.

Based on the inventory, utility bill analysis, and consultation on controls and/or other products, the Proposer will develop an Audit Report which will include:

- Deficiencies in the current street lighting network
- Baseline energy use, energy cost and operations & maintenance costs
- Estimated retrofit energy use and operations & maintenance costs
- Estimated sources of funding, including rebates
- Calculation of estimated total conversion cost (remaining design tasks, product, and installation), energy reduction, and simple payback

The City seeks Proposers who can provide the strongest case for why their Audit will be most accurate and support approval by the City.

2. Financial stability and capability

- Proposer should demonstrate the capacity to finance street lighting projects by having financed or been part of a financing project using an Energy Savings Performance Contract (ESPC).
- Should the City opt for this type of financing, the Proposer must produce an ESPC contract at the time opt in.

- Proposer must have experience with a range of financing mechanisms in order to advise the City on the most advantageous approach.

3. Design

The design of an LED network will have a measurable impact on both the life cycle savings as well as overall light quality. Proposers must include a design component in the scope of work.

The determination of adequate light levels for safety of pedestrians, cyclists, and vehicles is guided by the Illuminating Engineering Society (IES) Standard for Roadway Lighting (RP-8-14). The City recognizes that existing pole placement limits the degree to which IES standards may be met. The City will look favorably upon proposals that use design methodologies that will best deliver adequate lighting through the City for the expected life of the products and the City's desire for specific goals associated with customized lighting levels. IES standards may not be the standard selected by the City. Additionally, the designer should incorporate an analysis of the following data points to identify target areas that may need special consideration:

- Pedestrian/vehicle and bicycle/vehicle crash data for the last 5 years to identify areas where light levels and/or spacing have affected public safety.
- Important localized land uses (e.g. parks, schools, hospitals, etc.)
- Relative volumes of pedestrian and bicycle activity
- Unique neighborhood characteristics

The provider should describe their design process, including how actual light levels are measured before & after the conversion, and how designs are modified for unique street characteristics.

4. Project Management

Proposers shall describe their approach to Project Management and how this will impact cost, quality control and timing of the project.

- Qualifications and experience of Project Team
- Experience in projects managing multiple projects simultaneously
- Experience in projects managing large LED retrofits of similar scale
- Detailed description on how the project will be managed including:
 - A description of the methods to be employed in the performance and coordination of the work that will control the scope, quality, schedule and cost of the Project
 - The anticipated risks and assumptions that will be part of completing the Project
 - Any special challenges or considerations foreseen by the Proposer and proposed solutions for each.

5. Technology Procurement

a. Fixtures

Describe the process for selecting appropriate fixtures.

The Proposer should develop complete and detailed specifications for LED Luminaires to replace lighting fixtures. The specifications will be non-proprietary performance specifications describing all relevant photometric, electrical, physical, and durability characteristics of the luminaires.

The Proposer should provide details on their method of developing specifications and how that ensures that appropriate quality standards are met.

b. Smart Controls, IoT, and other Smart City solutions

The Proposer will advise the City on the use of controls in terms of impact on safety, standardization, and energy and cost savings. The Proposer should be able to present analysis of how advanced controls could impact the total life-cycle costs of the system. The Proposer should also propose to the City other value-add systems and discuss with the City their financial impacts, commercial readiness, and alignment with utility policies. These systems include environmental sensors that can generate data to support additional functionality in allied infrastructure and services including traffic controls, parking, public safety, and electronic communication.

The City will require open APIs in all control systems order to ensure functionality across platforms and to ensure our ability to expand the system.

6. Installation & Maintenance

Based on the finalized design, the Proposer will describe their approach to installation and maintenance or oversight as an owner representative. The following elements should be covered:

- Description of Work
- Required installation schedule
- Reference standards
- Submittals
- Quality Assurance and Warranty
- Installation
- Field Quality Control
- Adjusting and Cleaning
- Disposal

7. Construction Administration

The Proposer will describe their approach to Construction Administration including the following:

- Perform a sampling of spot-checks on installed lights to ensure proper installation procedures are being followed, especially at the beginning of the project
- Manage data on installations and provide a weekly status update of the of the project
- Confirmation of satisfactory installation completion by install contractor

8. Acquisition of Street Lights

The Proposer will describe their experience and methodology for assisting municipalities in acquiring their street lights.

9. Rebates/Incentives

The Proposer will describe their experience and approach to managing rebates/incentives for street lights on behalf of municipalities.

F. Value Added Services

The City seeks opportunities to provide the public with enhanced services and to make management of municipal infrastructure more efficient. Proposers should describe how they can leverage the functionality of an advanced LED streetlight network to offer value added services. These may include public facing elements such as citywide Wi-Fi, electric vehicle charging, and public information kiosks as well as operational functions such as advanced traffic and parking management, public safety applications, and location analytics. Each Proposer should describe services or products it can provide and detail what the Proposer is prepared to supply as part of a contract. The City is open to collaborations with third party partners so discussion may include opportunities for the City to monetize elements of the infrastructure through public/private partnerships.

G. Additional Information

The proposer may provide other information that may be relevant for the review and evaluation of the prospective vendor's experience or capabilities.

H. Project Schedule

The selected Proposer shall begin work immediately upon contract signing and complete the tasks in their entirety within a reasonable yet aggressive schedule.

I. Submission

Six (6) paper copies and one (1) digital copy of the proposal must be submitted. No faxed or e-mailed submissions will be considered. Please submit the electronic copy on a thumb drive in PDF format and enclose with your paper copies.

J. Proposer Selection

At its discretion, the City may select a firm outright or select a finalist(s) for in-person interviews. The City reserves the right to negotiate directly with the firm selected for additional project work at a negotiated contract for services. The City reserves the right to accept or reject any or all proposals for any reason, to negotiate with any individual or firm and to select one or more of the proposals. Attachment B includes a table that identifies the selection criteria which will be used to rank proposals.

K. Questions

All questions shall be directed in writing ONLY to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date (FAX 207-874-8652, or E-mail jrl@portlandmaine.gov). Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

PROPOSAL FORM

**Request for Proposals –
Conversion of City Street Light System to LED Fixtures
and from Utility Owned To Municipally Owned
and Maintained Fixture on Utility Owned Poles
RFP #2917**

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

ATTACHMENT A – Participating City Profile

City PROFILE	Approximate Units
Portland, Maine	
Lane Miles of Road	568
Street Lights attached to utility or decorative poles and scheduled for replacement through this project	6,700
Population	66,000

Electricity Supply Costs	Streetlight Group A	Streetlight Group B
Energy Rate	\$0.584	\$0.0568
Capacity Rate	\$0.0002	\$0.0001
Total Supply Rate	\$0.0586	\$0.05569
Supply Spend (annual)	\$109,645	\$76,640
T&D Rate	\$0.161	\$0.161
T&D Spend (annual)	\$154,505	\$217,033
kWh (annual)	1,872,677	1,348,029

ATTACHMENT B – Rating Categories

The following table will be used to rank proposals in the selection process:

RATING CATEGORY	WEIGHT
Company Capability & Experience • Respondent demonstrates strong knowledge of street light technology, quality standards, and design requirements. • Respondent documents relevant experience - o Managing or performing all aspects of the proposed project - o With comparably sized projects in urban and suburban environment • Knowledge of municipal street lighting operations and maintenance • Experience or demonstrated understanding of utility requirements and incentives. • Experience in assisting municipalities with evaluation and acquisition of their street lights • Experience providing and/or recommending financing solutions for street light conversions • Possession of unique tools and technologies to improve system performance • Experience incorporating smart cities and IoT technologies into LED street light conversions • Sufficient qualified staff to support project implementation	40
Project Approach • Describes a coherent, convincing plan to meet or exceed requirements of scope of work for all tasks - o Includes a detailed project plan that accelerates implementation where possible - o Includes a description of a rigorous Audit Report that can be used to support financing of the remaining project costs - o Includes a design approach that will meet the City's goals of safety, standardization, and minimizing lifecycle costs - o Includes a project management approach which demonstrates efficiencies in time and cost - o Describes the City's involvement in all phases and describes an efficient use of their time and resources (e.g. efficient plan for meetings, use of police details or avoiding them) - o Describes opportunities to implement smart cities and IoT technologies that enhance the capabilities of urban infrastructure and provide improved services to residents and visitors. - o Identifies opportunities for public/private partnerships that may provide services to the public and potentially generate revenue for the City.	60

City of Portland Owned Street Lights

AREA/STREETS	WATTS	VOLTAGE	TYPE	METER	METER #	FIXTURES	\$PER/MO	STYLE	MISC.
Congress St.	250	120	Metal Halide	No	N/A	51	XXXX	Esplanade	Green Decorative
Congress St.	70	120	Metal Halide	No	N/A	102	XXXX	Esplanade	Green Decorative
Exchange St	100	120	Metal Halide	No	N/A	35	XXXX	Washington	
Fore St. (Exchange - Franklin)	100	120	Metal Halide	No	N/A	20	XXXX	Washington	
Franklin Arterial (Fore - Commercial)	100	120	Metal Halide	No	N/A	3	XXXX	Washington	
Post Office Park	100	120	Metal Halide	Yes	AB22038232	9	\$173.05	UNK	Market St.
Moulton/Dana/Wharf	40/175	120/240	Incad/Merc Vap	Yes	AB28616501	31	\$223.39	Lantern	Needs updating
Custom House St.	100	120	Metal Halide	No	N/A	2	XXXX	Washington	
Myrtle St.	250	120	Metal Halide	Yes	City Hall	4	XXXX	Esplanade	Green Decorative
Myrtle St.	70	120	Metal Halide	Yes	City Hall	8	XXXX	Esplanade	Green Decorative
Cumberland/ Chesnut	175	120	Metal Halide	No	N/A	3	XXXX	Esplanade	
Lower Chestnut	175	120	Metal Halide	Yes	AB22728084	14	\$113.36	Esplanade	Silver
Somerset/ Pearl	175	120	Metal Halide	Yes	SA57106067	10	\$239.78	Esplanade	Silver
Portland Pier	175	120	Merc Vapor	Yes	SA77846414	8	\$63.99	Nautical	
High / Free	250	120	Metal Halide	No	N/A	3	XXXX	Esplanade	Green Decorative
High / Free	70	120	Metal Halide	No	N/A	6	XXXX	Esplanade	Green Decorative
Custom House / Fore St. (corner)	100	120	Metal Halide	Yes	Private	7	XXXX	Washington	Pd by Building
Fore River Pkwy/ Congress	150	480	HPS	Yes	AB99669129	9	\$194.85	Mongoose	Silver / Mast Arm
Fore River Pkwy (Frederick St)	100	480	HPS	Yes	AB21637477	29	\$191.05	Hallbrook	Green Trail
Veterans Bridge (Controller)	150	120	HPS	Yes	AB21001121	9	\$181.98	Mongoose	Mast Arm
Veterans Bridge /W. Comm.	100	480	HPS	Yes	AB19258963	38	XXXX	Hallbrook	Green Trail
Veterans Bridge /W. Comm.	150	480	HPS	Yes	AB19258963	15	\$426.20	Mongoose	Silver
Longfellow Square	70	120	Metal Halide	No	N/A	4	XXXX	Esplanade	Green Decorative
Monument Square	1000	120/240	Metal Halide	Yes	AB06483167	2	\$110.00	Round Flood	Pierce Atwood
Monument Square	1000	120/240	Metal Halide	Yes	WH7689591	2	\$119.00	Round Flood	Maine Bank & Trust
Monument Square	1000	120/240	Metal Halide	Yes	AB85251348	2	\$125.00	Round Flood	22 Monument Sq
Monument Square	250	120	Metal Halide	Yes	O3433482	6	???	Monument Lts	Monument Sq
Lower Congress St (MMC)	70	120	Metal Halide	No	N/A	22	XXXX	Esplanade	Green Decorative
Thompson Pt. (end of Sewall St.)	150	240	HPS	Yes	AB99526656	5	\$66.17	Mongoose	
Stone St.	250	120	Metal Halide	No	N/A	3	XXXX	Esplanade	Green Decorative
Cumberland/ Preble	70	120	Metal Halide	No	N/A	10	XXXX	Esplanade	Green Decorative
Baxter / Vannah (Controller)	250	120	Metal Halide	Yes	AB18449378	4	\$61.81	Esplanade	Mast Arm
Forest / Bedford (Controller)	150	120	HPS	Yes	61020017	2	\$61.13	Cutoff Luminaire	Mast Arm
Marginal / Preble (Controller)	150	120	HPS	Yes	59105141	2	\$68.74	Mongoose	Mast Arm
Johnson / Skyway (Controller)	150	240	HPS	Yes	77328932	4	\$75.27	Mongoose	Mast Arm
Tommy's Park	100	120	Metal Halide	Yes	SA99043828	3	\$25.00	Granville	Cnr Middle/ Exc.
Center / Fore (Controller)	100	120	Merc Vapor	Yes	LG34779885	2	\$100.28	Small flood	Gorham's Corner
Marginal / Preble	175	120	Metal Halide	Yes		7		Esplanade	Silver
Congress/ MMC	70	120	Met	Yes		20		Esplanade	Green Decorative
Forest Ave (Congress to Cumberland)	250	120	Metal Halide	Yes		9		Esplanade	Green Decorative
Forest Ave (Congress to Cumberland)	70	120	Metal Halide	Yes		18		Esplanade	Green Decorative
Congress St. (front of City Hall)	250	120	Metal Halide	Yes		8		Esplanade	Green Decorative
Federal (Pierce Attwood)	70	120	Metal Halide	Yes		4		Esplanade	Green Decorative
New Veteran's Bridge				Yes		29		Mongoose	Accent Lts (Silver)
New Veteran's Bridge				Yes		18		unk	Bike-way Lts.
Charles St/ MMC						602			

Street Light Inventory - CMP-Leased Units - January 4, 2016

Account Number	Group	Quantity	Type	Wattage	Delivery Cost	Lighting Equipment	Unit Cost	Group Cost
						Cost		
441-149-3430-001	School	3	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$51.18
	School	18	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$314.82
	School	7	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$88.48
	School	18	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$393.84
	School	1	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$21.63
	School	1	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$10.04
	School	1	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$23.37
	School	1	Metal Halide Cut Off	400	\$8.26	\$20.80	\$29.06	\$29.06
	School	1	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$13.61
	School	1	Special Facilities					\$108.11
		52					Group Cost	\$1,054.14
441-149-6480-001	E Pen D	16	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$294.40
	E Pen D	25	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$286.25
	E Pen D	15	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$350.55
	E Pen D	40	Halide Enclosed	100			\$4.14	\$165.60
	E Pen D	23	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$249.32
	E Pen D	3	Metal Halide Flood	250	\$5.42	\$18.71	\$24.13	\$72.39
	E Pen D	4	Halid Spc Esplnd	175	\$3.80	\$28.75	\$32.55	\$130.20
	E Pen D	13	Sodium Decashield	400	\$8.36	\$20.21	\$28.57	\$371.41
	E Pen D	101	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$930.21
	E Pen D	90	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$903.60
	E Pen D	138	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$1,527.66
	E Pen D	194	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$2,452.16
	E Pen D	103	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$1,757.18
	E Pen D	27	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$584.01
	E Pen D	15	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$262.35
	E Pen D	14	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$306.32
	E Pen D	135	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$1,545.75
	E Pen D	39	Halide Enclosed	250			\$9.63	\$375.57
	E Pen D	82	Halide Enclosed	70			\$3.06	\$250.92
	E Pen D	25	Halide Spc Hlbrk	175	\$3.80	\$25.75	\$29.55	\$738.75
	E Pen D	85	Sodium Decashield	25	\$5.42	\$14.35	\$19.77	\$1,680.45
	E Pen D	21	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$225.96
	E Pen D	30	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$408.30
	E Pen D	2	Halid Spc Esplnd	70	\$1.72	\$22.95	\$24.67	\$49.34
	E Pen D	1	Special Facilities					\$577.01
		1241					Group Cost	\$16,495.66

Street Light Inventory - CMP-Leased Units - January 4, 2016

Account Number	Group	Quantity	Type	Wattage	Delivery Cost	Lighting Equipment Cost	Unit Cost	Group Cost
441-149-7680-001	Peaks Isl	223	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$2,238.92
	Peaks Isl	2	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$22.14
	Peaks Isl	2	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$34.98
	Peaks Isl	20	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$215.20
		247					Group Cost	\$2,511.24
441-149-7707-001	LTL DIMND	23	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$230.92
	LTL DIMND	1	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$10.76
		24					Group Cost	\$241.68
441-149-7712-001	GRT DMND	5	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$53.80
	GRT DMND	28	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$281.12
	GRT DMND	4	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$44.28
	GRT DMND	3	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$27.63
		40					Group Cost	\$406.83
441-149-7726-001	Cliff Isl	43	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$431.72
	Cliff Isl		Special Facilities					\$20.94
							Group Cost	\$452.66
441-150-0429-001	W PEN C	67	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$911.87
City Pole	W PEN C	33	Sodm Spc Halbrk	100	\$2.33	\$25.00	\$27.33	\$901.89
	W PEN C	4	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$93.48
	W PEN C	13	Sodm Spc Esplnd	250	\$5.42	\$30.36	\$35.78	\$465.14
	W PEN C	6	Sodium Decashield	400	\$8.36	\$20.21	\$28.57	\$171.42
	W PEN C	381	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$3,509.01
	W PEN C	4	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$87.52
	W PEN C	93	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$933.72
	W PEN C	208	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$2,302.56
	W PEN C	305	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$3,855.20
	W PEN C	82	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$1,398.92
	W PEN C	10	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$216.30
	W PEN C	14	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$244.86
	W PEN C	216	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$2,473.20
	W PEN C	13	Halide Enclosed	250			\$9.63	\$125.19
	W PEN C	26	Halide Enclosed	70			\$3.06	\$79.56
	W PEN C	65	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$744.25
	W PEN C	12	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$220.80
	W PEN C	22	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$236.72
	W PEN C	77	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$834.68
City Pole	W PEN C	4	Sodm Spc Halbrk	100	\$2.33	\$25.00	\$27.33	\$109.32
	W PEN C	1	Metal Halide Flood	400	\$8.26	\$21.77	\$30.03	\$30.03
	W PEN C	1	Area Lighting				\$21.38	\$21.38
	W PEN C	1	Special Facilities				\$671.35	\$671.35
		1658					Group Cost	\$20,638.37

Street Light Inventory - CMP-Leased Units - January 4, 2016

Account Number	Group	Quantity	Type	Wattage	Delivery Cost	Lighting Equipment Cost	Unit Cost	Group Cost
441-150-0434-001	East A	50	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$680.50
	East A	15	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$276.00
	East A	22	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$251.90
	East A	623	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$5,737.83
	East A	134	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$1,345.36
	East A	157	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$1,737.99
	East A	257	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$3,248.48
	East A	44	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$750.64
	East A	2	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$43.26
	East A	8	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$139.92
	East A	8	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$175.04
City Pole	East A	384	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$4,396.80
	East A	86	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$932.24
	East A	41	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$441.16
	East A	3	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$70.11
City Pole	East A	9	Hald Spc EspInd	175	\$3.80	\$28.75	\$32.55	\$292.95
	East A	1	Area Lighting				\$42.12	\$42.12
	East A	1	Special Facilities				\$7,280.50	\$7,280.50
		1845					Group Cost	\$27,842.80
441-150-0448-001	West B	114	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$1,235.76
	West B	7	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$153.16
	West B	17	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$194.65
	West B	16	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$172.16
	West B	1	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$23.37
	West B	535	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$4,927.35
	West B	49	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$491.96
	West B	78	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$863.46
	West B	68	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$859.52
	West B	1	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$17.06
	West B	4	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$69.96
	West B	49	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$561.05
	West B	5	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$68.05
	West B	1	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$18.40
	West B	1	Special Facilities				\$68.09	\$68.09
		946					Group Cost	\$9,724.00
		6096 Fixtures					Total Cost	Per Month
							Per Year	\$79,367.38
								\$952,408.56

CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility
to Municipality
RFP #2917

Current Date: October 25, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

MATTHEW FITZGERALD
PURCHASING MANAGER

We received the following question and are providing a response via this addendum:

- Q. You have included Portland's fixture inventory yet there is no mention of pricing in the RFP document. Please confirm whether or not you are expecting pricing with the response.
- A. The City will review all proposals based on the criteria listed in the RFP document, which do not include price. The review committee will select the firm they feel offers the best solution for the City and enter into negotiations regarding project implementation and cost. We anticipate proposals that offer a variety of project approaches, services, and technology. Consequently, it would be difficult to compare price quotes fairly at this time. Proposers should be aware, however, that the City anticipates a project that offers high value and will closely scrutinize costs at all stages of implementation

Receipt of **Addendum No. 1** to the City of Portland's **RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality** is hereby acknowledged.

COMPANY: _____

NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

**CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917**

Current Date: October 26, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW FITZGERALD
PURCHASING MANAGER**

We received the following question and are providing a response via this addendum:

1. *Are funds for this project budgeted / approved for 2017?*

The City currently has \$100,000 available in the Capital budget for the streetlight project. There are additional funds proposed in next year's capital budget, the amount of which may be adjusted depending on how the City chooses to finance the project. The City is not wed to funding the project with a municipal bond and will explore alternative funding sources that may be proposed.

2. *Who is your utility provider? (We ask this for rebate purposes).*

The investor owned electric utility serving Portland is Central Maine Power.

<http://www.cmpco.com/>

The State efficiency agency is Efficiency Maine: <http://www.efficiencymaine.com/>

Receipt of **Addendum No. 2** to the City of Portland's **RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality** is hereby acknowledged.

COMPANY: _____

NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

**CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917**

Current Date: October 31, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW FITZGERALD
PURCHASING MANAGER**

We received additional questions related to this RFP and are providing a response via this addendum on the next page.

Receipt of **Addendum No. 3** to the City of Portland's **RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality** is hereby acknowledged.

COMPANY: _____

NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917

1. *Can the City please provide an address for delivery of proposal submissions (preferably one that receives FedEx/UPS deliveries)?*

City of Portland
Attn.: Purchasing
389 Congress Street, Room 103
Portland, Maine 04101
(207) 874-8654

2. *Page 5 of the RFP, Section E, Subsection 2 indicates that the City is considering an Energy Savings Performance Contract (ESPC) for this project. Given that street lighting is a measure based on published and regulated rates, as well as the fact that it is a measure in which savings are not impacted by behavior and/or weather (which results in the savings being simple to calculate and achieve), can the City please clarify why it would consider an ESPC for this project? The concern is that that type of contract model would only unnecessarily inflate the cost of this project.*

The City is willing to consider a variety of funding options including Energy Saving Performance Contracting, municipal leasing, bonding, or other approaches. We anticipate exploring these options with respondents and determining which approach is in the best interest of the City.

3. *Page 7 of the RFP, Section 6, third sub-bullet mentions "Reference standards" as an element that needs to be covered in the approach. Can the City please clarify how this is defined and the type of standards it is looking for?*

Regarding the reference to "Reference Standards" on page 7, Section 6 of the RFP: The City is interested in the approach for ensuring the installed lights conform as closely as possible to the Illuminating Engineering Society (IES) Standard for Roadway Lighting (RP-8-14). To the extent that any lights are added to the streetlight inventory (to address lighting deficiencies or to improve service) the new lights should conform to the City's Technical Manual which may be found at:

<http://www.portlandmaine.gov/documentcenter/view/2211>

4. *Page 11 of the RFP, Attachment A - in the second table, the Energy Rate listed for Streetlight Group A is \$0.584. Please confirm that this, in fact, the correct rate for this Group. Compared to the Energy Rate for Streetlight Group B, this seems significantly high.*

The current electrical supply cost for Streetlight Group A is \$0.05835/kWh. The contract for this tranche expires in December 2018. The current electrical supply cost for Streetlight Group B is \$0.0469/kWh. The contract for this tranche expires in December 2019. Please find the attached documents: CAP Group Memo, which shows how the streetlight groups are divided and the total kWh usage for 12 months. CMP Bill Street Light Inventory has been updated to show which supply tranche each Streetlight Group is assigned to.

CompanyName	Address1	CurrentLDCacctNum	UtilityType	TotalkWh	UsageUnits	dtContract	Term	dtExpectedStart	dtRollOver	FixedPrice	Pricing Group
City of Portland	S/L East Penin D	4411496480001	Street Lighting	909293.2581	kWh	19-May-15	36	01-Dec-15	01-Dec-18	0.05835	Street Lighting Group A
City of Portland	Peaks Island	4411497680001	Street Lighting	94470.80645	kWh	19-May-15	36	01-Dec-15	01-Dec-18	0.05835	Street Lighting Group A
City of Portland	S/L East A	4411500434001	Street Lighting	882732	kWh	19-May-15	36	01-Dec-15	01-Dec-18	0.05835	Street Lighting Group A
City of Portland	STREET CLIFF ISL	4411497726001	STLGHT	16107.83871	kWh	19-May-15	36	01-Dec-15	01-Dec-18	0.05835	Street Lighting Group A
City of Portland	West Penin C	4411500429001	Street Lighting	931383.8065	kWh	01-Feb-16	36	01-Dec-16	01-Dec-19	0.0469	Street Lighting Group B
City of Portland	S/L West 8	4411500448001	Street Lighting	342391.871	kWh	01-Feb-16	36	01-Dec-16	01-Dec-19	0.0469	Street Lighting Group B
City of Portland	STREET SCHOOL	4411493430001	STLGHT	69854.3871	kWh	01-Feb-16	36	01-Dec-16	01-Dec-19	0.0469	Street Lighting Group B
City of Portland	STREET GRT DMND	4411497712001	STLGHT	15182.16129	kWh	01-Feb-16	36	01-Dec-16	01-Dec-19	0.0469	Street Lighting Group B
City of Portland	VALLEY ST	4411691345001	STLGHT	1219	kWh	01-Feb-16	36	01-Dec-16	01-Dec-19	0.0469	Street Lighting Group B
City of Portland	STREET LTL DIMND	4411497707001	STLGHT	8989.225806	kWh	19-May-15	36	01-Dec-15	01-Dec-18	0.05835	Street Lighting Group A

Street Light Inventory

CMP Leased Units

1/4/2016

Account Number	Group	Quantity	Type	Wattage	Delivery Cost	Lighting Equipment Cost	Unit Cost	Group Cost	Streetlight Supply Tranche
441-149-3430-001	School	3	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$51.18	Streetlight B
	School	18	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$314.82	Streetlight B
	School	7	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$88.48	Streetlight B
	School	18	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$393.84	Streetlight B
	School	1	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$21.63	Streetlight B
	School	1	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$10.04	Streetlight B
	School	1	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$23.37	Streetlight B
	School	1	Metal Halide Cut Off	400	\$8.26	\$20.80	\$29.06	\$29.06	Streetlight B
	School	1	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$13.61	Streetlight B
	School	1	Special Facilities					\$108.11	
		52					Group Cost	\$1,054.14	
441-149-6480-001	E Pen D	16	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$294.40	Streetlight A
	E Pen D	25	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$286.25	Streetlight A
	E Pen D	15	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$350.55	Streetlight A
	E Pen D	40	Halide Enclosed	100			\$4.14	\$165.60	Streetlight A
	E Pen D	23	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$249.32	Streetlight A
	E Pen D	3	Metal Halide Flood	250	\$5.42	\$18.71	\$24.13	\$72.39	Streetlight A
	E Pen D	4	Hald Spc Esplnd	175	\$3.80	\$28.75	\$32.55	\$130.20	Streetlight A
	E Pen D	13	Sodium Decashield	400	\$8.36	\$20.21	\$28.57	\$371.41	Streetlight A
	E Pen D	101	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$930.21	Streetlight A
	E Pen D	90	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$903.60	Streetlight A
	E Pen D	138	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$1,527.66	Streetlight A
	E Pen D	194	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$2,452.16	Streetlight A
	E Pen D	103	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$1,757.18	Streetlight A
	E Pen D	27	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$584.01	Streetlight A
	E Pen D	15	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$262.35	Streetlight A
	E Pen D	14	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$306.32	Streetlight A
	E Pen D	135	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$1,545.75	Streetlight A
	E Pen D	39	Halide Enclosed	250			\$9.63	\$375.57	Streetlight A
	E Pen D	82	Halide Enclosed	70			\$3.06	\$250.92	Streetlight A
	E Pen D	25	Halide Spc Hlbrk	175	\$3.80	\$25.75	\$29.55	\$738.75	Streetlight A
	E Pen D	85	Sodium Decashield	25	\$5.42	\$14.35	\$19.77	\$1,680.45	Streetlight A
	E Pen D	21	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$225.96	Streetlight A
	E Pen D	30	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$408.30	Streetlight A
	E Pen D	2	Hald Spc Esplnd	70	\$1.72	\$22.95	\$24.67	\$49.34	Streetlight A
	E Pen D	1	Special Facilities					\$577.01	
		1,241					Group Cost	\$16,495.66	

Account Number	Group	Quantity	Type	Wattage	Delivery Cost	Lighting Equipment Cost	Unit Cost	Group Cost	Streetlight Supply Tranche
441-149-7680-001	Peaks Isl	223	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$2,238.92	Streetlight A
	Peaks Isl	2	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$22.14	Streetlight A
	Peaks Isl	2	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$34.98	Streetlight A
	Peaks Isl	20	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$215.20	Streetlight A
		247					Group Cost	\$2,511.24	
441-149-7707-001	LTL DIMND	23	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$230.92	Streetlight A
	LTL DIMND	1	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$10.76	Streetlight A
		24					Group Cost	\$241.68	
441-149-7712-001	GRT DMND	5	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$53.80	Streetlight B
	GRT DMND	28	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$281.12	Streetlight B
	GRT DMND	4	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$44.28	Streetlight B
	GRT DMND	3	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$27.63	Streetlight B
		40					Group Cost	\$406.83	
441-149-7726-001	Cliff Isl	43	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$431.72	Streetlight A
	Cliff Isl		Special Facilities					\$20.94	Streetlight A
							Group Cost	\$452.66	
441-150-0429-001	W PEN C	67	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$911.87	Streetlight B
City Pole	W PEN C	33	Sodm Spc Halbrk	100	\$2.33	\$25.00	\$27.33	\$901.89	Streetlight B
	W PEN C	4	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$93.48	Streetlight B
	W PEN C	13	Sodm Spc Espind	250	\$5.42	\$30.36	\$35.78	\$465.14	Streetlight B
	W PEN C	6	Sodium Decashield	400	\$8.36	\$20.21	\$28.57	\$171.42	Streetlight B
	W PEN C	381	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$3,509.01	Streetlight B
	W PEN C	4	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$87.52	Streetlight B
	W PEN C	93	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$933.72	Streetlight B
	W PEN C	208	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$2,302.56	Streetlight B
	W PEN C	305	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$3,855.20	Streetlight B
	W PEN C	82	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$1,398.92	Streetlight B
	W PEN C	10	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$216.30	Streetlight B
	W PEN C	14	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$244.86	Streetlight B
	W PEN C	216	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$2,473.20	Streetlight B
	W PEN C	13	Halide Enclosed	250			\$9.63	\$125.19	Streetlight B
	W PEN C	26	Halide Enclosed	70			\$3.06	\$79.56	Streetlight B
	W PEN C	65	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$744.25	Streetlight B
	W PEN C	12	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$220.80	Streetlight B
	W PEN C	22	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$236.72	Streetlight B
	W PEN C	77	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$834.68	Streetlight B
City Pole	W PEN C	4	Sodm Spc Halbrk	100	\$2.33	\$25.00	\$27.33	\$109.32	Streetlight B
	W PEN C	1	Metal Halide Flood	400	\$8.26	\$21.77	\$30.03	\$30.03	Streetlight B
	W PEN C	1	Area Lighting				\$21.38	\$21.38	Streetlight B
	W PEN C	1	Special Facilities				\$671.35	\$671.35	Streetlight B
		1,658					Group Cost	\$20,638.37	

Account Number	Group	Quantity	Type	Wattage	Delivery Cost	Lighting Equipment Cost	Unit Cost	Group Cost	Streetlight Supply Tranche
441-150-0434-001	East A	50	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$680.50	Streetlight A
	East A	15	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$276.00	Streetlight A
	East A	22	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$251.90	Streetlight A
	East A	623	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$5,737.83	Streetlight A
	East A	134	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$1,345.36	Streetlight A
	East A	157	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$1,737.99	Streetlight A
	East A	257	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$3,248.48	Streetlight A
	East A	44	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$750.64	Streetlight A
	East A	2	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$43.26	Streetlight A
	East A	8	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$139.92	Streetlight A
	East A	8	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$175.04	Streetlight A
City Pole	East A	384	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$4,396.80	Streetlight A
	East A	86	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$932.24	Streetlight A
	East A	41	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$441.16	Streetlight A
	East A	3	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$70.11	Streetlight A
City Pole	East A	9	Hald Spc Esplnd	175	\$3.80	\$28.75	\$32.55	\$292.95	Streetlight A
	East A	1	Area Lighting				\$42.12	\$42.12	Streetlight A
	East A	1	Special Facilities				\$7,280.50	\$7,280.50	
		1,845					Group Cost	\$27,842.80	
441-150-0448-001	West B	114	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$1,235.76	Streetlight B
	West B	7	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$153.16	Streetlight B
	West B	17	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$194.65	Streetlight B
	West B	16	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$172.16	Streetlight B
	West B	1	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$23.37	Streetlight B
	West B	535	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$4,927.35	Streetlight B
	West B	49	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$491.96	Streetlight B
	West B	78	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$863.46	Streetlight B
	West B	68	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$859.52	Streetlight B
	West B	1	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$17.06	Streetlight B
	West B	4	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$69.96	Streetlight B
	West B	49	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$561.05	Streetlight B
	West B	5	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$68.05	Streetlight B
	West B	1	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$18.40	Streetlight B
	West B	1	Special Facilities				\$68.09	\$68.09	
		946					Group Cost	\$9,724.00	
		6,096	Fixtures				Total Cost	Per Month	\$79,367.38
								Per Year	\$952,408.56

**CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917**

Current Date: November 2, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW FITZGERALD
PURCHASING MANAGER**

We received additional questions related to this RFP and are providing a response via this addendum on the next page. This will be the final addendum issued and we will be unable to respond to any further questions.

Receipt of **Addendum No. 4** to the City of Portland's **RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality** is hereby acknowledged.

COMPANY: _____

NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

**CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917**

QUESTIONS:

1. How does the utility company bill?

For the streetlights currently owned by the utility (Central Maine Power), the City receives a bill for T&D and for the cost of leasing the equipment. (These costs are outlined in the document "Streetlight Inventory" distributed with the RFP and updated in the last addendum.) The City receives a separate bill for electrical supply from a 3rd party supplier. For metered streetlights currently owned by the City, we receive a bill from CMP for T&D and a separate bill for supply.

2. What will be the role of Central Maine Power moving forward?

CMP will be a partner throughout the course of the project. To begin, the City and the selected Contractor will coordinate closely with CMP during the physical inventory and IGA. Determining the length of time each fixture has been in service will be a key component of the audit process. Once the project proceeds to replacing fixtures, CMP requires that their staff or their authorized contractor install a fuse between the new fixture and their line. Having CMP install the new, City-owned equipment while they install the fuse may be option. Upon project completion, CMP will remain the T&D utility distributing power to the lighting equipment but will no longer own it.

3. What is the book value of the existing lighting poles that need to be purchased?

Approximately 6300 of the lights to be replaced during the course of this project are attached to wooden utility poles owned by the utility. We do not anticipate replacing these poles, only replacing the existing lighting equipment. The City currently owns the vast majority of the decorative poles and attached lights. (City owned lights are described in document "City Owned Streetlights") included in the RFP. Proposing firms are advised to familiarize themselves with Maine Public Utilities Commission rulings related to the NBV of the existing lighting fixtures as well as other rulings related to the municipal streetlighting. These are:

September 22, 2014: Docket No. 2013-00448

October 7, 2015: Docket Nos. 2014-00313 and 2014-00317

September 13, 2016: Docket No. 2014-00313

Following the process outlined by the PUC in Docket No. 2014-00313, the selected firm will work with the City and CMP to determine which utility owned lights have been in service for 15 years or more and which have not. This will be necessary to determine the NBV, if any, of the existing lights.

**CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917**

4. Is there a limitation on maximum term of the concession?

There is no defined limit on the term of the concession. The City will negotiate terms with the successful respondent on various aspects of the project as may be proposed.

5. What are the expectations at the end of the contract term? (Build/Operate, Build/Operate/Transfer)

At the end of the project the City anticipates owning, operating, and maintaining the streetlights. If vendors propose additional technologies as part of their proposals the City may consider other models and/or partnerships as well.

6. Does the City have a minority-DBE target?

No, but see section regarding EEO in the boilerplate of the RFP.

7. Are the lights in the city owned garages included in this RFP? I was told they were but I do not see them in the RFP itself.

Yes, the lights in the garages are included. This is referenced in the "Project Background" section of the RFP:

"The City anticipates the scope of work to include upgrading the pole mounted street lights as well as lighting in City parking facilities."

8. How will we know if the proposal was received?

This will be noted on the City's website after the proposals are opened.

9. There are several communications options available. In many cases, municipalities have FCC assigned frequencies (such as 450 MHz) which can be leveraged. Such frequencies often have good range and reliable communications with legal protections preventing others from using those frequencies. Does Portland have any such frequency assignments?

The City has a number of radio frequencies assigned by the FCC. If we were to network the streetlights on any of them we would need to coordinate closely with existing radio users to ensure adequate bandwidth and to avoid interference. They are heavily used.

**CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917**

- 10. Under “Proposal Format” on page 4 of the RFP it states that “Proposals are to be limited to a maximum of 25 “pages” excluding addendums. We are assuming that this is 25 sheets of paper, double-sided (which could be 50 numbered pages of content). Is this correct? Due to the significant amount of information requested, this certainly would have an impact on how we will respond**

Please disregard this requirement on the length of your proposal.

- 11. Were there other questions asked prior to the issuance of the RFP?**

City staff had informal conversations with many firms during the development of the RFP in order to learn how street light conversion projects can leverage a host of smart city technologies. The only question that may not have been specifically addressed is:

Q: Would the City be willing to host pilot projects or demonstrations projects involving new smart city technologies?

A: Yes, as noted in the RFP, the City is open to public/private partnerships that could offer improved or innovative services to our residents and visitors. This could involve demonstrating new services. We would want to review each opportunity on a case by case basis



PRESENTED TO

CITY OF PORTLAND, MAINE

11/9/2016

EXHIBIT B

RESPONSE TO REQUEST FOR PROPOSALS

RFP #2917

CONVERSION OF CITY STREET LIGHT SYSTEM
TO LED FIXTURES AND TRANSFER OF
OWNERSHIP FROM UTILITY TO MUNICIPALITY



PRESENTED BY: TEN CONNECTED SOLUTIONS

TEN Maine

19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 19118

TEN New England

51 Melcher Street
Boston MA 02210

TEN DC/Baltimore

9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

855.429.1010 | tenconnected.com | info@tenconnected.com



PROPOSAL FORM

Request for Proposals –
Conversion of City Street Light System To LED Fixtures and from Utility Owned To
Municipally Owned and Maintained Fixture On Utility Owned Poles
RFP #2917

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: #1, #2, #3, and #4 _____

COMPANY NAME: TEN Connected Solutions, Inc.

AUTHORIZED SIGNATURE: _____

DATE: 11/8/16

PRINT NAME & TITLE: Troy T. Geanopulos, Chief Executive Officer

ADDRESS: 19 Yarmouth Road, New Gloucester, ME 04260 and 1501 Reedsdale Street, Ste. 401, Pittsburgh, PA 15233

EMAIL ADDRESS: troy.geanopulos@tenconnected.com

PHONE NUMBER: 412-576-5002 FAX NUMBER: 412-429-8889

TYPE OF ORGANIZATION-PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER: Corporation

STATE OF INCORPORATION: Delaware

FEDERAL TAX IDENTIFICATION NUMBER (Required): 81-3028722

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility
to Municipality
RFP #2917

Current Date: October 25, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

MATTHEW FITZGERALD
PURCHASING MANAGER

We received the following question and are providing a response via this addendum:

- Q. You have included Portland's fixture inventory yet there is no mention of pricing in the RFP document. Please confirm whether or not you are expecting pricing with the response.
- A. The City will review all proposals based on the criteria listed in the RFP document, which do not include price. The review committee will select the firm they feel offers the best solution for the City and enter into negotiations regarding project implementation and cost. We anticipate proposals that offer a variety of project approaches, services, and technology. Consequently, it would be difficult to compare price quotes fairly at this time. Proposers should be aware, however, that the City anticipates a project that offers high value and will closely scrutinize costs at all stages of implementation

Receipt of Addendum No. 1 to the City of Portland's RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality is hereby acknowledged.

COMPANY: TEN Connected Solutions, Inc.

NAME: Patrick Regan

SIGNED BY: Patrick Regan DATE: 10/28/16

PRINT NAME & TITLE: Patrick Regan, VP Streetlighting and Smart

ADDRESS: Local ofc. 19 Yarmouth Drive, New
Gloucester, ME 04260

ZIP CODE

HQ: 1501 Reedsdale Street, Suite 401
Pittsburgh, PA 15233

CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917

Current Date: October 26, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

MATTHEW FITZGERALD
PURCHASING MANAGER

We received the following question and are providing a response via this addendum:

1. *Are funds for this project budgeted / approved for 2017?*

The City currently has \$100,000 available in the Capital budget for the streetlight project. There are additional funds proposed in next year's capital budget, the amount of which may be adjusted depending on how the City chooses to finance the project. The City is not wed to funding the project with a municipal bond and will explore alternative funding sources that may be proposed.

2. *Who is your utility provider? (We ask this for rebate purposes).*

The investor owned electric utility serving Portland is Central Maine Power.

<http://www.cmpco.com/>

The State efficiency agency is Efficiency Maine: <http://www.efficiencymaine.com/>

Receipt of **Addendum No. 2** to the City of Portland's **RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality** is hereby acknowledged.

COMPANY: TEN Connected Solutions, Inc.

NAME: Patrick Regan

SIGNED BY: Patrick Regan DATE: 10/28/16

PRINT NAME & TITLE: Patrick Regan, VP Street Lighting and

ADDRESS: Local ofc. 19 Yarmouth Drive, Suite 301 Smart Cities

New Gloucester, ME 04260

HQ: 1501 Reedsdale Street, Suite 401 ZIP CODE

Pittsburgh, PA 15233

**CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917**

Current Date: October 31, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW FITZGERALD
PURCHASING MANAGER**

We received additional questions related to this RFP and are providing a response via this addendum on the next page.

Receipt of **Addendum No. 3** to the City of Portland's **RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality** is hereby acknowledged.

COMPANY: TEN Connected Solutions, Inc.

NAME: Patrick Regan

SIGNED BY: Patrick Regan DATE: 10/31/16

PRINT NAME & TITLE: Patrick Regan, VP Street Lighting and Smart

ADDRESS: Local ofc. 19 Yarmouth Drive, New Cities
Gloucester, ME 04260

ZIP CODE

HQ: 1501 Reedsdale Street, Suite 401
Pittsburgh, PA 15233

CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917

Current Date: November 2, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

MATTHEW FITZGERALD
PURCHASING MANAGER

We received additional questions related to this RFP and are providing a response via this addendum on the next page. This will be the final addendum issued and we will be unable to respond to any further questions.

Receipt of **Addendum No. 4** to the City of Portland's **RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality** is hereby acknowledged.

COMPANY: TEN Connected Solutions, Inc.

NAME: Patrick Regan

SIGNED BY: Patrick Regan DATE: 11/2/16

PRINT NAME & TITLE: Patrick Regan, VP Street Lighting and Smart

ADDRESS: Local ofc. 19 Yarmouth Drive, Suite 301, Cities

New Gloucester, ME 04260

HQ: 1501 Reedsdale Street Suite 401 ZIP CODE
Pittsburgh, PA 15233



Contents

A. Cover Letter	4
B. Company Profile	5
C. Key Personnel	10
D. References	13
E. Approach	21
1. Audit	23
2. Financial Stability and Capability	28
3. Design	29
4. Project Management	34
5. Technology Procurement	39
6. Installation & Maintenance	46
7. Construction Administration	50
8. Acquisition of Street Lights	52
9. Rebate/Incentives	53
F. Value Added Services	54
G. Additional Information	55
H. Project Schedule	56

Attachment 1: Key Personnel Detailed Resumes/CVs

Attachment 2: City of Baltimore Street Lighting Upgrade Project Bi-weekly Report dated October 28, 2016

Attachment 3: City of Harrisburg Case Study

Attachment 4: Project Photo Gallery



A. Cover Letter

November 9, 2016

Mr. Matthew Fitzgerald
Purchasing Manager, City of Portland
389 Congress St.
Portland, Maine 04101

Dear Mr. Fitzgerald:

On behalf of TEN Connected Solutions, Inc., a wholly owned subsidiary of The Efficiency Network, Inc. (TEN), I am pleased to present you with TEN's response to the City of Portland's Request for Proposals – Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality (RFP #2917). The intent of our response is to highlight our experience and to show why TEN is the best choice to help the City of Portland complete its visionary street lighting and smart cities project. TEN is one of the nation's industry-leading companies helping 21st Century cities, like Portland, implement groundbreaking LED street lighting conversions and Smart Cities technology integration solutions. TEN Connected's street lighting and smart cities' solutions deliver lower costs, better lights, safer streets and brighter, more beautiful city neighborhoods.

TEN Connected has actively worked on developing solutions for more than 200,000 street lights across the United States. Our proven approach has helped cities save millions of dollars annually on utility bills while dramatically reducing energy and maintenance costs and while creating new revenue streams.

As a technology and vendor neutral company, TEN Connected Solutions' approach for Portland will be to vet available technologies and present the best and most applicable products to City leadership. TEN Connected will work with the City of Portland during each step of the project – from audit, to contract, and installation – to develop, plan, and execute a conversion of the street lighting systems, using state-of-the-art technologies including the implementation of smart cities' technologies. Additionally, TEN Connected will deliver a 100% accurate audit in terms of locating and identifying, by GPS, each street lighting system asset.

TEN Connected has the expertise, experience, and national network of partners in place to deliver a world-class lighting project for the City of Portland. The information contained in this proposal accurately describes the services to be provided.

We thank you for the opportunity to submit this response and we look forward to working with you.



Troy T. Geanopulos, CEO



B. Company Profile

Company Description

TEN Connected Solutions, Inc. (TEN Connected), a wholly-owned subsidiary of The Efficiency Network, Inc. (TEN), is one of the nation's industry-leading LED street lighting design, conversion, and Smart Cities technology integration companies. TEN Connected's smart street lighting solutions deliver lower costs, better lights, safer streets and brighter, more beautiful communities.

Headquartered in the Commonwealth of Pennsylvania, in the City of Pittsburgh, TEN has been in the energy-efficiency and smart city solutions business since its incorporation in February, 2012, and has operated under this firm name for nearly five years. In addition to our Pennsylvania headquarters, TEN Connected also has offices in New Gloucester, Maine, Washington DC/Baltimore area, Philadelphia, PA, and Boston, MA.

Proudly, and specifically to assist cities and towns in Maine to acquire their street lighting systems to convert to LED, TEN Connected has established our local office at 19 Yarmouth Drive, Suite 301, located on the Pineland Business Park Campus in Gloucester, a mere 20-minute drive from the City of Portland.

TEN Connected – Maine (Pineland Business Park Campus)
19 Yarmouth Drive, Suite 301
New Gloucester, ME 04260

For the purposes of the City of Portland, TEN Connected Solutions' Project Management team will be based out of our Maine office to ensure a closely monitored, managed, and successful project.

It is important to note that TEN's in-house team has designed and implemented over \$700 million in energy efficiency projects for a multitude of customers over the past several decades. And TEN's seasoned professionals have, in the past, worked in material roles for some of the country's most well-known energy efficiency companies, including TEN, Siemens, Johnson Controls, NORESKO, Opterra, Chevron, and Constellation An Exelon Company.

TEN Connected's commitment to offering street lighting and Smart City technology solutions is evident based on the credentialed, high-caliber team assembled at TEN Connected to provide world-class energy efficiency projects – including a significant focus on performance contracting which encompasses, to a large degree, municipality-wide roadway and street lighting LED conversions, city and college-owned parking facility upgrades, as well as smart energy efficiency projects. This is our exclusive focus. There are few, if any, energy and utility situations TEN Connected has not already encountered and successfully addressed (even most recently) for other street lighting clients such as the cities of Scranton, PA, Baltimore, MD, Harrisburg, PA and Bethlehem, PA.

Experience and Performance Capabilities



In addition to substantial energy performance contracting design and implementation experience, and the significant references of TEN's team, TEN itself carries with it the Qualified Energy Service Company (ESCO) Certification by the United States Department of Energy (DOE). This designation is proof of expertise and experience through a rigorous DOE qualification process and allows TEN to perform Energy Savings Performance Contracting (ESPC) at Federal agencies.



Similar/Current Projects Underway

Project	Client/Owner	Number of Street Lights Converted	Value
City of Baltimore, MD	City of Baltimore, Maryland	7,000	\$3.2 million
City of Bethlehem, PA	City of Bethlehem, Pennsylvania	5,400	\$3.8 million
City of Harrisburg, PA	City of Harrisburg, Pennsylvania	6,000+	\$3.6 million
City of Scranton, PA	City of Scranton, Pennsylvania	6,000+	\$4.0 million

Experience developing projects that conform to relevant state laws, local standards, and local Public Utility Commission rules.

1. The City of Baltimore, MD selected TEN to serve as its design and construction management representative to the local utility company, Baltimore Gas & Electric (BGE) to manage their extensive street lighting conversion to LED, beginning with a Phase I asset inventory audit and conversion of approximately 7,000 fixtures to LED which are in 17 high-crime zones designated by the City. Enhanced public safety/homeland security is the primary focus of Baltimore's Phase I project. So much so, that the City asked TEN to evaluate and recommend fixtures best suited to have the ability to "overdrive them" in these areas to shine a light on potential criminal activity – with the added feature to be able to dim the LED in the future if necessary, as well as to be able to troubleshoot maintenance from a centralized location. The project conformed to all relevant state laws, local standards, and local Public Utility Commission rules.

2. The City of Bethlehem, PA selected TEN to replace 5,400 of the City's existing High Pressure Sodium (HPS) street lamp fixtures with 60% more efficient LED fixtures. TEN's Bethlehem project represented, at the time of completion, the largest and most comprehensive city-wide LED street light conversion project completed in Pennsylvania, including pilot projects that already had been completed in Philadelphia and Pittsburgh – only to be eclipsed by TEN's conversion of all the street lighting in the City of Harrisburg, PA (6,000+ fixtures) to LED to be handed over to Harrisburg at the end of December 2016. In Bethlehem, TEN served as designer, project manager, and primary point of contact between Bethlehem and TEN's local project installer and the fixture manufacturers. Bethlehem chose Philips for their cobra heads as the result of a highly competitive bid process that drove project costs down, facilitated by TEN. The project conformed to all relevant state laws, local standards, and local Public Utility Commission rules.

3. In the City of Harrisburg, PA, TEN completed the design and installation of more than 6,000 new roadway cobra head and decorative LED fixtures – this process also included a period of public feedback, where the local public was invited to view and vote on the shortlisted LED cobra head fixtures. In addition to an Asset Inventory Audit, TEN is also completing an extensive historical analysis of utility billing for the streetlight system to determine any overcharges paid by Harrisburg to PPL Electric Utilities – known as TEN's Overcharge Lookback Audit. To the extent that any overcharges are revealed, TEN will facilitate return of those payments to Harrisburg for as many years as permitted under applicable law. TEN's process for Harrisburg also minimized the use of project contingencies which then afforded the City of Harrisburg the ability to include more decorative, color-changing LED bridge lighting designed and installed by TEN under the same contract.

Picture shown is TEN installing LED bridge under-lighting for the City of Harrisburg in November, 2016. The LEDs have controls and will be programmed for 26 different color sequences for special occasions such as Red, White and Blue for the 4th of July. This is the "icing-on-the-cake" as 6,000+ streetlights already have been installed across the City.





4. Recently, TEN and the **City of Scranton, PA** entered into a contract for TEN to convert Scranton's 6,000+ streetlights (cobra heads and decoratives) to state-of-the-art LEDs. Scranton selected TEN in a competitive process over Siemens, Johnson Controls and SmartWatt. The project includes the installation of a front-end controls package, as well as the refurbishment (sandblasting and painting) of approximately 300 decorative poles throughout the city. TEN is also in the process of bringing forward, for the City's consideration, a smart media revenue-generating solution estimated to provide the City with more than \$2 million in income in the first five years at no additional costs.

Utility Billing Structures & Street Light Acquisition Experience

Due to TEN Connected's contracts with cities like Bethlehem and Harrisburg (both served by Pennsylvania Power and Light - PPL) and Baltimore (served by Baltimore Gas & Electric – BGE) for their LED streetlight conversion projects, TEN Connected has become intimately familiar with utility street light billing structures. Furthermore, TEN's work with the City of Baltimore requires TEN Connected not only to design and project manage Baltimore's LED streetlight conversion project, but specifically includes the technical analysis of Baltimore's BGE utility billing structure, including utility bill reconciliation. TEN Connected is confident that we will be able to provide this same comprehensive level of understanding, experience, and successes to the City of Portland.

In addition, TEN Connected has dedicated staff through its network, who have previously held senior roles in the street lighting divisions of Northeast Utilities and Connecticut Light & Power. This expertise has facilitated repayment of utility overcharge refunds for municipal clients in CT and MA, most recently \$1.3 million to Springfield, MA.

Rebate & Incentive Optimization

TEN will undertake careful planning to optimize and obtain maximum value of any and all incentives available, including those available from Central Maine Power / Efficiency Maine. Later on in this response, TEN specifically projects the rebates currently available to Portland for this project.

TEN's street lighting projects have garnered significant rebates for the Cities of Bethlehem, PA and Harrisburg, PA, and TEN anticipates the same success for the City of Scranton, PA. It is important to note that TEN does not look to "participate" in the rebate funding amount allocated to the project, and any rebates or incentives will be paid directly to the City of Portland throughout the project.

Below is the amount of rebates/incentives obtained by TEN for our recent customers.

TEN Customer	Rebate Program	Rebate Obtained* & Paid Directly to TEN Customer
City of Bethlehem, PA	Act 129 PA (PPL)	\$224,000
City of Harrisburg, PA	Act 129 PA (PPL)	\$385,000
City of Scranton, PA	Act 129 PA (PPL)	\$234,000 (*estimated)

In the case of Harrisburg, PA, TEN initially projected the rebate amount for Harrisburg to be \$285,000. However, throughout the process, TEN was able to obtain \$100,000 more than initially estimated because of our significant team effort. In the end, TEN was able to work with the utility to convince them to use more realistic operating hours of 4,300 hours vs. 3,883 for treatment as street lighting rather than the exterior lighting. Additionally, TEN ensured that omni-directional LED decorative lights would be "DLC" listed.



Examples of Acquisition

Recently, TEN Connected assisted the City of Harrisburg, PA in the acquisition of hundreds of street lights from the large, regional electric utility provider, PPL. In addition, by working with TEN Connected to complete a detailed inventory audit and installing a wireless controls system for the new LED street lights, the City now had the data to dispute any past billing discrepancies and negotiate with the utility for fair and accurate acquisition prices.

Fundamentally, based on significant experience and technical expertise, TEN Connected will deliver to the City of Portland a customized Audit Report showing costs, savings and payback (both simple and with any incentives included) for the LED streetlight retrofit. There are few, if any, energy and utility situations TEN Connected has not already encountered and successfully addressed for other street lighting clients - specifically including successfully applying for rebates, administering the process for, applying for, and obtaining confirmation of corrected billing for newly installed wattages from the utility, obtaining refunds for overcharges related to street lights that no longer exist, and reconciling each and every street lighting utility bill.

Deploying Smart City and Internet of Things (IoT) Technology

TEN Connected Solutions' core business is converting street lighting to LED technology and positioning cities for the future through integrating smart cities technology – including those that generate revenue for cities. In each of TEN Connected Solutions' past projects, our team has worked with city leadership to make the street lighting system “future-ready” for smart city and IoT technology implementation. Streetlights and the poles they are supported by are valuable real estate and by converting the system to LEDs and investing in a wireless controls system, cities now can use the savings – if they so choose – to begin to think about smart cities solutions.

Below are specific examples of TEN's experience deploying smart city and IoT technology as part of LED street lighting projects:

- **Baltimore, MD:** As part of Baltimore's conversion of 7,000 streetlights to LED technology (Phase I of 33,000) TEN recommended that Baltimore acquire fixtures with a built-in base capable of accepting a 7-pin NEMA connector to accept either a photocell or intelligent wireless controls node for the purpose of turning fixtures on/off, dimming fixtures, and troubleshooting for maintenance, as well as the ability to increase light levels in high crime areas.
- **Harrisburg, PA:** TEN has completed the conversion of 6,000+ streetlights to LED as well as the installation of a wireless controls system, resulting in more than \$500,000 in annual energy savings, monitored by a centralized front-end system.
- **Bethlehem, PA:** TEN replaced 5,400 of the City's existing High Pressure Sodium (HPS) street lamp fixtures with 60% more efficient LED fixtures complete with an intelligent wireless controls system retrieving data from the streetlights and sending it back to a front-end system.
- **Scranton, PA:** TEN is currently under construction converting Scranton's 6,000+ streetlights to LED. As part of the project, in addition to installing intelligent wireless controls on all cobra head streetlights, TEN is installing a smart media system to generate City revenue and better connect visitors and local residents to activities and information in the area. The system includes wireless mobile beacons providing free Wi-Fi in addition to a Scranton-specific app delivering special offers around the City, as well as important information and notifications provided by the City.

In addition to Scranton, TEN Connected is working with the cities of Baltimore and Harrisburg, to implement smart city kiosks. The kiosks, like similar devices currently being used in New York City and Kansas City, will connect



visitors, residents, and businesses to local attractions, city services, and public information while generating revenue for each city.

Smart Cities' Partnerships and Approach

TEN Connected Solutions is not an equipment manufacturer and as such allows us to be vendor neutral to the benefit of the City of Portland. This also allows TEN Connected to maintain a competitive process through final design to maximize value for the City, both in terms of fixture costs, labor costs, maximizing post-installation warranties and minimizing long-term life cycle costs.

TEN Connected has a proven process to administer an additional competitive bidding process amongst a short list of City-approved LED fixture manufacturers for improving the cost and warranty terms for the City. Sample areas, using short-listed products, can also be provided to the City of Portland. In the City of Harrisburg, 2 fixtures each of equivalent wattages from five (5) manufacturers were installed by TEN along a stretch of city roadway for purposes of visual inspection and comparison in furtherance of final product selection.

With TEN Connected's competitive platform, not only will the City of Portland have final approval of the high-quality LED luminaires included in the competitive process, but the City will also have final approval of the product chosen for installation by having procured this project through a competitive performance contract process.

As one of the nation's industry-leading LED street lighting conversion companies, TEN Connected has established significant relationships with world-class LED fixture and controls manufacturers, and Smart City and Smart Media platform providers, and TEN Connected has been able to work diplomatically with each of them, specifically (but not exclusively) with the following:

Past Technology Partnerships Description	Experience and Value Add
Eaton/Cooper Lighting	(Harrisburg Project) LED cobra heads and decorative streetlights
GE, CREE, Holophane, Philips	(Shortlisted fixtures for the Cities of Harrisburg, Bethlehem, and Scranton)
TELENSA Controls	(Harrisburg Project)
Truly Green Lighting	(Harrisburg & Scranton Projects)
Philips Lighting	(Bethlehem Project)
City Touch Controls	(Bethlehem Project)
CIMCON Controls	(Scranton Project)
Leotek Lighting	(Baltimore Project)
Intellistreets	(Smart Lighting Platform/Rev Generation Vendor)
Smart City Media, LLC	(Smart Media Platform proposed for Scranton/Harrisburg Projects)



C. Key Personnel

TEN Connected's team below consists of industry veterans that have up to 25 years of experience in the energy services industry. Our company was created to offer energy efficiency under an altogether different price level and with economic terms to create unmatched value for our clients. It is important to note again that, although TEN's name might not be familiar in Maine, TEN's key personnel (and some who are directly assigned to this project) have worked for leading energy services companies such as TEN, Constellation An Exelon Company, NORESO, Johnson Controls, Siemens, Opterra, Chevron and others. Additionally, members of our street lighting team have successfully completed parking facility upgrades for cities and large universities such as, most recently, Pennsylvania State University and Temple University. **Individual experience and resumes for TEN Connected's Street Lighting Team may be found in Attachment 1: Key Personnel Detailed Resumes/CVs.**

When it comes time for installation, TEN Connected's dedicated project delivery staff of experienced project and construction managers specialize in delivering guaranteed, efficient technology solutions as planned on budget and on time. After TEN Connected has competitively procured all luminaires, other materials, and control system components (approved by the City during the design phase), the installation can begin. TEN Connected's project management is key to a quality installation, and we guarantee that there will be accountable TEN Connected employees assigned to this project throughout the installation, as follows:

Patrick Regan, Esquire – VP, Business Development

Patrick leads the TEN Connected Solutions business development team. Patrick has spent almost a decade as a pioneer in helping visionary governments design, finance and implement energy efficiency and connected street lighting solutions and Smart Cities technology projects. Patrick is TEN's primary contact person responsible for coordinating all of TEN's resources, as well as contract negotiations. Patrick has a valuable combination of skills and experience, including being a licensed attorney, which enables him to understand and discuss customer contractual needs and requirements, as well as extensive hands-on experience in recognizing customer financing strategy and needs, including presentation and analysis of various project funding options to determine those best suited for a customer's project. Over the past several years, Patrick has had the direct responsibility for coordinating the delivery of over \$60 million in energy efficiency measures, including thousands of LED street lights. Patrick received a BA from Boston College and his JD from Duquesne University School of Law.

Olivia Benson - Program Manager, Street Lighting / Smart Cities Technology Solutions

Olivia has worked in City government and understands the importance of meeting stakeholder goals at each step of the way. Olivia will assist in the overall development and management of the project and will manage project-related communications to ensure effective coordination and ultimately is responsible for the City's overall satisfaction with the project. After graduating from Carnegie-Mellon University, Olivia served as a policy director for the City of Pittsburgh where she managed and designed community-focused programming for city-wide implementation and led public affairs outreach strategies and education initiatives, while at the same time obtaining two master's degrees – an MS in Public Policy from the University of Pennsylvania and an MBA from Point Park University. As it relates to street lighting, Olivia is the Program Manager for TEN's conversion of over 6,000 streetlights to LED in the City of Harrisburg, PA, over 6,000 streetlights to LED in the City of Scranton, PA, and 900 streetlights in the Borough of Middletown, PA, including the integration of meaningful outreach strategies to support and exceed customer expectations.

Mike Schneider, LC, CLEP, CPM – Director of Design

Mike researches, designs, and oversees for TEN Connected the testing and installation of high-quality, cost-effective lighting projects along with various other energy saving and capital improvement projects. His extensive



field experience allows him to apply and revise designs in order to best meet all unique situations. Having worked with nearly 60 lighting manufacturers, Mike knows the lighting products, how they work, and the best applications for each option. Mike currently serves as an advisory member on the Illuminating Engineering Society of North America's (IESNA) Energy Management Committee and Industrial Lighting Committee. In addition, Mike is a Lighting Certified Professional (LC) by the National Council of Qualifications for the Lighting Professions, and a Certified Lighting Efficiency Professional (CLEP) by the Association of Energy Engineers. Mike was directly responsible for assisting the Cities of Bethlehem, Baltimore, Harrisburg, and Scranton in analyzing the efficiency and characteristics of several world-class LED fixtures for possible selection, and Mike will serve in this same lead design role for the City of Portland. In addition, Mike has extensive experience researching, designing and overseeing the installation of parking garage and concourse lighting projects, including most recently LED lighting conversions at Penn State University's Beaver Stadium, and two parking garages at Temple University.

Joseph Statler - Director of Installation

Joe has a 13-year record of success overseeing all phases of multimillion-dollar construction, infrastructure, efficiency, street lighting and environmental projects for government, public housing and private-sector clients. Joe is an outstanding professional who has extensive experience in supervising and managing energy efficiency programs and policy planning initiatives. Joe is directly responsible for the success of TEN's conversion of 5,400 street light fixtures to LED in the City of Bethlehem, PA and Joe's TEN Connected team currently is managing TEN's LED street lighting upgrade projects in the cities of Baltimore, Harrisburg and Scranton, and will oversee project management for this project. In addition to a successful track record converting thousands of city streetlights to LED, Joe also has overseen and has been responsible for installation of millions of dollars of parking garage lighting upgrades, particularly for hospitals and colleges.

Bobby Hall - Project Manager

Bobby is responsible for all onsite project management and subcontractor supervision during construction. He will ensure the worksite is safe and supervised in an effective and efficient manner. He will be the field supervisor during the lighting upgrade and as needed for the length of the project.

Greg Lok, PE, CEM – VP, Technology and Engineering

Greg is an energy management, technology and controls specialist developing individual projects, managing customer expectations with respect to technology selections, and making sure that engineering development meets the specific needs outlined by the customer. Greg is responsible for the lighting controls integration for the Cities of Bethlehem, Harrisburg and Scranton LED conversions, and will have primary responsibility for the City of Portland's controls integration, as well as performance monitoring (Measurement & Verification). Greg is a licensed Professional Engineer.

All project plans go through a final approval process with TEN Connected's executive team:

Troy Geanopulos - CEO, The Efficiency Network, Inc. (TEN) & TEN Connected Solutions

Troy has founded and co-founded several energy efficiency companies over the past 25 years, including TEN and TEN Connected Solutions. The foundation for each of these companies has been respect for customer and partner relationships and the ability to recognize and adjust to market trends. For Troy, perhaps the most exciting aspect is the TEN ability to bring new technologies to the table in a way that will help customers improve their organizations. By doing so, he expects TEN to stimulate local economies worldwide and make a lasting positive impact on the environment. Troy has a BA from Dickinson College and has participated in the Entrepreneurial Leadership Forum through the Tepper School of Business at Carnegie Mellon University. He is very active in the Pittsburgh community, currently serving or having served on several non-profit boards.



Rob Campbell, PE, MBA - President, The Efficiency Network, Inc. (TEN) & EVP, TEN Connected Solutions

Rob is an energy efficiency expert, a proven-effective team leader with more than 25 years of industry experience. At TEN Connected, Rob is responsible for all internal operations, systems, and processes. He provides oversight to the financial, engineering, information technology and construction teams. Before co-founding TEN, Rob was the Vice President of Constellation New Energy's Projects and Services Group. Rob is a licensed Professional Engineer and holds a BS in Mechanical Engineering from the University of Toronto and an MBA from Tepper School of Business at Carnegie Mellon University.

Following is a comprehensive list of all services that TEN Connected performs in-house with our own employees.

- Street Light System Inventory Audit
- Utility Bill Auditing & Analysis
- Utility Overcharges Analysis
- Street Lighting System Procurement Financial Analysis
- Street Lighting and Roadway Engineering & Design
- Competitive Procurement/Supply of Equipment from Vendors and Manufacturers
- Construction Management
- Monitoring and Verification (M&V)
- Guaranteed Energy Savings
- Project Opportunity Identification & Recommendation
- Energy Savings Calculations, including Payback Analysis
- Project Cost Estimating
- Subcontractor Bid Solicitation & Evaluation
- Contractor Site Supervision
- Commissioning
- Smart Cities Technology Evaluation & Integration
- Rebate & Incentive Application & Administration
- Project Financial Analysis
- Warranty/repair Administration

D. References

All projects listed below were completed by TEN Connected Solutions personnel. Detailed project descriptions are found later in this section.

Project Reference - City of Baltimore, MD LED Street Lighting Conversion

The **City of Baltimore** selected TEN to manage their latest street lighting conversion to LED, beginning with a Phase I asset inventory audit and conversion of approximately 7,000 fixtures to LED which are located in 17 high-crime zones designated by the City. Enhanced

public safety/homeland security is the primary focus of Baltimore's Phase I project. So much so, that the City asked TEN to evaluate and recommend fixtures best suited to "overdrive them" in these areas to shine a light on potential criminal activity – with the added feature to be able to dim the LED in the future if necessary.

In Baltimore, TEN is serving as project manager, designer, fixture evaluator, and primary point of contact between Baltimore and the local project installer and fixture manufacturer, as well as Baltimore's liaison with the local utility, Baltimore Gas & Electric (BGE). As part of the project, TEN completed and delivered an LED performance characteristics report to the City and, based on the report and consultation with TEN, Baltimore selected the fixture (manufactured by Leotek) that is currently being installed under TEN's supervision and project management.



Baltimore Before – HPS Cobra Head Luminaires



Baltimore After – LED Cobra Head Luminaires

Contact Information:

Brent Hooper
Street Lighting Superintendent
City of Baltimore
Department of Transportation
(410) 396-1311 (office)
brent.hooper@baltimorecity.gov

Project Summary

Total Fixtures Replaced	7,000+
Total Dollar Value of Contract Cost	\$3.5 million
Installation Subcontractor(s):	Baltimore Gas and Electric (BGE) Subcontractor
Annual Cost Savings (year 1)	\$160,000
Annual Electric Savings	584,000 kWh
Tons of CO ₂ Saved Annually	906,000



Project Reference - City of Bethlehem, PA LED Street Lighting Conversion

The **City of Bethlehem** selected TEN to replace 5,400 of the City's existing High Pressure Sodium street lamp fixtures with 60% more efficient LED fixtures. At the time, this project represented the largest and most comprehensive city-wide LED street light conversion project completed to date in Pennsylvania, including pilot projects already completed in Philadelphia and Pittsburgh. It is now the second largest and most comprehensive LED streetlight conversion project in Pennsylvania, after TEN's Harrisburg, PA project. TEN acted as project manager, designer and primary point of contact between Bethlehem and TEN's local subcontractor and the fixture manufacturer. Bethlehem chose Philips fixtures as the result of a highly competitive bid process facilitated by TEN.



Contact Information:

Michael Alkhal, P.E.
City of Bethlehem
Director of Public Works, & City
Engineer
610-865-7050
malkhal@bethlehem-pa-gov

Project Summary

Total Fixtures Replaced	5,400+
Funding Source	PNC (tax-exempt lease)
Installed Cost	\$3,804,093
Annual Cost Savings (year1)	\$472,579
Annual Electric Savings	2,042,262 kWh
Tons of CO ₂ Saved Annually	2,822,000 Pounds
Payback after Incentive (yrs.)	7.6 years
Contract Term (length of guarantee)	10 years
Rebate Secured for the City	\$224,000 (Act 129 PPL Electric Utilities)
Procurement Vehicle	PA Guaranteed Energy Savings Act (Act 39)

TEN requested a reference from the City of Bethlehem and here is what Mike Alkhal, P.E., Director of Public Works and City Engineer for the City of Bethlehem, had to say:

"TEN has played a significant role in implementing our City of Bethlehem lighting project with skill, professionalism, and energy. The professionalism in gaining an understanding of the requirements of the project, follow-up, and the coordination of existing contractors was outstanding."

"Their professional approach to project management, responsiveness, coordination and communication along with the timeliness of output ensured that I would recommend TEN's projects team. It has been a pleasure working with them at all levels. Deadlines were met and communication, with the appropriate people, in both verbal and written form, was of high quality."



"The project diligently addressed our community member's concerns and emphasized public safety to the highest level. The aesthetic appearance of the Historic District was a high priority and TEN conscientiously worked with the historic district's non-profit organization and the City to meet their needs, not only to meet their visual goals but to stay within the confines of the project budget."

Michael Alkhal, P.E., City of Bethlehem

Project Reference - City of Harrisburg, PA LED Street Lighting Conversion

TEN was selected by the **City of Harrisburg** over 10 other companies (including a shortlist of Johnson Controls, Siemens, and Honeywell) to convert the City's street lighting system to state-of-the-art LEDs. Now substantially complete except for LED lighting being installed on 2 bridges, the project encompasses well over 6,200 fixtures, and took about 6 months to install and commission the cobra heads and decorative fixtures.



TEN delivered to Harrisburg as part of the project a comprehensive asset inventory audit of the entire street lighting system, loaded onto Harrisburg's GIS system. By the end of this year, all the roadway and street lighting in Pennsylvania's state capital owned by the city, including bridge lighting, will be illuminated with LEDs, including a controls system capable of, at a minimum, dimming fixtures, troubleshooting maintenance, locating each fixture by GPS, and monitoring energy usage from a centralized location.

Contact Information:

Wayne Martin, P.E.
City Engineer
City of Harrisburg
717-315-4255
wsmartin@cityofhbg.com

Project Summary

Total Fixtures Replaced	6,000+
Funding Source	M&T Bank (tax-exempt lease)
Initial Cost Estimate	\$2.8 million
Installed Cost	\$3.6 million
Annual Cost Savings (year.1)	\$510,333.00
Tons of CO ₂ Saved	5,736,872 Pounds
Simple Payback	7 years
Estimated Rebate Incentive	\$277,374
Procurement Vehicle	PA Guaranteed Energy Savings Act (Act 39)
Date Started	2015
Date Completed	To be Fully Completed & Commissioned December 2016

As part of TEN's audit in Harrisburg, the following data was collected in preparation of the conversion:

TEN Asset Inventory Audit Data Set for Harrisburg, Pennsylvania LED Street Lighting

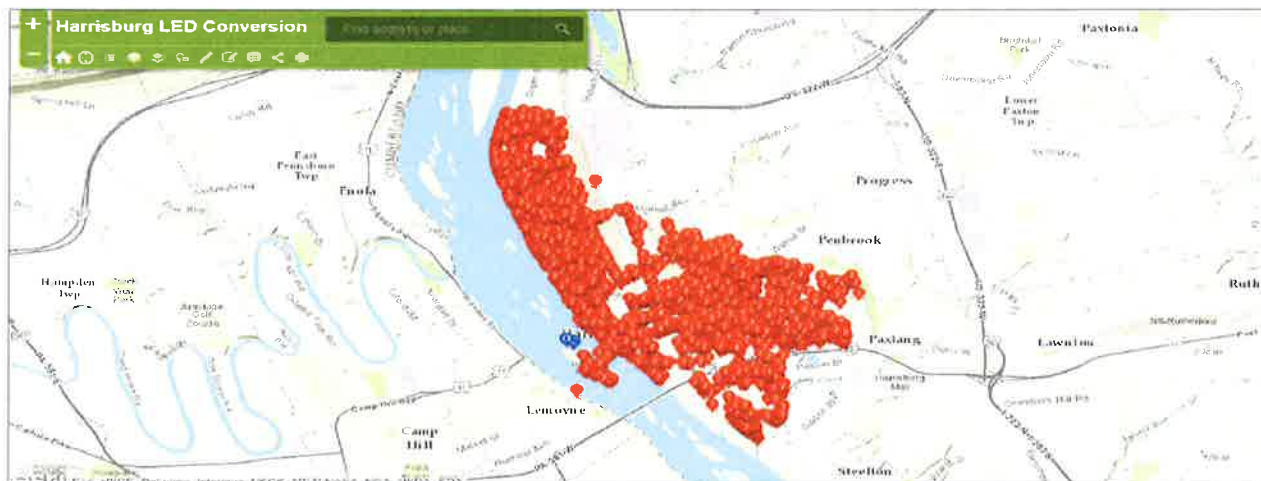
1. All current streetlight fixtures
2. Luminaire styles and types
3. Wattages for all luminaires
4. Actual sample lighting levels of each luminaire type and of each roadway type (access road, two-lane, etc.)
5. GPS/GIS pole location of each asset
6. Current condition of pole and mast arms

7. Infrastructure issues related to poles and wiring
8. Infrastructure issues such as tree/limb obstruction or interference
9. Compliance with PennDOT lighting requirements
10. Values and averages for lighting levels and uniformity; and comparison to current lighting standards, IES recommendations and other City requirements

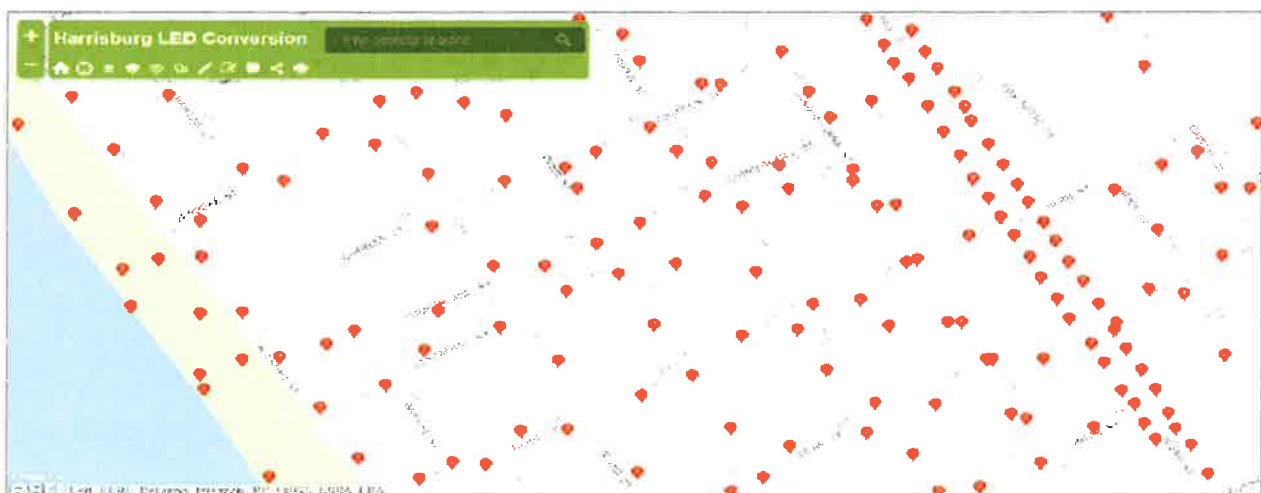
In Harrisburg, in addition to the Asset Inventory Audit, TEN is also undertaking an extensive historical analysis of utility billing for the streetlight system to determine any overcharges paid by Harrisburg to PPL Electric Utilities – known as TEN’s Overcharge Audit. To the extent that any overcharges are revealed, TEN will facilitate return of those payments to Harrisburg for as many years as permitted under applicable law.

Below is screen shot depicting TEN’s GIS/GPS progress mapping of the asset inventory audit for Harrisburg. At the time of this screen shot of the GIS system was taken, approximately 90% of the asset inventory audit was complete (red sections had not been audited). It’s now 100% complete and as the new street lighting system is being installed over the next several months, TEN will apply **real-time LIVE TRACKING** updates to its platform to inform all City stakeholders real-time as soon as a new LED is installed.

Progress Mapping – Installation LIVE TRACKING - 1

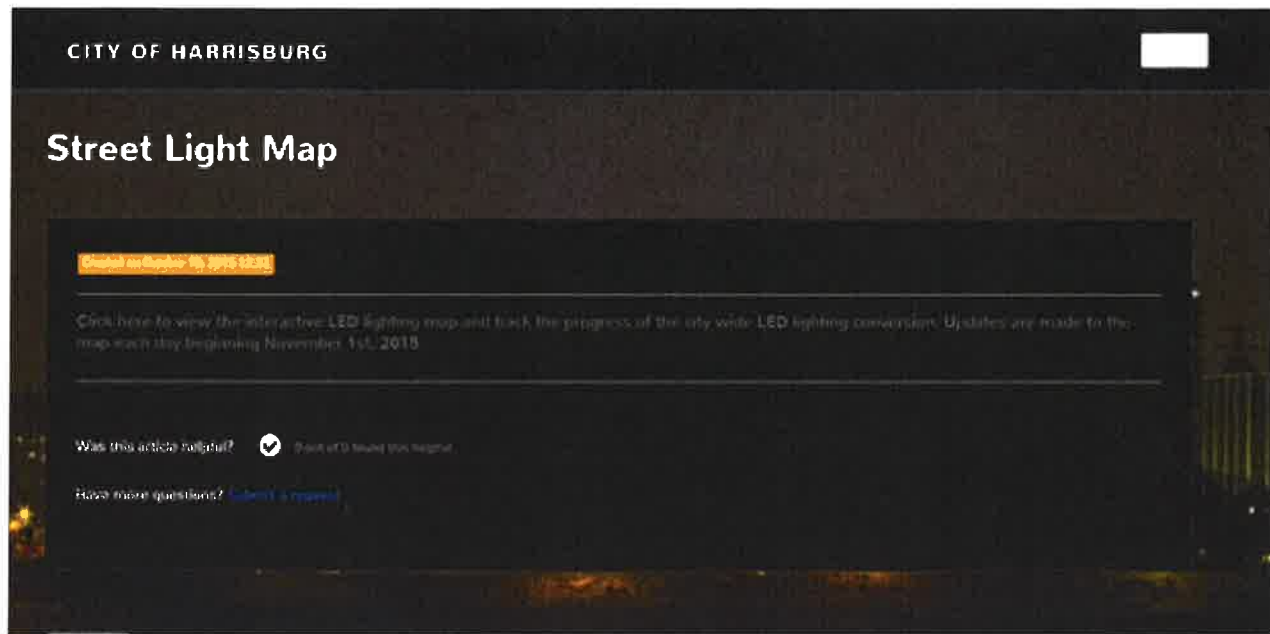


Progress Mapping – Installation LIVE TRACKING – 2 (ZOOMED IN)





LIVE TRACKING Provided on Customer's Website for the public to monitor progress



Project Reference - City of Scranton, PA LED Street Lighting Conversion

TEN Connected was recently selected by the **City of Scranton, PA** - over four other companies (Siemens, Johnson Controls, and SmartWatt) to conduct a technical energy audit and implement a guaranteed energy savings contract for the City's comprehensive LED street lighting initiative. TEN Connected's winning proposal included options for the City to replace fixtures, refinish and paint aging poles, the installation of lighting controls, and to incorporate revenue generating smart media technology throughout Scranton, known as the Electric City.



The project will include replacing more than 6,000 street lighting fixtures and is expected to save the City nearly \$400,000 in annual electricity and lighting system maintenance costs. Also under consideration by Scranton is the integration of a Smart Media Grid similar to those installed in New York City and Kansas City that will include outdoor and indoor interactive media kiosks, possibly digital LED banners on decorative poles, and a dedicated mobile app to generate revenue to help pay down the costs associated with the street lighting infrastructure upgrades. The revenue expected to be generated for the City of Scranton is approximately \$4 million over the first five years.

Contact Information:

David Bulzoni
City of Scranton, Business
Administrator
(570) 348-4118
dbulzoni@scrantonpa.gov

Once complete, the City of Scranton will not only have a 100% accurate GIS/GPS street lighting inventory and integrated GIS streetlight map, the City will have a new, world-class LED street lighting system with intelligent wireless controls to dim fixtures, turn them on/off, and to troubleshoot usage and maintenance.



Project Summary

Projected Cost Savings	\$400,000
Project Cost	\$4,000,000
Annual Electric Energy Savings (year.1)	2,595,669 kWh
Estimated Simple Payback	5.0 years
5-yr Smart Cities Revenue Projection	\$2+ million
Estimated Rebate Incentive	\$236,853
Procurement Vehicle	PA Guaranteed Energy Savings Act (Act 39)
Date Started	December 2016
Date Completed	To be Fully Completed & Commissioned in 2017

Parking Garage & Non-streetlight LED Lighting Upgrade Experience

When reviewing TEN's project references, note that TEN's team members, who are also assigned to this project, have been extensively involved with non-streetlight LED lighting upgrade projects. One of these recent projects is described below. For the Penn State University Beaver Stadium Project, TEN's team members performed the auditing, engineering, project development, selection and procurement of material and subcontractors (through competitive bidding processes), contract negotiation, construction management (including onsite project management), commissioning, training customer staff, and delivering the measurement and verification of project performance.

Project Reference: Penn State University, Beaver Stadium LED Lighting Upgrade with Integrated Controls

The significant element of this project was the critical path timing. In order to be ready for the upcoming football season, TEN had to expedite delivery of materials and contractors' schedules. The Beaver Stadium project included the installation of a comprehensive LED lighting system upgrade with a wireless controls system

- including exterior entry gates, concession walkway areas, loading docks, main concourses, ADA-accessible ramps, pedestrian ramps, and press stairways. All were completed in time for the first game of the season! And in fact, the fixture selected for the concession walkway areas, main

Contact Information:

Laura Miller, PE
Pennsylvania State
University
814-867-4740
Lmi20@psu.edu



concourses and pedestrian ramps **is a parking garage fixture (Cooper Top Tier) controlled by a sophisticated, but simple to use wireless controls front-end system.**

Total Fixtures	1,000
Installed Cost:	\$768,610
Annual Electric Cost Savings:	\$107,779
Total Annual Cost Savings:	\$139,779
Annual Electric Savings:	1,481,090 kWh
Annual O&M Savings:	\$32,000
Tons of CO2 Saved Annually:	1,021
Payback after Incentive (yrs):	4.9
Rebate Incentive:	\$76,776
Procurement Vehicle	PA Guaranteed Energy Savings Act (Act 39)



Parking Garage and Surface Lot References

TEN Connected can bring this same level of experience to the City of Portland's parking garages, where the City has ownership interest and manages the facility or in the facilities managed by MHR Management. TEN has noted that the City may want to include the following facilities in the project and to upgrade them with all new LED lighting: Elm St. Parking Garage (managed by the City of Portland Parking Division), Spring St. Parking Garage (managed by the City of Portland Parking Division), Casco Bay Garage (managed by MHR Management), and Temple Street Garage (managed by MHR Management).

TEN will leverage its significant parking garage experience, references and best practices to offer to the City of Portland economically sound options for upgrading all of the lighting in its parking garages to LED, with daylight harvesting, and controls to maximize energy savings and the fixture life cycle.

Below is a partial list of TEN's team experience with upgrading parking garage and surface lot lighting, as well as details on TEN's most recent parking garage LED upgrades installed at Temple University. References are available upon request.

Project Reference: Temple University: Liacouras Parking Garage

Total Fixtures Replaced	537
Funding Source	Customer funded
Installed Cost	\$453,029
Annual Cost Savings (year1) energy and O&M	\$74,315
Annual Electric Savings	752155 kWh
Tons of CO ₂ Saved Annually	428.4
Payback after Incentive (yrs.)	5.6 years
Contract Term	5.6 years of M&V post construction
Rebate Secured for the Customer	\$36,404 (Act 129 PPL Electric Utilities)
Procurement Vehicle	Self-Initiated by Temple

Project Reference: Temple University: Carlisle West Garage

Total Fixtures Replaced	417
Funding Source	Customer funded
Installed Cost	\$324,445
Annual Cost Savings (year1) energy and O&M	\$54,563
Annual Electric Savings	525,339 kWh
Tons of CO ₂ Saved Annually	299
Payback after Incentive (yrs.)	5.5 years
Contract Term	5.5 year M&V post construction
Rebate Secured for the Customer	\$24,239 (Act 129 PPL Electric Utilities)
Procurement Vehicle	Self-Initiated by Temple



Additional Parking Garage/Lot Project Experience

Customer Name and Location	Work Performed
5 th Avenue Place, PA	Lightings Upgrade for Large Multi-Tier Facility Parking Garage
American Beverage Corp-Papercraft, PA	LED Lighting Upgrade for Facility Parking Lot
Altoona Parking Authority, PA	LED Lighting Upgrade for Lot 16, Lot 17, Lot 20, and Parking Garage
Bellaire School District, OH	LED Lighting Upgrade for Parking Lots
The Bradley Center, PA	LED Lighting Upgrade for Facility Parking Lot
Carnegie Museums, PA	Lighting Upgrade for various Parking Lots & Multi-Tiered Parking Garage
City of New Kensington, PA	LED Lighting Upgrade for various Parking Lots
City of Morgantown, WV	Lighting Upgrade for various Parking Lots
Eastern Gateway Community College, OH	LED Lighting Upgrade for various Parking Lots
Pennsylvania State Capital (Harrisburg), PA	LED Lighting Upgrades for Capital Parking Complex
Housing Authority of Lawrence County, PA	LED Lighting Upgrade for various Parking Lots
Martins Ferry School District, OH	LED Lighting Upgrade for various Parking Lots
Neshannock School District, PA	LED Lighting Upgrade for Facility Parking Lot
Penn State University, PA	LED Lighting Upgrade for Medlar Field and various Parking Lots
Sardello Inc., PA	LED Lighting Upgrade for Facility Parking Lot
Temple University, PA	LED Lighting Upgrades for University Carlisle Garage, with controls
Temple University, PA	LED Lighting Upgrades for University Liacouras Garage Lighting, with controls
The Trimont Condominium Complex, PA	LED Lighting Upgrade for Facility Parking Garage
UPMC, PA – Magee Hospital, St. Margaret Hospital, Presbyterian Hospital, and Shadyside Hospital	Lighting Upgrade for 4 (four) Multi-Tiered Parking Hospital Parking Garages
Washington College, MD	LED Lighting Upgrade for D-Parking Lot, Kent Crossing Parking Lot, and other various Parking Lots.



E. Approach

TEN Connected's Approach

Designing a smart street lighting system for an entire city is no easy task. The City of Portland will require a high level of coordination, expertise, specialization, and experience to deliver the desired result of new street lights (equipped with technology that will enable the installation of a controls system if desired), possible infrastructure improvements, and positioning the City for any current and future smart city technology integration. TEN Connected will utilize proven methods, tools, and techniques to deliver a project that meets and even exceeds the City's expectations.

TEN Connected has been a first mover nationally, helping cities of various sizes upgrade their street lighting systems. The team at TEN Connected has done everything from developing a street lighting design to helping facilitate the procurement of materials to ensuring that all ideas are communicated with installation sub-contractors so that our customers receive the absolute best prices in the marketplace. Because of TEN Connected's turn-key role on numerous projects, **including the direct purchase of millions of dollars of street lighting and related lighting materials from the likes of Philips, Eaton/Cooper, GE, Leotek, Holophane (AEL), and CREE**, TEN has established substantial (and diplomatic) manufacturer relationships resulting in TEN's ability to analyze for our customers and then to deliver to them the highest quality commercialized lighting and smart city technologies, at the absolute lowest possible cost.

To meet the needs of the City, any contractor or manufacturer will require significant experience serving a city as well as being well versed in the latest smart lighting technologies. TEN Connected is intimately familiar with the significant coordination needs of a street lighting project and TEN Connected will design, develop and deliver to the City the best possible project at the lowest cost – **by driving down the costs of each project component – specifically including labor and material - at every level.**

General Scope Understanding, Project Goals, and Objectives

TEN Connected believes that clear communication and meeting the City's expectations every step of the way from the initial audit through the construction process, and training the City on new technologies and reporting results are all key components to successful project coordination and implementation. TEN Connected will work closely with Portland to help prioritize and to ensure that the project is implemented on-schedule, as budgeted, and that the benefits of the project survive for the long term.

TEN Connected will work with Portland to meet all goals related to design, product procurement, and installation, and TEN Connected is committed to working with the City to meet and exceed project goals:

- For the City: TEN Connected will produce a final design plan that maximizes energy and cost savings, that improves standardization while reducing the variety needed for inventory, and that matches communicated needs and improves overall public safety.
- For the City: TEN Connected will produce an Inventory Audit Report that will provide the desired information to secure funding and/or to provide further economic justification for remaining project-related costs, including locating each new asset by its GPS location – with 100% accuracy - rather than a 10-15 feet margin of error.
- For the City: TEN Connected's Inventory Audit Report will be **reconciled against CMP's current street lighting system data** to accurately confirm system inventories, and then to facilitate negotiation



surrounding the acquisition of the system from Central Maine Power under the newly established Maine legislation and Maine Public Utilities Commission regulations.



1. Audit

Methodology, Tools, and Techniques

TEN Connected will conduct a city-wide sample photometric field survey and audit, at street-level, delivered to the City of Portland sortable by asset, street, neighborhood, district, and by roadway type (access road, two-lane, etc.). The audit will verify compliance with existing regulations and lighting standards, address any deficiencies in the current street lighting systems, and will address any over-lit or under-lit areas of Portland.

Data collected concerning over-lit areas and discrepancies in lighting uniformity or irregularities in lighting levels will be used in preparation for reducing installed wattages to optimize energy savings to benefit the economics and payback of the project, while at the same time delivering recommended light level standards. Additionally, this data will be given to the City in an electronic file that can be seamlessly used with the City's existing GIS software, like ESRI ArcMAP, and in Microsoft Excel format.

The data associated with under-lit areas will be utilized to improve lighting levels in some areas to ensure greater public safety, security and proper visibility. For this purpose, TEN Connected has a fully-engineered process and dedicated audit team (equipped with the latest photometric measuring equipment) to inventory the existing lighting levels; the result of which are accurate street-level field measurements. In addition to photometric results, TEN Connected's inventory audit also gathers additional details and characteristics of the entire system.

TEN Connected's analysis not only will completely and accurately identify and inventory all assets of the street lighting system, but also will be cross-checked against the latest inventory data (to the extent available and from actual bills) provided by the City of Portland and uploaded onto TEN Connected's audit platform, to reveal any discrepancies. This will allow TEN Connected and the City of Portland to correct the data at the field level, at the time it is discovered.

TEN Connected's city-wide asset inventory audit, designed to facilitate a seamless transition to TEN Connected's project lighting design and installation, can, where the City finds value, capture electronically, each of the following:

Variables to Be Collected - Base Survey Information, including verification and GIS level mapping

1. All current streetlight fixtures;
2. Luminaire styles and types;
3. Wattages for all luminaires;
4. Actual lighting levels of each luminaire type;
5. Establish each pole's GPS location (with 100% accurate GPS location technology);
6. Cross reference with the City's existing asset inventory and lighting level and wattage information to identify inconsistencies in lamp type and wattage uniformity;
7. Current condition of pole and mast arms and;
8. Notation (comments and/or photos) of visual infrastructure issues related to poles and wiring or tree/limb obstruction or interference;
9. Confirmation of ownership and maintenance for each luminaire and pole;
10. Compliance with state roadway lighting requirements (where necessary);



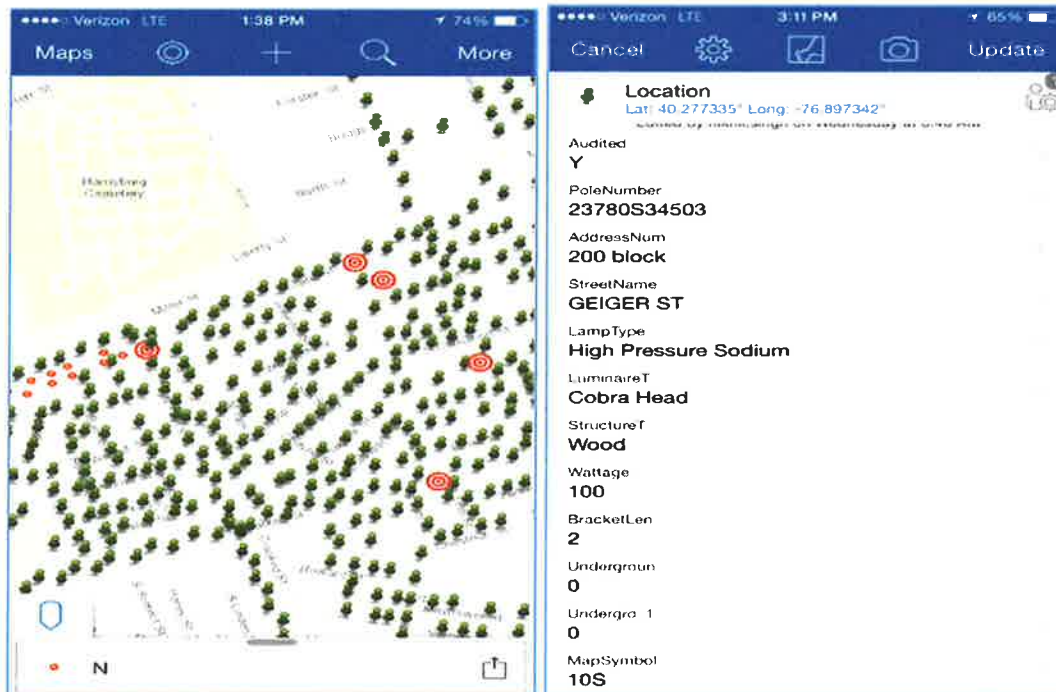
Optional Audit Information:

11. Roadway widths;
12. Discrepancies or irregularities in lighting levels;
13. Pole height of each asset;
14. Values and averages for lighting levels and uniformity; and compare them to current lighting standards, IES recommendations and any other specific City requirements.



TEN Connected will collaborate with the City of Portland through a final scoping analysis of the audit. Additionally, weekly (and sometimes daily) status reports will be made available through TEN's **GIS LIVE TRACK** system for each location to track the progress of the audits. Using our mobile-based inventory audit program, Portland officials will be able to access audit updates on the progress of the inventory assessment.

Following is a sample depiction of the system that would be used to collect data and to report to the City of Portland (daily or weekly) updates to the audit provided through TEN Connected's mobile-based audit platform.



Below is screen shot depicting TEN Connected's GIS/GPS progress mapping taken during the asset inventory audit for Harrisburg, PA. At the time this screen shot of the GIS system was taken, approximately 90% of the asset inventory audit was complete (red sections had not been audited). As TEN Connected completed the conversion of the street lighting system, TEN Connected also supplied **real-time LIVE TRACKING** updates to the City's platform to inform all stakeholders, real-time, as each new LED is installed.



For the Asset Inventory Audit, TEN Connected's highly trained project manager and lighting auditors will work with locally sourced and hired audit team members (and provide rigorous training on TEN Connected's developed platform) to complete the inventory assessment for the City of Portland.

For example, in Harrisburg, TEN hired local Harrisburg residents, who received extensive training on TEN's auditing platform – to work alongside our team to complete the audit of the lighting system and to assist in the final lighting design to be installed – resulting in a very successful locally-supported accurate audit. TEN Connected believes a similar approach would be ideal for the City of Portland. This is just one of the many ways TEN Connected creates local economic development opportunities through its projects.

Procedure to Develop an Audit Report

TEN Connected will review any inventory audit Excel spreadsheet and Central Maine Power account billing summaries (actual bills) supplied by the City of Portland to perform a utility bill analysis to determine the existing quantities on which the City is being billed, and the estimated wattage used to determine monthly costs to develop a baseline. The utility bill provides an explanation of terms and charges related to the supplier rate, generation and transmission rate in addition to noting the rate that Central Maine Power charges under the LED street lighting tariff.

TEN Connected used the City of Portland's breakdown of approximately 6,700 lights to develop the costs to deliver the audit reports, inventory assessment with utility bill reconciliation, financing assistance, system design, onsite project management, installation, and 24-hour maintenance utilizing a City of Portland & Central Maine Power pre-approved local electrical contractor.

Referencing the hours per year that Central Maine Power uses and the estimated wattage for each luminaire, TEN Connected then can determine the total yearly consumption. This analysis forms the basis for baseline energy consumption. In terms of design, relying on TEN Connected's past street lighting project experience, we know what the post wattages for each existing lamp type should be - therefore an estimate for costs (and eventually savings when TEN Connected is in receipt of Portland's comprehensive billing





information) is completed with an extremely high degree of confidence and certainty. Knowing the existing yearly consumption and estimated savings, TEN Connected then performs an energy balance reconciliation to determine and ensure our savings projections are correct.

The City will then see, as a result of completing this project, a kWh reduction and a reduction in monthly utility bills.

Once the verification and finalization of TEN Connected's Asset Inventory Audit (with Utility Bill Reconciliation) is completed city-wide, TEN Connected will have an extremely accurate depiction of existing quantities, wattages, conditions, and what will be required to finalize the design and installation plan. With a completed audit, TEN Connected can obtain accurate material and labor costs as well as post retrofit wattages – keeping in mind that the City may be currently paying for some street lights that no longer exist. The audit will facilitate accurate billing moving forward which will also represent some direct utility cost reduction without the need for any corresponding retrofit costs. After installation, and after all other utility negotiations are complete, TEN Connected will also advocate for reimbursement of previous billing inaccuracies that are documented through this process.

Approach to the Project and Establishing the Amount to be Financed

TEN Connected believes it to be prudent to use the City's current inventory audit spreadsheet (to the extent one is available) in finalizing the preliminary project size knowing (as is always the case with audits) that they have a certain level of accuracy. Therefore, the final project size will then be represented and TEN Connected will indicate the final amount of project funding, and that it may vary "slightly" as the project costs are refined and completed.

RAPID IMPLEMENTATION – Recommended Alternative✓ TEN's "Best Process" Implementation Approach for the City of Portland

Instead of conducting the inventory audit/survey prior to installation, TEN is proposing to undertake the verification survey/audit (and 100% accurate GIS level mapping) simultaneous with installation of the streetlight fixtures themselves.

As part of this recommended **RAPID IMPLEMENTATION**, TEN Connected then also recommends using a fully cost disclosed "add" / "deduct" unitized pricing approach in the contract to ensure and inform Portland of any discrepancies experienced in the audit as installations and upgrades are actively being completed. What this means is that Portland will only be charged for the exact number of fixtures converted to LED, and not some projected amount.

This approach has multiple benefits:

- i) Reduces the redundant cost of providing a second audit (if one already exists);
- ii) Shortens the delivery time of the project by months and allows TEN Connected to begin installing significant scopes of the project to capture savings for Portland more immediately;
- iii) Protects Portland from the concern of incurring unnecessary costs knowing "upfront" what the costs are for any changes encountered during construction; and,



iv) Provides for a way to reconcile, exactly, for any discrepancies in an audit through fully disclosed unit pricing.

If the City requires an asset inventory audit prior to installation, based on TEN Connected's significant experience and technical expertise, TEN Connected will deliver to the City a customized Asset Inventory Audit report **accurately identifying costs, savings and payback** (both simple and with any rebates or incentives included) for the LED streetlight retrofit. Again, there are few, if any, energy and utility situations TEN Connected has not already encountered and successfully addressed for other street lighting clients - specifically including: i) successfully applying for and maximizing available rebates, ii) applying for, and obtaining confirmation of corrected billing (tariff adjustment) for newly installed wattages from the utility, and iii) obtaining refunds for overcharges related to street lights that no longer exist.



2. Financial Stability and Capability

TEN Connected is financially well qualified to provide the City of Portland with custom financing options for funding 100% of the project. Because the economic and financial structure of each project is just as important as the technical outcomes, the proven financial capabilities of our team will result in the lowest possible cost financing options available at the time of financing.

Our team's experience in creating project financing for municipal customers over the past several decades will enable TEN Connected to assist Portland in meeting its internal financial requirements. Financing structures can vary based upon the types of equipment and systems to be installed, the available savings to be leveraged, and the type of accounting recognition and treatment requested by Portland. TEN Connected will customize the terms of our contract for the City of Portland to ensure that the City receives the absolute lowest cost financing.

TEN Connected is significantly experienced with managing, quickly and efficiently (within days), an internal RFP process for our customers to "open the financing up to competition" so that our customers receive the absolute most competitive rates and terms possible. This process often invites the City's current local financial institution to bid on the project financing. This is another way TEN Connected creates local economic development opportunities strengthening communities.

TEN Connected does not have any monetary interest in financing the project, nor will TEN Connected receive any commissions related to a financed project should TEN introduce the City to an eventual funding source.

Tax-Exempt Lease Purchase Option (Recommended)

A third-party funded, tax-exempt lease is a common method of funding LED street lighting conversion projects. The tax-exempt lease structure generally offers the advantage of quick availability of funding, low issuance costs and flexible payment terms that can match up to the savings cash flow, thereby always assuring the City borrowing the funds is cash flow positive, or at the very least, neutral.

"Shared Savings" / "Sale Leaseback" and Power Purchase Agreement (PPA) Models (Not Recommended)

TEN Connected does not recommend that the City of Portland enter a system acquisition agreement whereby an independent third party (not the City) purchases the street lighting system from the City or on behalf of the City and then leases the system back to the City of Portland. This "Shared Savings" funding model, in most cases, is unnecessarily costly and is generally reserved for non-government organizations that do not have access to extremely low-cost, tax-exempt funding sources.

The shared savings model is materially flawed (and has been out of favor for many years) because the City of Portland can obtain financing dollars to invest in the project much cheaper than a third party (with higher investment thresholds to meet) can loan it to them. In some cases, these "solutions" come with a hefty 10% or more cost of capital interest rate built to support the internal rate of return (IRR) requirements of the "lender" – making it necessary for that lender to "share" the savings with the City to cover the higher costs. Additionally, with current and historically low tax-exempt interest rates available, the City should not share the energy savings dollars with a third party when the most economically prudent course of action should be for the City to retain all of the energy savings to support the conversion – resulting in more scope for the available savings when compared to the shared savings model.



3. Design

There are important aesthetic, performance, operational, and ethical decisions that must be made when deciding on the street lighting package and installation configuration. These include determining the lighting levels required to accomplish the objectives; balancing the cost, energy efficiency, public safety, maintenance regime, and life cycle of the product chosen; choosing a fixture and pole style; addressing sky glow and light trespass through cut-off options; consideration of control systems; deciding on a light curfew (if appropriate); deciding on pole height and spacing; and evaluating the effect of lighting on nearby ecological habitats, such as parks, greenways, and riparian corridors. We discuss a few of these items for consideration in detail within this section, because important design decisions are informed by these considerations and the quality of the field audit.

The main goal of a TEN Connected-converted streetlight system is to ensure that safety, security and visibility are maintained throughout the City of Portland by ensuring appropriate lighting levels. At the same time, the volatility of electricity markets, how electricity is priced into the market and, the seemingly inevitable rise in electricity prices, require TEN Connected to focus directly on reducing excess energy consumption wherever possible to offset all costs of the project.

In addition to the goal of improving safety, security and visibility for residents, motorists, cyclists and pedestrians, TEN Connected's design will detail and verify lighting levels and discrepancies in uniformity of existing installations, and will identify any areas requiring corrective action to ensure that, municipality-wide, the lighting system, designed and installed by TEN Connected, will be consistent with nationally recommended lighting level standards post-conversion.

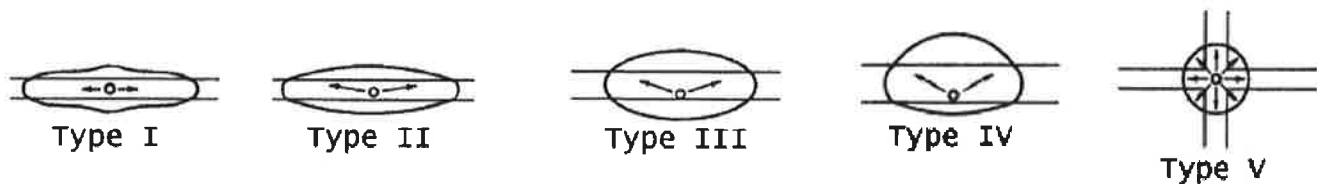
Importantly, TEN Connected shares the City's perspective that, although IES RP-8-14 recommends adequate light levels for the safety of pedestrians, cyclists, and vehicles, existing pole placements limit the degree to which IES standards can be met. Therefore, TEN Connected has independently developed design methodologies that will best deliver adequate lighting for the City for the expected product life cycle while at the same time supporting Portland's specific goals for the project. And therefore, IES standards may not be the standard selected by the City of Portland.

For example, enhanced public safety/homeland security is the primary focus of the City of Baltimore's Phase I LED conversion project. So much so, that the City asked TEN to evaluate fixtures best suited to "overdrive them" in high crime areas to shine a light on potential criminal activity – with the added feature to be able to dim the LED in the future if necessary to preserve its life cycle. TEN's customized design methodologies (based on life cycle costs and fixture performance analyses), after having been fully understood by Baltimore, were used by Baltimore to make its final selection on fixtures.

Appropriate Lighting – Pedestrian/Vehicle and Bicycle/Vehicle Crash Data, Light Levels/Spacing, Localized Land Uses, Volumes of Bicycle Activity, and Unique Neighborhood Activities.

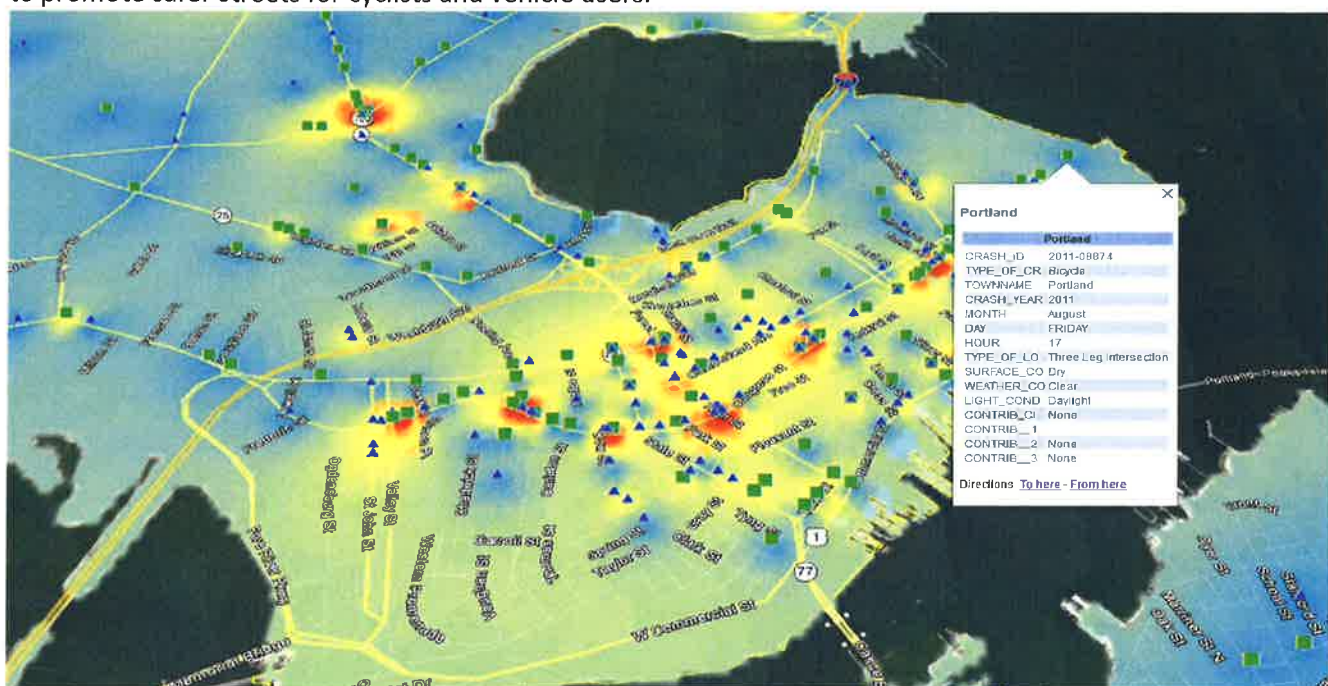
In the City of Harrisburg, PA, TEN was also asked to identify areas where lighting could be increased – public safety corridors, parking enforcement zones, and high crime locations, and then to recommend the most appropriate light levels and technology to meet those specific goals. TEN's design methodologies and recommendations were used by Harrisburg to inform their final fixture selection decision.

Different luminaire types can produce different lighting distribution. TEN Connected will work with the City of Portland to incorporate an appropriate analysis of important data points that can be used when developing the final lighting retrofit design. For example, this may include using a specific distribution footprint and light output for bicycle paths and high traffic locations coupled with pedestrian proximity, as well as analysis of the specific lighting distribution types, as follows:



Additionally, by utilizing data from the Maine DOT, the Greater Portland Council of Governments, and the City's Bicycle Coordinator, TEN Connected will utilize the specific and most recent pedestrian/vehicle and bicycle/vehicle crash data from the City of Portland, and our team will evaluate options available to the City and TEN Connected will make recommendations regarding appropriate changes to light levels in specific locations throughout the City.

TEN Connected Solutions would make recommendations to address lighting levels in the areas highlighted below to promote safer streets for cyclists and vehicle users:



From GPCOG, <http://www.gpcog.org/transportation-land-use/bikepedtrails/bike-ped-crash-data/>, Accessed 11.2.2016

Addressing Localized Land Uses

TEN Connected Solutions has experience working with cities to address lighting in areas like parks and waterfronts or where cultural facilities or public safety buildings require specialized lighting design. For example, TEN Connected has received positive feedback from Fire officials in the City of Harrisburg regarding the new LED street lights. Both firemen and local residents of Harrisburg feel the new lighting is an asset to the area and that it encourages better community engagement.

Addressing Placemaking, Wayfinding, and Unique Neighborhood Characteristics

When it comes to street lighting specifically, there are many opportunities for contributing to the aesthetic quality of a street. Using intelligent luminaires with a controls system, the intensity of street lights can be adjusted to not only save energy but also to highlight certain streets and provide cues to people that a particular street is residential (less bright) or commercial (brighter). Intensity of light can also be moderated to indicate activity during



special events. A further use of intensity is to provide illumination for direction during emergency or evacuation situations.

It is also important to limit the amount of light that trespasses onto adjacent buildings for a number of reasons. Light trespass can be a serious annoyance for residents whose interior space is affected by street lights with insufficient cut-off. Light trespassing on a building may also interfere with a property owner's attempts to control the nighttime aesthetics of their building via their own architectural lighting scheme.

Another factor is the surrounding reflective value of materials, such as sidewalks, and weather conditions, particularly rain and snow. Reflective surfaces impact luminance, increasing available light by up to three times. When sensors and control systems are in place, lights can be dimmed accordingly to optimize performance and minimize the cost of operation.

When glare and light trespass are due to fixture design, they can be solved using reflectors and shields on luminaire heads to shield or diffuse excess light. In general, when considering LEDs, a color temperature of 4,100K or warmer is recommended by TEN Connected.

Addressing Safety – Benefits Residents, Visitors, Public Safety Officials, and Businesses

A major task of street lighting is to increase safety for motorists, pedestrians and bicyclists, particularly at intersections where pedestrians/bicyclists may be crossing. A consistent concern is that high-mast streetlights, particularly those garnished with High Pressure Sodium (HPS) bulbs, do not adequately provide contrast between the pedestrian/ bicyclists and the background.

Metal halide fixtures have long been used at intersections because their better color rendering allows for better visibility and contrast. LEDs provide a similar benefit in this application. Street lighting also has an impact on the ability of emergency and utility personnel to perform their work at night. Emergency personnel report having a hard time seeing color properly under HPS lighting. This is an issue when work crews must identify colored electrical wires, for example.

LED lighting, with its potential for bright light and glare, needs to be designed to be compatible with camera performance. In some cases, cameras may also need to be repositioned for enhanced views. Safety officials generally prefer uniform light along the street, believing that uniform light eliminates shadows and adds to clarity. And LEDs improve the results of facial recognition technology.

Nighttime lighting also provides psychological comfort for society's more vulnerable members. When designed properly, lighting can be an effective tool in promoting outdoor safety. Crime Prevention Through Environmental Design (CPTED) researchers recommend that outdoor lighting be used to help with "natural surveillance" and "natural territorial enforcement" strategies.

Specific tactics include:

- Avoid poorly placed lights that create blind-spots for potential observers and miss critical areas
- Ensure potential problem areas, such as stairs, entrances and exits, ATMs, bus stops, dumpster and recycling areas, are well-lit (but not overly lit)
- Use shielded or cut-off luminaires to control glare
- In pedestrian areas, place lighting at heights that will illuminate the faces of the people
- Use lighting to identify property ownership and define public, private, and semi-private space

Addressing Energy Use – Benefits Residents, Visitors, Environment, and Businesses



LED technology's low-energy profile can further be enhanced using control systems and sensor programs that allow for user-control of street lights in certain contexts. Luminaire light output may also be reduced when there is sufficient natural ambient light.

LED lighting is increasingly emerging to capture energy efficiency savings around the world. There are more than 131 million street lights in the United States alone, producing 128 million metric tons of carbon dioxide pollution annually. Ninety percent of these lights are HPS or older technologies. Approximately ten percent are LEDs.

A comparative life cycle assessment of available street light technologies by the University of Pittsburgh's Mascaro Center for Sustainable Innovation noted the following:

- 22% of all energy generated in the U.S. is used for lighting, with 8% of that used for public outdoor lighting.
- A significant portion of the power used for current (not yet converted) street light bulbs produce heat, not light.
- LEDs are the most efficient, durable, long lasting and environmentally clean lighting source to date.
- LEDs last upwards of 20 years, significantly reducing maintenance costs, waste and environmental impact.

According to the US Department of Energy, in the next 20 years rapid adoption of LED lighting in the U.S. can:

- Reduce electricity demand for lighting by one-third
- Eliminate 258 million metric tons of carbon emissions
- Avoid building 40 new power plants
- Create financial savings that exceed \$200 billion

Post Field Survey Efforts:

Generally, Post Field Survey Efforts produce the following data which TEN would analyze, review and provide to the City: (1) Manufacturer Selection, (2) Final Design, (3) Installation Plan Base on Field Survey, and (4) Energy Analysis.

Addressing Monitoring – Benefits Residents, Visitors, Public Safety Officials, and Businesses

Since LED lighting is electronic, it can be remotely controlled or addressed on an individual fixture basis, on a series basis such as a particular street, on a City-wide basis, or any combination. Control methods include sending electronic signals by radio frequency (RF), internet (Wi-Fi), cellular, or simply by hard wiring. Safety officials feel the control possibilities of LED street lighting offer a variety of communication methods to alert fire and police. For example, the fixture closest to a 911 incident may flash on-and-off. Light intensity can also be increased to provide additional light when needed. Controls can be used to identify each street light's location to measure power usage on an individual basis, to signal when replacement is needed, to identify burned out or damaged fixtures, or to adjust color temperatures to accentuate warmer or cooler hues.

Addressing Durability – Benefits Local Government

AASHTO provides standards for the durability of luminaires in general. As a solid-state (SSL) technology, LED arrays are more able to hold up to shocks and vibrations.

Addressing Reliability – Benefits Local Government

Storm events knock out street lights and traffic signals, requiring Public Safety to assign police officers to critical intersections on a 24/7 basis for at least 24 hours and occasionally longer to direct traffic. At critical locations, backup batteries can be used for LED fixtures.



Addressing Light Output – Benefits Residents, Visitors, Public Safety Officials, and Businesses

Emergency responders require street lighting to be bright enough for emergency situations. While street lighting will need to meet minimum Lighting Ordinance footcandle standards, the amount of light may not be enough under certain emergency circumstances. The ability to increase LED light output at intersections via addressable controls is an advantage of the technology.



Addressing Light Pollution – Benefits Residents, Visitors, and Businesses

Light pollution is possibly the easiest form of pollution to prevent since it is easily controlled through proper fixture design. Additionally, much of it, such as streetlights, is directly under the control of the public sector or is subject to regulations.



4. Project Management

More detailed information about TEN Connected's Project Team can be found in **Attachment 1**.

TEN Connected Solutions' team has managed LED conversion projects of nearly identical size and complexity to the City of Portland in Harrisburg, Bethlehem, Baltimore, and most recently Scranton. TEN Connected's experienced in-house project managers will utilize our automated platform to update the City on project success, in addition to regularly scheduled in-person progress meetings. Starting in the design phase, and continuing through the implementation phase, TEN Connected will develop our partnership approach with Portland to identify the personnel required to efficiently execute the project.

TEN Connected believes that clear communication and meeting (or exceeding) the City's expectations every step of the way through the construction process is key to successful project coordination and implementation and garnering an excellent project reference from the City. TEN Connected will partner with the City to help prioritize and to ensure that the project is implemented on-schedule, as budgeted and that the benefits of this program survive for the long term.

When TEN Connected is invited to assist in optimizing equipment selection and system design, our team goal is purely to serve the City with a high-quality project implementation which saves operating costs (energy and maintenance) while delivering a street lighting system providing optimal comfort and safety, and other required environmental needs. TEN Connected's team researches, designs, and oversees field installations and testing of the high-quality, cost-effective lighting conversion project. TEN Connected will assist the City in analyzing the efficiency and other characteristics of several world-class LED fixtures for possible selection. TEN Connected's independence from any manufacturer enables us to provide the City of Portland with the most appropriate lighting solutions that efficiently address specific needs – further enhancing your results. TEN Connected's engineers and lighting designers have been able to diplomatically work with product manufacturers and suppliers on a national level to help in the selection of equipment and systems that can deliver a lower life cycle cost and better controls functionality.

Our team has experience project managing multiple projects simultaneously – from LED street lighting upgrades to smart city technology implementations to parking garage upgrades and more – and TEN Connected Solutions will bring that same level of expertise, experience, and coordination to the City of Portland.

Implementation

The major general steps of a TEN Connected construction implementation plan are as follows:

Initial Project Startup

Immediately upon award of the project, TEN Connected will further develop the partnership strategy with the City and identify all of the personnel required to efficiently execute this project. Once all the members of the project team are identified, the expectations for the project and its implementation will be clearly outlined. The project's implementation milestones will be established in the contract and in more detail in the project's regular construction meetings. These milestones will be confirmed regularly through clear lines of communication which have been established to facilitate a successful project implementation.

Procurement

As each project submittal is approved by the City, purchase orders will be issued for materials and subcontracts entered into for installation. TEN Connected will carefully evaluate the pre-identified subcontractors to determine the most appropriate fit for the project scope. TEN Connected's independence from any particular subcontractor or manufacturer ensures that it is able to provide the most appropriate solutions that efficiently address the City's



needs. As a result, TEN Connected can develop an objective and unbiased partnership with the City by implementing the lighting equipment and system upgrades that generate maximum returns often times through local community resources.

FOUR CRITICAL STEPS that TEN Connected has identified in the project implementation phase, that require precise record-keeping, and that are handled directly by TEN Connected's Project Manager are as follows:

1. MONTHLY Utility Notification of work complete - Allows savings to be "activated" on a monthly basis
2. MONTHLY Rebate Notification of work complete - Keeps a steady rebate cash flow returning to customer
3. MONTHLY Customer Invoicing of work complete - Systematically spaces project costs to customer
4. MONTHLY Subcontractor Invoicing of work complete - Provides cash flow for equipment and miscellaneous costs

Construction

Regular meetings will be held with the City to establish construction guidelines and TEN Connected will also work with the City to minimize the impact to the City's operation of the construction activities. Standard project management tools, such as a Gantt chart and detailed meeting minutes will be used to track progress. TEN prides itself on a proven track record of successful project implementations in varied settings which include everything from installations in offices, classrooms, gymnasiums and major sports stadiums, to special access situations in correctional and medical facilities – and certainly street lighting projects where traffic and pedestrian safety is of critical importance.

Construction services will be sourced through mutually agreed upon specialty electrical and controls subcontractors. All subcontractors perform their work under the direction of our in-house construction project management. TEN Connected's construction project managers will collaborate with our internal engineering team on specific design issues which are certain to arise. TEN Connected's internal project management team also will be responsible for training, preparing custom Operations & Maintenance (O&M) manuals, overseeing project commissioning, and ensuring the proper deployment of the control system (if included) to the satisfaction of the City.

Inspections & Reporting

As part of our Quality Control program, continuous inspections during construction are performed to ensure compliance with the scope of work and any City of Portland requirements. TEN Connected's project managers and engineers along with the City's representatives will inspect the construction of the project. Progress will be tracked on a daily and bi-weekly basis, and the results shared with the City and the Project Team.

Project Commissioning Plan

In the street lighting industry, the term "commissioning" is often applied to lighting control system activation, and applies to the entire City and its energy-using systems, including luminaires and controls. System activation and functional testing are steps within a larger process of ensuring all installed systems satisfy the design intent and owner requirements.

Commissioning answers the question, "Does the lighting system perform according to what the owner wanted and the designer intended?"

Using a Global Positioning System ("GPS") and a GPS functional control node embedded into each fixture, TEN Connected installs and activates the new street lights to be able to identify themselves and network instantly ("real time"). This approach reduces the cost of programming each fixture and eliminates on-site commissioning.



If the City's street lighting configuration resides on its own Geographic Information System ("GIS"), various types of lights including traffic signals, decorative, park lights, and various types of decorative lighting can be combined with the existing street lights ("layered GIS"). TEN Connected has (for other cities) and, will for Portland, integrate the LED converted street lights into Portland's GIS as the City sees necessary to do so.

Measurement and Verification (M&V) Approach

Energy savings for an LED street lighting upgrade project is determined by comparing annual energy use before and after the installation of the upgraded technology. The objectives of the M&V process are to document the annual energy savings achieved by the project. Energy use patterns are studied before and after the installation, and the annual energy savings are calculated as the difference between energy use before and after implementation (base-year and post-retrofit energy use). The calculation of energy savings may require adjustments to hours of operation if adjustments are permitted by the City's utility to optimize savings.

TEN Connected will provide a guaranteed savings program to Portland based upon sound and proven engineering design principles that: 1) isolate the energy efficiency criteria for which TEN Connected is responsible, and 2) specify those other parameters which are beyond TEN Connected's control.

TEN Connected will provide a customized M&V plan designed with the International Performance Measurement Verification Protocol (IPMVP) in mind. Our lengthy experience with all IPMVP options (A, B, C and D) enables us to delineate the cost and benefits of the approach needed to ensure the optimal structure of the M&V plan for Portland. As a means of equipment verification, the selected control system can act as a check and balance to verify the upgraded equipment is performing as TEN's Designer and the manufacturer intended.

Project Acceptance

TEN Connected's Project Manager will work in conjunction with the City's assigned project representative(s) and other personnel to make sure all systems, fixtures and equipment are performing as designed. Any deficiencies will be identified as punch list items and will be used to track and correct the deficiencies. Once the City and Project Manager have signed off on the completion of the Project, it is turned over to the City of Portland's street lighting operations personnel.

The Project Acceptance date marks the start of the material workmanship warranties from the manufacturer, and the savings measurement period.

In addition, a functional customized Operations and Maintenance (O&M) Manual will be provided to help optimize operation to provide significant energy savings and other lighting upgrade-related benefits. TEN views its O&M Manual as a risk reduction strategy, which will help systems run efficiently, function properly, and deliver its full life expectancy of value.

Operation & Maintenance Plan

TEN Connected's partnership approach continues throughout the contract term after the project's implementation to ensure that the savings guarantee (if applicable) and equipment operating parameters are realized. The warranties will be well-documented in the project-specific operating manuals and TEN Connected stands ready to assist Portland on any warranty issues throughout the warranty period. TEN Connected's approach to cost-effective maintenance of the project is to train City staff whenever possible, to understand and address operation and maintenance issues before the completion of the project.



In order to guarantee efficient functioning of all installed equipment, and the energy management goals of the City, a customized preventive operations and maintenance plan (POM Plan) will be delivered by TEN Connected after project completion.

The POM Plan would consist of a checklist of tasks that are performed at manufacturer-recommended intervals (usually measured in hours of equipment run time). This checklist will be kept in the form of a log and updated manually when tasks are performed. The POM Plan would include the following fundamental information, gathered during the audit:

- Installed Equipment;
- Manufacturer's name;
- Vendor's name and contact information;
- Date installed;
- Warranty information;
- Recommended parts lists;
- Vendor maintenance;
- City of Portland maintenance required;
- Maintenance checklist;
- Training;
- City-wide lighting and lighting controls layouts and as built lighting and lighting controls layouts.

In general, a comprehensive maintenance program should include:

- Fail alert system details
- Luminaire cleaning plan (Less heat is generated on lenses by LEDs than HID lamps so less dust normally adheres and fuses to the lens than historically with outdoor luminaires)
- Unit, power supply and photocontrol replacement plans (Note that today's power supplies are rated for 100,000 hour life and the expectation is that replacements will be very rare (<1%).

Training

Training is an important aspect of TEN Connected's offering. City personnel need to understand the objectives of the energy savings program and equipment operation to meet those objectives and to have them sustained over time. To that end, TEN Connected prefers to conduct comprehensive training on-site, during the construction phase to familiarize the City staff with the new systems. The majority of training is focused on familiarizing personnel with the new lighting and controls equipment being installed, equipment / system operation and regular maintenance. Most of the training will take place during start-up of the equipment and during the commissioning process, and some at project completion. All training is coordinated by TEN Connected project managers and the operations representatives from the City.

Integration with the City's GIS System, if available

Unique to our offering, we believe, is our ability to provide the City with electronic GIS shapefile format files that we create through our integrated, mobile-application driven auditing process and commissioning during our structured installation process. This enables the City to integrate all the new street lighting information (i.e. technology, inventory, wattages, GPS locations, etc.) into their existing Global Information System (GIS) at the time of installation. This is incredibly helpful, we believe, to the City of Portland in managing its street lighting system, providing analytics, and ensuring quick response times to outages.



When difficult and complicated challenges arise, TEN Connected's broad expertise and street lighting specialization will enable studying the problem, exploring all possible solutions, and supplying clearly defined options along with a recommended course of action.

Quality Control

TEN Connected Solutions believes that quality control starts in the development stage and continues all the way through construction, commissioning, and measurement and verification. An effective energy savings program requires a delicate balance between engineering and construction management. We establish this balance by involving the construction team during the development phase of the project to ensure the "constructability" of the lighting and lighting controls solutions we propose. The ultimate success of any energy savings project is measured by the ability of the installed systems to achieve the projected savings targets and to meet environmental expectations, while the success of a brilliant design is also predicated by its ability to be constructed. TEN Connected takes a comprehensive approach to development and engineering to establish this critical balance. This approach is made possible through TEN Connected's in-house design, engineering and construction management personnel.

Our design, engineering and construction teams work closely with each other to develop the scopes of work that are competitively bid to the City of Portland's approved vendors and subcontractors to ensure that the design intent is met, the project/system can be installed properly and maintained, and the construction team is very familiar with the project before installation begins. This seamless and transparent hand-off to construction ensures quality control. TEN Connected's team is also open to our subcontractors' input when it improves the design and/or lowers the cost to provide a better solution for the City.

Reporting to TEN Connected's Director of Installation, the on-site, 30-hour OSHA Certified Project Manager is accountable for the management of all assigned project construction activities taking place. The Project Manager (PM), through their on-site management, will ensure that the worksite is safe, supervised and managed in an effective and efficient manner for the City of Portland. Maintaining and managing daily communications with and directing the activities of all subcontractors is key to the success of the project. Our project managers utilize TEN Connected's proprietary cTEN application to quickly and efficiently report worksite progress, concerns and work scheduled to be performed the following day. This communication is shared with both our Director of Installation and designated personnel of the City as another procedure to monitor quality control.

Warranty and Maintenance

A comprehensive, 10-year material warranty will be included with TEN Connected's project offering for the City of Portland. The manufacturer's warranty will pass through TEN Connected directly to Portland to ensure that the City will have direct access to the full value of the manufacturers' warranty over the term of the contract. Specifics of this warranty will be negotiated to the best terms for the City and detailed in writing through the final engineering process with the selected manufacturer(s).



5. Technology Procurement

a. Fixtures

TEN Connected Solutions appreciates the desire to upgrade street lighting throughout the City of Portland to achieve the maximum benefits of LED technology while also maintaining a high level of value using quality products and careful installation. TEN Connected's unique approach to street lighting solutions will aid the City in determining the best lighting fixture(s) to meet their needs. On a weekly basis, TEN Connected is working with the world's leading exterior LED streetlight and decorative fixture luminaire manufacturers and distributors, and incorporating their technologies into our projects. This position allows TEN Connected to be an early evaluator of these technologies, and to come to conclusions regarding the efficiency, design, light output, quality and characteristics of the various technologies for and on behalf of our customers.

There are important aesthetic, performance, operational, and ethical decisions that must be made when deciding on the street lighting package and installation configuration. These include determining the lighting levels required to accomplish the objectives; balancing the cost, energy efficiency, public safety, maintenance regime, and life cycle of the product chosen; choosing a fixture and maybe a pole style; addressing sky glow and light trespass through cut-off options; consideration of control systems node or photocell; deciding on a light curfew (if appropriate); deciding on pole height and spacing; and evaluating the effect of lighting on nearby ecological habitats, such as parks, greenways, and riparian corridors.

The main goal of a TEN Connected-converted streetlight system is to ensure that safety, security and visibility are maintained throughout the City of Portland by ensuring appropriate lighting levels. At the same time, the volatility of electricity markets, how electricity is priced into the market and, the seemingly inevitable rise in electricity prices, require TEN Connected to focus directly on reducing excess energy consumption wherever possible.

As part of TEN Connected's competitive evaluation process on behalf of the City, TEN Connected Solutions will provide the City with a customized **LED Fixture Performance Characteristics Matrix** to facilitate discussions between TEN and the City with the end goal of assisting in the internal evaluation and final fixture selection.

Following is a depiction of the Performance Characteristics Matrix that was created by TEN (TEN Connected) for the City of Harrisburg prior to fixture selection. This matrix served as the foundation for TEN (TEN Connected Solutions), on behalf of Harrisburg, to request (in this case) cobra head fixture pricing – as well as to offer recommendations to Harrisburg regarding final selection.



Harrisburg Street Lighting					
Manufacture	GE	LEOTEK ELECTRONICS USA LLC	CREE	Cooper	HOLOPHANE / AEL
Part #	ERS1083E1140AGRAYB DT	GCM1-30F-MV-MW-3-GY-1A-PCR7	BXSPCHT2MEE40K-ULSVN- SPX	VERD-A02-D-U-T3-4N7- 10K-48-AP	ATBM E MVOLT R3 48 MP AO
Watts	117	105	101	92	115
Color Temp	4000k	4000k	4000K	4000k	4000k
CRI	70 CRI	70	70	>70	70+
Distribution	TYPE III	3	II LONG, II OR III	T3	R3
Lumens	9300	9,192	8,407	9,099	13,600
mA	1050mA	1000	375mA/4	1.6ma	950ma
lm/W	79	88	83	99	118
IP Rating	IP66	66	IP66	IP66	IP66
Life Rating	50,000	100,000	100,000	>254,000	100,000 system
EPA R2	0.5	0.44	0.7	0.5	.70
BUG Rating	B1-U0-G1	B2 U0 G2	B1 U0 G1	B2 U0 G2	B2 U0 G3
DLC (Y or N)	Y	Y	Y	Y	Pending
Weight #	20 lbs	10 lbs	<18LBS	20 lbs	21
7 pin NEMA PCR	7 pin included	Y	7 pin included	7 pin included	7 pin included
Lead time	2-4 weeks	2-3 weeks typical	4-6 WEEKS	2-4 weeks	3-5 WEEKS
Dimming	0-10V driver included	0-10V driver included	0-10 driver included	0-10 driver included	AO MANUAL OPTION or ROAM smart controls
Warranty	5yr std/10yr option	10 years complete	10 YEARS	10 Years	10 years
LEDs	Included	Included	10 YEARS CREE	10 Years	ABL Comm. Warranty
Drivers	Included	Included	10 YEARS CREE	10 Years	"
Finish	Included	Included	10 YEAR GRAY	10 Years	"
Fixture	Included	Included	XSP1C SERIES	10 Years	"
Labor Allowance	N/A	N/A	NA	N/A	N/A
Comments	Internal Bubble Level D 3-level dimming standard - Dimming Driver; T = 10kV/5kA Surge Protection Rubber seal around arm standard Mounting bubble standard 4-bolt option for mounting N/C Reversible mounting plate for different pipe OD Parts MADE IN Malaysia, assembled in CA (meets BAA)				
			Multi-level dimming standard	Bird Guard Mounting bubble	Multi-level dimming standard Mounting bubble standard

Sampling to Facilitate Final Fixture Selection

Using TEN Connected's Performance Characteristics Matrix, we worked with the City of Harrisburg and various national manufacturers to identify a prominent area for the street lighting samples to be installed. Upon installation, the City then invited residents, public works officials, and public safety professionals to vote for (or weigh in on) their favorite fixture using such variables as light output, design, ease of operation, insect guard availability, and several others. Two (2) samples of each manufacturers' LED cobra head were installed for purposes of determining ease of installation and maintenance, and one (sample) of each was "table-topped" in City Hall so that city personnel and the public could view and inspect the options for selection.

After residents weighed in on the fixtures installed and displayed in City Hall for public view and inspection, and, with consideration given to TEN's professional recommendations, the City made a final selection (Eaton/Cooper) of the cobra head fixture they believed best met the needs of the City of Harrisburg after considering all the variables.

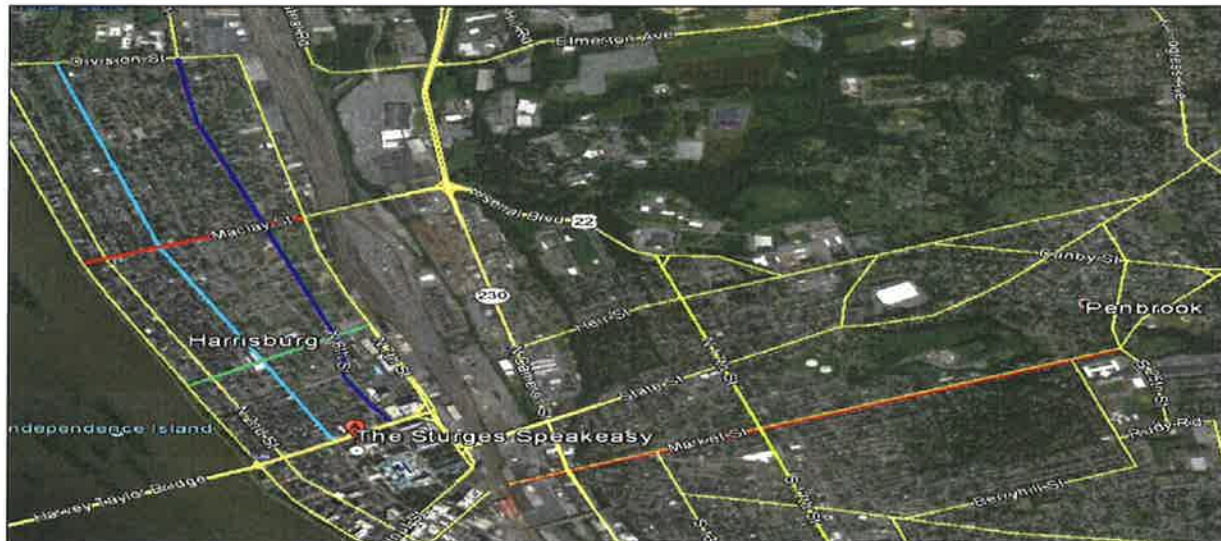
Picture of samples “table-topped” in Harrisburg City Hall for Inspection and public input



TEN Will Deliver World-Class Options for Portland

TEN Connected Solutions will work with the City to determine if incorporating a pilot would help in the education of the new technologies available and in the final selection of a new LED street lighting fixture. As a feature of TEN Connected’s approach to lighting design and street lighting, if the City decides to engage in a pilot process, this process will not result in any additional installation costs. TEN Connected will work with the lighting manufacturers and the distributors to negotiate free samples.

Using a similar matrix to those that have been prepared in our other street lighting projects, TEN Connected will also work with Portland to obtain products for comparison that detail each characteristic – everything from color temperature to ease of installation to length of manufacturer’s warranty – and that are appropriate for various locations throughout the City. Special consideration will be given to areas where Portland may want increased or decreased lighting. Again, in Baltimore and in Harrisburg, TEN Connected developed a lighting design that allowed City officials to improve light levels in target communities and safety corridors.



Depiction of pre-design mapping work for City of Harrisburg’s Emergency Evacuation Routes

Finally, TEN will deliver to the City a new update to the City’s GIS system that identifies the characteristics of the new LED street lighting system, an accurate inventory of all new products purchased, and all expected costs, savings, financial paybacks, and potential incentives for the new street lighting system.



b. Smart Controls, IoT, and other Smart City Solutions

TEN Connected Solutions develops projects that integrate Information Communications Technology (ICT), Connectivity-Related Devices and customized Smart Cities technology applications (e.g. security services, neighborhood services, media, etc.). While there are a number of products and software services available, TEN Connected would seek to incorporate commercially ready technologies that would meet the City of Portland's goals.

Advanced Wireless Controls

Installing advanced wireless controls enables the City to have more control over new LED street lights, increase overall luminaire lamp life, provide dimming capabilities (where applicable) for increased electric energy savings, and to reduce maintenance costs associated with the street lighting system.

When the full life-cycle of an advanced wireless controls system is considered, the technology (with the 7-pin NEMA connector) has been found to provide more control for the street lighting system and to "future-proof" the street light, and to enable additional technologies to be integrated at a later date. Any TEN Connected recommended and/or installed control system will have open Application Program Interface that will allow the city to ensure functionality and expand the system in the future if so desired.

Other Value-Add Systems Available through TEN Connected

LED STREET LIGHTING & SMART CITIES

- **Procurement.** Established municipal procurement method facilities delivering LED street lighting and technologies to cities
- **Installation.** TEN, through its technical and construction teams, install LED street lighting city-wide
- **Financing.** Energy and maintenance savings from LED streetlights help to pay for the deployment of other smart cities technology
- **Equipment/Technology Deployment.** LED Luminaires and mast arms themselves provide physical platform to deploy smart city applications
- **Revenue Generation.** Installed equipment/technologies platform serves as revenue generation apparatus for cities



ENERGY & MAINTENANCE

- Utility grade metering
- Usage monitoring
- Remote outage notification
- Utility rebate optimization

UTILITY

- Water metering
- Gas metering
- Equipment monitoring/control
- Hazardous materials emergency response

VEHICLE

- Smart parking
- Parking enforcement
- Vehicle detection
- Mobile payments
- EV charging

TRANSIT

- Fleet management
- Asset tracking
- Mobile payments
- Smart roads

PUBLIC SAFETY

- Video surveillance
- Remote security monitoring
- Emergency response
- Mass notifications

INFRASTRUCTURE

- Sensors
- Antennas
- Wireless connections
- Small cells
- Charging platforms

More specifically and by way of example, here are some smart city solutions offered by TEN Connected:

1. Public Wi-Fi, by REDZONE Wireless (TEN Connected Partner)



Redzone Wireless, LLC is a leading Maine-based wireless internet service provider. The company has deployed a combination of wireless broadband technologies to provide broadband network access to ~220,000 Households, and 30,000 Businesses in Maine.



The company deploys transmission equipment on fiber optic-connected telecommunications towers, delivering competitive broadband services for residential, commercial, enterprise and municipal applications. Redzone's networks operate on both FCC-licensed and open spectrum bands. Redzone's 4G LTE Advanced fixed wireless network operates on 2.5GHz EBS spectrum, secured through a long term exclusive lease agreement with the University of Maine System. Redzone is a certified Pine Tree Zone company, and has received a portion of it's financing through a loan program administered by The Finance Authority of Maine (FAME).

TEN Connected, in partnership with Redzone Wireless, proposes to investigate and propose the construction and activation of a city-wide high speed 100 Mbps public Wi-Fi network and infrared camera system in Portland. The system proposed would include installations of ~ 600 Wi-Fi Access points (APs), and ~600 Infrared cameras, and would be constructed during the installation of LED lighting upgrades.

The City of Portland is spread across 22 square miles of land area, and is lighted by approximately 6,600 light poles/fixtures. Preliminary engineering suggests that approximately 600 Wi-Fi APs would provide network coverage across the entire city.

Managed Wi-Fi Network

As part of the Wi-Fi network, TEN and Redzone will provide a large scale wireless mesh solution for Portland public & municipal use. We will provide a completely turnkey solution, from network design and RF planning to deployment and on-going network maintenance and support. TEN and Redzone will coordinate the installation of wireless broadband internet connections, configure all wireless access points and Redzone will provide Portland with ongoing monitoring, user technical support, and management of all equipment.

Redzone's Customer Service Center located in Maine provides live one-on-one support, 24 hours a day, 7 days a week, 365 days a year. We feel that superior customer service is one of the foundations of our network services.

Benefits of Managed Wi-Fi

- Consulting and Network Analysis
- Complete Turnkey Solution – Hands Off and Worry Free
- Proactive Network Monitoring and Maintenance
- 24 x 7 x 365 Customer Support

Managed IP Video Surveillance

TEN and Redzone also propose a managed IP video surveillance system as a means of protecting the community, as well as public and private property. TEN and Redzone propose a complete turnkey solution including camera/surveillance network design, installation, and on-going network maintenance and support.

Video Surveillance System Features



- Wireless Surveillance Cameras Are Installed on the Same Wireless Network Used for Wi-Fi
- Network Owners Can View and Control Versatile Pan/Tilt/Zoom Cameras from Anywhere via the Internet**
- Day and Night Vision
- Megapixel Resolution
- Weather Proof
- Vandal Resistant

The wireless connectivity will be supplied through Redzone's existing wireless network infrastructure currently deployed throughout the Portland metro area. The public Wi-Fi network will provide a defined period of free daily broadband access to users accessing connections through a custom Portland community portal. The Portland Wi-Fi portal will also provide direct access to local information & community services.

The 100 Mbps Free Public Wi-Fi network will distinguish Portland, Maine among the most connected American cities, bridging the digital divide among economically challenged segments of the population; assisting students with free access to broadband for homework and educational purposes; supporting job seekers with the tools to access and apply for available employment opportunities; and to support tourism by providing visitors to Portland with high value ubiquitous connectivity.

The infrared camera system will provide day & night visibility throughout the city at up to 600 locations to be determined including schools, parks, high traffic areas, intersections, downtown business & entertainment districts, public buildings, parking lots & municipal structures, etc. The system would provide digital recording capabilities and system administration through a cloud-based video control system. The system will allow multiple users in law enforcement, public safety, planning

TEN and Redzone already have established preliminary cost estimates to deliver this service to Portland, and look forward to sharing our vision with the City through this process.

Revenue Sharing

At the conclusion of the daily free Wi-Fi service period (projected to be 60 minutes), Public Wi-Fi network users will be presented the option to purchase access for additional time periods, generally offered in increments of 1 hr, 1 day, 1 week or 1 month. Based on mutual agreement to the specific terms and pricing, TEN Connected and Redzone would be willing to negotiate a revenue sharing arrangement with City of up to 20%. The agreement could enable the Portland to recover its monthly network operating expenses and potentially recapture the original capital investment based on usage.

2. Smart City Media (TEN partner) -- Revenue Generation

A Smart City Media LLC, smart media grid enables communities like Portland to be better connected. In fact, the platform uses information kiosks to create a better connected community, where citizens can easily discover events, programs, deals and other relevant and important information as they walk down the street. The system also allows public safety and homeland security officials to not only see and assess emergency situations but also to broadcast alerts and provide mobile updates to residents in targeted locations.





This platform also serves as a significant revenue generation opportunity. Advertisers can develop targeted content and pay premium fees to broadcast their individual content. This revenue opportunity can net up to several hundreds of thousands of dollars for Portland to be used to pay for light grid infrastructure improvements, public services, or reinvested into the smart street lighting system.

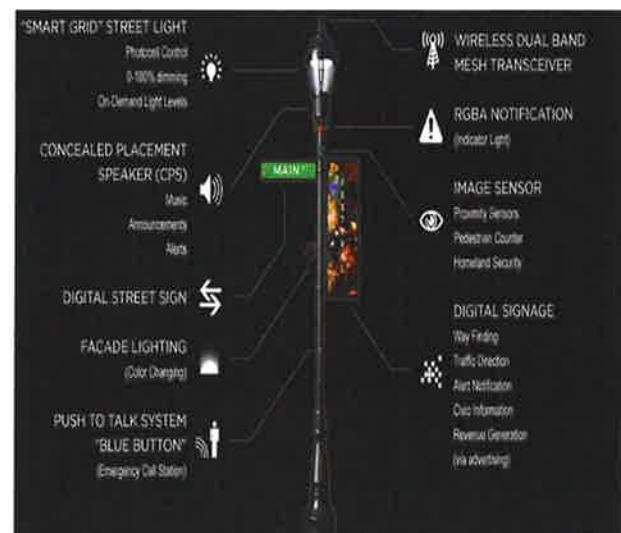


TEN and Smart City Media already have established preliminary cost estimates to deliver this service to Portland, and look forward to sharing our vision with the City through this process. **Original estimates indicate that a smart media platform could generate \$850,000 for Portland in the first 5 years without Portland having to invest any capital in the project.**

a. Intellistreets, by Illuminating Concepts (TEN partner) – Revenue Generation

In addition to generating revenue and providing public safety and homeland security officials with critical information, smart city technologies can also be used to broadcast audio messages to residents, serve as a mechanism to update residents on traffic closures, and use colors and lights to alert individuals to an emergency situation.

Intellistreets has designed, patented and manufactured electronic modules (EM) that may be embedded or attached to almost any form of structure or luminaire. The system uses wireless technology – not Wi-Fi (and therefore potentially less “hackable”) – to communicate with individual luminaires. Using wireless eliminates the high construction costs of wiring, cabling, and conduit and allows for integration within virtually any modern architectural control system for synchronization of any feature within and around the Intellistreets system.



Finally, the system can be used for entertainment purposes and allow the City to use of radio broadcast from playlists while a wide range of additional sensors can be utilized for exciting pedestrian user interaction.

b. Public Safety - Gun Shot Detectors

Recently, a national manufacturer partnered with a technology based company to fit microphones to LED street lighting systems. The microphones can detect gun shots and give approximate locations to local public safety officials who are then able to better determine the number of gun shots and potentially the number of shooters.



6. Installation & Maintenance

Description of Work

TEN Connected will provide an Investment Grade Audit to the City of Portland, detailing the scope of work to be completed. Additionally, once construction begins, TEN Connected will manage and maintain daily progress information and track quantities, contractor payments, and change orders. We will prepare and recommend for approval, periodic installation quantities satisfactory to the City.

Installation Schedule

TEN Connected will develop, monitor and maintain a master project schedule for the entire project to integrate and coordinate the activities of the various ongoing design and construction activities and contracts.

TEN Connected will adhere to the required installation schedule unless otherwise agreed upon by the City and TEN Connected to change the timeframe for installation based on the number of fixtures and smart cities technologies to be installed.

A project schedule can be found in **Section H: Project Schedule**.

Reference Standards

There are important aesthetic, performance, operational, and ethical decisions that must be made when deciding on the street lighting package and installation configuration. These include determining the lighting levels required to accomplish the objectives; balancing the cost, energy efficiency, public safety, maintenance regime, and life cycle of the product chosen; choosing a fixture and pole style; addressing sky glow and light trespass through cut-off options; consideration of control systems; deciding on a light curfew (if appropriate); deciding on pole height and spacing; and evaluating the effect of lighting on nearby ecological habitats, such as parks, greenways, and riparian corridors.

The main goal of a TEN Connected-converted streetlight system is to ensure that safety, security and visibility are maintained throughout the City of Portland by ensuring appropriate lighting levels. At the same time, the volatility of electricity markets, how electricity is priced into the market and, the seemingly inevitable rise in electricity prices, require TEN Connected to focus directly on reducing excess energy consumption wherever possible to offset all costs of the project.

In addition to the goal of improving safety, security and visibility for residents, motorists, cyclists and pedestrians, TEN Connected's design will detail and verify lighting levels and discrepancies in uniformity of existing installations, and will identify any areas requiring corrective action to ensure that, municipality-wide, the lighting system, designed and installed by TEN Connected, will be consistent with nationally recommended lighting level standards post-conversion.

Importantly, TEN Connected shares the City's perspective that, although IES RP-8-14 recommends adequate light levels for the safety of pedestrians, cyclists, and vehicles, existing pole placements limit the degree to which IES standards can be met. Therefore, TEN Connected has independently developed design methodologies that will best deliver adequate lighting for the City for the expected product life cycle while at the same time supporting Portland's specific goals for the project. And therefore, IES standards may not be the standard selected by the City of Portland.

For example, enhanced public safety/homeland security is the primary focus of the City of Baltimore's Phase I LED conversion project. So much so, that the City asked TEN to evaluate fixtures best suited to "overdrive them" in



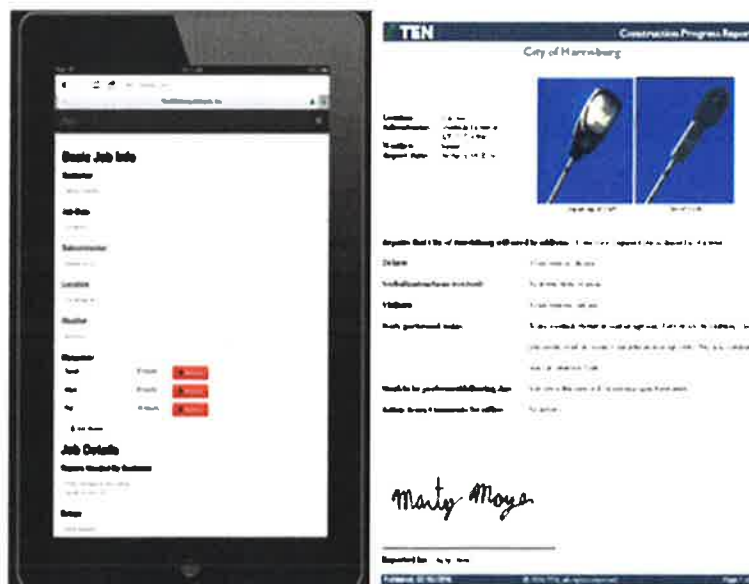
high crime areas to shine a light on potential criminal activity – with the added feature to be able to dim the LED in the future if necessary to preserve its life cycle. TEN's customized design methodologies (based on life cycle costs and fixture performance analyses), after having been fully understood by Baltimore, were used by Baltimore to make its final selection on fixtures.

Submittals

TEN believes that quality control starts in the development stage and continues all the way through construction and measurement and verification. An effective energy savings program requires a delicate balance between engineering and construction management. We establish this balance by involving the construction team during the development phase of the project to ensure the constructability of the lighting and lighting controls solutions we propose. The ultimate success of any energy savings project is measured by the ability of the installed systems to achieve the projected savings targets and to meet environmental expectations, while the success of a brilliant design is predicated by its ability to be constructed. TEN takes a comprehensive approach to development and engineering to establish this critical balance. This approach is possible because TEN utilizes in-house design, engineering and construction management.

Our design, engineering and construction teams work closely with each other to develop the scopes of work that are competitively bid to the City's qualified vendors and contractors to ensure that the design intent is met, the project/system can be installed properly and maintained, and the construction team is very familiar with the project before installation begins. This seamless and transparent hand-off to construction ensures quality control. TEN's team is also open to our subcontractors' input when it improves the design and/or lowers the cost to provide a better solution for the City.

Reporting to TEN's Director of Construction, the on-site 30-hour OSHA Certified Project Manager is accountable for the management of all assigned project construction activities taking place. The Project Manager, through their on-site management, will ensure that the worksite is safe, supervised and managed in an effective and efficient manner for the City. Maintaining and managing daily communications with and directing the activities of all subcontractors is key to the success of the project. Our project managers utilize TEN's proprietary cTEN application to quickly and efficiently report worksite progress, concerns and work scheduled to be performed the following day. *This communication (depicted below) is shared with both our Director of Construction and designated personnel of the City as another procedure to monitor quality control.*





Quality Assurance and Warranty

TEN Connected will conduct spot inspections, a final inspection, and semi-final inspection if directed, and generate a punch list of work to be completed for each contract. TEN Connected will monitor the punch list until it is complete. TEN Connected will provide written notice to the City when all project work is complete and recommend project acceptance.

TEN Connected will provide an individual experienced with safety programs in construction to serve as the City's agent and representative in matters of construction safety, specifically one with experience which directly relates to state and local safety laws, including statutes, rules, regulations, and ordinances. Tasks will include the following: a) Review the timeliness of safety and accident prevention procedures on the project and review and accept Contractor Safety Programs; b) In the event certain individuals are found to be in violation of safety requirements, direct the subcontractor to remove the individual employee, or to invoke any other contractual remedy deemed appropriate; c) Observe and monitor subcontractor compliance with OSHA, the City, and local and state laws and regulations; d) Periodically attend Foremen's 'tool box' safety meetings and evaluate effectiveness; e) Review and accept subcontractor emergency and safety plans and procedures; f) Organize and participate in monthly site inspections and report on findings; g) Continually coordinate the City's general and specific safety concerns with the Project; h) TEN's involvement in the Safety of the project shall in no way relieve or decrease the Contractor's obligation for safety.

Installation

TEN Connected will conduct bi-weekly on-site job progress meetings for the project with Project Management representation in attendance as needed. We will attend/facilitate pre-job and preconstruction conferences and all job related meetings. TEN Connected will discuss issues and actions to be taken with all responsible parties, and dates when issues are to be resolved. TEN Connected will review and negotiate costs for additional extra work. TEN Connected's team can provide detailed engineer's cost estimates, and our project managers will document the contractor's work force for any extra work that may be required or requested.

Field Quality Control

TEN Connected will provide daily management while the project is on-going. TEN Connected's project managers will be available to coordinate with contractors, utilities, and City of Portland operations personnel to evaluate progress and activity daily. TEN Connected's project managers will also provide regular emailed progress reports and updates from our proprietary cTEN construction management program.



Adjusting and Cleaning

For each of its customers, TEN delivers a custom Operations and Maintenance (O&M) manual for luminaires and controls systems. Minimal maintenance is required considering 20-year fixture life and extremely low failure rates of LEDs (i.e. less than 1% in TEN's experience). The development of the maintenance plan starts during the Audit phase of the project. TEN carefully evaluates operating procedures and characteristics so that the luminaires, controls, and ancillary equipment have the most appropriate maintenance plan. TEN's maintenance analysis process yields benefits because the systems can then be operated at the highest level of efficiency.

Disposal

TEN Connected will develop the strategy, identify vendors, and manage the overall process. Collected materials will be gathered including but not limited to capacitors, mercury containing devices, drums, bulbs, and ballasts



and placed in an accumulation area. For each project, accumulation sea containers will be stored at strategic locations for ease of disposal. These locations, when selected, will provide several advantages; most notably the fact that it is a covered and relatively sealed environment. Hazardous products will be kept in the original containers unless they are not re-sealable. The original material safety data sheets (MSDS's) will be retained and available for review by City of Portland. If surplus product must be disposed, disposal requirements set forth by the local, State, and Federal regulations will be followed as applicable. During the collection of materials, the selected recycling and disposal management vendor will ensure and certify that the integrity of the equipment or containers is sound. If the integrity is compromised, the vendor will immediately re-pack the containers or equipment. Temporary containment, if required, will be constructed of polyurethane sheeting and oil socks. The sheeting will be placed under the affected areas and oil socks will be placed around the perimeter of the sheeting.



7. Construction Administration

TEN Connected will work with the City to develop bidding documents for the installation of street lighting systems. Led by our Director of Installation and the Director of Design - TEN Connected will assist in the review of all bid documents to confirm that each specification is addressed and met by the respondents. TEN Connected Solutions offers a full commissioning of fixtures not simply a spot-check to determine if installation procedures are followed.

TEN Connected recommends maintenance on a time and materials basis due to the extremely low failure rate of LEDs (less than 1%) and the availability of "attic stock" to be provided by TEN Connected as part of the project. Alternatively, TEN Connected will offer to undertake a maintenance protocol which also provides a labor warranty directly to the City, and administers the materials warranty provided by the fixture manufacturer.

TEN Connected's specifications for Installation and Maintenance Contractors will include, but will not be limited to, the following:

- Description of Work;
- Required Installation Schedule;
- Order of Streets or Areas to be Converted;
- References;
- Submittals;
- Quality Assurance;
- Commissioning Assistance;
- Warranty;
- Installation Plan;
- Field Quality Control;
- Adjusting & Cleaning;
- Disposal;
- Availability of Maintenance Services; and,
- Safety Record

In addition to the language listed above, TEN Connected will also include language relating to platform training for TEN Connected's proprietary project management software (cTEN), fixture recycling, traffic control and flagging, obtaining permits, or any other goals required of the City, such as M/W/DBE participation goals.

After working with the City to determine the minimum requirements for installation and maintenance contractor(s), and after Invitations for Bids (IFB) have been issued by the City, TEN Connected will review each bid to confirm which vendors have met the minimum criteria, and will deliver to the City a concise summary of those bids for purposes of evaluating desired services and selecting and approving subcontractors.

All subcontractors will perform their work under the direction of TEN Connected's in-house construction project management and will be required to use TEN Connected's cTEN technology platform (for project progress reporting) that will enable the City, and the TEN Connected project team, to receive daily installation updates. Our project management team also will be responsible for training, preparing customized Operations & Maintenance (O&M) manuals, and overseeing project commissioning.

TEN Connected will conduct spot inspections in accordance with the RFP, a final inspection, and semi-final inspection if directed, and generate a punch list of work to be completed for each contract. TEN Connected will



monitor the punch list until it is complete. TEN Connected will provide written notice to the City when all project work is complete and recommend project acceptance.

For example, TEN Connected is currently installing LED street lights in the City of Baltimore. To keep the local community and city officials up-to-date on the progress of the project, TEN Connected coordinates weekly briefing documents. A sample bi-weekly report (TEN Connected prepared for the City of Baltimore) can be found in **Attachment 2: City of Baltimore Street Lighting Upgrades Bi-Weekly Report dated October 28, 2016.**



8. Acquisition of Street Lights

TEN Connected has been closely monitoring the case that has been proceeding in front of the Maine Public Utilities Commission. TEN Connected will assist the City in completing the acquisition of the street lighting system from Central Maine Power. The bulk of such negotiation of course is the Net Book Value (NBV) of the system, as well as the specific requirements (approved by the MPUC) for the City to take ownership of the system from CMP.

TEN Connected will specifically follow the guidelines and procedures currently being developed in strict conformity to that which is required – including whether fusing must be accomplished by CMP or it is legally permissible for someone else to install the required fusing.

Nevertheless, TEN Connected has dedicated staff on hand (who are former utility company executives), who are available to diplomatically negotiate and finalize the various acquisition documents between the City of Portland and CMP.

TEN Utility Billing Structure Experience

It is important to note that due to TEN Connected's contracts with the cities of Bethlehem and Harrisburg (both served by Pennsylvania Power and Light - PPL) and Baltimore (served by Baltimore Gas & Electric – BGE) for their LED streetlight conversion projects, TEN Connected has become intimately familiar with utility street light billing structures across these and other utility territories we are currently conducting business.

Furthermore, TEN Connected's work with the City of Baltimore required TEN Connected not only to design and project manage Baltimore's LED streetlight conversion project, but specifically includes the technical analysis of Baltimore's BGE utility billing structure, including utility bill reconciliation. TEN Connected is confident that we will be able to provide this same comprehensive level of understanding, experience, and successes to the City of Portland in preparing and submitting the information required by Central Maine Power to adjust to the new LED tariff rate.

Currently, TEN Connected is assisting the City of Harrisburg, PA in negotiating the acquisition of several hundred remaining street lights, which are the only remaining street lights in that city that are still owned by the local utility.



9. Rebate/Incentives

Prequalification Application – TEN Connected will repair and submit, on the City’s behalf, a prequalification application with Central Maine Power to begin the rebate and incentive program process, and will follow through with such application until all amounts are received that are due to the City or Portland.

Rebate Program Submission – TEN Connected will establish and maintain necessary records for any products eligible for rebates, and will submit rebate applications per the program’s instructions (as completed or at the end of construction) to the Central Maine Power. Upon receipt from the City, TEN Connected will submit itemized receipts or invoices with the manufacturer, model number, and purchase price of each qualifying product in addition to supplying manufacturers’ specification sheets, as well as submitting any other documentation required by Central Maine Power to maximize available rebates.

The following information from Efficiency Maine would be used to determine rebate estimates and would be used in the program submission application.

	New LED Fixtures	
	Measure Description	Incentive
	Streetlight or Parking Fixture (Pole Mounted; utility pole mounted fixtures are ineligible)	\$75-\$175
	Wall-Mounted and Area Fixture (Wallpack)	\$100
	Canopy or Parking Garage Fixtures	\$50-\$75
	Flood and Spot Lights	\$75-\$175

Final Submission – TEN Connected will compare final project quantity and products with final rebate submission, and will communicate with Central Maine Power to confirm that final submission has been submitted for approval.

Receipt and Payment – TEN Connected will coordinate with the City of Portland and Central Maine Power to ensure that final submissions and payment of rebates and incentives have been completed.

For this initiative, TEN Connected will also seek any other rebates and financial incentives available for the City of Portland. For example, as part of TEN Connected’s street lighting conversion for the City of Bethlehem (PA), TEN Connected obtained \$224,000 in rebates directly paid to the city by the local utility. In the case of the City of Harrisburg, TEN Connected assisted in facilitating a \$500,000 grant awarded to Harrisburg specifically intended for the purchase of equipment related to Harrisburg’s LED street lighting conversion, as well as applying for and securing for Harrisburg in excess of \$385,000 in direct-pay rebates to the city under Pennsylvania’s Act 129 utility rebate program. As certain incentives are time and program sensitive, TEN Connected will undertake careful planning to optimize and obtain maximum value of all incentives available to the City of Portland.



F. Value Added Services

Compared to high-intensity discharge (HID) lamps, like HPS, LEDs provide the following benefits for the City of Portland:

Technology

Reduce Maintenance	Save Energy
- Fewer lamps to replace and dispose due to longer life, lack of parts to replace - Less associated lane closures	- High system efficacy - Less site wattage due to utilization - Controllable and dimmable
Improve Optical Control	Improve Visibility
- Reduce direct and reflected uplight - Less light trespass with reduced shielding - Reduce wasted light	- Better color rendering - More uniform lighting distributions - Eliminate dark areas between poles
Increase Safety	Increase Environmental Care
- Reduced fixture outage liability concerns - Broad spectrum lighting (white light)	- Reduce hazardous waste - Reduce energy consumption

Services

TEN Connected Solutions has the expertise and the national network available to guide the City during the implementation of all smart cities technologies, including but not limited to citywide Wi-Fi, smart traffic and parking management, interactive electronic communication, advanced lighting controls, environmental sensing, electronic vehicle charging, waste management technologies, and other opportunities. For example, early research and estimates by TEN Connected Solutions indicates that the City of Portland could potentially generate millions of dollars in revenue over the term of the contract. These projections are based on advertising revenue and converting the street lighting system to LED; however, revenue generated from installing meters, smart street lighting controls, Wi-Fi, and other technologies will allow the City to realize additional substantial revenues that can be used for operations and infrastructure improvements.



G. Additional Information

Please see **Attachment 3: City of Harrisburg Case Study** and **Attachment 4: Project Photo Gallery**



H. Project Schedule

Construction services will be sourced through mutually agreed upon specialty electrical and controls subcontractors. All subcontractors perform their work under the direction of TEN Connected's construction project management team. TEN Connected's local construction project managers will collaborate with our internal engineering team on specific design issues which are certain to arise. Our project management team will also be responsible for training, preparing custom Operations & Maintenance (O&M) manuals, and overseeing project commissioning.

Draft Project Schedule assumes street lighting inventory will be purchased from Central Maine Power (CMP) prior to contract signing.

Once the City of Portland approves the contract and secures any project funding necessary, the following is our expected installation schedule.

Draft Project Schedule:

Task Description	Duration (Calendar days)
City of Portland Work Order Contract Issued & Fully Endorsed	5 business days
TEN Prepares Final Design	10 business days
Material Procurement & Delivery Services	30 business days
Installation Services, Utility Conversion & Controls Commissioning	65 business days
Substantial Completion (Punch List Submitted and Completed)	15 business days
Final Completion (including final controls commissioning)	10 business days



PRESENTED TO
CITY OF PORTLAND, MAINE
11/9/2016

ATTACHMENT 1:

TEAM RESUMES



TEN Maine

19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 1918

TEN New England

51 Melcher Street
Boston MA 02210

TEN DC/Baltimore

9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

855.429.1010 | tenconnected.com | info@tenconnected.com

Street Lighting Team Individual Resumes

TEN Connected Solutions' Executive Team:

Troy Geanopoulos - CEO

Rob Campbell, PE, MBA - EVP

TEN Connected Solutions' Street Lighting Team:

Patrick Regan – VP, Customer Solutions

Olivia Benson, MBA – Program Manager

Joseph Statler - Director of Installation

Mike Schneider, LC, CLEP, CPM – Director of Design

Greg Lok, PE, CEM – VP, Technology & Engineering

Troy Geanopulos **CEO**

Total years of relevant energy-related experience: 20+ Years

Anticipated Role:

As TEN Connected's Chief Executive Officer, Mr. Geanopulos will be a main point of contact throughout the duration of the City's project, along with Patrick Regan, VP Customer Solutions. Troy will ensure proper coordination of TEN Connected's project team with Patrick Regan to ensure Portland's overall satisfaction.

Educational Background:

B.A – Dickinson College, Carlisle, Pennsylvania

Professional/Technical Professional affiliations:

Tepper School of Business – Entrepreneurial Leadership Forum

Member, U.S. Green Building Council

Member, Green Building Alliance

Experience

TEN and TEN Connected Solutions - Chief Executive Officer, 4 years

Mr. Geanopulos is responsible for guiding all of TEN Connected Solution's business development efforts and strategy to address client needs and objectives. He has a valuable combination of skills and experience, which enables him to understand and discuss customer contractual needs and requirements, and extensive hands-on experience in recognizing customer project strategies through decades of energy efficiency experience.

Constellation NewEnergy – Sr. Vice President of Sales, 2.5 years

As Sr. VP of Sales, Mr. Geanopulos was responsible for leading a national sales team for this Fortune 500 Company, developing marketing and business development strategies to position Constellation Energy (now an Exelon Company) as the nation's leading provider of energy efficiency solutions.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)

Municipal Government Street Lighting, \$3.6 million

2013 / 2014 - City of Bethlehem, Bethlehem PA

Municipal Government Street Lighting, \$3.9 million

2013 / 2014 - United Steel Workers Building, Pittsburgh PA

Commercial Office Building, \$3,510,136

2015 - Eastern Gateway Community College

College, \$1,759,014

2014 - The Pennsylvania State University, Beaver Stadium

State University, Stadium Lighting, \$763,274

Rob Campbell, PE, MBA
Executive Vice President

Total years of relevant energy-related experience: 26+ Years

Anticipated Role:

As TEN Connected's EVP, Mr. Campbell will oversee management of the customer's goal development and strategic planning. Mr. Campbell's primary responsibilities will involve coordination and assignment of resources and project personnel/subcontractors to ensure construction and engineering timelines are met.

Educational Background:

Master of Business Administration – Carnegie Mellon University, Pittsburgh, Pennsylvania

B.S. in Mechanical Engineering – University of Toronto, Toronto, Ontario

Professional/Technical Professional affiliations:

Professional Engineer – Association of Professional Engineers of Ontario

Experience

The Efficiency Network - President and Chief Operating Officer, 4 Years

Mr. Campbell is responsible for the day-to-day operations at TEN Connected Solutions and manages the strategic planning and development goals of the clients.

Constellation NewEnergy – Vice President for Business Operations and Project Management, 7 Years

As Vice President for Business Operations and Project Management, Mr. Campbell provided strategic guidance and support to Constellation's project portfolio.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)

Municipal Government Street Lighting, \$3.6 million

2013 / 2014 - City of Bethlehem, Bethlehem PA

Municipal Government Street Lighting, \$3.9 million

2013 / 2014 - United Steel Workers Building, Pittsburgh PA

Commercial Office Building, \$3,510,136

2015 - Eastern Gateway Community College

College, \$1,759,014

2014 - The Pennsylvania State University, Beaver Stadium

State University, Stadium Lighting, \$763,274

Patrick Regan, Esquire
VP, Customer Solutions

Total years of relevant energy-related experience: 7 Years

Anticipated Role:

As TEN Connected's VP of Customer Solutions, Mr. Regan will be the primary point of contact through the duration of the project. Working with the CEO, Troy Geanopulos, and EVP, Rob Campbell, Patrick will coordinate and deliver TEN Connected's project team to ensure overall customer satisfaction.

Educational Background:

J.D. – Duquesne University School of Law, Pittsburgh Pennsylvania

B.A – Boston College, Chestnut Hill, Massachusetts

Professional/Technical Professional affiliations:

Licensed Attorney in Pennsylvania

Member, National Energy Services Coalition (PA Chapter)

Experience

TEN Connected Solutions - VP, Customer Solutions, 2.5 Years

Mr. Regan is responsible for overseeing TEN Connected's sales efforts and strategy to address client needs and objectives. He has a valuable combination of skills and experience, including: a law degree, which enables him to understand and discuss customer contractual needs and requirements, as well as extensive hands-on experience in recognizing customer technology, operational, and financial strategy and needs, including presentation and analysis of various financial options and grant programs to determine those best suited for a customer's project.

Constellation, An Exelon Company – Senior Business Development Manager, 4 Years

As a senior business development manager, Mr. Regan managed Constellation's Pennsylvania energy efficiency teams from project evaluation through the Investment Grade Audit phase of development and served as the primary customer interface from scope definition through project implementation.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA

Municipal Government Street Lighting, \$3.6 million

2014 - City of Bethlehem, Bethlehem PA

City Street Light Conversion, \$3.8 million

2013 - Municipal Authority of Westmoreland County, PA

Municipal Water and Wastewater System, \$8.4 million

2013 - Lancaster County, PA

County Buildings, \$6.4 million

2012 - Fayette County, PA

County Buildings, \$2.8 million

Olivia Benson
Program Manager

Total years of relevant energy-related experience: 2 Years

Anticipated Role:

As TEN Connected's Program Manager Street Lighting / Smart Cities Technology Solutions, Ms. Benson will assist in the overall development of the project and manage project-related communications to ensure effective coordination and customer satisfaction.

Educational Background:

M.S. – University of Pennsylvania, Philadelphia, Pennsylvania

M.B.A. – Point Park University, Pittsburgh, Pennsylvania

B.S. – Carnegie Mellon University, Pittsburgh, Pennsylvania

Professional/Technical Professional affiliations:

Experience

TEN Connected Solutions - Program Manager, 2 Years

Ms. Benson is responsible for identifying and developing opportunities to cultivate business relationships and to promote opportunities for TEN Connected Solutions. She assists in the development, award, and signing of contracts with clients and project support where needed in order to meet and exceed client expectations. Additionally, Olivia conducts legislative and industry research to provide clients with comprehensive information related to national street lighting projects and trends.

City of Pittsburgh – Youth Policy Director, 2 Years

As a policy director, Olivia managed and designed community-focused programming for city-wide implementation and led public affairs outreach strategies for youth and education initiatives.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)

Municipal Government Street Lighting

\$3.6 million

2015 – Middletown Borough, PA (currently in construction)

Municipal Government Street Lighting

\$0.6 million

Joe Statler
Director of Installation

Total years of relevant energy-related experience: 15 Years

Anticipated Role:

As the Director of Installation, Mr. Statler will be the responsible for the development, installation and commissioning of all energy conservation measures.

Educational Background:

Associates Degree - Beaver County Community College, PA

Professional/Technical Professional affiliations:

PMP (Project Management Professional) training

OSHA 30 Hour Training

Certified Lift Operator

Competent Person/Scaffolding Erecting

CP/AED Certified

OSHA 10-hour Training

Experience

TEN Connected Solutions - Director of Installation, 3.5 Years

Mr. Statler is responsible for all aspects of project construction, including but not limited to cost-estimating, coordination of subcontractors, inspections and commissioning, quality assurance and quality control. He also manages relationships with supplier and contractor Network Partners.

Constellation – Director of Site Operations, 10 yrs.

As director of site operations, Mr. Statler was responsible for all aspects of project construction, including cost-estimating, coordination of subcontractors, inspections and commissioning.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)

Municipal Government Street Lighting, \$3.6 million

2013 / 2014 - City of Bethlehem, Bethlehem PA

Municipal Government Street Lighting, \$3,924,843

2013 / 2014 - United Steelworkers Building, Pittsburgh PA

Commercial Office Building, \$3,510,136

2015 - Eastern Gateway Community College

University, \$1,759,014

2014 - The Pennsylvania State University, Beaver Stadium

State University, Stadium Lighting, \$763,274

Mike Schneider, LC, CLEP, CPM
Director of Design

Total years of relevant energy-related experience: 17 yrs.

Anticipated Role:

Mr. Schneider will research, design, and oversee field installations and testing of high-quality, cost-effective lighting and water conservation measures. His extensive field experience allows him to improvise and revise designs in order to best meet all situations. Having worked with nearly 60 lighting manufacturers, he knows the products, how they work, and the best applications for each option.

Educational Background:

Project Management Certification Program – Xavier University
Community College of Allegheny County

Professional/Technical Professional affiliations:

CPM - Certified Project Manager

Member IESNA (Illuminating Engineering Society of North America)

Certified Lighting Efficiency Professional – AEE

LC - Lighting Certified – NCQLP (National Council Qualifications for the Lighting Professions)

Experience

TEN Connected Solutions – Director of Design, 3 Years

Mr. Schneider's responsibilities include researching, designing, and overseeing field installations and testing of high-quality, cost-effective lighting and water conservation measures

NORESCO - Lighting and Water Energy Engineer, Years

As a lighting and water energy engineer, Mr. Schneider was responsible for the auditing, design, procurement and installation of energy efficient lighting and water solutions.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)

Municipal Government Street Lighting, \$3.6 million

2013 / 2014 - City of Bethlehem, Bethlehem PA

Municipal Government Street Lighting, \$3,638,379

2013 / 2014 - United Steelworkers Building, Pittsburgh PA

Commercial Office Building, \$3,847,034

2014 - The Pennsylvania State University, Beaver Stadium

State University, Stadium Lighting, \$763,274

2015 - Eastern Gateway Community College

University, \$1,759,014

Greg Lok, PE, CEM
VP, Technology

Total years of relevant energy-related experience: 19 Years

Anticipated Role:

As TEN Connected's Vice President, Technology, Mr. Lok will be reviewing engineering design and structuring projects so that each customer receives the best possible economic and environmental terms.

Educational Background:

B.S Mechanical Engineering. – Queen's University; Kingston, Ontario, Canada

Professional/Technical Professional affiliations:

Professional Engineer (PE) in Pennsylvania, Ohio, West Virginia, Delaware, Virginia, New Mexico and Ontario

Certified Energy Manager (CEM)

Certified Project Manager (CPM)

Member, Association of Energy Engineers (AEE)

Experience

TEN Connected Solutions – VP, Technology, 2.5 Years

Mr. Lok is an energy management specialist that oversees the engineering development of projects, manages internal and external customer expectations, and makes sure that engineering development team meets the needs outlined by the customer. On the R&D side of the business, Greg is responsible for integrating the physical aspects of the energy services business into TEN Connected's software automation platform. He continuously looks for additional applications that can expand TEN Connected's offering and help customers create smart buildings.

Constellation – Executive Director of Product Development, 7 Years

As Executive Director of Project Development, Mr. Lok managed Constellation's MUSH (Municipal Governments, Universities, Schools, Hospitals) Energy Services team with over 35 professional designers and engineers encompassing projects from coast to coast.

Five Year History of Energy Performance Contracting Project Experience

2015 - Temple University, Philadelphia, PA

Higher Education, \$2.6 Million

2015 - Eastern Gateway Community College, Steubenville, OH

College, \$1,759,014

2015 - Community College of Allegheny County, Pittsburgh, PA

College – South Campus, \$3,755,230

2015 - City of Harrisburg, Harrisburg, PA (currently in construction)

Street Light LED Retrofit, \$3,600,000

Phase 1 – 2007; Phase 2 – 2009; Phase 3 – 2012 - Westmoreland County Housing Authority, Greensburg PA

Public Housing, \$12,000,000



PRESENTED TO

CITY OF PORTLAND, MAINE

11/9/2016

ATTACHMENT 2:

CITY OF BALTIMORE, MD BI-WEEKLY REPORT SUBMITTED TO CITY OCTOBER 28, 2016



TEN Maine

19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 19118

TEN New England

51 Melcher Street
Boston MA 02210

TEN DC/Baltimore

9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

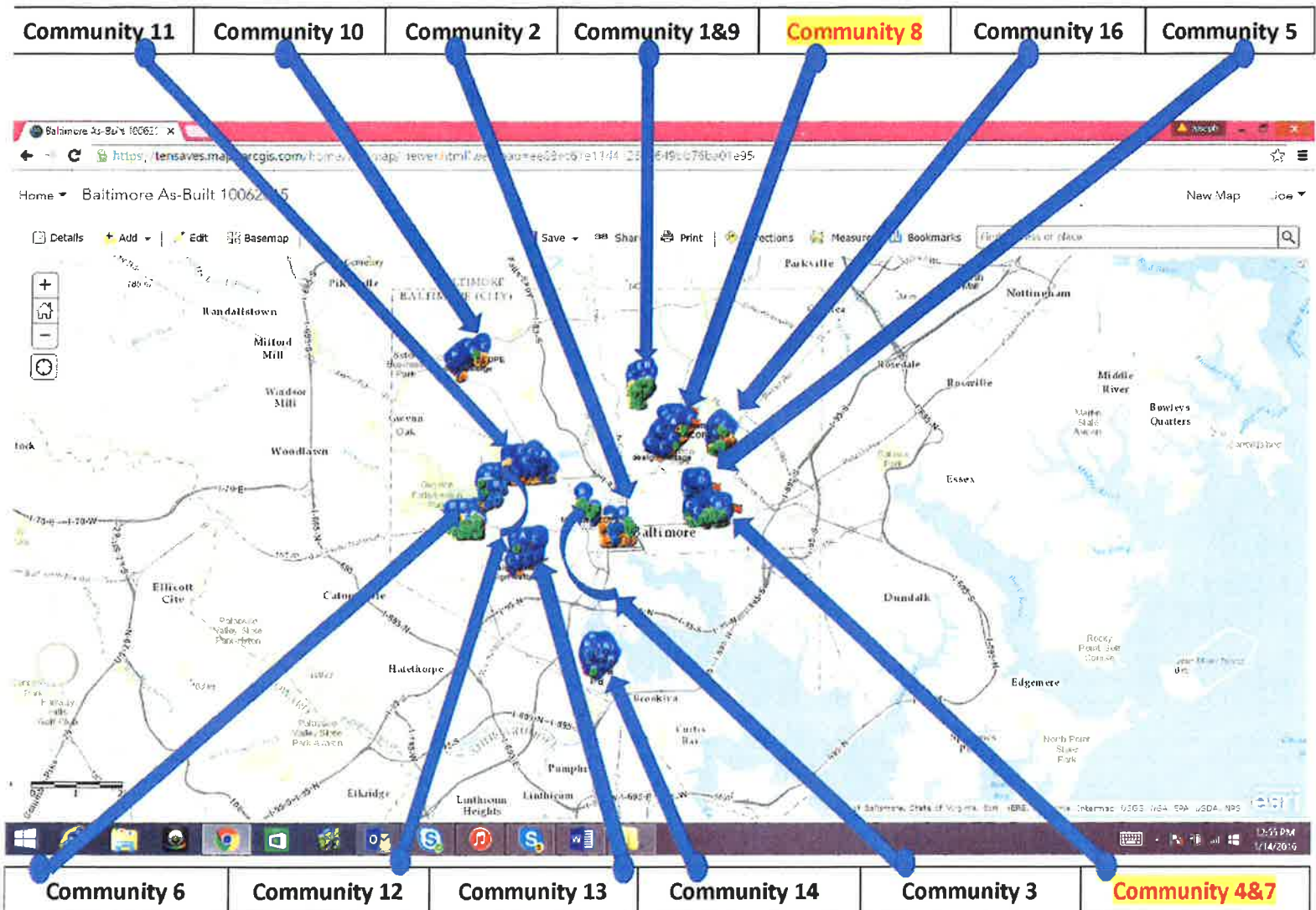
855.429.1010 | tenconnected.com | info@tenconnected.com

City of Baltimore Street Lighting Upgrades

October 28th, 2016

Overview of work:

- Communities highlighted have varying degrees of updates from the 10/14/2016 update



DOT Owned/BGE Maintained =

2142 Pendants Complete (located in fifteen communities)

677 PMAs Complete (currently working in community 8)

278 Acorns retrofitted (located in seven communities, 10, 3, 5, 2, 16, 4&7), No Status Change)

DOT Owned/DOT Maintained =

132 Pendants Complete (currently working in community 3, 1 & 9)

163 PMAs Complete (currently working in communities 4&7)

BGE Owned/BGE Maintained =

1,947 Pendants Complete (located in fifteen communities), ALS back on DOT owned work

6 PMAs Complete (completed PMAs in communities 13 and 6)

	Total complete	Total in project	
Pendant Only	4222	4260	99.11%
PMA (PT) Only	846	1721	49.16%
Acorn (PT3/PT4) Only	278	281	98.93%
Original Overall % Complete	5346	6262	85.37%
Adjusted % Complete (scope deducts)	5346	6244	85.62%

Summary of work:

Community 16 - no change since 10/14/2016

DOT Owned/BGE Maintained =

~29 Pendants Complete 11/11 (indicated by a "Blue C")

~0 PMAs Complete of 150

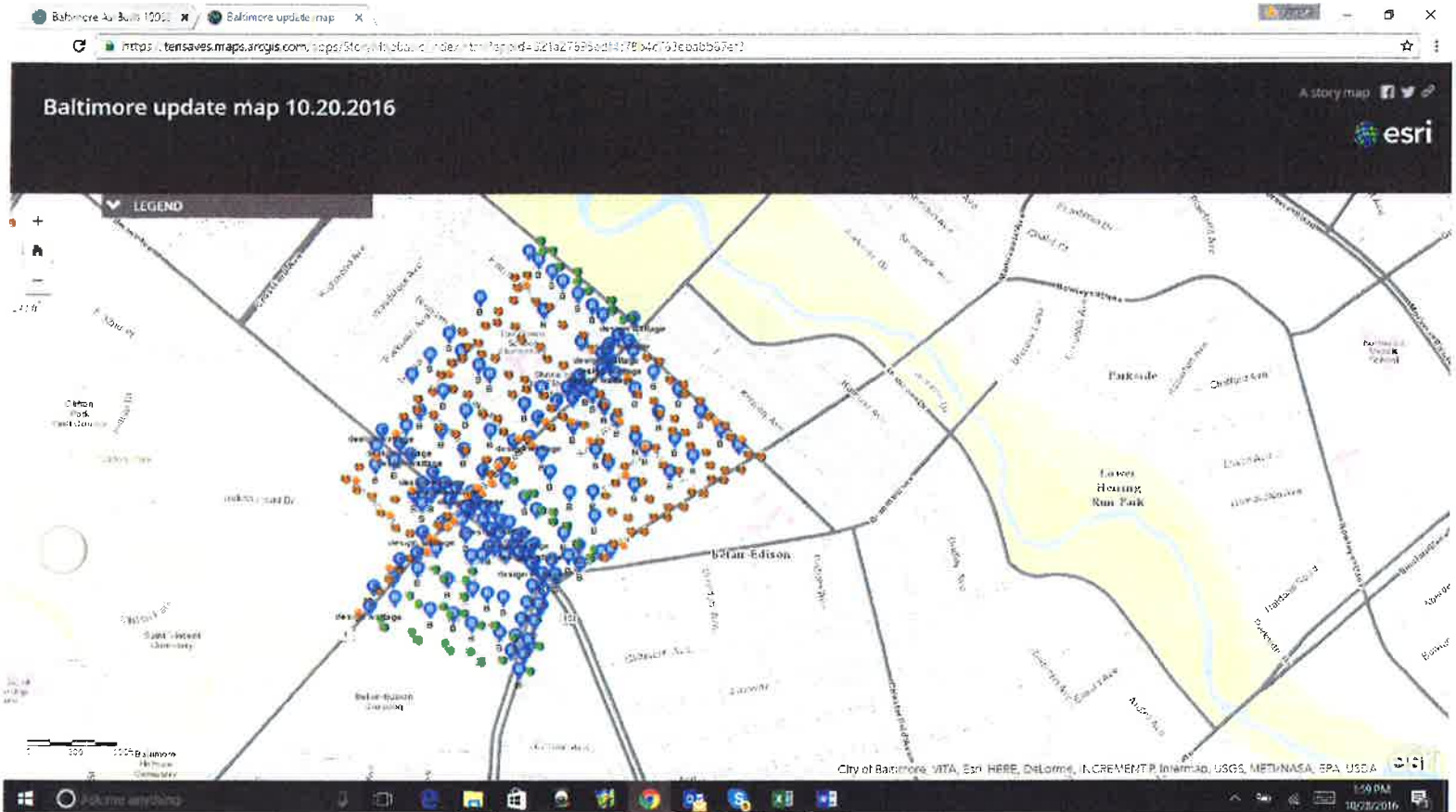
~17 Acorns retrofitted Complete 4/8 (indicated by a "Blue C")

DOT Owned/DOT Maintained =

~0 Pendants in scope

BGE Owned/BGE Maintained =

~114 Pendants Complete 7/20 (indicated by a "Blue B")



Summary of work:

Community 4 & 7

DOT Owned/BGE Maintained =

~220 Pendants Complete 12/3 (indicated by a "Blue C")

~90 PMAs Complete of 90, thru 4/8 progress

~14 Acorns Complete of 14, thru 4/8 progress

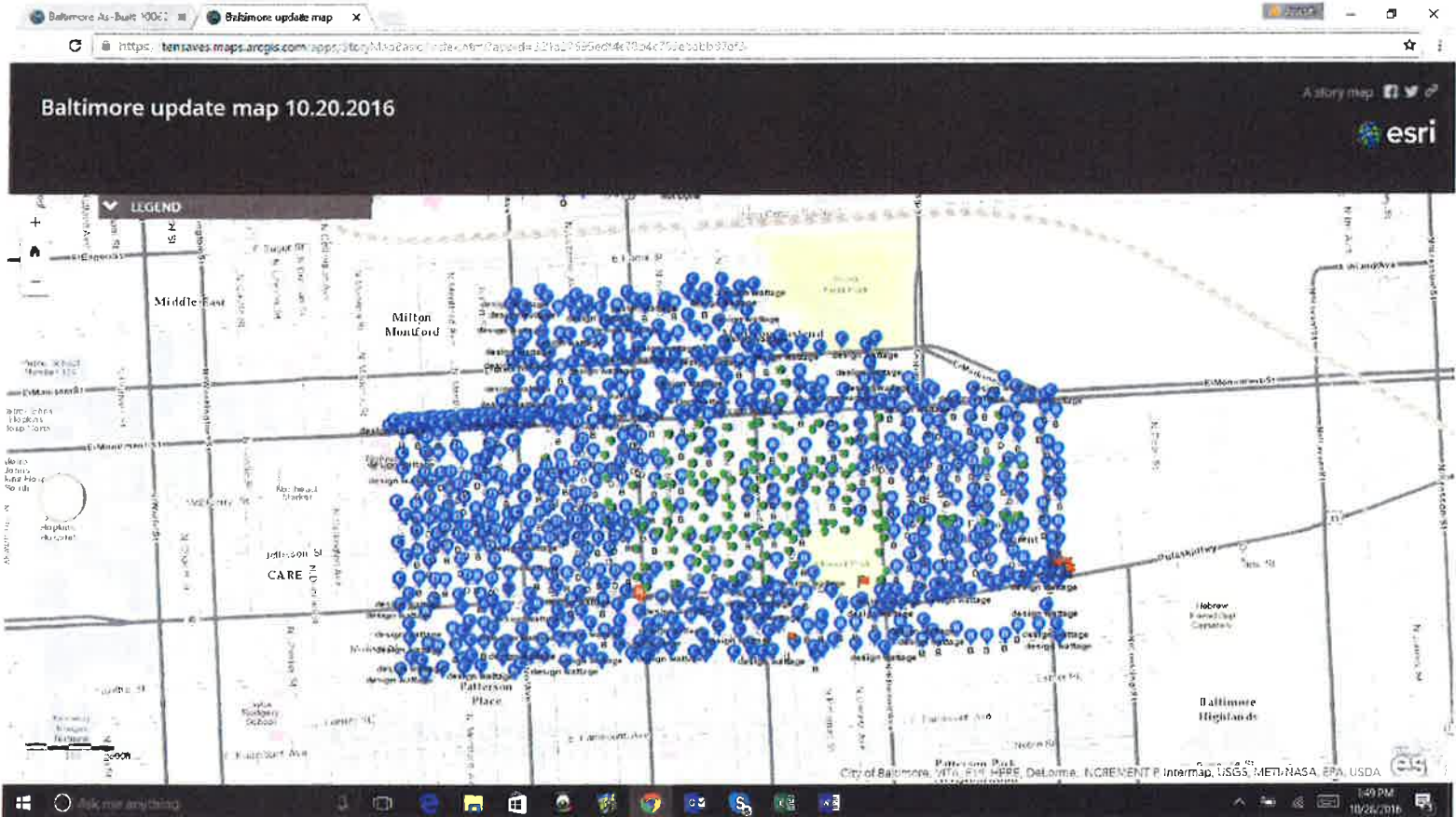
DOT Owned/DOT Maintained =

~16 Pendants of 16 Complete 3/25 (indicated by a "Blue D")

~98 of the 292 PMA fixtures, thru 10/28 progress

BGE Owned/BGE Maintained =

~247 Pendants Complete 2/26 (indicated by a "Blue B")



Summary of work:

Community 2 - no change since 10/14/2016

DOT Owned/BGE Maintained =

~463 Pendants of 466 Complete 4/8 (indicated by a "Blue C")

- In final stages of pendant scope verification and evaluating streets for completion

~NO PMAs to be done

~228 of 231 Acorns retrofitted Complete 3/25 (indicated by a "Blue C")

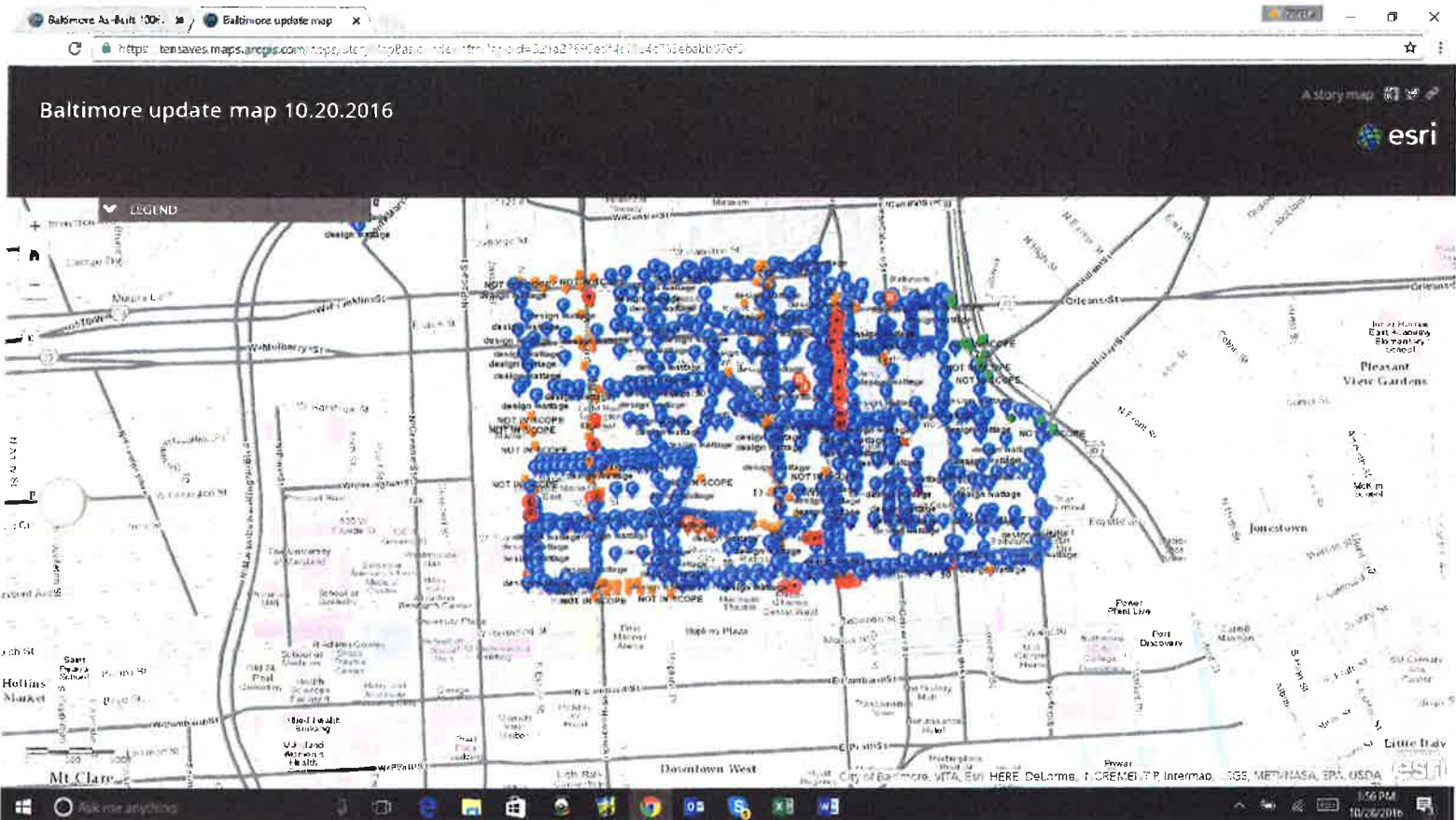
- In final stages of acorn scope verification and evaluating streets for completion

DOT Owned/DOT Maintained =

~2 Pendants in scope

BGE Owned/BGE Maintained =

~3 Pendants Complete 10/16 (indicated by a "Purple circle")



Summary of work:

Community 6 – no change since 10/14/2016

DOT Owned/BGE Maintained =

~81 Pendants Complete thru 2/24 (indicated by a "Blue C")

~126 PMAs Complete of 127, thru 9/29 progress

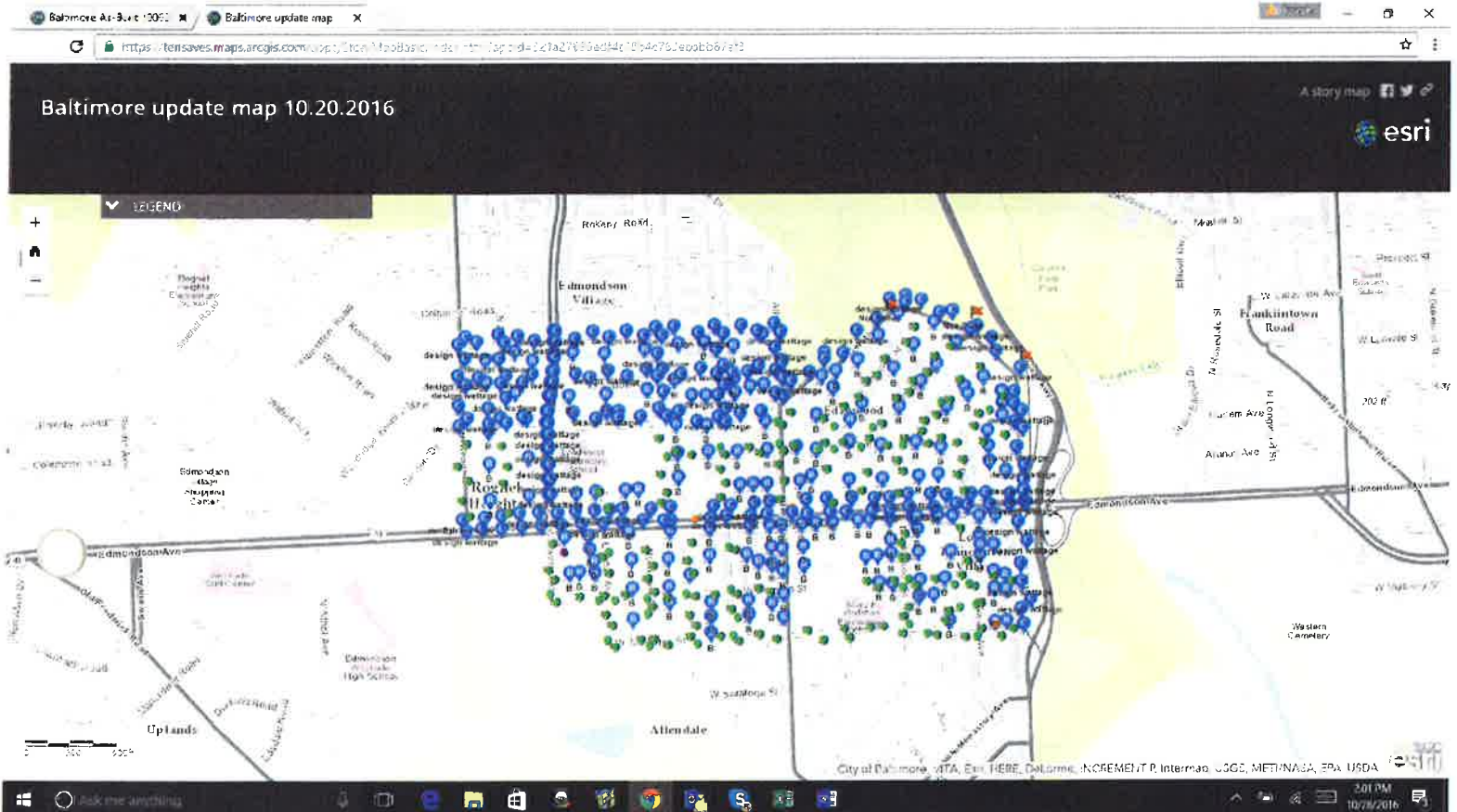
DOT Owned/DOT Maintained =

~0 Pendants in scope

~6 PMAs Complete of 6, thru 8/10 progress

BGE Owned/BGE Maintained =

~155 Pendants Complete 11/8 (indicated by a "Blue B")



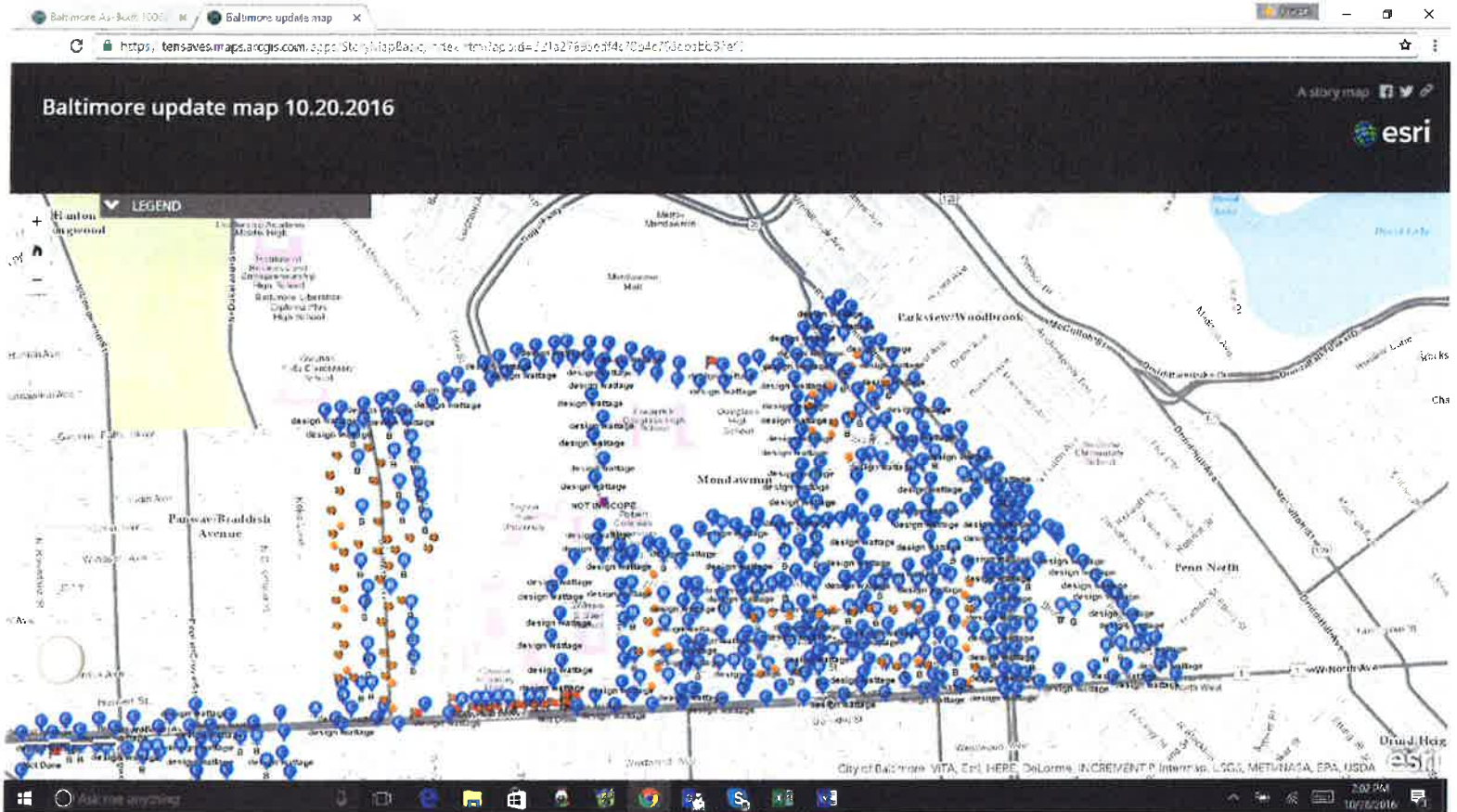
Summary of work:

Community 11 - no change since 10/14/2016

DOT Owned/BGE Maintained = ~312 Pendants Complete 1/15 (indicated by a "Blue C")

DOT Owned/DOT Maintained = ~0 Pendants in scope

BGE Owned/BGE Maintained = ~143 Pendants Complete 10/29 (indicated by a "Blue B")



Summary of work:

Community 13 - no change since 10/14/2016

DOT Owned/BGE Maintained =

~334 Pendants Complete 12/3 (indicated by a "Blue C")

~104 PMAs Complete of 119, thru 8/10 progress

~NO Acorns to be done

DOT Owned/DOT Maintained =

~5 Pendants in original scope, these are BGE poles and material was returned to storage

BGE Owned/BGE Maintained =

~180 Pendants Complete 11/21 (indicated by a "Blue B")



Project Images

Community 8 → East 31st Street





PRESENTED TO

CITY OF PORTLAND, MAINE

11/9/2016

ATTACHMENT 3:

CITY OF HARRISBURG, PA CASE STUDY



TEN Maine

19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 11918

TEN New England

51 Melcher Street
Boston MA 02210

TEN DC/Baltimore

9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

855.429.1010 | **tenconnected.com** | **info@tenconnected.com**



PROJECT SNAPSHOT

The City of Harrisburg's highly-competitive procurement process selected TEN Connected Solutions to analyze the City's street lighting system.

TEN Connected Solutions collaborated with City leaders to create an ambitious project plan, converting 6,200 streetlights to LED technology with guaranteed annual cost savings.

"The new LED lights are not only more energy efficient, but they are brighter than the old lighting," said Mayor Eric Papenfuse. "I am confident a brighter Harrisburg will mean a safer and more beautiful city for us all."

TECHNICAL COMPONENTS

- Complete audit and asset inventory, including GIS/GPS street light mapping
- City-wide system design and installation of high-efficiency LED lighting
- Intelligent wireless controls integration
- Utility rebate application and administration

For more information on street lighting projects and Smart Cities technologies please go to TENConnectedSolutions.com

CUSTOMER PROFILE

The City of Harrisburg is the capital of Pennsylvania and the county seat of Dauphin County, the center of the Harrisburg-Carlisle MSA of over a half million residents. Harrisburg is a dynamic and diverse city, enjoying an economic, cultural and social revitalization.

FINANCIAL RESULTS

\$3.6 Million
Project cost

\$525,000
Annual guaranteed energy savings

\$60,000
Annual operational savings

\$285,000
Rebates applied for and secured

FINANCIAL RESULTS

Annual savings of:

3,900,000 kWh Electricity

3021 Tons CO₂ Reductions

TEN Headquarters

1501 Reedsdale St, Ste 401
Pittsburgh PA 15233

TEN DC/Baltimore

9025 Maier Rd, Ste B
Laurel MD 20723

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 1918

TEN New England

51 Melcher Street
Boston MA 02210



PRESENTED TO

CITY OF PORTLAND, MAINE

11/9/2016

ATTACHMENT 4:

TEN CONNECTED SOLUTIONS GALLERY



TEN Maine

19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 19118

TEN New England

51 Melcher Street
Boston MA 02210

TEN DC/Baltimore

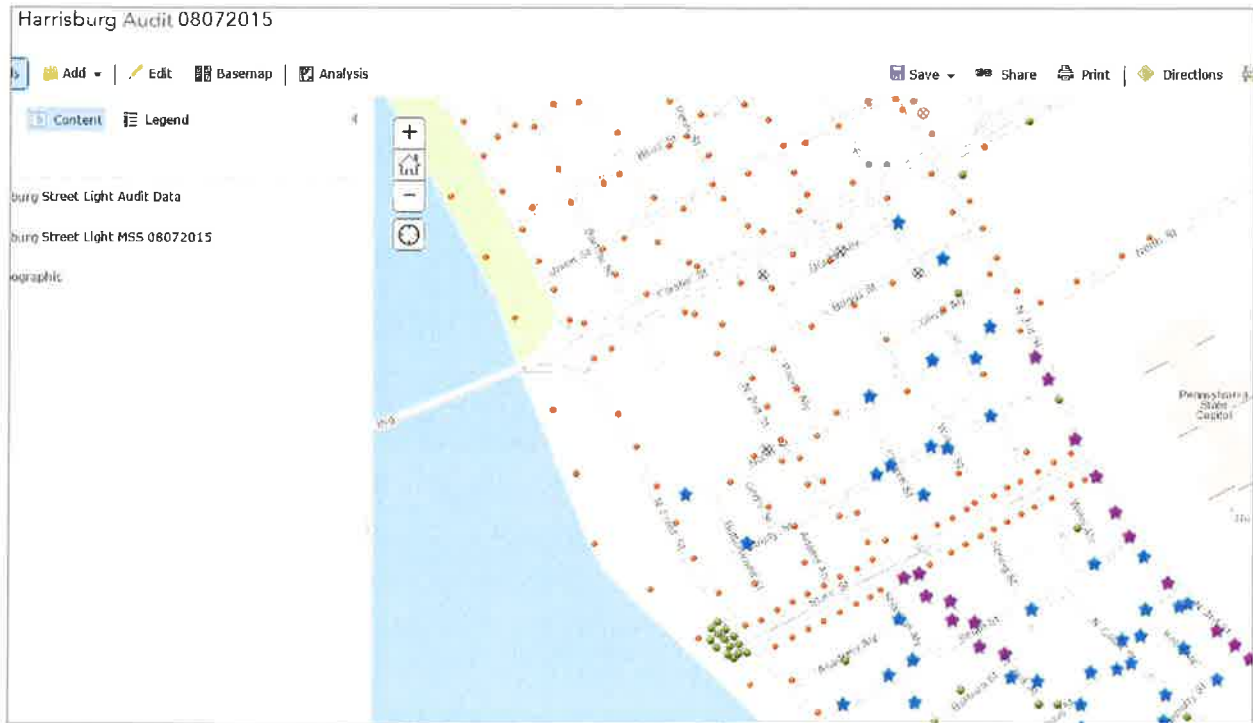
9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

855.429.1010 | tenconnected.com | info@tenconnected.com



1. City of Harrisburg – Audit in Progress



2. City of Harrisburg – Tree Trimming Locations

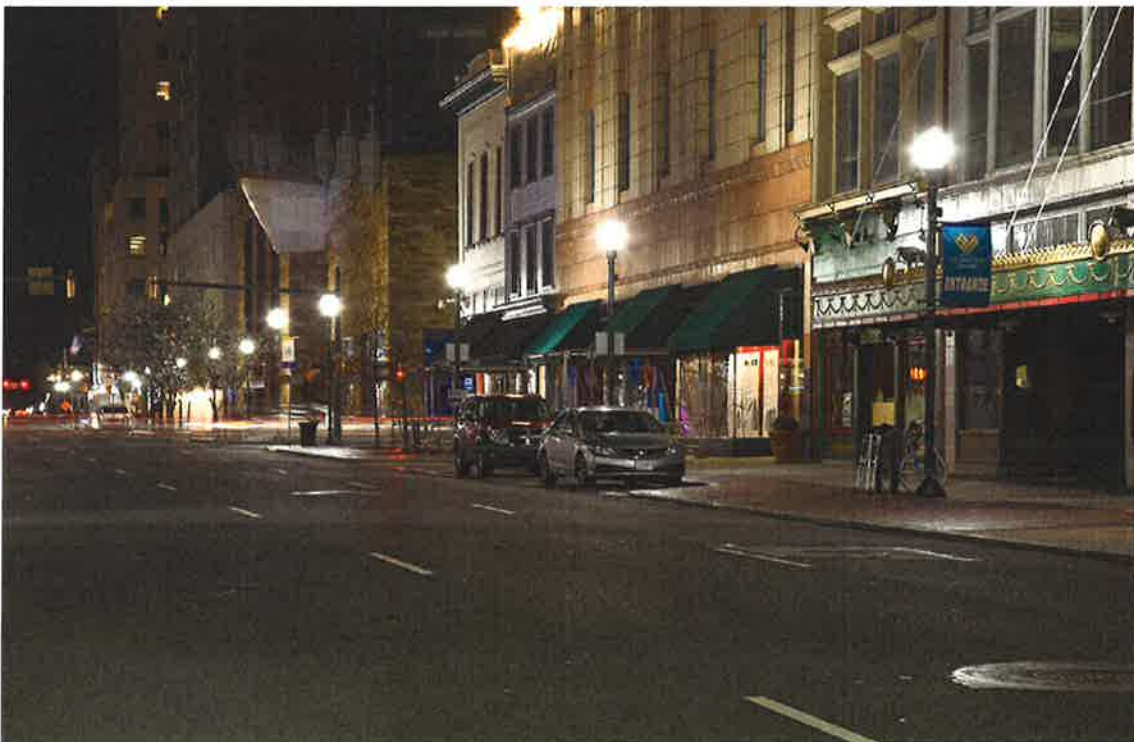




3. City of Harrisburg – North 7th Street LED Street Lights (Truly Green and Eaton/Cooper)



4. City of Harrisburg – Market Street Truly Green Decorative LED Lighting





5. City of Harrisburg – Italian Lake Truly Green Decorative LED Lighting



6. City of Harrisburg – Italian Lake Truly Green Decorative LED Lighting





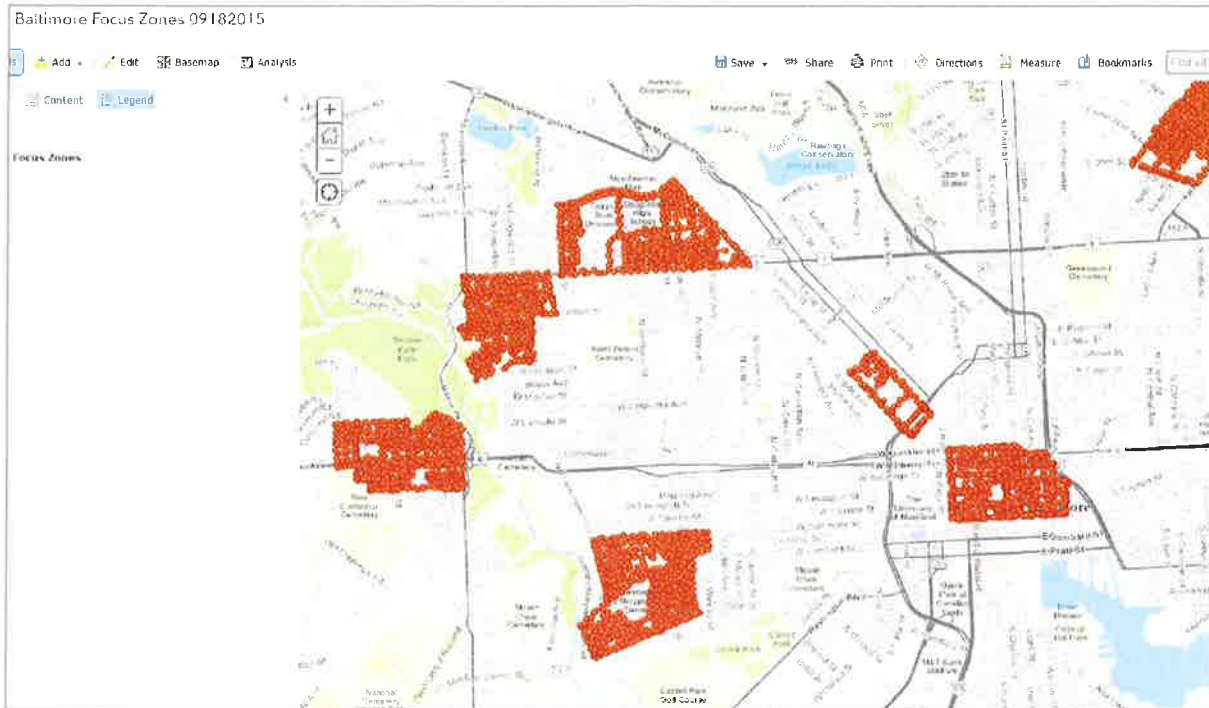
7. City of Harrisburg – Eaton/Cooper LED Cobra Head Luminaire



8. City of Harrisburg – Eaton/Cooper LED Cobra Head Luminaire



9. City of Baltimore – Focus Zones



10. City of Baltimore – LED Decorative Street Lighting Installation



EXHIBIT C – Project Design And Construction

1. Capitalized Terms

All capitalized undefined terms used in this Addendum shall have the meanings assigned thereto in the Contract to which this Exhibit is attached.

2. Project Assumptions and Development Parameters

Project Assumptions are based on the information Portland provided to Contractor as part of the RFP process, Contractor proposed project options to Portland, which options are more specifically identified in Contractor's Response dated 11/9/2016 (Contractor's RFP response) of the Contract.

If and when discovered throughout the audit and installation process, Contractor and Portland will work together, to the satisfaction of Portland, to correct and/or reconcile any inaccuracies in the information and data provided by Portland to Contractor as part of the RFP process.

3. Summary of Project Parts

Project Part 1: Contract date to June 30, 2018

QTY	Description	Price
Core LED Lighting and Control System Upgrade		\$ 2,916,948
4847	CMP cobrahead LED upgrade (new CREE fixtures)	\$ 1,757,017
283	CPM flood and shoebox LED upgrade (new fixtures)	\$ 208,703
5130	Fusing for CMP Cobraheads, floods, and shoeboxes	\$ 343,901
5130	Controls for CMP cobraheads, floods, and shoeboxes (Echelon)	\$ 544,694
2	Parking Garage LED upgrades	\$ 62,633
City Selected Smart City Project Allocation for:		\$1,083,052
Public and City Wi-Fi (1st half of project, ~ 100 locations)		
City Hall exterior color lighting upgrade		
Payson Park softball field LED upgrade		
Deering Oaks fountain color lighting upgrade		
Riverside Golf EV and Cart Charging project		
Pilot decoratives install, to help determine the approach on Phase 2 construction		
Interactive Kiosks for resident/visitor engagement		
Pilot project for Blue Emergency Light system		
Tree trimming, pole painting, LED project contingency		

TOTAL COST of PART 1: \$4,000,000

The dollar amounts set forth in the table above include a portion of the Phase I design work cost listed in Exhibit C-8.

Project Part 2: July 1, 2018 to June 30, 2019

QTY	Description	Price
Core LED Lighting and Control System Upgrade		\$ 2,308,404
290	CMP Holophane LED upgrade (50/50, retrofit/new)	\$ 421,077
784	CMP GE Town & Country LED upgrades (70/30 retrofit/new)	\$ 967,842
402	Portland Decorative LED Upgrades (50/50, retrofit/new)	\$ 602,422
1074	Fusing for CMP Holophane, GE (not for Portland-owned)	\$ 71,998
1476	Controls for all decoratives (CMP and Portland-owned)	\$ 245,065
City Selected Smart City Project Allocation for:		\$ 1,691,596
Public and City Wi-Fi (2nd half of project, ~ 150-300 more locations)		
Dougherty Field LED lighting installation (1 or more fields)		
Traffic Flow System Forrest Ave Corridor		
6 Electric Vehicle (EV) charging stations		
Casco Bay Bridge color LED lighting installation		
Environmental Sensors, Video Cameras installed in Strategic Locations		
Riverton lighting upgrade		
Tree trimming, pole painting, LED project contingency		

TOTAL COST of PART 2: \$ 4,000,000

Details for Project Part 1 and Part 2 are further outlined throughout this Exhibit.

Project Part 3: Ongoing Managed Services (TBD)

During the initial implementation of the Contract, Portland and Contractor will work collaboratively, in good faith, to develop a detailed plan to implement other managed services to further reduce City costs and/or increase City revenues. The cost of these services has yet to be determined and, as of the date of the Contract, is only contemplated by Portland. If implemented, Contractor will develop the scope of the managed services in close consultation with Portland. The final description and cost of any ongoing managed services to be provided under this paragraph is subject to the City's prior written approval.

4. Project Cost

The cost of Part 1 is not to exceed \$ 4,000,000.

The cost of Part 2 is not to exceed \$ 4,000,000.

5. Financing the Project: Indicative Interest Rate and Term

To finance the project, it is Portland's intention to obtain tax-exempt lease purchase financing from Bank of America, or other suitable lender, with an indicative interest rate of approximately 2.050%. It is anticipated that the term of the repayment of the project will not exceed ten (10) years, including the cost of financing.

6. Savings Measurement and Guarantee Services

Subject to the City's prior written approval for each applicable year, Contractor shall provide Measurement and Verification (M&V) services within 12 months after City provides final acceptance of Part 1, Phase II, and every year following, up to 12 years, unless Portland terminates the Measurement and Verification Services earlier. Immediately following the project acceptance date, Contractor shall request City's written approval to provide the following Savings Measurement and Guarantee Services with regard to the Project, (a) setting-up and administering the program, approved by Portland, for the annual verification of project savings achieved in accordance with the International Performance Measurement & Verification Protocol (IPMVP), (b) provide Project Savings Performance Guarantee, and (c) Perform contract administration functions during the Savings / Repayment Term, which shall include but not be limited to: (i) conducting periodic meetings with Portland to determine whether any changes in the Project have occurred, or may occur, that has resulted, or may result, in changes in the anticipated savings from the Project; (ii) assisting Portland in assessing the actual or anticipated impacts, if any, from such changes; (iii) advising Portland regarding options as a result of such changes, and (iv) analyzing savings reports on an annual basis to confirm operating assumptions for purposes of the Project Savings Performance Guarantee. If City requests such M&V services, the City shall pay Contractor at the rates set forth in section A(2) of Exhibit C-8.

7. Project Savings Performance Guarantee

Contractor guarantees that the Project shall provide Portland with a “Guaranteed Dollar Savings Amount” for each Measurement Year of the 10-year savings term.

In order to reconcile this Project Savings Performance Guarantee, the “Actual Project Dollar Savings Amount” for each Measurement Year shall be determined by Contractor in accordance with the procedures of the Measurement and Verification Plans approved by Portland. This reconciliation shall occur within ninety (90) days of the end of each Measurement Year during the 10-year savings term.

If the Actual Project Dollar Savings Amount is equal to or greater than the Guaranteed Dollar Savings Amount for that Measurement Year, then no reconciliation reimbursement from Contractor to Portland is necessary. If the Actual Project Dollar Savings Amount is less than the Guaranteed Dollar Savings Amount for that Measurement Year, then Contractor shall reimburse Portland for the difference between the Guaranteed Dollar Savings Amount and the Actual Project Dollar Savings Amount (“Dollar Savings Shortfall Amount”) for that Measurement Year, subject to the terms, conditions, procedures, reconciliations and formulae which are further outlined in the Portland-approved Measurement & Verification Plan described in Exhibit C-7.

8. Work Schedule

The Project’s Work Schedule, which shall be subject to review and approval by Portland, shall be attached hereto and made a part of the Contract, and the Work Schedule will describe the portions of the design specification and installation work based on the selected equipment.

9. Additional Project Documents

The following tables/schedules/information, attached hereto and made a part hereof, are added to the Contract as additional Project documents under the Contract:

EXHIBIT C Documents

- (a) **Exhibit C-1** - Determination of Savings
- (b) **Exhibit C-2** - Project Design Approval & Notice to Proceed Form
- (c) **Exhibit C-3** - Project Pricing and Adjustment Information
- (d) **Exhibit C-4** - Project Information and Schedule
- (e) **Exhibit C-5** - Project Work Schedule
- (f) **Exhibit C-6** - Scope of Work, Equipment Description, and Warranty Information
- (g) **Exhibit C-7** - Guaranteed Dollar Savings Amounts, Measurement & Verification Service, and Bonding - Schedule for Payment for the Work
- (h) **Exhibit C-8** - Payment for the Work
- (i) **Exhibit C-9** - Other General Conditions
- (j) **Exhibit C-10** - Contractor's Certificate of Liability Insurance
- (k) **Exhibit C-11** - Contractor's Registration with the Maine Department of the Secretary of State
- (l) **Exhibit C-12** - Applicable Rebate Information: Efficiency Maine
- (m) **Exhibit C-13** - Transfer of Ownership from Utility to Portland Inventory
- (n) **Exhibit C-14** - Portland Owned Inventory (no transfer of ownership required)

EXHIBIT C - 1

DETERMINATION OF SAVINGS

A. Determination of Energy Cost Savings

Energy Cost Savings will be calculated by comparing actual energy use with the energy use in the Base Period. Portland and Contractor, by mutual consent, may elect to determine Savings for some or all installations by sub-metering, direct measurement and calculation, or some other means, rather than by direct comparison with the Base Year. In this event, Contractor will perform the necessary calculations, which will be subject to approval by Portland. Energy use in the Base Year may be adjusted by mutual consent.

ENERGY COSTS:

Electricity Supply:

The following tariffs are derived from Portland's Competitive Energy Services Summary of Contracts, dated 10/28/2016:

a) Street lighting supply:

Streetlight A: NextEra All-Inclusive (term: 5/19/2015 to 11/30/2018) \$0.05835/kWh

Streetlight B: Constellation All-Inclusive (term: 2/1/2016 to 11/30/2019) \$0.04690/kWh

For the contract

Street lighting supply: \$0.05263/kWh

These are tariffs for illustrative purposes only and are not intended to reflect actual future tariffs which will likely be different and subject to market conditions.

b) Parking garage(s) supply:

City A: NextEra (MGS/SGS) All-Inclusive (term: 5/19/2015 to 11/30/2017) \$0.07795/kWh

Electricity Delivery:

City of Portland Utilities Charge:

a) Street lighting delivery: Central Maine Power (CMP) rate SL, Section 2, "Delivery Only" \$0.055332/kWh

b) Parking garage(s) delivery: Central Maine Power (CMP) MGS Secondary 3 Phase \$12.32/kW

Web reference:

<https://www.cmpco.com/YourHome/pricing/pricingSchedules/default.html>

SAVINGS DETERMINATION:

SCOPE	PROJECT PART	EXISTING COSTS					POST PROJECT UPGRADES COST					PROJECT COST SAVINGS
		kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kWh	Utility Maintenance	kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kWh	Utility Maintenance	
TRANSFER OF OWNERSHIP FIXTURES												
	1	2,601,923	N/A	\$136,939	\$143,970	\$517,004	699,705	N/A	\$36,825	\$38,716	\$0	\$722,371
	1	430,473	N/A	\$22,656	\$23,819	\$46,900	95,092	N/A	\$5,005	\$5,262	\$0	\$83,109
	2	204,224	N/A	\$10,748	\$11,300	\$28,635	77,353	N/A	\$4,071	\$4,280	\$0	\$42,333
	2	434,179	N/A	\$22,851	\$24,024	\$85,673	150,293	N/A	\$7,910	\$8,316	\$0	\$116,322
Utility Special Facilities - Poles Only		1	N/A	N/A	N/A	\$ 99,340	N/A	N/A	N/A	N/A	\$0	\$99,340
sub-total: Transfer of Ownership Fixtures			3,670,799	\$193,194	\$203,113	\$777,553	1,022,443		\$53,811	\$56,574	\$0	\$1,063,475

PORTLAND OWNED FIXTURES		kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kWh	Maintenance	kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kWh	Maintenance	
Decorative Fixtures - Retrofit (qty 201)	2	139,401	N/A	\$7,337	\$7,713	\$856	46,704	N/A	\$2,458	\$2,584	\$0	\$10,864
	2	147,141	N/A	\$7,744	\$8,142	\$856	53,408	N/A	\$2,811	\$2,955	\$0	\$10,976
sub-total: Portland Owned Fixtures			286,542	\$15,081	\$15,855	\$1,713	100,112		\$5,269	\$5,539	\$0	\$21,840

PORTLAND OWNED FACILITIES		kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kW	Maintenance	kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kW	Maintenance	
Elm Street Garage	1	133,215	228	\$10,384	\$2,809	\$1,748	57,685	96	\$4,497	\$1,183	\$0	\$9,262
	1	215,973	324	\$16,835	\$3,992	\$2,848	86,037	132	\$6,707	\$1,626	\$0	\$15,342
sub-total: Portland Owned Facilities			349,188	\$27,219	\$6,801	\$4,596	143,722	228	\$11,203	\$2,809	\$0	\$24,604

SAVINGS SUMMARY

PART 1 Savings		3,381,584	\$186,814	\$174,589	\$782,149	\$938,519	\$53,033	\$46,787	\$0	\$1,043,733
PART 2 Savings		924,946	\$48,680	\$51,179	\$1,713	327,758	\$17,250	\$18,135	\$0	\$66,186
TOTAL Savings		4,306,529	\$235,494	\$225,768	\$783,862	1,266,277	\$70,283	\$64,922	\$0	\$1,109,919

Cost Savings, for the purposes of this contract, are escalated at 2.00% per year for the term of the repayment period.

The Annual Electric Savings is based upon the pre-retrofit Portland billed amounts less the post-retrofit, as-built billing amounts projected for the traffic lighting quantities listed in Exhibit C-6. The Project's Estimated Annual Electric Usage (kWh) amounts for post-retrofit utility billings will be based upon the as-built street lighting quantities, operating hour assumptions, kWh, and billing rates in accordance with the procedures set forth in Exhibit C-4.

Should the as-built quantities change, the projected electric usage shall be adjusted by the added or deducted unit quantities multiplied by the corresponding kWh usage per unit. Such electric kWh adjustments shall be set forth in Change Order(s) to be prepared by Contractor and approved by Portland from time to time during the installation period. An updated Electric Usage Spreadsheet and electric utility billing model will be provided by Contractor for the as-built Project at the end of the installation period.

Base Utility Rates: The utility rates are set forth above. There are no gas or water savings associated with this work.

B. Determination of Transfer of Ownership (Buyback) Cost Savings

Transfer of Ownership Cost Savings:

In addition to the energy savings, this Project also creates significant equipment and maintenance savings through the Contractor and the City's ability to negotiate the transfer of ownership of certain street lighting fixtures from the local Utility to Portland. These savings can be quantified using the transfer of ownership agreements between the local Utility and Portland now that those negotiations are successfully complete. The source of the savings is largely due to and a result of the fixtures then being converted to much more long-lasting and highly warranted LED technology. The Contractor has also negotiated the best possible warranty for Portland with the ultimate equipment vendor. All Transfer of Ownership cost savings will be agreed to by Portland and will be deemed as such as part of any ongoing measurement and verification service. Transfer of ownership savings, for the purposes of this contract, are escalated at 2.00% per year for the term of the repayment period.

EXHIBIT C-2
PROJECT DESIGN APPROVAL AND NOTICE TO PROCEED FORM
TEMPLATES

EXHIBIT C-2, ATTACHMENT A

PHASE I - PROJECT DESIGN ACCEPTANCE AND NOTICE TO PROCEED FORM

(This form will be used by the City of Portland to acknowledge its acceptance of the design and serve as its notice to proceed with the installation of the project.)

In accordance with the Contract ("Contract"), entered into this _____ day of _____, 2017, by and between THE CITY OF PORTLAND (the "Portland") and TEN CONNECTED SOLUTIONS, INC. ("Contractor");

Contractor has performed the Phase I Design Specification Work for the project and submitted to Portland the necessary design and specification documents for the Project ("Design Documents").

Portland has reviewed the Design Documents and hereby designates its acceptance of the Design Documents by execution of this Project Design Acceptance Form.

Contractor is hereby authorized to commence work on the installation of the above referenced Project in accordance with the Design Documents and the following:

- Project Information summarized in Exhibit C-4;
- The time period as set forth in Exhibit C-5, Project Work Schedule;
- The Project Pricing and Adjustment Information as set forth in Exhibit C-3;
- Measurement and Verification protocols summarized in Exhibit C-7.

Such Project Exhibits have been duly executed by both Portland and Contractor.

Contractor acknowledges and agrees that City's execution of this form is for purposes of accepting the Design Documents only, and such acceptance shall not be deemed to impose any duty or liability upon the City related to the design of Contractor's work, and such acceptance shall not relieve the Contractor of any duty or liability it may have under the Contract or applicable law.

Execution of this Design Acceptance and Notice to Proceed by Portland:

By: _____

Date: _____

Acceptance and Notice Acknowledgement By Contractor:

By: _____

Date: _____

EXHIBIT C-2, ATTACHMENT B

PHASE III - PROJECT ACCEPTANCE CERTIFICATE FORM

(This form will be used by the City of Portland to serve as its acceptance of the project and to authorize Contractor to begin to conduct the savings Measurement and Verification services.)

In accordance with the Contract ("Contract"), entered into this _____ day of _____, 2017, by and between THE CITY OF PORTLAND (the "Portland") and TEN CONNECTED SOLUTIONS, INC. ("Contractor"), Portland is hereby accepting that all portions of the Installation Work are substantially complete and operational as of this _____ day of _____, 20____, ("Project Acceptance Date").

Portland and Contractor acknowledge the attached "punch list" of items to be completed by Contractor no later than the dates as specified on the attached sheet for each item, in accordance with the terms of the Contract and its Scope of Work.

In accordance with the terms of the Contract, Contractor is hereby authorized to conduct the Savings Measurement and Verification Services, which includes the measurement and verification of the Actual Energy Savings in accordance with Exhibit C-7 of the Contract.

Contractor acknowledges and agrees that City's acceptance of the project and execution of this form shall not be deemed to impose any duty or liability upon the City related to the performance of Contractor's work, and such acceptance shall not relieve the Contractor of any duty or liability it may have under the Contract or applicable law.

Project Acceptance Certified by Portland:

By: _____

Date: _____

Project Acceptance Acknowledgement by Contractor:

By: _____

Date: _____

EXHIBIT C-3

PROJECT PRICING AND ADJUSTMENT INFORMATION

Project Cost Adjustments for “Changes in the Project”:

Contractor may experience additional costs or losses of Project Savings for reasons which could not reasonably have been anticipated or controlled by Contractor. Adjustments to the Project Cost may be authorized if, for example, Contractor experiences additional costs above those established in the Project Cost Budget or if there is a deletion or substantial modification to the Project by Portland.

There shall be no additional Project Costs without the City’s prior written approval. Any adjustments to the Project Cost shall be billed/credited by Contractor in accordance with the same general pricing and other terms set forth in this Contract. Contractor shall have no obligation to act on modifications to the Project Scope of Work unless it agrees to do so in writing.

A. UNIT PRICE FOR EACH ADDITIONAL or DEDUCTED UNIT (units added to or deducted from Quantities Listed in Exhibit C-6 Scope of Work, Equipment Description, and Warranty Information:

All unit pricing includes all materials, labor, and other expenses.

Quantities for each type of equipment can be found in Project Scope.

A 1. UNIT PRICE FOR EACH ADDED OR DEDUCTED TECHNOLOGY

Portland Approved Equipment	Portland Approved Part #	Add/Deduct Cost
Arm Mounted Cobra Head LED Light Fixture, 83W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N	\$321.46
Arm Mounted Cobra Head LED Light Fixture, 50W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X1	\$321.46
Arm Mounted Cobra Head LED Light Fixture, 74W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X6	\$321.46
Arm Mounted Cobra Head LED Light Fixture, 23W	Cree RSWS-A-HT-2ME-3L-30K7-UL-GY-N-X3	\$268.53
Arm Mounted Cobra Head LED Light Fixture, 30W	Cree RSWS-A-HT-2ME-5L-30K7-UL-GY-N-X1	\$277.91
Pole Mounted Dusk to Dawn/Barn Light LED Light Fixture, 50W	E-conolight E-DD1L50N1	\$245.43
Wall Mounted Flood Light LED Light Fixture, 79W	Holophane ACP0LED PK2 MVOLT WFR 30K YK GYSDP 10KVIL PER7 06 43 NL	\$642.91
Arm Mounted Shoebox Fixture LED Light Fixture, 110W	Holophane ATB0 30BLEDE10 MVOLT R3 3K BZ NL P7 w/Arm	\$481.44
Arm Mounted Shoebox Fixture LED Light Fixture, 72W	Holophane ATB0 30BLEDE70 MVOLT R3 3K BZ NL P7 w/Arm	\$481.44
CMP Approved Fuse Holder	Sicame USA FTSC25SCO 2L300N 10A	\$140.42
Control System – Fixture Control Node	Echelon TOP900 TLX-E GPS	\$115.22
Control System – Gateway/Segment Controller	Base station	\$4,177.20

EXHIBIT C-4

PROJECT INFORMATION

City of Portland Address: The City of Portland 389 Congress Street, Portland, Maine 04101

City of Portland's Designee: Troy Moon

Phone: 207-756-8362

Email: thm@portlandmaine.gov

A. SCOPE OF WORK:

The Project Scope of Work is based upon installation of the street lighting related equipment quantities listed in Exhibit C-6. Should the as-built quantities change, the Scope of Work shall be adjusted by the added or deducted unit quantities at the rates set forth in Exhibit C-3. Such Scope of Work adjustments shall be set forth in Change Order(s) to be prepared by Contractor and approved by Portland from time to time during the installation period.

B. PROJECT LOCATIONS:

Project Locations for the Street Lights retrofitted shall be in various traffic intersection and street locations throughout Portland as set forth in Exhibit C-6.

The specific Project Locations shall be updated as part of the As-built documentation provided by Contractor. Installation progress reports shall be generated by Contractor from time to time during the installation period to document Work completed at specified Project Locations up to the date of such progress report.

EXHIBIT C-5

PROJECT WORK SCHEDULE

PART 1 – PROJECT SCHEDULE (for Phase I and II of Core LED Street Lighting and Control System Upgrade Installation):

Final Design Completion: (Phase 1)	Contractor shall complete final design of the core project within two (2) weeks of execution of this Contract.
Final Design Review/Approved: (Phase 1)	Portland shall review final design of the core project and notify Contractor of any objections thereto within two (2) weeks of presentation of design documents by Contractor. Contractor shall promptly respond with a revised final design and the parties shall work expeditiously and in good faith to agree upon a final design.
Rebate Pre-approval if applicable (Phase 1)	Contractor shall complete final rebate pre-approval of the core project within two (2) weeks of execution of customer design approval
Commence Core LED Street Lighting and Control System Upgrade Installation (Phase 2)	Immediately after Utility pre-approval and to be complete within approximately twenty (20) weeks (subject to weather and subcontractor availability).
Substantial Completion Core LED Street Lighting and Control System Upgrade Installation (Phase 2)	Within three (3) weeks after core project installation completion. Notwithstanding anything to the contrary above, Substantial Completion of Core LED Street Lighting And Control System Upgrade shall be complete no later than June 30, 2018.
Field Utility Approval & Bill Reconciliation (Phase 2)	Within four (4) weeks after substantial completion of core project.
Final Completion and Project Acceptance (Phase 2)	Within two (2) weeks after final utility reconciliation of core project

All additional work related to Part 1, to be determined during Part 1, will be performed on a schedule substantially similar to the above.

PART 2 – PROJECT SCHEDULE:

The Schedule for Part 2 will be developed based on the final scope agreed upon between Portland and the Contractor and this work will be scheduled and communicated in a similar way to the Part 1 schedule above, prior to starting the Phase 2 installation of Part 2.

EXHIBIT C-6

SCOPE OF WORK, EQUIPMENT DESCRIPTION, and WARRANTY INFORMATION

A. PART 1 - SCOPE OF WORK

Contractor's City of Portland Street Lighting Scope of Work for the project is set forth below. The following wattages and hours of operation were used in the savings calculations.

LIGHTING EQUIPMENT & LED LAMP WATTAGES

Scope Related to Inventory Purchased from Central Maine Power (CMP) (Transfer of Ownership):

Contract Quantities	Existing Equipment	Pre-(billing) Wattage*	New Equipment	Proposed Wattage**
86	250 or 400W Sodium Cobra Head	300 or 465 W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X9	83 W
1,008	50, 70, 100, 150W Sodium Cobra Head	65, 95, 130, 195 W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X1	50 W
302	150 or 250W Sodium Cobra Head	195 or 300 W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X6	74 W
2,738	50 or 70W Sodium Cobra Head	65 or 95 W	Cree RSWS-A-HT-2ME-3L-30K7-UL-GY-N-X3	23 W
713	100W Sodium Cobra Head	130 W	Cree RSWS-A-HT-2ME-5L-30K7-UL-GY-N-X1	30 W
1	100W Mercury Dusk to Dawn	130 W	E-conolight E-DD1L50N1	50 W
178	250 or 400 W Sodium or Metal Halide Flood	300 or 465 W	Holophane ACP0LED PK2 MVOLT WFR 30K YK GYSDP 10KVIL PER7 06 43 NL	79 W
19	400 W Shoe Box Fixture	465 W	Holophane ATB0 30BLEDE10 MVOLT R3 3K BZ NL P7 w/Arm	110 W
85	250 W Sodium Shoe Box Fixture	250 W	Holophane ATB0 30BLEDE70 MVOLT R3 3K BZ NL P7	72 W

LIGHTING CONTROL SYSTEM AND OTHER EQUIPMENT

Quantities	Description	New Equipment
5,130	Control System – Fixture Control Node	Echelon TOP900 TLX-E GPS
6	Control System – Gateway	Echelon Base Station
1	1 Year Service and Software {hosted by City or Vendor??}	Echelon
1	Mapping Program and Software	Echelon
1	Factory Onsite Startup and Training on Control System	Echelon
5,130	Utility Grade Fuses	Sicame USA FTSC25SCO 2L300N 10A

* Based on Central Maine Power Utility Bills

** Based on Portland Approved Manufacturer and respective Wattage

(May change depending on location (High Crime, Parking Enforcement, Traffic control, existing source, etc.)0

Parking Garage(s) Scope and Quantities:

Contract Quantities	Existing Equipment	Pre-(bidding) Wattage*	New Equipment	Proposed Wattage**
4	4' Wraparound Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
4	4' Strip Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) (No Diffuser)	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
3	4' Vapor Proof Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
11	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture. (1) 12W	12
8	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture. (1) 12W	12
9	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture. (1) 12W	12
2	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture. (1) 12W	12
8	Cobra Head Pole Mounted LED Light Fixture. (1) 100W Prismatic Acrylic Diffuser	94	Existing luminaire to remain as is No Retrofit. To remain as is.	94
9	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture. (1) 12W	12
4	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture. (1) 12W	12
9	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture. (1) 12W	12
4	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture. (1) 12W	12
11	2x4' Troffer Surface Mounted Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Surface Mounted Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
221	4' Vapor Proof Pendant Mounted Fluorescent, (3) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Vapor Proof Gasketed Diffuser	80	Pendant Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (3) 12W Lamps	36
6	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
20	4' Industrial Surface Mounted Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) (No Diffuser)	101	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (4) 12W Lamps	48
2	4' Vapor Proof Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
2	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
2	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
1	Bare-Lamp Keyless Socket Surface Mounted Compact Fluorescent, Screw-in, (1) 13W lamp (No Diffuser)	12	Existing luminaire to remain as is No Retrofit. To remain as is.	12
2	2' Wraparound Surface Mounted Fluorescent, (2) 24", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	30	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 2' T8 Lamp (2) 8W Lamps	16
2	2' Wraparound Surface Mounted Fluorescent, (2) 24", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	30	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 2' T8 Lamp (2) 8W Lamps	16
2	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
2	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
2	8' Industrial Surface Mounted Fluorescent, (2) 96", ES lamp (No Diffuser)	111	Surface Mounted Install 8' Strip, 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
4	Bare-Lamp Keyless Socket Surface Mounted Compact Fluorescent, Screw-in, (1) 13W lamp (No Diffuser)	12	Existing luminaire to remain as is No Retrofit. To remain as is.	12
8	Cobra Head Pole Mounted LED Light Fixture. (1) 70W Prismatic Acrylic Diffuser	66	Existing luminaire to remain as is No Retrofit. To remain as is.	66
13	4' Wraparound Surface Mounted Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	28	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (1) 12W Lamp	12
9	4' Wraparound Surface Mounted Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	28	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (1) 12W Lamp	12
4	4' Strip Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) (No Diffuser)	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
2	4' Strip Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) (No Diffuser)	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
158	4' Vapor Proof Pendant Mounted Fluorescent, (3) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Vapor Proof Gasketed Diffuser	80	Pendant Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (3) 12W Lamps	36
12	4' Vapor Proof Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
3	Wall-Pack Wall Mounted High Pressure Sodium, (1) 250W lamp Prismatic Acrylic Diffuser	266	Wall Mounted Wall-Pack LED Light Fixture. (1) 52W	51
10	Canopy Fixture Surface Mounted High Pressure Sodium, (1) 70W lamp Prismatic Acrylic Diffuser	86	Surface Mounted Install LED Screw-in A-Style Lamp Light Emitting Diode Lamp, Screw-in, (1) 21W lamp	19
7	Wall-Pack Wall Mounted LED Light Fixture. (1) 20W Prismatic Acrylic Diffuser	19	Existing luminaire to remain as is No Retrofit. To remain as is.	19
8	High-Bay Pendant Mounted Metal Halide, (1) 250W lamp Prismatic Acrylic Diffuser	266	Pendant Mounted High-Bay LED Light Fixture. (1) 100W	99
3	Wall Sconce Wall Mounted Compact Fluorescent, quad, (1) 26W lamp Prismatic Acrylic Diffuser	30	Wall Mounted Retrofit Wall sconce with Half Sphere LED Kit LED Light Fixture. (1) 11W	11
1	4' Vanity Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
1	Canopy Fixture Surface Mounted Compact Fluorescent, long twin, (1) 36W lamp Prismatic Acrylic Diffuser	46	Surface Mounted Retrofit Existing Drum with 8" LED Kit LED Light Fixture. (1) 11W	11

OTHER WORK INCLUDED IN PART 1 includes:

City Selected Smart City Project Allocation:

- 1) Public and City Wi-Fi (1st half of project, ~ 100 locations)
- 2) City Hall exterior color lighting upgrade
- 3) Payson Park softball field LED upgrade
- 4) Deering Oaks fountain color lighting upgrade
- 5) Riverside Golf EV and Cart Charging project
- 6) Pilot decoratives install, to help determine the approach on Phase 2 construction
- 7) Interactive Kiosks for resident/visitor engagement
- 8) Pilot project for Blue Emergency Light system
- 9) Tree trimming, pole painting, LED project contingency

The funding for the City Selected Smart City Project **allocation items is \$1,083,052**. The final scope of work for these items and schedule for such work will be determined during Part 1, through the piloting of certain technologies, by the City in collaboration with the Contractor.

TOTAL COST OF PART 1: \$4,000,000

B. PART 2 - SCOPE OF WORK

Contractor's and City of Portland's contemplated scope for Part 2 is set forth below. Contractor acknowledges and agrees that the City has not yet obtained financing for Part 2, and Contractor shall not incur, and City shall not be responsible for, any expense related to Part 2 of the Project without the City's prior written approval.

QTY	Description	Price
	Core LED Lighting and Control System Upgrade	\$ 2,308,404
290	CMP Holophane LED upgrade (50/50, retrofit/new)	\$ 421,077
784	CMP GE Town & Country LED upgrades (70/30 retrofit/new)	\$ 967,842
402	Portland Decorative LED Upgrades (50/50, retrofit/new)	\$ 602,422
1074	Fusing for CMP Holophane, GE (not for Portland-owned)	\$ 71,998
1476	Controls for all decoratives (CMP and Portland-owned)	\$ 245,065
	City Selected Smart City Project Allocation for:	\$ 1,691,596
	Public and City Wi-Fi (2nd half of project, ~ 150-300 more locations)	
	Dougherty Field LED lighting installation (1 or more fields)	
	Traffic Flow System Forrest Ave Corridor	
	6 Electric Vehicle (EV) charging stations	
	Casco Bay Bridge color LED lighting installation	
	Environmental Sensors, Video Cameras installed in Strategic Locations	
	Riverton lighting upgrade	
	Tree trimming, pole painting, LED project contingency	

TOTAL COST OF PART 2: \$4,000,000

C. OPERATING HOUR ASSUMPTIONS

All proposed fixtures will be charged using the current utility (CMP) SE tariff rate of 4,260 hours of operation each year, even though the control system will be installed and will have the capability to “futureproof” and reduce hours of operation in the future. All pre-project street lighting is being charged at 4,260 hours per year.

D. LOCATIONS AND QUANTITIES

Project locations and quantities for the Street lights retrofitted shall be provided as part of the As-built documentation provided by Contractor. Installation progress reports shall be generated by Contractor during the installation period to document work completed at specified Project Locations up to the date of such progress report.

Contractor will update Portland’s existing GIS software system with the new data being provided under this Contract.

E. WARRANTY INFORMATION

Material Warranty

The following **manufacturer** warranties will pass through Contractor directly to Portland to ensure that Portland will have direct access to the full value of the manufacturers’ warranty over the term of the contract.

Equipment	Manufacturer	Warranty Period
Cobra Heads*	Cree	10
Decorative Retrofit Kits	Hylite or Equal	5
Linear T8 Retrofit Lamp, Type C (External Driver)	Sylvania	7
Miscellaneous Shoebox Fixtures*	Holophane	5
Fixture Mounted Nodes*	Echelon	10
Gateway/Segment Controllers*	Echelon	10

**Includes fixtures, LED lamps, and drivers*

Labor Warranty

Contractor will provide a one (1) year **Labor** warranty to provide all of the labor necessary to install all equipment warranted by the manufacturer and provided by Portland to Contractor for replacement. The one year labor warranty for Part 1 of the Project will run from the City’s final acceptance of Part 1, Phase 2 of the Project, and the one year labor warranty period for Part 2 of the Project will run from the City’s final acceptance of Part 2, Phase 2 of the Project. Any ongoing equipment replacement labor obligations to replace failed equipment covered under the manufacturer warranties after expiration of the labor warranty periods, will be the obligation of Portland.

EXHIBIT C-7

GUARANTEED DOLLAR SAVINGS, MEASUREMENT & VERIFICATION SERVICE

A. GUARANTEED DOLLAR SAVINGS AMOUNTS PER MEASUREMENT YEAR

For the Project, the Guaranteed Dollar Savings Amounts per Measurement Year during the Project Savings Guarantee Period are set forth below:

Project Savings Guarantee Period = 10 years.

MEASUREMENT YEAR	PROJECT SAVINGS			
	UTILITY and MAINTENANCE SAVINGS PART 1	UTILITY and MAINTENANCE SAVINGS PART 2	TRANSFER OF OWNERSHIP SAVINGS ⁽²⁾	GUARANTEED DOLLAR SAVINGS AMOUNTS ⁽¹⁾
Year 1	\$266,179	\$0	\$777,553	\$1,043,733
Year 2	\$271,503	\$66,186	\$793,104	\$1,130,793
Year 3	\$276,933	\$67,510	\$808,966	\$1,153,409
Year 4	\$282,472	\$68,860	\$825,146	\$1,176,477
Year 5	\$288,121	\$70,237	\$841,649	\$1,200,007
Year 6	\$293,884	\$71,642	\$858,482	\$1,224,007
Year 7	\$299,761	\$73,075	\$875,651	\$1,248,487
Year 8	\$305,756	\$74,536	\$893,164	\$1,273,457
Year 9	\$311,872	\$76,027	\$911,028	\$1,298,926
Year 10	\$318,109	\$77,548	\$929,248	\$1,324,905
TOTAL	\$2,914,590	\$645,621	\$8,513,991	\$12,074,202

Rebates and Incentives:

Contractor makes no guarantee with respect to utility rebates. Rebates will be available if there still exists capacity in the Efficiency Maine rebate program at the time the Contractor and Portland apply for the rebate allocation and the technologies used in the project are compliant. Payment of rebates to Portland will happen subject to the payment terms of Efficiency Maine.

Note 1: To the extent that the actual final Project Scope is modified, then the Project Cost, Savings and Rebates amount shall be adjusted accordingly.

Note 2: Transfer of Ownership Cost Savings are allocated at \$ 777,553 per year based on analysis of the actual costs incurred by Portland prior to the transfer of ownership of the assets to Portland. These savings are also escalated at 2.00% annually. These savings result from longer life and warranted equipment installed as part of the project (see elsewhere in this Contract). These savings are deemed to occur in each year of the repayment term (guarantee period). No ongoing measurement and verification will be assumed needed or provided for these Transfer of Ownership Cost Savings.

B. MEASUREMENT and VERIFICATION SERVICE

1. Performance Verification Procedures

Contractor shall provide savings measurement and guarantee services to confirm the Project savings levels as specified in this Exhibit C-7. The savings measurement involves pre- and post-installation determination of energy usage billing for the equipment. For this approach, once the post installation calculations are made, the energy use is quantified and stipulated operating and billing parameters are applied to yield confirmed energy dollar savings.

At the end of the installation period, the actual energy usage for the As-built retrofits will be calculated, and savings will be adjusted to match as-built fixture counts.

Savings verification for this Project will consist of the following steps:

A complete, location inventory of all lighting fixtures affected by the lighting retrofit will be compiled and provided and will include the following information – Location, Fixture type, Quantity and kWh and billing amounts.

The inventory of the As-built retrofit will be compiled and compared listing the same categories of information with updated quantities and post-retrofit kWh usage and billing amounts after Phase III is complete.

Post-retrofit Capacity (kW): Contractor shall determine the As-built Post-retrofit kW for each type of retrofit (“Actual Capacity”).

Baseline Operating Assumptions: The baseline operating assumptions for the Project have been Exhibit C-6 “Operating Hour Assumptions” per Central Maine Power rate schedule and shall be used to calculate the Post-retrofit electric usage.

Electric Energy Usage: At the end of the installation period, the Actual Capacity (kW) and the Baseline Operating Assumptions, shall be used to determine the Post-retrofit Electric Energy Usage (kWh).

Electric Dollar Savings: The Actual Electric Energy Usage shall be multiplied by the corresponding unit prices and totaled to yield the Post-retrofit Electric Dollar amount for billing purposes (“Post-retrofit Billing Amount”). Unit prices to be used shall be the base unit prices set forth in Exhibit C-3.

2. Reconciliation Procedures

Reconciliation Adjustments: For each Measurement Year, the Actual Project Dollar Savings Amount shall be compared and reconciled with the appropriate Guaranteed Dollar Savings Amount for the Project as set forth in Exhibit C-7, on a Reconciliation Statement to be prepared by Contractor and submitted to Portland within ninety (90) days following the end of that Measurement Year.

(i) Positive Reconciliation: If for a Measurement Year, the Guaranteed Dollar Savings Amount less the Actual Project Dollar Savings Amount is equal to or less than zero, then this difference shall be referred to as a “Positive Reconciliation Amount” and no reimbursement to Portland is necessary.

(ii) Negative Reconciliation: If for a Measurement Year, the Guaranteed Dollar Savings Amount less the Actual Project Dollar Savings Amount is greater than zero, then this difference shall be referred to as the “Dollar Savings Shortfall Amount” and Portland shall have the right to reimbursement for the Dollar Savings Shortfall Amount determined using the following procedure:

Reimbursement of Dollar Savings Shortfall Amount:

Contractor shall reimburse Customer for the Dollar Savings Shortfall Amount within thirty (30) days following the date of the Reconciliation Statement (the “Reconciliation Payment”). Contractor shall develop and maintain a Project tracking spreadsheet which shall track the Project’s Energy and Dollar Savings performance and the amounts and balances as set forth above which might be carried over from Measurement Year to Measurement Year. Such Project tracking spreadsheet shall be part of a Project Savings Performance report that Contractor shall generate at the end of each Measurement Year where monitoring services are provided by Contractor during the Savings Term.

However, Contractor shall not be required to reimburse any Dollar Savings Shortfall Amount if (a) Customer modifies, disconnects or fails to operate or maintain the Energy Conservation Measures (ECM's) in accordance with the procedures set forth in the final as-built lighting commissioning or Operations Manual, (b) Customer is in material breach of or in material default under this Contract, including but not limited to failure to maintain the equipment and systems in good working order and condition, (c) this Contract has terminated (due to a non-breach occurrence) as permitted or provided for in this Contract , or (d) the equipment suffers fire, flood or other casualty, until the equipment is properly repaired and restored, . Contractor reserves the right to reasonably modify its Project Savings Performance Guarantee based on any modifications to the Project. This Project Savings Performance Guarantee is contingent upon Contractor's involvement with the Project's performance monitoring, without which the Project Savings Performance Guarantee shall cease. Accordingly, Contractor's annual Guarantee Administration Services shall be purchased by Customer for the period set forth in Schedule C in order for the Project Savings Performance Guarantee to remain in effect.

EXHIBIT C-8

PAYMENT FOR THE WORK

A. Project Cost of Work: The Project Cost of Work includes all amounts to furnish and be responsible for all of the Scope of Work as specified in Exhibit C-6, which shall include labor, materials, tools, equipment, insurance and supervision necessary to satisfactorily specify, design, procure, install, inspect, start-up and test the Equipment and monitor the savings for the Project in accordance with the provisions of this Contract. The Cost of the Work is divided into three phases as follows:

1. Payment for the Work Phase I and Phase II. Portland shall pay Contractor as compensation for Phase I Project Development and Pre-Design Work and Phase II Installation Work, as defined below in monthly progress amounts totaling but not to exceed amount of \$8,000,000 for the Project. The monthly progress amounts shall be invoiced based upon a percentage of the Payment for the Work Phase I Work and Payment for the Work Phase II Work completed and shall contain sufficient documentation to support the invoiced amount. Portland acknowledges that Contractor's Work conducted to prepare the design and negotiate the pricing for materials and subcontractor labor for the Project shall be compensated under this Contract as a portion of the Payment for the Work Phase I cost.

Description	Phase I * Design Work Cost	Phase II Construction Cost	Total Cost
PROJECT - PART 1 Implementation period: Contract sign date to June 30, 2018			
Core LED Lighting and Control System Upgrades	\$145,847	\$2,771,101	\$2,916,948
City Selected Smart City Projects	\$54,153	\$1,028,899	\$1,083,052
Sub-total: Part 1	\$200,000	\$3,800,000	\$4,000,000
PROJECT - PART 2 Implementation period: July 1, 2018 to June 30, 2019			
Core LED Lighting and Control System Upgrades	\$115,420	\$2,192,984	\$2,308,404
City Selected Smart City Projects	\$84,580	\$1,607,016	\$1,691,596
Sub-total: Part 2	\$200,000	\$3,800,000	\$4,000,000
TOTAL PROJECT	\$400,000	\$7,600,000	\$8,000,000

*This Payment for the Work Phase I Cost includes the cost of preparing the scope, assisting with selection of equipment, selection of subcontractors, and negotiation of pricing completed by Contractor.

Note: Additions / Reductions in Scope –

The Payment for the Phase II Project Cost is based upon installation of the actual street light quantities. Should such as-built quantities change, the Payment for the Work Phase II cost shall be adjusted by the added or deducted unit quantities multiplied by the per unit prices set forth in Exhibit C-3. Such cost adjustments shall be set forth in Change Order(s) to be prepared by Contractor and approved by Portland from time to time during the installation period.

2. **Payment for the Work Phase III.** As compensation for Payment for the Phase III Savings Measurement and Verification and Other Managed Services for the Project, as set forth in Exhibit C-7, Portland shall pay a fee at the submission of each annual Phase III Report as set forth below:

MEASUREMENT YEAR	Annual Measurement and Verification Services ⁽¹⁾	Annual Street Lighting Control System Service ⁽²⁾	Total Annual Services
Year 1	\$12,500	\$13,200	\$25,700
Year 2	\$12,875	\$13,596	\$26,471
Year 3	\$13,261	\$14,004	\$27,265
Year 4	\$13,659	\$14,424	\$28,083
Year 5	\$14,069	\$14,857	\$28,926
Year 6	\$14,491	\$15,302	\$29,793
Year 7	\$14,926	\$15,761	\$30,687
Year 8	\$15,373	\$16,234	\$31,608
Year 9	\$15,835	\$16,721	\$32,556
Year 10	\$16,310	\$17,223	\$33,533

Notes:

Note 1:

Upon City's request as set forth in section 6 of Exhibit C, Measurement and Verification (M&V) services will be provided by Contractor within 12 months after the construction period and every year following, up to 10 years, unless Portland terminates the Measurement and Verification Services earlier.

Note 2:

Annual Street Lighting Control System Services shall be provided directly by the control system vendor directly to the City. These services are to access a cloud-based central management system (CMS) for provisioning, monitoring, controlling and analyzing their new street lighting control system. The cost of this system, annually, is approximately \$13,200.

EXHIBIT C-9

OTHER GENERAL CONDITIONS

These construction terms shall be implemented in conjunction with the specifications for the Scope of Work which are provided in the Contract and any Design Documents.

1. Definitions.

A. "Portland", "City", "Contractor", "Contract", "Premises", and "Project", shall have their respective meanings specified in the Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality Contract to which these General Conditions are attached.

B. "Support" means the following: Contractor's officers, employees, agents, and representatives; Contractor's suppliers, and subcontractors of any tier; the respective officers, employees, agents, and representatives of Contractor's suppliers, and subcontractors of any tier; and any other person or entity acting under the direction or control or on behalf of Contractor or any of Contractor's suppliers or subcontractors of any tier in connection with or incident to the performance of the Work or this Contract.

C. "Work" shall refer to all acts by Contractor necessary to fulfill all of its obligations under the Contract Documents with respect to the Project and performance of the three Phases of Services for Parts 1 and 2 of the Project, as defined in Exhibit C-8, and in accordance with the terms and conditions set forth in the Contract Documents. Work includes all of the following furnished (or to be furnished), and the performance of all other obligations, under this Contract by Contractor or its Support: personnel, labor, and supervision; technical, professional, and other services; equipment, materials, tools, supplies, goods, and other property; transportation, information, drawings, plans, specifications, design, data, and all other items necessary to complete the Project to the City's reasonable satisfaction.

2. Performance of the Work.

A. Unless specifically modified by Portland and Contractor in a Contract Amendment or Change in the Work agreed to by both parties, all materials and all equipment listed in the Contract, and/or approved Design Documents, and all labor by all trades which are required to complete the installation are included in Contractor's Work. Contractor shall be and act as an independent contractor (and not as the agent or representative of Portland) with regard to performance of the Work and this Contract. Contractor has the right to suspend performance of work on any Portland directed change of a value in excess of ten percent (10%) of the Phase II Cost of Work in the absence of agreement on price and schedule impact of such change. Portland agrees to pay Contractor on a time and materials basis, for a mutually-agreed upon predetermined amount, for changed work being performed while the parties are negotiating the price and schedule impact of the change.

B. Subject to compliance with the requirements of this Contract, Contractor shall perform the Work in accordance with its own methods. Any equipment, apparatus, machinery, material, small items not mentioned in detail and labor not hereinafter specifically mentioned that may be found necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied, or intended in the Contract, Design Documents shall be furnished and installed without extra cost to Portland.

C. Contractor shall fully cooperate with Portland and coordinate the Work to minimize traffic delays. If any Work depends upon the results of work performed by Portland or others, Contractor shall, prior to commencing such Work, notify Portland of any actual or apparent deficiencies or defects in such work that render such other work unsuitable for performance of the Work in accordance with this Contract.

D. Contractor shall provide Portland with a list of its subcontractors prior to Contractor entering into a subcontract for services. Contractor is directly responsible for obtaining the performance of and making all payments to all subcontractors, suppliers and those who perform any and all services or provide any and all supplies to or for the Project, unless directly contracted for by Portland; and further, such subcontractors, suppliers and those who perform services shall have no recourse to or against Portland, unless directly contracted for by Portland.

Contractor shall require its subcontractors to comply with the automobile and general liability insurance requirements set forth in the Contract.

3. Compliance with Laws; Permits.

A. Contractor shall comply, and shall ensure that the Work and all of Contractor's Support comply, with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect. Contractor shall execute and deliver to Portland all documents as may be required or appropriate to effect or to evidence such compliance or such change in expenses, if any. All laws, ordinances, rules, regulations, orders, licenses, and permits required to be incorporated in agreements of this character are incorporated herein by this reference.

B. Unless otherwise specified in the Contract or directed by Portland, Contractor shall obtain and pay for all permits, inspections, licenses, and fees required to perform the Work in accordance with this Contract. Contractor shall advise Portland in writing and consult with Portland prior to applying for any permit or other authorization from, or entering into any agreement with, any governmental authority with regard to the Work.

4. Contractor Representations.

Contractor represents and warrants the following to Portland (in addition to any other representations and warranties contained in the Contract Documents), which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract and the final completion of the Work:

- A) Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- B) Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- C) Contractor is authorized to do business in the State of Maine and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over Contractor and over the Work and the Project

5. Construction and Project Management.

A. Contractor shall provide for a Construction Manager who shall be responsible for providing the following services:

- Coordinate all Project details and Support's construction activities;
- Perform on-site observations and inspections of the progress and quality of the Work for conformance with Contract Documents;
- Communicate with Portland's representative(s) on a regular basis to insure work schedules. Portland's representative is **Troy Moon, Sustainability Coordinator**;
- Submit written monthly progress reports to Portland no later than the 5th day of each month reporting on the prior month's progress, planned progress for the current month, indicating any issues or project concerns and such other information and on such reporting forms as the Portland requests.
- Record all construction changes or deviations in writing to Portland;
- Schedule and attend regular project meetings with Portland representative;
- Conduct or observe and report on tests/measurements required by the Contract Documents; and
- Maintain construction records in an orderly manner.
- Submit certified applications for payment of work completed on Portland approved forms. Failure to submit applications for payment may delay payment of invoices.

B. Pre-Construction Meeting - Contractor shall coordinate and attend a pre-construction meeting with Portland, Contractor and Contractor's subcontractors to discuss:

- approved installation work plan schedule;
- mobilization plan;
- inspection plan;
- coordinating storage, parking, delivery of material;
- daily clean-up;
- service calls;
- hazardous material storage and disposal procedures;
- start-up, testing, inspection and acceptance procedures; and
- safety concerns and other pertinent information procedures.

C. Progress Meetings - Once the installation starts, Contractor shall hold regular monthly (or more frequent) meetings or phone conferences with Portland to coordinate the work schedule, receiving material, report on the status of removal of hazardous waste, provide progress reports, discuss the progress of the job and other matters important to the successful completion of the project.

D. Operation and Maintenance Manuals - Contractor shall submit for review, prior to final inspection, one (1) complete copy, in 3-ring binder, and one (1) complete copy, electronically formatted, of the following:

1. Maintenance instructions and catalog data for each piece of equipment, plus any applicable maintenance instructions for the system(s);
2. Copies of all approved shop drawings;
3. Equipment warranties and certificates;
4. All operation and maintenance data.

6. Quality Assurance and Inspection.

A. Contractor shall use the best approved method for performing the work. Only good workmanship will be accepted, all other will be rejected. All items furnished shall be new items unless the Contract identifies reuse of existing items.

B. Contractor shall perform such detailed examination, inspection, tests, and quality surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with this Contract.

C. All Work shall at all times be subject to inspection by Portland. The Contractor acknowledges and agrees that such inspection is for purposes of approving payment alone and such inspection shall not be deemed to impose any duty or liability upon the City to supervise any aspect of or approve the quality of the Work.

7. Protection of Persons and Property.

A. Contractor shall take all reasonable precautions which are necessary to prevent bodily harm to persons and damage to any property or environment in connection with performance of the Work. Without limiting the generality of the foregoing, Contractor shall erect and maintain such barricades, signs, flags, and other safeguards as are required. Contractor agrees to abide by the safety policies and regulations of Portland, the Maine Department of Transportation, Central Maine Power and any other applicable laws, rules, regulations, and policies.

B. Subject to the warranties described herein, once the Project is finally accepted by Portland, Portland shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism, or destruction of or damage

to the Work and anything used (or to be used or consumed) in connection with the Work, including but not limited to Equipment, except to the extent such loss, theft, destruction or damage results from the sole negligence or willful misconduct of Contractor or its Support. Contractor shall work with the City to arrange for secured storage, enclosure or other protection of the Work and anything used (or to be used or consumed) in connection with the Work.

C. Unless otherwise specified in this Contract or directed, in writing, by Portland, all structures and other improvements damaged, altered or removed by Contractor or any of its Support in connection with the performance of the Work shall be repaired, replaced, or otherwise restored by Contractor at its expense to at least as good quality and condition as existed prior to such damaging, alteration, or removal.

D. Unless otherwise specified in this Contract or directed, in writing, by Portland, Contractor shall ensure that no utility (including all supply, disposal, distribution and communication systems, and all similar or related facilities, equipment, and other property) is damaged, removed or unreasonably interrupted by Contractor or any of its Support in connection with the performance of the Work. If Contractor requires the temporary shut off of any utility, Contractor shall request Portland's approval thereof at least twenty-four (24) hours in advance of the time it requires the shut off.

8. Environmental Considerations

A. Site Inspection

1. From the date of this Contract until the Work contemplated hereunder commences, Portland shall afford authorized representatives of Contractor reasonable access to the Premises for the purpose of inspecting the Work area in the Premises or Equipment Location (sometimes the "Site"). As reasonably requested by Contractor, Portland shall provide Portland personnel to accompany the representatives of Contractor and provide all material information with respect to the Site and existing or known Environmental Conditions (as defined in subparagraph 2 below) which are present on or at the Site.

2. The term "Environmental Condition" shall mean the presence of environmental contamination, including the presence of any of the following (collectively, "Hazardous Materials"): oil or other petroleum products; flammable explosives; asbestos and asbestos containing materials; polychlorinated biphenyls (PCBs); urea formaldehyde insulation; radioactive materials; hazardous wastes; fungus, mold, mildew, spores or other biological or microbial agents the presence of which may affect human health, impair occupancy or materially affect the utility of the Site or Premises; toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws (defined below) and/or other applicable environmental laws, ordinances or regulations, and tanks or containers whether regulated or not.

3. Hazardous Materials Laws, shall mean all federal, state and local laws, ordinances and regulations relating to Hazardous Materials ("Hazardous Materials Laws"), including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; any substance subject to the National Emissions Standard Hazardous Air Pollutants as found in 40 C.F.R. Part 61; and all comparable state and local laws, applicable laws of other jurisdictions or orders and regulations.

B. Environmental Condition Remediation; and Removal and Disposal of Florescent Lamps and Ballasts.

1. If Contractor encounters an Environmental Condition at the Premises (including the Site) which may interfere with the Work to be performed under this Contract, Contractor shall notify Portland and shall promptly

take any and all measures necessary to remove and properly dispose of the Hazardous Materials. Contractor shall be solely responsible for the costs and expenses associated with the removal of the Hazardous Materials necessary to provide the Work in this Contract.

2. Outdoor Trash Receptacles for cardboard, metal, and general rubbish shall be supplied and paid for by Contractor, as applicable, and Contractor shall be responsible for the proper disposal of all such materials.

9. General Requirements.

- A. In the event of any conflict with Contract Documents, applicable codes and ordinances shall take precedence over the requirements set forth in this Contract.
- B. Contractor shall cooperate at all times with Portland's staff in all matters concerning scheduling the work, unavoidable interference with Portland's normal working routine, access to work areas, placing and removing temporary barricades, and protection and other safety procedures. All work shall be scheduled with the approval of the City. Work shall not interfere unduly with City operations.
- C. Contractor shall notify Portland of any system deficiencies and repair costs promptly after the pre-construction survey. Contractor shall, at Portland's discretion and the City's expense, repair existing system deficiencies as required to produce a complete and operable system under a Change in the Work process. As a minimum, repairs to the system shall conform to the original standard of construction for the existing equipment.
- D. Installations shall be performed by skilled and certified technicians and trades people.
- E. Contractor shall confine all operations in the performance of the Work (including, but not limited to, storage, assembly, vehicle parking, ingress, egress, and movement of Equipment, materials, tools, and workers) to such areas and during such time periods as set forth in the Work Schedule and approved by Portland. Unless otherwise directed by Portland, acceptance and handling of Work materials shall be performed by Contractor. Storage of materials or tools for the work within a building shall be limited to areas approved by Portland. Outside storage will be permitted only when approved by Portland. Portland shall not be required to provide vehicle parking on the Premises or elsewhere.
- F. Contractor shall, and shall cause its Support to, keep the Work areas, and access to such areas, cleared of rubbish, refuse, and other debris, and in a reasonably neat, clean, and safe condition. Upon completion of Work each day, Contractor shall promptly remove all rubbish, refuse, and other debris and all of its equipment and surplus equipment and materials not to be used at or near the same location during later stages of the Work and make areas safe for conduct of business.

EXHIBIT C-10

CONTRACTOR'S CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2017

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

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

PRODUCER Joseph J. Joyce Associates, Inc. 9 North Main Street Pittston PA 18640-0506	CONTACT NAME: Cheryl Fazio PHONE (A/C No. Ext): (570) 655-2831 FAX (A/C No.): (570) 655-4668 E-MAIL: cfazio@joyceinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Crum and Forester Specialty Co INSURER B: Pennsylvania National Mutual 14990 INSURER C: Hartford Fire Insurance Company 19662 INSURER D: INSURER E: INSURER F:
INSURED The Efficiency Network Inc. 1501 Reedsdale Street Pittsburgh PA 15233	

COVERAGES

CERTIFICATE NUMBER: MASTER 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADCL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER		SPK-118339	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ANY AUTO ☐ SCHEDULED AUTOS ALL OWNED AUTOS ☐ NON-OWNED AUTOS HIRED AUTOS		A090731601	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	☒ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR CLAIMS-MADE ☐ RETENTION \$ 0		SPK-100361	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	44WEC190711	8/1/2017	8/1/2018	PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		SPK-118339	8/1/2017	8/1/2018	Each Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Proof of Insurance

CERTIFICATE HOLDER

**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cheryl Fazio/CRM

ACORD 25 (2014/01)

INS075 (05/14/01)

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT C-11

**CONTRACTOR'S REGISTRATION WITH
THE MAINE DEPARTMENT OF THE SECRETARY OF STATE**



MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Fri Sep 08 2017 13:23:11. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
TEN CONNECTED SOLUTIONS, INC.	20170551 F	BUSINESS CORPORATION (FOREIGN)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
02/27/2017	N/A	DELAWARE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

NORTHWEST REGISTERED AGENT LLC
415 CONGRESS STREET, STE 202A
PORTLAND, ME 04101

[Back to previous screen](#)[New Search](#)

Click on a link to obtain additional information.

[List of Filings](#)[View list of filings](#)**Obtain additional information:**[Certificate of Existence \(more info\)](#)[Short Form without amendments \(\\$30.00\)](#)

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files.
If you encounter problems, visit the [troubleshooting page](#).



If you encounter technical difficulties while using these services, please contact the [Webmaster](#). If you are unable to find the information you need through the resources provided on this web site, please contact the Bureau's Reporting and Information Section at 207-624-7752 or [e-mail](#) or visit

EXHIBIT C-12

APPLICABLE REBATE INFORMATION: EFFICIENCY MAINE



Commercial & Industrial Prescriptive Program

Information for Qualified Partners

Lighting Solutions**

Effective 7/1/17 - 9/30/17*

Interior Lighting Measure Code	Measure Description	Measure Subcode	Incentive
S21	Recessed, Surface and Pendant-Mounted LED Downlight	N/A	\$10
S30	Refrigerated Case LED Light Fixture	N/A	\$30 per Door
S32	Refrigerated Case LED Horizontal Light Fixture	N/A	\$25 per Foot
S51	Space Lighting Design with New LED Luminaires	LED 2x2 Interior Fixture <40W	\$70
		LED 2x2 Interior Fixture ≥40W	\$70
		LED 2x4 Interior Fixture <50W	\$75
		LED 2x4 Interior Fixture ≥50W	\$75
		LED 1x4 Interior Fixture <40W	\$70
		LED 1x4 Interior Fixture ≥40W	\$70
S52	LED Retrofit Kits for Interior Luminaires	Integrated Retrofit Kit for LED 2x2 Interior Fixture	\$65
		Integrated Retrofit Kit for LED 2x4 Interior Fixture	\$65
		Integrated Retrofit Kit for LED 1x4 Interior Fixture	\$65
		Linear Retrofit Kit for LED 2x2 Interior Fixture	\$50
		Linear Retrofit Kit for LED 2x4 Interior Fixture	\$50
		Linear Retrofit Kit for LED 1x4 Interior Fixture	\$50
S61	High/Low Bay Design with New Fixtures	LED High/Low Bay Fixtures <100W	\$10
		LED High/Low Bay Fixtures ≥100- <150W	\$30
		LED High/Low Bay Fixtures ≥150- <200W	\$85
		LED High/Low Bay Fixtures ≥200- <300W	\$115
		LED High/Low Bay Fixtures ≥300W	\$185
S62	LED Retrofit Kits for High/Low Bay Fixtures	LED High/Low Bay Fixtures <150W	\$175
		LED High/Low Bay Fixtures ≥150W	\$225
S64	LED High/Low Bay Mogul Screw-Base Replacement Lamps for HID Lamps	Replacement Lamps Type A <50W	\$60
		Replacement Lamps Type A ≥50W	\$130
		Replacement Lamps for Low-Bay (Type B/C) <80W	\$150
		Replacement Lamps for Low-Bay (Type B/C) ≥80W	\$200
		Replacement Lamps for High-Bay (Type B/C) <120W	\$225
		Replacement Lamps for High-Bay (Type B/C) ≥120W	\$275
S81	Space Lighting Design with New LED Linear Ambient Luminaires	LED Linear Ambient Luminaire <50W	\$60
		LED Linear Ambient Luminaire ≥50 - <100W	\$100
		LED Linear Ambient Luminaire ≥100W	\$125
S110	LED T8 Replacement Lamps	Type A LED Lamp	\$5
		Type C LED Lamp	\$10

Efficiency Maine is the independent administrator for energy efficiency programs in Maine. Efficiency Maine's mission is to lower the cost and environmental impacts of energy in Maine by promoting cost-effective energy efficiency and alternative energy systems to help customers save electricity, natural gas and heating fuels throughout all levels of the Maine economy.

efficiencymaine.com

866-376-2463

6/23/2017 MEC:mrindPres

*This information sheet is updated quarterly. The next update period will be 10/1/2017-12/31/2017.

**See Measure Code Reference Guides by Solution for specific measure eligibility criteria.



Commercial & Industrial Prescriptive Program

Information for Qualified Partners

Lighting Solutions**

Effective 7/1/17 - 9/30/17*

Controls

Measure Code	Measure Description	Measure Subcode	Incentive
L50	Cooler Case Mounted Occupancy Sensor For LED Fixtures	N/A	\$30 per Door
L60	Fixture Mounted Occupancy Sensor	N/A	\$35
L70	Occupancy Sensors Remote Mounted Only	N/A	\$60
L71	Vacancy Sensors	N/A	\$30

Exterior Lighting

Measure Code	Measure Description	Measure Subcode	Incentive
S6	Outdoor LED Mogul Screw-Base Replacement Lamps for HID Lamps. Type B & C Only	Low Output (250-5,000 lm)	\$65
		Mid Output (>5,000-10,000 lm)	\$80
		High Output (>10,000 lm)	\$90
S8	LED Retrofit Kits for Streetlights, Parking Lot Lights and Fuel Pump Canopy Fixtures	<50W	\$100
		≥50-<100W	\$125
		≥100-<200W	\$175
		≥200W	\$200
S11	Outdoor Pole-Mounted LED Streetlight or Parking Lot Fixture	<50W	\$80
		≥50-<100W	\$130
		≥100-<250W	\$180
		≥250W	\$600
S13	Outdoor Wall-Mounted & LED Area Fixture (Wallpack)	N/A	\$100
S17	LED Canopy or Parking Garage Fixtures	<50W	\$70
		≥50-<80W	\$100
		≥80-<130W	\$75
		≥130W	\$70
S23	LED Flood and Spot Lights	LED Flood/Spot <50W	\$125
		LED Flood/Spot 50-100W	\$200
		LED Flood/Spot >100W	\$250

Efficiency Maine is the independent administrator for energy efficiency programs in Maine. Efficiency Maine's mission is to lower the cost and environmental impacts of energy in Maine by promoting cost-effective energy efficiency and alternative energy systems to help customers save electricity, natural gas and heating fuels throughout all levels of the Maine economy.

efficiencymaine.com

866-376-2463

6/23/2017 MECmaindPer

*This information sheet is updated quarterly. The next update period will be 10/1/2017-12/31/2017.

**See Measure Code Reference Guides by Solution for specific measure eligibility criteria.

EXHIBIT C-13

TRANSFER OF OWNERSHIP FROM UTILITY TO PORTLAND INVENTORY

Refer to attached spreadsheet.

EXHIBIT C-14

PORTLAND OWNED INVENTORY (NO TRANSFER OF OWNERSHIP REQUIRED)

Refer to attached spreadsheet.



Finance Department
Brendan T. O'Connell, Director

MEMORANDUM

TO: Finance Committee (FC)

FROM: Brendan T. O'Connell - Finance Director,
Troy Moon – Sustainability Coordinator

DATE: September 22, 2017

SUBJECT: **Financing Recommendation – City Streetlights LED Conversion**

Executive Summary

In 2016 one of the City Council Common Goals for the Energy and Sustainability Committee was a plan to convert street lights to LED. City Council allocated funding (\$100,000 in FY17, \$500,000 in FY18) in each of the previous two rounds of Capital Improvement Plan project funding towards the conversion. In October, 2016 City staff released a request for proposals for LED streetlight conversion and selected The Efficiency Network Connected Solutions (“TCS”) to assist with the overall project. According to TCS, the overall project cost will be approximately \$8.6M. Furthermore, once all streetlights have been repurchased from Central Maine Power (“CMP”) and converted to LED the City will realize a savings of over \$900,000 per year – a combined reduction in kilowatt hours usage and removal of the lease/maintenance charges from our CMP bills.

To fund the project a total capital outlay of \$8.6M is required. A phased implementation approach is being recommended by City staff and the City Manager, with two \$4M phases in each of the next two years. This will help stagger the debt burden across multiple fiscal years and will also hedge against future replacement of all the LED lights being required at generally the same time. A 10-year, 2.05% municipal lease with Banc of America Public Capital Corp is being recommended for the financing. The interest rate is competitive, the lease will be subject to an annual appropriation clause by City Council, and the annual debt service costs from the lease will be more than offset if the savings projected by TCS are realized.

Additional Analysis - Cost of Streetlight Project

City staff has worked with TCS to develop a scope of work for the streetlight project that incorporates a variety of related lighting and smart cities projects to be implemented during the two phases of the project. The work assigned to each phase and its cost is highlighted below:

Preliminary work:

Purchase of CMP owned streetlight assets \$590,000 (predominantly already allocated CIP Funds)

Project Part 1:

CMP cobra head LED upgrade (new fixtures)	\$1,757,017
CMP flood and shoebox LED upgrade (new fixtures)	\$208,703
Fusing for CMP cobra heads, floods, and shoeboxes	\$343,901
Controls for CMP cobra heads, floods, and shoeboxes	\$544,694
Convert lighting in two parking garages to LED	\$62,633
Selected Smart City and lighting projects	\$1,083,052

These could include:

- Public Wi-Fi (approximately 100 locations)
- City Hall exterior lighting
- Athletic field lighting improvements
- Riverside GC solar charging station for golf carts
- Pilot project for decorative lighting
- Pilot emergency alert system using lights
- Tree trimming, pole painting, project contingency

Total Cost – Phase 1 **\$4,000,000**

Project Part 2:

CMP Holophane LED upgrade (50/50 retrofit/new)	\$421,077
CMP GE Town and Country LED upgrades (70/30 retrofit/new)	\$967,842
Portland decorative LED upgrades (50/50 retrofit/new)	\$602,422
Fusing for CMP Holophane and GE (not currently City owned)	\$71,998
Controls for all decorative lights	\$245,065
Selected Smart City and lighting projects	\$1,691,596

These could include:

- Public WiFi (between 150 – 300 additional locations)
- Athletic field lighting upgrades
- Intelligent traffic controls (Woodford Corner, Allen Corner)
- Electric vehicle charging stations
- Environmental sensors
- Tree trimming, pole painting, project contingency

Total Cost – Phase 2: **\$4,000,000**

Additional Analysis – Savings from Streetlight Project

TCS projects significant annual savings for the City of Portland once this project is completed. These savings result from a significant reduction in kilowatt hours used annually (i.e. the “generation” costs), a small

reduction in delivery costs (the cost charged by CMP to get their electricity to our locations) and a complete removal of the “equipment maintenance charge.” See Exhibit A below for complete breakdown.

Exhibit A – City of Portland Cost Savings Calculation as Provided by TCS

City of Portland - savings calculations

	kWh used prior to upgrade	cost breakdown	Old Rate (per kWh)	Old Cost to City (per yr)	New kWh post upgrade	New Rate (per kWh)	Post upgrade cost (/yr)
Portland CMP cobraheads	3,328,675	generation	\$0.05263	\$175,188	972,423	\$0.05263	\$51,179
		delivery	-	\$952,408		\$0.055332	\$53,806
		equip, maintnc				-	0
Portland decoratives	398,906	generation	\$0.05263	\$20,994	189,214	\$0.05263	\$9,958
		delivery	\$ 0.05529	\$22,057		\$0.055332	\$ 10,470
Portland Garages (2)	369,757	generation	\$0.05263	\$19,460	191,071	\$0.05263	\$10,056
		delivery	\$ 0.06	\$22,185		\$0.06	\$11,464
TOTALS:	4,097,338			\$1,212,293	1,352,708		\$146,933

Note: the \$0.05263/kWh rate is a blended rate, averaging the rates from Streetlight "A" (\$0.05835 from NextEra Energy) and "B" (\$0.469 from Constellation)

Potential Savings: **\$1,065,360**

- the \$0.055293 per kWh is from CMP rate SL, section 2, 'Delivery only'

- the \$0.055332 per kWh is the new CPM tariff rate, effective July 1, 2017 from CMP rate SL, section 2, 'Delivery only'

- the parking garage rate of "\$0.06" rate is estimated; TBD by CMP

As the Finance Director for the City and a practicing CPA professional skepticism must always be used over information provided by third parties. The reduction in kilowatt hours post-conversion to LED streetlights is backed up by a) our existing data from CMP, b) statistical / manufacturer information from the streetlight hardware chosen by TEN and City staff and, c) a full 10 year manufacturer's warranty for the street lights to be installed. In relation to the overall annual savings the total generation costs are relatively minor and we are confident they will be realized. Although the savings in dollars related to generation is relatively minor, the total reduction in kilowatt hours is incredibly significant and should be highlighted as a major potential success of the project as this helps the City achieve its stated goal of conserving energy and reducing greenhouse gas emissions.

The major savings from this project hinges on the total elimination of the nearly \$1M annual “lighting equipment” charge being levied on the City of Portland by CMP. According to TEN and our Sustainability Coordinator Troy Moon, the approximately \$952k annual charge will no longer appear on City utility bills from CMP after the City repurchases all of our own streetlights from CMP. The savings will be easy to measure as it is separately stated on all of our utility bills (see Exhibit B below for example).

Although the City will no longer receive the “lighting equipment charge” on our utility bills, the City will also no longer receive “equipment maintenance” services from CMP and will be required to maintain our own streetlights. This may require a contract with a third-party vendor but after the initial conversion failure rate of LED streetlights is projected by TCS to be very low. Finally, it is worth noting that CMP is a utility, which may set their charges to offset their cost of doing business. Although the City will no longer be paying the \$952k in “equipment maintenance charges” the loss of that revenue at CMP will need to be incorporated into their future charges and the City may see their share of increases. Without consideration of these additional costs, TCS has projected the City will see an annual operating savings of \$1,065,320.

Exhibit B – Sample City of Portland CMP Bill

ST LIGHTS	12/30/16	11/28/16	32		
Account Summary					
Prior balance					\$0.00
Payments received through 01/04/17				\$0.00+	\$0.00
Balance forward					
New charges					
Electricity Delivery: Central Maine Power (see detail below)				\$2,552.26+	
Electricity Supply: NextEra Energy Services ME LLC (see page 3)				\$637.42+ - <i>Electricity</i>	\$3,189.68
Total new charges					
Current Account Balance:				Please pay before 01/31/17	\$3,189.68

Central Maine Power Delivery Service Account Detail

Prior balance for Central Maine Power delivery				\$0.00	
Payments received				\$0.00+	\$0.00
Balance forward					
Current delivery charges					
Delivery Charges: Street Lights					
Sodium Enclosed 70W	222 units @	\$10.20			
Delivery Service	222 units @	\$1.88		\$417.36+	
Lighting Equipment	222 units @	\$8.32		\$1,847.04+	
Sodium Enclosed 100W	2 units @	\$11.28			
Delivery Service	2 units @	\$2.54		\$5.08+	
Lighting Equipment	2 units @	\$8.74		\$17.48+	
Sodium Flood 250W	2 units @	\$17.99			
Delivery Service	2 units @	\$5.92		\$11.84+	
Lighting Equipment	2 units @	\$12.07		\$24.14+	
Sodium Cut Off 70W	21 units @	\$10.92			
Delivery Service	21 units @	\$1.88		\$39.48+	
Lighting Equipment	21 units @	\$9.04		\$189.84+	
Delivery Service Charge				\$473.76+ - <i>Delivery</i>	
Lighting Equipment Charge				\$2,078.50+ - <i>Equipment</i>	
Total current delivery charges					\$2,552.26
Central Maine Power account balance					\$2,552.26

As demonstrated on the example bill, the lighting equipment charge of \$2,078.50 accounts for about 65% of the monthly streetlighting cost. This cost will no longer be assessed once the City purchases the existing lighting equipment.

Specifics – Municipal Lease Finance Recommendation and Annual Debt Service Costs

City staff solicited financing proposals from several different vendors and Bank of America had the lowest interest rate proposal for the project – 10 years at a fixed 2.05%. Under the scenario as provided to the vendor, the City would finance the first \$4M of the project in October 2017, with the first annual lease payments not due until FY19, subject to approval of the FY19 budget by City Council. The total cost of the first \$4M lease in the FY19 through FY28 operating budgets would only be approximately \$446k annually, significantly less than the overall \$1.065M project savings projections from TEN. Keep in mind, due to the phased approach of this project, a second \$4M lease would be brought to City Council in FY19, and that lease would add an additional \$450-\$550k in annual debt service costs to future City budgets (depending on interest rates). In

total, it is estimated that the \$8M of leases would add between \$900k and \$1M to the City operating budgets for each of the next 10 years. However, these lease payments are less than the projected annual savings from TEN.

Bank of America has provided a term sheet for the finance package with the following amortization plan for repayment over the course of ten years. Please note that it calls for semi-annual payments so there would be two payments per year. (Total of 20)

Sample 10 Year Amortization

Total Project Costs	4,000,000.00
Repayment Term (semi-annual)	20
Interest Rate	2.050%
Closing/Funding Date (est.)	10/20/17
Average Life	5.679

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance
0		10/20/2017	4,000,000.00				4,000,000.00
1	1	7/15/2018		223,284.32	60,361.11	162,923.21	3,837,076.79
2	1	1/15/2019		223,284.32	39,330.04	183,954.28	3,653,122.51
3	2	7/15/2019		223,284.32	37,444.51	185,839.81	3,467,282.70
4	2	1/15/2020		223,284.32	35,539.65	187,744.67	3,279,538.03
5	3	7/15/2020		223,284.32	33,615.26	189,669.05	3,089,868.98
6	3	1/15/2021		223,284.32	31,671.16	191,613.16	2,898,255.81
7	4	7/15/2021		223,284.32	29,707.12	193,577.20	2,704,678.62
8	4	1/15/2022		223,284.32	27,722.96	195,561.36	2,509,117.26
9	5	7/15/2022		223,284.32	25,718.45	197,565.87	2,311,551.39
10	5	1/15/2023		223,284.32	23,693.40	199,590.92	2,111,960.47
11	6	7/15/2023		223,284.32	21,647.59	201,636.72	1,910,323.75
12	6	1/15/2024		223,284.32	19,580.82	203,703.50	1,706,620.25
13	7	7/15/2024		223,284.32	17,492.86	205,791.46	1,500,828.79
14	7	1/15/2025		223,284.32	15,383.50	207,900.82	1,292,927.97
15	8	7/15/2025		223,284.32	13,252.51	210,031.81	1,082,896.16
16	8	1/15/2026		223,284.32	11,099.69	212,184.63	870,711.53
17	9	7/15/2026		223,284.32	8,924.79	214,359.53	656,352.00
18	9	1/15/2027		223,284.32	6,727.61	216,556.71	439,795.29
19	10	7/15/2027		223,284.32	4,507.90	218,776.42	221,018.87
20	10	1/15/2028		223,284.32	2,265.44	221,018.87	0.00
				4,465,686.36	465,686.36	4,000,000.00	

Cash Flow Analysis:

As indicated, project savings will cover the annual finance costs and should allow some additional savings in the operational budget during the life of the lease agreement. TCS ran a cash flow analysis which demonstrates a comparison of savings versus financing costs. The financing scenario assumes phase two projects would be financed over nine years instead of ten so that the entire project is paid off in ten years and that the interest rate for Phase 2 is comparable to the 2.05% offered by Bank of America for Phase 1.

YEAR	PROJECT SAVINGS				PROJECT FINANCING COSTS			NET CASHFLOW
	UTILITY SAVINGS	UTILITY SAVINGS	TRANSFER OF OWNERSHIP	GUARANTEE D DOLLAR SAVINGS AMOUNTS	DEBT SERVICE PHASE 1	DEBT SERVICE PHASE 2	TOTAL DEBT SERVICE	
	PART 1	PART 2	SAVINGS ⁽²⁾					
Year 1	\$210,983	\$0	\$738,439	\$949,422	(\$446,472)	0	(\$446,472)	\$502,950
Year 2	\$215,202	\$107,601	\$753,208	\$1,076,011	(\$446,472)	(\$491,232)	(\$937,704)	\$138,308
Year 3	\$219,506	\$109,753	\$768,272	\$1,097,532	(\$446,472)	(\$491,232)	(\$937,704)	\$159,828
Year 4	\$223,896	\$111,948	\$783,638	\$1,119,482	(\$446,472)	(\$491,232)	(\$937,704)	\$181,779
Year 5	\$228,374	\$114,187	\$799,310	\$1,141,872	(\$446,472)	(\$491,232)	(\$937,704)	\$204,168
Year 6	\$232,942	\$116,471	\$815,297	\$1,164,709	(\$446,472)	(\$491,232)	(\$937,704)	\$227,006
Year 7	\$237,601	\$118,800	\$831,603	\$1,188,004	(\$446,472)	(\$491,232)	(\$937,704)	\$250,300
Year 8	\$242,353	\$121,176	\$848,235	\$1,211,764	(\$446,472)	(\$491,232)	(\$937,704)	\$274,060
Year 9	\$247,200	\$123,600	\$865,199	\$1,235,999	(\$446,472)	(\$491,232)	(\$937,704)	\$298,295
Year 10	\$252,144	\$126,072	\$882,503	\$1,260,719	(\$446,472)	(\$491,232)	(\$937,704)	\$323,015
TOTAL	\$2,310,201	\$1,049,609	\$8,085,704	\$11,445,514	(\$4,464,719)	(\$4,421,087)	(\$8,885,806)	\$2,559,709

As indicated, project savings exceed costs by over \$2.5 million over the life of the lease. If the savings attributed to the project fail to materialize, TCS has agreed to reimburse the City for the amount of the shortfall as part of its guaranteed savings contract.

This project offers the City an excellent opportunity to improve public safety by improving the overall quality of light in the City while conserving energy and financial resources. We would be happy to answer any questions you may have about it.

Order 107-18/19

Motion to postpone to December 17, 2018: 7-2 (Cook, Strimling)

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER ESTABLISHING
THE CITY COUNCIL AD HOC RECODE COMMITTEE

ORDERED, that the City Council Ad Hoc Recode Committee is hereby formed to offer broad policy guidance to the Planning Board in its development of a proposed revision of the Portland City Code Chapter 14 known as the Recode; and

BE IT FURTHER ORDERED, that the Ad Hoc ReCode Committee will meet from time to time as appropriate.

MEMORANDUM

TO: Danielle West-Chuhta, Corporation Counsel

FROM: Jennifer L. Thompson, Associate Corporation Counsel

DATE: November 29, 2018

RE: **Proposed Ad-Hoc Council Committee on Re-Code**

I understand that a proposal has recently been made to establish a Council ad-hoc committee dedicated to working on the Re-Code, which is to be a multi-phase re-write of Chapter 14, the City's Zoning and Land Use Code. As currently contemplated, the first phase of the Re-Code will focus mostly on re-structuring and re-organizing the Code while the second phase will involve much more comprehensive and substantive re-working of its provisions.

Because, historically, there has not been a Council committee dedicated to proposed ordinance amendments and because amendments to Chapter 14, particularly as they relate to zoning, have typically started with recommendations from the Planning Board to the Council for its consideration and ultimate adoption, I offer the following background on the City's Planning Board, State law governing zoning enactments, and issues of which to be aware as this proposal moves forward.

I. Planning Boards, Generally

As outlined by Maine Municipal Association, "the laws pertaining to the establishment of a planning board have been modified several times over the years." MMA Planning Board Manual at 1. Between 1957 and 1971, Planning Boards were created pursuant to an express statutory directive. See 30 M.R.S. §§ 4952-4957 (Chapter 405 of the 1957 Public Laws). After 1971, Planning Boards could be established pursuant to local home rule authority, conferred by 30-A M.R.S. § 3001.

Generally speaking, the jurisdiction and authority of local planning boards is outlined in local charters and ordinances. With respect to some duties, however, state statute dictates the authority and role of those boards. See *e.g.* 30-A M.R.S. §§ 4352 & 4403.

Specifically, when it comes to zoning, in communities with planning boards state statute requires a public hearing, during which the public must have an "adequate opportunity to be heard in the preparation of a zoning ordinance." 30-A M.R.S. §§ 4352. Under the statute, that opportunity on the part of the public to be heard must be held by the planning board before the City Council votes to adopt the ordinance. *Id.*

Perhaps because of the statutory requirement that zoning proposals be developed by the Planning Board with input from the public, the provisions of Portland's Code governing the Planning Board's jurisdiction and authority also contemplate that the Planning Board initiate and develop

proposed legislation regarding zoning, land use, and development and then submit those proposals to the Council.

II. Portland's Planning Board

The City of Portland first created its Planning Board in 1968. Currently, Chapter 14 of the City's Code outlines the make-up, appointment, composition and authority of the Board. With respect specifically to the Board's jurisdiction and authority, that chapter provides, in pertinent part:

Sec. 14-30. Jurisdiction and authority.

In addition to the jurisdiction conferred on it by other provisions of state law and the ordinances of the city and in accordance therewith, the planning board shall have the following jurisdiction and authority:

(a) To prepare and recommend a comprehensive plan to the city council, which plan, upon its adoption by the city council, shall be known as the "Land Development Plan of the City of Portland";

(b) To prepare and recommend to the city council changes in and amendments to the land development plan;

...

(f) To hear, review and offer its recommendations to the city council on applications for zoning changes and amendments to, or revisions of, the zoning ordinance, and *to initiate recommendations for zoning changes and amendments to, or revisions of, the zoning ordinance*;

...

(i) To prepare and offer its recommendations to the city council with regard to the city's annual capital improvements program;

(j) To review and approve, conditionally approve, or disapprove urban renewal plans;

(k) Upon reasonable request, to make its special knowledge and expertise available to any official, department, board or agency of the city, county, state or federal governments to aid them in the performance of their respective duties relating to the planning and development of the city and its region, including request from the City Council to review proposed developments in which the developer does not have the right, title or interest in all the property necessary for the proposed development because some or all of that property is owned by the City;

...

(emphasis added).

III. An Ad-Hoc Council Committee

Historically, and in accordance with the state and local law outlined above, Portland's Planning Board has typically been responsible for initiating and developing proposals around zoning and land use. It then has typically presented its recommendations to the Council, which then has held its own workshops and public hearings on the proposals before amending and/or adopting them.¹

The reasons for this, as discussed in some white papers on planning and land use regulation, are that Councils appoint Boards with experience and expertise in the area of planning and land use development to both advise them on those issues and to work within the ordinances adopted by the Council. Because planning boards apply the existing ordinances on a day-to-day basis, they are also in a position to "serve as a technical consultant to the Council in recommending effective ways to accomplish community goals that may be requested by the Council." 9 Planning Commissioners Journal at 16 (March, 1993). A helpful, though somewhat dated, article (interestingly, it is authored by a former City Councilor and Mayor from Portland!) touching on this relationship is attached for information.

Notwithstanding that there has not heretofore been a Council Committee dedicated to proposed zoning and land use amendments, it does not appear that such a committee would be precluded as a matter of either state or local law, *provided* that that committee and its work not undermine or limit the process that is required to be undertaken by the Planning Board and the public. Again, as outlined above, the only express statutory requirement is that the public be given an "adequate opportunity to be heard [by the Planning Board] in the preparation of a zoning ordinance." Given this requirement, so long as a directive of the Council committee does not so constrain the Planning Board and the public in their consideration and development of a proposed zoning ordinance or amendment that that process is not a meaningful one, it does not appear that such a committee would be problematic from a legal perspective. As noted in the attached article, it also may be important (though from more of a policy perspective than a legal one) to ensure that any Council Committee guidance be given in such a way as not to lose the benefit of "complex or technically innovative" recommendations of the Board that may not have occurred to the Council committee.

IV. Recommendations

Whether the Council appoints an ad-hoc committee to offer policy guidance on the Re-Code or does so through Council workshops, I would recommend that the interplay of the Council and the Planning Board be as follows: To the extent that the Council or a committee want to offer guidance on

¹ Recently, there has been more Council committee involvement in the development of some amendments to Chapter 14. Some of those initiatives and the early guidance from the committees on drafting have started because of broad Council goals (e.g. impact fees). Importantly, many of those initiatives have not involved *zoning ordinance* amendments. "Zoning ordinance" is a term of art defined to mean "a type of land use ordinance that divides a municipality into districts and that prescribes and reasonably applies different regulations in each district." 30-A M.R.S. § 4301(15-A). The statutory requirement that ordinance development be done by the Planning Board relates to *zoning* ordinances such that that early Council committee guidance on non-zoning amendments was governed exclusively by local rules regarding Planning Board jurisdiction and did not implicate state law to the same degree that the current proposal does. In those instances, however, Chapter 14's enumeration of Planning Board authority and jurisdiction are still at play.

the policies it is likely to advance when ultimately adopting the Re-Code, that guidance should be provided broadly and be mostly conceptual in nature rather than a review or approval of specific ordinance language. Then, the Planning Board can take that broad guidance regarding the Council's policy objectives and, with the help of Planning staff, utilize its particular experience and expertise to explore those objectives and develop proposals that might accomplish them. To the extent that the Planning Board, with the benefit of input from the public during neighborhood meetings and public hearings, also develops recommendations that differ from those of the Council or its committee, those recommendations should also be freely pursued and presented to the Council for its consideration, perhaps with an analysis outlining the reason for any deviation. That way, the Council will have the benefit of the Planning Board's independent recommendations and be in a position to make an informed choice when ultimately adopting the zoning and land use ordinance that will govern development and land use in Portland.

Town Councils and Planning Boards:

A CHALLENGING RELATIONSHIP

by Pamela Plumb

There has always been a delicate dance in the relationship between Town Councils and their appointed Planning Boards. Perhaps it comes from the community emotion that inevitably surrounds local land use issues. Perhaps it is rooted in a lack of clarity about their different roles. Whatever the origins of this tension, the relationship is frequently a source of debate and occasionally a source of friction. I would like to offer a few thoughts on what that relationship might ideally look like and make some suggestions on how to encourage that positive result.

A misunderstanding of roles is the most frequent barrier to a positive relationship between councils and planning boards. What are the roles? The Council begins with the responsibility of appointing the members of the Board. It is the Council's job to create a capable Board with a balance of experience and expertise. However, the Council then needs to leave the Board to do its job.

The two groups have distinctly different jobs. Councilors are policy makers. They are elected by and are responsive to the public whom they represent in all its various constituencies. The Board members, on the other hand, are not policy makers. They are appointed to work within the ordinances adopted by the Council. They work within already established policy and do not change policy based on public comment. Even if the room is packed with citizens arguing that a permitted use be denied in a site plan hearing, it is not the Planning Board's role to change what is or is not permitted. Its role is to apply the given ordinance.

If the public does not like what the ordinance permits, then the Council is the place to get it changed. Similarly, if the Board is concerned about the impacts of applying a given ordinance, its option is

**"EVEN IF THE ROOM IS
PACKED WITH CITIZENS
ARGUING THAT A
PERMITTED USE BE DENIED
IN A SITE PLAN HEARING,
IT IS NOT THE PLANNING
BOARD'S ROLE TO CHANGE
WHAT IS OR IS NOT
PERMITTED. ITS ROLE IS
TO APPLY THE GIVEN
ORDINANCE."**

to recommend changes to the Council.

Even in the process of rewriting or developing new ordinances, the Council is still the policy maker. The Board functions like a technical consultant to the Council recommending effective ways to accomplish the general community goals requested by the Council. The Council gives a sense of direction to the Board. The Board then uses its specialized background and expertise to make recommendations back to the Council.

The recommendations may be creative and far reaching. They may be more complex or technically innovative than the Council ever imagined. But, it is the Council that makes the final decision with whatever political considerations it deems appropriate. Each role is vital to a smoothly functioning community. But they are separate. If the Board tries to set policy or the Council tries to interfere with the application of the ordinance or fails to value the technical advice of the Board, confusion and trouble will follow.

Equally important to a positive relationship is effective and appropriate com-

munication. When and how should the Council and the Board communicate? Should Councilors lobby Board members as the Board carries out its work? Should Board members consult with individual Councilors before making decisions or recommendations? Neither is likely to be helpful.

There needs to be a way for the Council to provide collective guidance, rather than disjointed or individual points of view which might not represent the view of the whole. There needs to be a way for the Board to share with the Council the background and thought process that leads up to a recommendation for a zone change or a new ordinance.

Although much of the work in small towns seems to get done around people's kitchen tables or in the aisles of the grocery store, clear and formal avenues of

continued on page 15

PLANNING COMMISSIONERS **Journal**

In Coming Issues ...

- Local planning for greenways and bicycle paths.
- When attorneys appear before planning boards.
- How to preserve a community's heritage.
- The home occupation boom & its planning impacts.
- Are there lessons from Scandinavia's "eco-community" planning?
- Preparing for public hearings.
- Understanding "spot" zoning.

And more from our regular columnists.

own Councils & Planning Boards
continued from page 16

ommunication are important. There are
ome specific steps that could enhance
ommunication:

A yearly workshop to review and agree
n roles, to discuss common community
oals, and to establish the general work
genda for the year.

A regular update letter or progress re-
ort from the Board to the Council and
ice versa on issues of mutual interest.

Agreement on ground rules for joint
eetings, public statements and informal
orkshops.

Facilitated joint workshops on issues
at have created or have the potential to
reate difficulties between the two groups.

Zoning and ordinance development pro-
esses that provide for community input
arly in the process thus reducing the like-
hood of conflict.

The bottom line for a positive and pro-
ductive working relationship between the
Council and the Planning Board is a clear
understanding of their different roles, a
regular communications system and a
healthy understanding of, appreciation
and respect for each other's jobs.

*Pam Plumb is from
Portland, Maine, where she
is a consultant focusing on
conflict management, group
dynamics, and problem solv-
ing. Pam served on the Port-
land City Council from 1979
to 1990, and as the City's
Mayor in 1981 and 1982.*



*She is also a past president of National League of
Cities, and has chaired the Maine Governor's Mu-
nicipal Advisory Council. Her topic, the relation-
ship between planning commissions and local
elected officials, is an important one — and one to
which we will return in future issues.*



Jeff Levine, AICP
Director, Planning & Urban Development Department

Memorandum

To: Jon Jennings, City Manager
From: Jeff Levine, Director
Date: December 6, 2018
Re: Council Adhoc ReCode Committee – Thoughts and Fiscal Note

You have asked me for some information on the existing workload of the Department and what resources a potential Council Committee on the ReCode effort might require in order to not impact the existing work.

We continue to be involved in a number of efforts, such as:

- ongoing development review;
- long range planning efforts such as the Commercial Street Study;
- policy initiatives such as relocation of the Homeless Services Center;
- funding and oversight of affordable housing projects and the inclusionary zoning program;
- our federal grant programs; and (most recently)
- expected work related to assessing the Waterfront Central Zone as part of the moratorium

However, the most relevant part of our work plan involves the ReCode specifically, and the ongoing responsibilities we have for staffing Board and Committees.

ReCode

We are entering a new phase in the work on the ReCode. With the Impact Fees ordinance – which we referred to as Phase 1A of the ReCode – complete, we are moving on in earnest to Phase 1 proper. Phase 1 involves taking the entire 1,000-page document and redrafting it into a contemporary, accessible code. Doing so is no simple task. Imagine, as an example, taking the user's manual for a piece of industrial equipment and trying to turn it into something the average person can read and understand. On the other hand, at the core of this work is not policy change, but clarity and consistency.

As part of this effort, we are committing 1 full time equivalent staff person, beginning 1/1/19, to the ReCode work. We have also retained Ben Smith of Northstar Planning to assist us on the drafting effort. Ben is the former Town Planner for Windham and a well-respected planning professional in Maine. We will also shortly be issuing a Request for Proposals for an illustrator who can provide visual representations to support the text in our code going forward.

While Phase 1 will primarily be a restructuring and “adding by deleting,” there will also be some policy initiatives included in this work:

- At the request of the Housing Committee, we will be proposing new ordinance language related to Accessory Dwelling Units, with a goal of encouraging more ADU’s in the City to help address housing needs;
- Because the recent Supreme Court decision *Cass vs. Town of Gilbert* upended the way most communities look at signage, including Portland, we have retained a consultant team to rewrite our sign ordinance and make it consistent with that ruling, as well as with changing sign technologies, challenges and opportunities;
- Our internal audit of Chapter 14 revealed a lack of definitions of key terms. Sometimes we even found different definitions of the same term in different places in the code. For this reason, we are creating a single section to define terms and ensure that the definitions match the intent of the code, best practices nationally, and the use of these terms in other disciplines.

While there has been some slippage in the delivery date of the ReCode Phase 1, it will be a top workplan priority for the second half of FY19, with a planned delivery date in Spring 2019.

Board and Committee Responsibilities

The Planning & Urban Development Department staffs a large number of standing Boards and Committees. Unlike many other departments, we do not have administrative staff that attends these meetings to provide support; instead, our professional staff provides both their analysis and takes care of logistics during meetings. However, our administrative staff does provide preparations for meetings, such as noticing and compiling packets.

- **Planning Board:** The Planning Board is supposed to meet twice a month. In reality, they often meet more often than that, and with a larger agenda than is ideal. This workload is due to the large development interest in the City; expectations that projects will be reviewed quickly that need to be balanced with a need to ensure they meet the relevant standards; and the additional policy initiatives such as zoning amendments and planning efforts that involve the Planning Board. Staff is responsible for drafting reports and providing recommendations for each meeting, including meeting with developers ahead of time to discuss their projects and the applicable standards.
- **Historic Preservation Board:** The Preservation Board generally meets twice a month to review all significant exterior modifications in the City’s 11 historic districts as well as any local landmarks. With the passage of the Munjoy Hill Neighborhood Conservation Overlay District, the Board is also responsible for reviewing potential demolitions of “preferably preserved” structures and any request for Alternative Design Review. Similar to Planning Board meetings, staff is responsible for working with applicants, drafting reports and recommendations, and other work as needed.
- **Public Art Committee:** The Portland Public Art Committee meets monthly to program the ½ percent of public art program and work with funding recipients on their public art projects. The Committee also works on maintenance of the existing collection of 56 pieces, and on leveraging City funds for additional resources to provide a vibrant public art program.

Currently the Committee is also working with artist Sarah Sze on a major commission for Congress Square Park intended to be installed when the park is renovated. Staff provides technical and administrative support to the Public Art Committee.

- **Community Development Block Grant Allocation Committee:** This Committee provides the City Manager and Council with recommendations on how to allocate the City's annual allocation of federal CDBG funds. The requirements of this program are quite detailed, and the Committee works with staff to screen projects and provide prioritized recommendations consistent with those requirements and City plans and policies. The Committee's work is cyclical, beginning each year in December and continuing generally twice a month until the allocation process wraps up in March.
- **Council Housing Committee:** The Housing Committee generally meets twice a month (except December.) Staff provides administrative and professional support, including maintaining records, providing advice on how to accomplish committee policy goals, and analyzing requests for funds. Staff also manages underwriting affordable housing projects, executing affordability agreements and monitoring projects during construction to ensure successful completion consistent with City funding conditions.
- **Rental Housing Advisory Committee (new):** This new Committee, created by City Ordinance, will begin meeting in 2019 and require staff support.
- **Other Council Committees:** Staff is often asked to provide support to other Council Committees, such as the Economic Development Committee, the Sustainability & Transportation Committee; the Nominating Committee; and the Health & Human Services and Public Safety Committee. In those cases, staff is generally providing technical or professional support.

Impact of an Adhoc ReCode Committee

The additional needs of a ReCode Committee will partially depend on how often it meets, how closely it coordinates those meetings and agendas with Planning Board updates on the ReCode, and the administrative needs of the Committee.

If the ReCode Committee were to desire to meet on its own, with a different agenda than the Planning Board, and meet monthly or more frequently, there would be significant additional administrative and professional needs. Staff would have to prepare presentations, identify rooms, notice meetings, and provide information as requested by the committee. While in and of itself these efforts are not overburdensome, when added to the existing number of Boards and Committees we staff, this would likely tip the Department over to needing an additional full-time project staff person, most likely at the Pro-Tech 7 level consistent with hiring a new planner. At a minimum we would need another half-time position at that level. We assume the ReCode work will continue into FY20 and therefore have assumed the project position would be needed for at least 18 months (until 7/1/20)

These costs work out as follows:

	FY19 (50% of year)	FY20	TOTAL (FY19 and FY20)
Salary (Pro-Tech 7, Step 4)	\$25,974	\$52,987	\$78,961

Fringe @ 36.61%	\$9,509	\$19,398	\$28,907
Fitout for new position (office space, computer, etc.)	\$5,000	\$0	\$5,000
TOTAL (IF POSITION IS FULL-TIME)	\$40,483	\$72,385	\$112,868
TOTAL (IF POSITION IS HALF-TIME)	\$22,7412	\$36,193	\$58,934

Note that numbers may not add exactly due to rounding

Therefore the expected fiscal impact would be *between \$58,934 and \$112,868.*



Office of the Mayor, Ethan K. Strimling

MEMORANDUM

To: Members of the Portland City Council

cc: Jon Jennings, City Manager; Danielle P. West-Chuhta, Corporation Council; Katherine L. Jones, City Clerk

From: Ethan K. Strimling, Mayor

Date: November 29, 2018

Re: Mayor's Communication about Ad Hoc ReCode Committee

This memo serves to communicate to the Council that the following City Councilors will be appointed to the Ad Hoc ReCode Committee:

Councilor Kim Cook, Chair

Councilor Justin Costa

Councilor Brian Batson

MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: November 26, 2018

SUBJECT: **Order 116-18/19 Approving an Appropriation of Up To \$36,000 from the Housing Trust Fund - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.**

SPONSOR: Housing Committee, Councilor Jill Duson Chair;
Meeting held on November 14, 2018, and the vote was unanimous, 2-0 (Ali absent) to forward to the City Council for approval.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/17/2018

Final Action 01/07/2019

Can action be taken at a later date: No Unit marketing is ongoing and time sensitive.

PRESENTATION: Staff will be available for questions

I. SUMMARY

City Council action is requested to approve the appropriation of funding from the Housing Trust fund to match additional private subsidy to lower the effective sale price for on-site Inclusionary Zoning workforce condominium units created under Division 30 section 14-487 of the Land Use Code.

II. AGENDA DESCRIPTION

The Housing Committee met on November 14, 2018 and voted unanimously, 2-0 (Ali absent), to recommend to the City Council the appropriation of funding from the Housing Trust fund to lower the effective sale price of three Inclusionary Zoning Home Ownership units. This agenda item implements that recommendation through a proposed public match to additional developer subsidy for these units in the form of a down payment assistance program.

The three units, one in 1 Joy Place and two in 60 Parris Terraces, would each be reduced in price by up to \$12,000 plus the developers' 79% match, allowing them to be sold at a lower price to qualified low income households.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

As the first on-site Inclusionary Zoning homeownership units are nearing completion and are being advertised for sale, finding qualified buyers has proven to be difficult due to pricing and marketing period issues. Staff has implemented changes to the for-sale requirements to prevent a similar situation in the future.

However, three condominium units currently for sale were approved prior to adoption of these changes. Subsequently these units are for sale at a price point that contains fewer income-qualified households in a limited restricted-price period. The relatively high sale price creates a challenge for selling these first three workforce units to qualified buyers. Should the units be unable to be sold as deed restricted, the restrictions

might be lifted, though the City's Housing Trust fund would receive any excess amount between the agreed sale price and the maximum allowable sale price set by the City. That will most likely be less than \$30,000 a unit, or far less than the current fee-in-lieu of about \$105,000 per unit.

Another means to encourage the sale of workforce units to qualified buyers is by lowering the maximum sale price. During their June 12 meeting, the Planning Board approved the request to amend the Ensuring Workforce Housing Ordinance to change the calculation of the maximum sale price of a workforce unit from 30% of 120 % Area Median Income to 30% of 110% of Area Median Income. This change lowers the maximum sale price, which addresses the concern the former method of calculation did not provide a broad range of qualified buyers.

However, as previously noted, three workforce units were approved by the Planning Board prior to that amendment and are subsequently selling at a price point that contains fewer income-qualified households. Lowering the sale price would help ensure the condominium units are sold to households that meet the workforce income standards. Funding to lower the effective sale price is proposed through a public-private partnership leveraging Housing Trust funds.

The Housing Trust Fund's 2018 Annual Plan authorizes the use of Housing Trust funds to promote the retention of affordable housing.

The Housing Committee endorsed the approach of using Housing Trust funds to lower the effective sales price at their November 14 meeting. Since the Housing Committee vote, staff has been negotiating with the project developers to create a program that maximizes efficient use of Housing Trust funds and accomplishes the goal of increasing the attractiveness of the units for potential buyers. Specifically, staff is proposing the following program:

- * Developers and their lenders would provide up to \$9,500 in additional subsidy as a down payment credit for buyers.

- * City Housing Trust funds would provide a match of up to \$12,000 to that amount as an additional down payment credit for the buyers.

That assistance would reduce the effective sales prices of these units below the important threshold of \$200,000 and are likely to result in far more interest in sales. By leveraging private funds, this approach minimizes the City Housing Trust investment.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to ensure the first on-site Inclusionary Zoning workforce condominium units created under Division 30 section 14-487 of the Land Use code are sold to qualified households.

V. FINANCIAL IMPACT

This program will result in a total cost to the City's Housing Trust of \$36,000 or less.

VI. STAFF ANALYSIS AND BACKGROUND

Based on the above, staff has discussed the situation with the Developers of 1 Joy Place and 60 Parris Terraces and they have agreed they would provide a match of 79% or more to the City Housing Trust investments to effectively lower the sale price through a down payment assistance program for the qualified buyer(s) of the workforce units 1A at 1 Joy Place, and units 102 and 103 at 60 Parris Terraces. The City would leverage no more than \$12,000 per unit to enable the sale of the units as permanently affordable units rather than allowing the Developers to exercise the option to market the workforce units to non-qualified buyers. The unit prices would therefore be effectively below the important \$200,000 level and affordable to a much larger pool of potential applicants. City funds would likely be secured with a mortgage that would be forgiven upon resale or a set term, in order to provide additional security that the units remain affordable.

VII. RECOMMENDATION

On November 14, 2018 the Housing Committee voted unanimously (2-0) to forward the concept of providing additional Housing Trust funds to buyers of these units to the City Council with a recommendation for passage. As implementation of this vote, staff is requesting funding of up to \$12,000 per unit from the Housing Trust with the understanding that private developers and their lenders would provide a match of no less than 79% of that amount. Staff is further requesting discretion to negotiate the terms of these agreements and to make minor variations in these agreements based on best practices.

VIII. LIST ATTACHMENTS

1. Housing Trust Funds appropriation 12.17.2018

Prepared by:

Victoria Volent, Housing Program Manager

Date: 11/26/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING AN APPROPRIATION OF UP TO \$36,000
FROM THE HOUSING TRUST FUND**

ORDERED, that any amount up to \$36,000 (no more than \$12,000 per unit for up to three units) from the Housing Trust Fund is hereby appropriated to provide a down payment credit or loan toward the purchase of each of the units of Inclusionary Zoning Home Ownership Units at 1 Joy Place and 60 Parris Terraces, with the condition that there be a private match from the developer and/or other sources of no less than Seventy-Nine Percent (79%) of the Housing Trust Fund expenditure; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute any and all documents necessary or convenient to carry out the intent of this order.

MEMORANDUM
City Council Agenda Item

FROM: Lori Paulette, Senior Executive Assistant

DATE: December 3, 2018

SUBJECT: **Order 117-18/19 Approving the Amended and Restated Lease with Casco Bay Island Transit District - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair.**

SPONSOR: Economic Development Committee/Councilor Justin Costa, Chair; meeting held on November 14, 2018, and the vote was 2-0 to forward this to the City Council for approval. (It is noted that Councilor Mavodones recused himself from the Lease discussion and vote because he is employed by CBITD.)

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/17/2018

Final Action 12/17/2018

Can action be taken at a later date: Yes If no, why not?

PRESENTATION: Brendan O'Connell/5 Minutes

I. SUMMARY

The City has been under a land Lease Agreement with Casco Bay Island Transit District beginning March 5, 1985, which Lease expired June 2018, and the parties have continued to perform their obligations under that lease; this Amended and Restated Lease will continue that relationship.

II. AGENDA DESCRIPTION

The Economic Development Committee meet on November 14, 2018, and voted 2-0 to forward this item to the City Council with a recommendation for passage. (It is noted that Councilor Mavodones recused himself from the Lease discussion and vote because he is employed by CBITD.)

The City is currently leasing land, located on the Maine State Pier, to the Casco Bay Island Transit District ("CBITD" or "the tenant") for their public transit operations in Casco Bay. The Current Lease expired in June 2018, but the parties have continued to perform their obligations under that

Lease (the "Current Lease"). Based on guidance from the Economic Development Committee, a draft Amended and Restated Lease is enclosed and recommended for City Council (the "New Lease").

CBITD has noted that a long-term agreement is essential to preserve previously approved Federal and State transportation funding of \$7M+ and to obtain new grants to improve the property and maintain / upgrade their fleet. CBITD also has noted they will be required to prove right title and interest in the property they are improving to obtain permits and future grants. To ensure CBITD has the longer-term lease they desire, the New Lease being brought forward to the Council is a 20-year lease with automatic 1-year renewal terms. Termination is permitted after the initial 20-year term with 1-year notice. Expiration of the initial 20-year term coincides with the expiration of the Casco Bay Garage Condominium Association, at which point the City will have significant flexibility over Casco Bay Garage operations.

There is no change to the leased premises. Please see Financial Impact of this transmittal memo regarding details of the rent.

One change from the Current Lease to the New Lease worth mentioning was a request from CBITD to be permitted to have a food vendor or small café on site in order to provide coffee / snacks for their patrons. CBITD made it clear they were not seeking a full-service restaurant and that no plans to add any food vendor on site were imminent. The request for the lease amendment was simply to give themselves flexibility to add a small café or perhaps have a food vendor on site at some point in the future as an added convenience for passengers.

Five affirmative votes are required for passage after public comment. Economic Development Committee/Councilor Justin Costa, Chair; meeting held on November 14, 2018, and the vote was 2-0 to forward this to the City Council for approval. (It is noted that Councilor Mavodones recused himself from the Lease discussion and vote because he is employed by CBITD.)

III. BACKGROUND

The City is currently leasing land, located on the Maine State Pier, to the Casco Bay Island Transit District (“CBITD” or “the tenant”) for their public transit operations in Casco Bay. The Current Lease expired in June 2018, but the parties have continued to perform their obligations under that Lease (the “Current Lease”). Based on guidance from the Economic Development Committee, a draft Amended and Restated Lease is now ready for City Council approval (the “New Lease”).

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is the continued CBITD service providing ferry transportation in Casco Bay to Portland’s residents, businesses, and visitors.

V. FINANCIAL IMPACT

Under the Current Lease, the tenant pays minimum rent of approximately \$16,000 annually (or 5.4% of tours and charters revenue, whichever is greater). This rent is deposited into a Maintenance Fund which CBITD may use for major repair and maintenance of the leased premises. The City is also required to deposit 50% of all net revenues from our share of ownership of the Casco Bay Garage (up to \$150,000 annually) into this Maintenance Fund. Any remaining net revenues from City ownership in the Casco Bay Garage are then required to be deposited into the Excess Fund. Money in the Excess Fund is available on a priority basis to CBITD for their capital needs (which have almost always exceeded the amount of available Excess Funds).

Under the New Lease, the basic lease structure remains the same. CBITD will now pay minimum rent of \$20,000 (or 5.4% of tours and charters revenue, whichever is greater) and this minimum rent will be indexed to CPI. Instead of going into the Maintenance Fund, this rent will now be deposited into a Capital Reserve Fund which will be used to maintain the Casco Bay Garage. Adding a Capital Reserve Fund was an essential component of negotiations for the City – ensuring there was a pool of annual funding being set aside for any required garage repairs above and beyond net garage revenues within any given fiscal year.

Under the New Lease, the Maintenance Fund deposit increases to \$160,000 annually (it had been capped at \$150,000 for over 30 years) and any remaining portion of the City’s share of the net garage revenues are still deposited into the Excess Fund. It is worth noting that 5.4% of CBITD’s tours and charters revenue significantly exceeds the \$20,000 minimum rent, and we expect between \$45,000 and \$70,000 per year to be deposited into the Capital Reserve Fund over the life of the initial lease term.

VI. STAFF ANALYSIS AND BACKGROUND

There are so many benefits to the City of Portland, the State of Maine, and the region as a whole from the current arrangement permitting CBITD to operate on City property on the Portland waterfront. Among these benefits, CBITD is performing a valuable service, providing ferry transportation in Casco Bay to our residents, businesses and visitors. Additionally, CBITD is bringing millions of State and Federal transportation dollars into the region to support mass transit. Continuation of this Lease is supported by staff.

VII. RECOMMENDATION

At the November 14, 2018 EDC meeting, the Committee reviewed the New Lease and voted 2-0 to recommend that it be forwarded to the City Council for approval in substantially in the form as included in the Council packet. It is noted that Councilor Mavodones recused himself from the Lease discussion and vote because he is employed by CBITD.

VIII. LIST ATTACHMENTS

1. Casco Bay Island Transit District Amended and Restated Lease 12.17.2018
2. 11-29-2018 CC Memo for 12-17-2018 CC Meeting
3. CBITD Amended and Restated Lease with City clean for Council 120318

Prepared by:

Lori Paulette, Senior Executive Assistant

Date: 12/03/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE AMENDED AND RESTATED LEASE
WITH CASCO BAY ISLAND TRANSIT DISTRICT**

ORDERED, that the amended and restated lease with Casco Bay Island Transit District is hereby approved, substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Mike Sauschuck, Sonia Bean, Nancy English, Danielle West-Chuhta, Deivy Periana,

FROM: Greg Mitchell, Economic Development Director
Brendan O'Connell, Finance Director

DATE: November 29, 2018

SUBJECT: **Order Authorizing City Manager to Execute Amended and Restated Lease with Casco Bay Island Transit District**

SPONSOR: **Economic Development Committee/Councilor Justin Costa, Chair; meeting held on November 14, 2018, and the vote was 2-0 to forward this to the City Council for approval. (It is noted that Councilor Mavodones recused himself from the Lease discussion and vote because he is employed by CBITD.)**

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: December 17, 2018 Final Action: December 17, 2018

Can action be taken at a later date: Yes.

PRESENTATION: Brendan O'Connell/5 Minutes

I. ONE SENTENCE SUMMARY

The City has been under a land Lease Agreement with Casco Bay Island Transit District beginning March 5, 1985, which Lease expired June 2018, and the parties have continued to perform their obligations under that lease; this Amended and Restated Lease will continue that relationship.

II. AGENDA DESCRIPTION

The City is currently leasing land, located on the Maine State Pier, to the Casco Bay Island Transit District ("CBITD" or "the tenant") for their public transit operations in Casco Bay. The Current Lease expired in June 2018, but the parties have continued to perform their obligations under that

Lease (the “Current Lease”). Based on guidance from the Economic Development Committee, a draft Amended and Restated Lease is attached and recommended for City Council (the “New Lease”).

CBITD has noted that a long-term agreement is essential to preserve previously approved Federal and State transportation funding of \$7M+ and to obtain new grants to improve the property and maintain / upgrade their fleet. CBITD also has noted they will be required to prove right title and interest in the property they are improving to obtain permits and future grants. To ensure CBITD has the longer-term lease they desire, the New Lease being brought forward to the Council is a 20-year lease with automatic 1-year renewal terms. Termination is permitted after the initial 20-year term with 1-year notice. Expiration of the initial 20-year term coincides with the expiration of the Casco Bay Garage Condominium Association, at which point the City will have significant flexibility over Casco Bay Garage operations.

There is no change to the leased premises. Please see Financial Impact of this transmittal memo regarding details of the rent.

One change from the Current Lease to the New Lease worth mentioning was a request from CBITD to be permitted to have a food vendor or small café on site in order to provide coffee / snacks for their patrons. CBITD made it clear they were not seeking a full-service restaurant and that no plans to add any food vendor on site were imminent. The request for the lease amendment was simply to give themselves flexibility to add a small café or perhaps have a food vendor on site at some point in the future as an added convenience for passengers.

III. BACKGROUND

The City is currently leasing land, located on the Maine State Pier, to the Casco Bay Island Transit District (“CBITD” or “the tenant”) for their public transit operations in Casco Bay. The Current Lease expired in June 2018, but the parties have continued to perform their obligations under that Lease (the “Current Lease”). Based on guidance from the Economic Development Committee, a draft Amended and Restated Lease is now ready for City Council approval (the “New Lease”).

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is the continued CBITD service providing ferry transportation in Casco Bay to Portland’s residents, businesses, and visitors.

V. FINANCIAL IMPACT

Under the Current Lease, the tenant pays minimum rent of approximately \$16,000 annually (or 5.4% of tours and charters revenue, whichever is greater). This rent is deposited into a Maintenance Fund which CBITD may use for major repair and maintenance of the leased premises. The City is also required to deposit 50% of all net revenues from our share of ownership of the Casco Bay Garage

(up to \$150,000 annually) into this Maintenance Fund. Any remaining net revenues from City ownership in the Casco Bay Garage are then required to be deposited into the Excess Fund. Money in the Excess Fund is available on a priority basis to CBITD for their capital needs (which have almost always exceeded the amount of available Excess Funds).

Under the New Lease, the basic lease structure remains the same. CBITD will now pay minimum rent of \$20,000 (or 5.4% of tours and charters revenue, whichever is greater) and this minimum rent will be indexed to CPI. Instead of going into the Maintenance Fund, this rent will now be deposited into a Capital Reserve Fund which will be used to maintain the Casco Bay Garage. Adding a Capital Reserve Fund was an essential component of negotiations for the City – ensuring there was a pool of annual funding being set aside for any required garage repairs above and beyond net garage revenues within any given fiscal year.

Under the New Lease, the Maintenance Fund deposit increases to \$160,000 annually (it had been capped at \$150,000 for over 30 years) and any remaining portion of the City's share of the net garage revenues are still deposited into the Excess Fund. It is worth noting that 5.4% of CBITD's tours and charters revenue significantly exceeds the \$20,000 minimum rent, and we expect between \$45,000 and \$70,000 per year to be deposited into the Capital Reserve Fund over the life of the initial lease term.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

There are so many benefits to the City of Portland, the State of Maine, and the region as a whole from the current arrangement permitting CBITD to operate on City property on the Portland waterfront. Among these benefits, CBITD is performing a valuable service, providing ferry transportation in Casco Bay to our residents, businesses and visitors. Additionally, CBITD is bringing millions of State and Federal transportation dollars into the region to support mass transit. Continuation of this Lease is supported by staff.

VII. RECOMMENDATION

At the November 14, 2018 EDC meeting, the Committee reviewed the New Lease and voted 2-0 to recommend that it be forwarded to the City Council for approval in substantially in the form as included in the Council packet. It is noted that Councilor Mavodones recused himself from the Lease discussion and vote because he is employed by CBITD.

VIII. LIST ATTACHMENTS

- Proposed Amended and Restated Lease with CBITD, with Exhibit

AMENDED AND RESTATED LEASE AGREEMENT

BY AND BETWEEN

CITY OF PORTLAND

AND CASCO BAY ISLAND TRANSIT DISTRICT

AGREEMENT made this ____ day of _____, 2018, by and between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland, State of Maine (hereinafter the “CITY”) and CASCO BAY ISLAND TRANSIT DISTRICT, a body politic and corporate duly organized under the laws of the State of Maine and located in the city of Portland (hereinafter the “CBITD”).

WHEREAS, the City has constructed a Casco Bay Ferry Terminal (the “Terminal”) and adjacent parking garage (the “Garage”) on the west side of the Maine State Pier using Federal, State, city, and private funds (collectively, the “Project”) and CBITD has made and paid for, with the assistance of state and federal grants, significant improvements to and expansions of the Terminal; and

WHEREAS, the CBITD has occupied and continues to occupy the Terminal and certain other premises under a lease dated March 5, 1985, as amended by a certain Amendment No. 1 to Lease Agreement dated March 5, 1987, an Amendment No. 2 to Lease Agreement dated September 21, 1988, a Third Amendment to Lease Agreement dated April 29, 1996, a Fourth Amendment to Lease Agreement dated July 1, 2004, and a Fifth Amendment to Lease Agreement dated August 12, 2013 (collectively, the “Existing Lease”), and island residents and others have used the Garage; and

WHEREAS, the City and CBITD desire to enter into a new and amended lease agreement to extend CBITD’s use of the Terminal and make other changes as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, CITY and CBITD hereby mutually agree that the Existing Lease be amended and restated as of the Effective Date (as defined in Article 1).

ARTICLE 1. AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement (sometimes referred to as “this Lease” or “this Agreement”) amends and restates the Existing Lease in its entirety. Effective as of October 1, 2018 (the “Effective Date”), the Existing Lease shall be deemed amended and restated so as to contain all of the terms of this Lease, and this Lease as amended and restated shall govern all future rights, obligations, duties and liabilities of the parties.

ARTICLE 2. GRANTING OF LEASEHOLD; PREMISES

CITY hereby agrees to lease to CBITD and CBITD does hereby agree to lease of and from CITY the premises described below upon the terms and conditions specified herein. Said premises are located on the westerly side of the Maine State Pier and shall include Lot 1 on Sheet 2 of 2 of the City's Subdivision Plan entitled, "Amended Revised Subdivision Plan of Maine State Pier and Vicinity, City of Portland, Cumberland County," drawn by Stevens, Morton, Rose & Thompson and dated September 20, 1988, which Amended Revised Plan is recorded in the Cumberland County Registry of Deeds in Plan Book 174, Page 8 (the "Subdivision Plan"), and an additional 25 foot area for berthing only alongside CITY's pier towards Commercial Street, all as generally depicted on the diagram attached hereto as Appendix A (collectively, the "Premises"). In the event of a conflict between the Subdivision Plan and Appendix A, the Subdivision Plan shall govern.

CBITD's leasehold in the Premises and the permissions granted under this Amendment are subject to the following easements:

- A. Easement Deed, dated March 5, 1987, to Portland Water District recorded in the Cumberland County Registry of Deeds, Book 7660, Page 152;
- B. Easement Deed, dated March 5, 1987, to New England Telephone recorded in the Cumberland County Registry of Deeds, Book 7660, Page 148;
- C. Easement Deed, dated March 5, 1987, to Central Maine Power Company recorded in the Cumberland County Registry of Deeds, Book 7660, Page 150;
- D. CBITD's leasehold in the PREMISES as provided in this ARTICLE, is subject to the Amended and Restated Deed Indenture, dated September 20, 1988, recorded in the Cumberland County Registry of Deeds, Book 8507, Page 210, which Amended and Restated Deed Indenture describes reciprocal easements by and among the CITY of Portland, Casco Bay Island Transit District and Bath Iron Works, for pedestrian and vehicular rights of way and navigational rights.

Except as provided below for a public right-of-way and any other easements and encumbrances of record, CBITD shall have the exclusive use of the Premises for the purposes provided herein. CBITD may control and restrict the public use of the Premises as it deems necessary in carrying out its operations under this Agreement.

Notwithstanding the foregoing, CBITD shall permit and maintain public rights of way for pedestrian and/or vehicular traffic over the Premises in order to permit the public with safe access along the entirety of the Maine State Pier. CBITD agrees to execute any reasonable documents necessary to identify and effectuate said access. CBITD specifically acknowledges and agrees that to the extent that any traffic islands, any vehicle parking or parking spaces, or any other uses or encroachments on the Premises (collectively, the "Encroachments") interfere with the vehicular and pedestrian rights of way described in this Article or the documents referenced in this Article, the CITY reserves the right to remove, or require CBITD to remove, such Encroachments upon six months prior written notice to enforce its vehicular and pedestrian rights of way. To the extent that CBITD did not install or create the Encroachments, the CITY

will be responsible for the cost of their removal. In the event that the CITY requires CBITD to remove any parking spaces on the Premises, the CITY will work cooperatively with CBITD to assist it in finding replacement parking; provided, however, that nothing herein requires the CITY to locate, provide or pay for such replacement parking. In addition, CBITD will work cooperatively with the City in the City's efforts to lease out the Portland Ocean Terminal on the east side of the Maine State Pier.

ARTICLE 3. TERM

The initial term of the Lease shall commence on the Effective Date and terminate twenty years thereafter on September 30, 2038 (the "Initial Term") and thereafter shall be automatically renewed for an unlimited number of one year terms (each a "Renewal Term") until terminated with at least one year's written notice by either party to the other, provided that such notice shall be effective only at the end of the Initial Term or any Renewal Term. The Initial Term and the Renewal Terms may be referred to collectively as the "Term."

ARTICLE 4. USE OF PREMISES

A. CBITD shall have the right to use the Premises solely for activities which it is legally authorized to undertake in providing public water transportation services between and among the islands of Casco Bay and the mainland.

Notwithstanding the foregoing, the principal use of the Premises under this Agreement shall be provision of public waterborne passenger, vehicle, freight and mail transportation to, from and between said Casco Bay Islands, and related waterborne activities including tours and cruises, charters and catering.

In addition, CBITD may perform routine maintenance and repair of its vessels at the Premises, so long as such repair does not result in excessive noise or disruption to the public, to other users of the Maine State Pier or to other water activities, and so long as such activities comply with all federal, state and local pollution and safety laws, rules, regulations, ordinances and any other applicable standards. If the CITY determines that boat repair activities are in violation of this paragraph, CITY shall give CBITD notice of said violation and CBITD shall immediately come into conformity under this subsection or shall cease its offending repair activities. CITY'S determinations as to a violation under this paragraph shall be final but shall not be arbitrary or capricious.

B. To the extent applicable, CBITD agrees to adhere to a policy of non-discrimination in its provision of services to the public in the performance of its obligations pursuant to this Agreement. This shall include, to the extent applicable, compliance with Title II of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; the Maine Human Rights Act; and all other laws, ordinances, and regulations regarding equal opportunity and equal treatment. CBITD specifically agrees that all service-related decisions will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, or any other protected group status as defined by applicable law.

C. CBITD agrees to adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. To the extent applicable, this shall include compliance with the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment. CBITD specifically agrees that all employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by CBITD where appropriate.

D. In addition to the foregoing uses, CBITD may install vending machines for candy, snacks, drinks and other similar vendable items and/or a souvenir concession stand for the sale of souvenirs related specifically to the Casco Bay Islands and/or a sandwich shop, café, or similar food establishment. Said souvenirs may include postcards, maps, key chains, tee-shirts, mugs and other similar souvenir items and identified in some manner with the Casco Bay Islands and/or the Casco Bay Island Transit District. Said concession and food establishment activities shall be incidental only to CBITD's primary use of the Premises for mass transportation services.

E. All uses of the Premises other than as provided herein shall be subject to the prior written approval of the CITY'S Director of Public Buildings or other designee of the City Manager (hereinafter the "Director").

ARTICLE 5. NET LEASE

It is the intention of the parties that all amounts payable hereunder shall be net to the CITY so that this Agreement shall yield to CITY the net annual payment specified herein during each year of the Term, and that all costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises shall be paid by CBITD, except as specifically provided herein.

ARTICLE 6. RENT

A. CBITD covenants and agrees to pay to CITY for its use of the Premises, without offset or deduction except as provided herein, an annual rent equal to the greater of Twenty Thousand Dollars (\$20,000.00) ("Minimum Rent") (subject to the Inflation Adjustment set forth

in subsection D below) or Five and Four Tenths Percent (5.4%) of all of CBITD'S gross revenues from the following:

- i. Tours and cruises;
- ii. Charter operations; and
- iii. The food establishment referenced in Article 4 of this Lease.

A portion of the Minimum Rent shall be paid in advance on or before the first of each month in equal monthly installments of \$1333.33 (the "Monthly Installments").

B. No later than November 15th of each year during the term of this Lease, CBITD shall pay to CITY an amount equal to (i) 5.4% of its gross revenues as provided in Section A above for the prior full year from October 1 to September 30 (the "CBITD Fiscal Year") (or part thereof if applicable in the first or last year of the Term of this Lease), less (ii) the sum of the Monthly Installments paid during the previous CBITD Fiscal Year (the "True Up Amount"), but in no event shall the True Up Amount be less than the excess of the applicable Minimum Rent over the sum of the Monthly Installments paid during the previous CBITD fiscal year. The sum of the Monthly Installments and the True Up Amount is referred to herein as the "Annual Rent." The Annual Rent shall be deposited into a capital reserve fund which will be used solely for capital maintenance of the Casco Bay Parking Garage (the "Garage Capital Reserve Fund").

All amounts due as a percentage of gross revenues shall be subject to a final audit determination. In the event of any overpayment, CITY shall repay CBITD the amount so overpaid within sixty (60) days of said final audit determination and in the event of an underpayment, CBITD shall pay CITY any amount unpaid within sixty (60) days of said final audit determination.

C. A late charge of One and One-Half (1-1/2%) per month shall be charged and applied to any amount not paid when due. Collection costs, legal fees, and administration costs associated with collection of late payments shall also be charged to the party who has made the late payment, who shall pay such costs within ten (10) days of receipt of a bill therefor.

D. Commencing October 1, 2019, and for each CBITD Fiscal Year thereafter during the Initial Term, the Minimum Rent shall be increased by the annual rate of inflation for the twelve (12) months immediately preceding, but in no event shall such increase exceed 5%. Said annual rate of inflation shall be the overall percentage change in the United States Bureau of Labor Statistics Consumer Price Index for all Urban Consumers, Boston, Massachusetts (all items = 100) (hereinafter "CPI – Boston") (the "Inflation Adjustment"). In the event the United States Bureau of Labor Statistics discontinues the issuance of said CPI – Boston, the parties shall choose another broad-based cost of living index which is substantially equivalent to the discontinued index and which is then issued by the equivalent to the discontinued index and which is then issued by the United States or the State of Maine.

ARTICLE 7. UTILITIES; ASSESSMENTS

A. CBITD shall be responsible for all electric, water, sewer, gas, heat, telephone, internet or other communications, or any other utility charge, fee, or assessment whatsoever, including any late fees, interest or penalties, and for any assessment, tax, or other charge, which CBITD is, or may be, subject to under State law, related to CBITD'S interest in, use of, and activities on the Premises. Notwithstanding the foregoing, CBITD shall not be responsible for paying the CITY'S Stormwater Service Charge for the Premises, which will be a responsibility of the CITY.

CBITD shall have the right to enter into reasonable agreements with utility companies, municipal corporations, and other government agencies creating easements in favor of such companies as are necessary in order to service the Premises for the purpose of CBITD's operation of its ferry service, and CITY covenants and agrees to join therein, if legally required or to consent thereto, and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same, all at CBITD'S cost and expense. Notwithstanding anything to the contrary above, CBITD shall not have the right to enter into such agreements or grant such easements to the extent that they interfere with the CITY's use of the Portland Ocean Terminal, the Maine State Pier, or other City property interests on or near the Premises.

B. If any taxes are assessed or levied upon CBITD, they shall be paid directly to the taxing authority. CBITD shall be deemed to have complied with the covenants of this Article if payment of such taxes shall have been made either within any period allowed by law, or by the governmental authority imposing the same, during which payment is permitted without penalty or interest or before the same shall become a lien upon the Premises, and CBITD shall produce and exhibit to CITY satisfactory evidence of such payment.

The CBITD shall have the right to contest or have reviewed all of such taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, CBITD shall conduct promptly at its own cost and expense and at no expense to CITY, and if required by law, in the name of and with the cooperation of the CITY, and CITY shall execute all documents reasonably necessary to accomplish the foregoing). Notwithstanding the foregoing, CBITD shall promptly pay all such taxes if at any time the Premises, improvements thereon, or any part of them, shall be imminently subject to forfeiture or if CITY shall be subject to any criminal or civil liability arising out of the non-payment thereof.

ARTICLE 8. REPAIRS AND MAINTENANCE

A. At all times during the term of this Lease, CBITD shall, at its sole cost and expense, except as specifically herein provided, keep the Premises in as good order and repair, reasonable wear and tear excepted. CBITD shall be responsible for all costs and expenses associated with its operation and all costs of maintenance, repair and replacement of all aspects of the Premises, including but not limited to minor and major repairs and replacement of all interior, exterior, and structural portions of the Premises; including, without limitation, interior and exterior walls, doors, windows, floors, ceilings, roofs, stairways, and any other structural portions of the Premises; and including without limitation all plumbing, electrical, mechanical,

heating, ventilation, and air conditioning systems in the Premises; and including without limitation, custodial services, security services, removal of debris, trash and recyclable materials, plowing, shoveling, sanding, salting, and clearing the Premises, except only as otherwise specifically provided in Section B below.

B. Notwithstanding the foregoing, CITY agrees to provide snow plowing, sanding, salting and clearing of all of the access road and traffic turn-around and the vehicle staging area, all approximately as indicated on Appendix A, and the pedestrian walkway along the west side of the Pier from Commercial Street to the Premises.

The CITY by its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of CBITD'S operations as is reasonably practicable) to enter upon and in the Premises without charge for the following purposes:

1. Inspection. To inspect the Premises to determine whether CBITD has complied and is complying with the terms and conditions of this Agreement.

2. Maintenance. To perform maintenance and make repairs and replacements in any case where CBITD has failed to carry out its obligation to do so, but only after the CITY has given CBITD reasonable notice under the circumstances to perform its obligation. In that event, CBITD shall promptly upon demand reimburse the CITY for the reasonable cost of the CITY'S performing CBITD'S maintenance or repair obligation as additional Rent.

C. CBITD is currently in possession of the Premises and does hereby accept the Premises and any Common Areas in their present condition, "AS IS, WHERE IS and WITH ALL FAULTS" and CBITD shall make no significant structural alteration to them without the prior written consent of the City, not to be unreasonably withheld or delayed. CBITD, at its sole expense, shall be responsible for maintaining, repairing, or replacing the Maine State Pier's structural elements that are part of the Premises, including, without limitation, its pile caps, stringers, and decking within the leased Premises.

ARTICLE 9. MAINTENANCE AND EXCESS FUNDS

A. In order to assist CBITD with expenses associated with major maintenance, repair and replacement of any aspect of the Premises and the capital equipment used in operation of its mass transportation service, CITY agrees to establish a maintenance fund (hereinafter the "Maintenance Fund") as provided herein.

B. The Maintenance Fund will consist of Fifty Percent (50%) of the Annual Net Revenues (as defined below) from the City's ownership interest in the Garage.

C. Annual Net Revenues shall mean:

1. The net revenues received by the City from operations of the Garage. The term "net revenues" means gross revenues minus operating costs as defined by the CITY'S Finance Director using generally accepted accounting principles.

2. Less the sum of the following, to the extent not previously subtracted:

(1) the City's annual cost of all casualty insurance purchased by the City covering the Premises, including the Terminal, the Parking Garage Building and other improvements thereon, plus

(2) the City's future capital expenses related to the Garage that are not paid out of the Garage Capital Reserve Fund and are not financed; plus

(3) The City's debt service related to future borrowings to fund future capital expenses related to the Garage that are not paid out of the Garage Capital Reserve Fund.

CBITD, upon reasonable notice to CITY'S Finance Director and during regular business hours, may review and copy, at its own cost and expense, CITY'S records on the Maintenance Fund.

D. Notwithstanding the above, the balance in the Maintenance Fund shall not exceed at any time One Hundred Sixty Thousand Dollars (\$160,000), which amount shall be increased by \$5,000.00 on the fifth, tenth, and fifteenth anniversaries of the Effective Date (the "Maintenance Fund Maximum").

E. Use of Funds. The Maintenance Fund will be available to CBITD to cover the cost, in whole or in part, of any major repairs, maintenance, or replacement of or on the Premises or any capital equipment used by CBITD. Prior to requesting assistance from the Maintenance Fund, however, CBITD will make a good faith, diligent effort to obtain any State or federal funds available for capital or similar assistance. CITY will cooperate with and assist CBITD in that effort. If, after reasonable effort, such external funds are not available to CBITD, CITY will disburse funds to CBITD for said major repairs, maintenance, and replacement under procedures to be established by the CITY'S Finance Director. If said funds are not adequate, then CBITD may request assistance of the City Council of the CITY, but nothing herein shall obligate said City Council to provide assistance to CBITD.

Amounts in the Maintenance Fund may also be used as matching funds for federal or State capital assistance grants, and may be available to CBITD for short-term loans, on terms and interest rates acceptable to the CITY, provided that CITY shall not unreasonably withhold its approval thereof.

F. Eligible Expenditures. The Maintenance Fund will be available for use by CBITD for major capital costs related to its public transportation operations on or from the Premises, with first priority for capital costs for repair and maintenance of the Premises themselves. Such eligible costs may include, but are not limited to, the following:

1. Replacement of capital equipment;
2. Replacement of motor vehicles used regularly in CBITD'S operations;
3. Major rehabilitation or the Ferry Terminal of Vehicle Transfer Bridge;

4. Major resurfacing or rehabilitation of the paved surfaces and the covered walkway within the Premises;
5. Major pier repairs;
6. Energy retrofitting; and
7. Other major repairs and maintenance of a similar kind.

The following are examples of expense that are not eligible for funding from the Maintenance Fund and are part of CBITD'S operating expenses: Spot roof repairs, touchup painting, minor redecking and pavement patching, spot repairs and/or replacement of fixtures, custodial, security or other services, plowing, sanding, or salting of the Premises and similar expenses. Said examples are illustrative only and are not intended to be an exhaustive listing.

G. Excess Fund. In addition to the foregoing, CITY shall set aside into a separate fund to be established by the CITY (hereinafter the "Excess Fund") One Hundred Percent (100%) of the remaining Annual Net Revenues after all payments to the Maintenance Fund and shall make all amounts in the Excess Fund available on a priority basis:

First, to CBITD for capital costs associated with its public transportation operations in Casco Bay as set forth in subsection F above; and

Then, to be disbursed by the CITY to all other mass transportation needs and not limited to capital expenditures.

Decisions as to the distribution and disbursement of the Excess Fund shall be made annually as part of the CITY'S budget process and the burden will be on CBITD to justify its need for funds in excess of the Maintenance Fund which shall continue to be available solely for CBITD'S use.

ARTICLE 10. FEDERAL AND STATE FUNDS; APPROVALS

It is specifically understood and agreed that to the extent that this Agreement is subject to approval by the FTA, the State of Maine Public Utilities Commission, and Department of Transportation or any other state or federal department or agency, both parties agree to work in good faith with said federal and State agencies and to execute any amendments to this Agreement as may be reasonably required by said agencies.

ARTICLE 11. COMPLIANCE WITH LAWS

A. Upon execution of this Agreement and throughout the Term hereof, CBITD shall, at its own cost and expense, promptly observe and comply with all existing and future laws, ordinances, requirements, order, directives, rules and regulations of the federal, state, and county and city governments, and of all other governmental authorities affecting CBITD, the Premises or appurtenances thereto, or any part thereof, whether the same are in force at the commencement of the term of this Agreement or may in the future be passed, enacted or directed, and CBITD shall pay all costs, expenses, liabilities, losses, damages, fines, penalties,

claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed on CITY because of failure to CBITD to comply with the covenants of this Article.

B. CBITD shall have the right but not the obligation to contest by appropriate legal proceeding conducted diligently and in good faith in the name of the CBITD or CITY (if legally required), or both (if legally required), without cost or expense to CITY, the validity or application of any law, ordinance, rule, regulations, or requirement of the nature referred to in the preceding Section A, and if by the terms of any such law, ordinance, order, rule, regulation or requirement, CBITD may delay such compliance therewith until the final determination of such proceeding.

C. In the event CITY agrees that such contest is appropriate, CITY agrees to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit CBITD so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

D. In the event that a law, rule, or other requirement is finally determined to apply to CBITD, CBITD agrees to execute any amendment to this Agreement to the extent such amendment is made necessary by the applicability of said law, rule or other requirement.

ARTICLE 12. INDEMNITY

A. Subject to and limited by defenses, immunities or limitations of liability or damages available to CBITD under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the parties, CBITD shall at its own expense defend, indemnify, and hold harmless CITY, its City Council, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgment, just and unjust, arising from injury or death to any person or property damage sustained by anyone in and about the Premises or as a result of activities or service at or from the Premises and resulting from any negligent act or omission of CBITD, its officers, agents, servants, employees, or persons in privity with CBITD, unless the CITY, through its negligent act or omission, is more than 50% responsible for such injury, death, or property damage.

B. CBITD shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or which CITY may be impleaded with others upon any such matter, claim or claims defined in Paragraph A above, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits or actions at its own discretion and at its own expense, and no such suit or action shall be settled without prior consent of the CITY as the case may be. Such obligation of indemnity and defense shall not be construed to negate or abridge any other right of indemnification or contribution running to the CITY which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

C. Without limiting the foregoing, to the fullest extent permitted by law, CBITD hereby agrees to assume all risk of injury, harm or damage to any person or property (including but not limited to all risk of injury, harm or damage to CBITD's officers, agents, employees,

contractors, customers or invitees or to their property) arising out of, during, or in connection with the rental or use of the Premises or any portion thereof and the activities hereunder which injury, harm or damage is alleged to be related to the presence of mold at or in the Premises, and to defend, indemnify and hold the CITY harmless from any liability, claims, penalties, expenses, judgments, or losses arising from or related to such injury, harm or damage.

D. Covenant against liens: CBITD shall not cause or permit any lien against the City's property or any improvements thereto to arise out of or accrue from any action or use thereof by CBITD and shall hold the City harmless therefrom; provided, however, that CBITD may in good faith contest the validity of any alleged lien. Upon request of the City, CBITD shall post a bond warranting payment of any such lien in the event CBITD contests such lien.

E. Nothing in this Article shall be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the parties under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the parties.

F. Survival. The Terms of this Section shall survive the expiration or termination of this Agreement.

ARTICLE 13. INSURANCE

A. Prior to occupancy of the Premises, CBITD shall procure at its own expense and maintain throughout the Term of this Agreement the following insurance coverages in form and substance reasonably acceptable to the CITY:

1. General Liability insurance coverage conforming to the Maine Tort Claims Act in the amount of not less than Four Hundred Thousand Dollars (\$400,000) per occurrence for bodily injury, death and property damage;
2. Automobile vehicle liability insurance in an amount of not less than Four Hundred Thousand Dollars (\$400,000) combined single limit for bodily injury, death and property damage;
3. Workers' Compensation insurance, including USL&H coverage, as applicable, in the statutory amount; and
4. Terminal Operator's Legal Liability, and Protection & Indemnity/Collision Liability (including Jones Act coverage) insurance coverages in an amount of not less than Four Hundred Thousand Dollars (\$400,000) per occurrence.
5. Vessel Pollution liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence. The pollution liability policy shall provide coverage for pollution remediation costs.

With respect to the General liability, Automobile liability, Terminal Operator's Legal liability, Protection & Indemnity/Collision Liability and Vessel Pollution liability insurance coverages,

CBITD shall name the CITY as an additional insured for coverage only in those areas where government immunity has been expressly waived, including but not limited to 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY. Prior to execution of this Lease, CBITD shall furnish the CITY and thereafter maintain certificates evidencing all such coverages. For coverage provided by CBITD through a self-insured program, CBITD shall notify CITY upon its receipt of notice of or impending notice of termination of such insurance. All other insurance coverage shall guarantee thirty (30) days' notice to the CITY of termination of insurance from the insurance provider or agent. Coverage provided by CBITD through a self-insured program shall provide additional insured status to the CITY. For all other insurance coverage, CBITD shall also provide a copy of any endorsement naming the CITY as additional insured. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, CBITD shall provide CITY with a complete copy of any of the above-referenced policies. CBITD shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000 without prior written approval of Corporation Counsel). If CBITD maintains broader coverage and/or higher limits than the minimum shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by CBITD. CITY's acceptance or lack of acceptance of CBITD's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of CBITD's obligation to obtain and maintain such insurance as required by this agreement. The minimum limits may be satisfied through the use of primary and excess/umbrella policies, provided that the excess/umbrella policies will not be more restrictive than the primary policies.

CBITD understands and agrees that the minimum limits of the insurance herein required may become inadequate during the term of this Lease and CBITD agrees that it will increase such minimum limits by reasonable amounts within thirty (30) days of receipt of notice in writing from the CITY to do so. In no case shall such insurance be less than the statutory limits set forth in the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) or any successor statute thereto.

B. It shall be the responsibility of CITY to provide such all-risk casualty insurance coverage for the Premises as CITY deems necessary.

C. CBITD shall be responsible for covering all of its personal property with such property and casualty insurance as it deems necessary and CITY shall have no responsibility therefor. CBITD assumes all risk of damage, loss or casualty to its personal property while located at the Premises, even if the cause of such damage is the result of the negligent act or omission of CITY, its officers or employees. CBITD shall defend, indemnify and hold the CITY harmless from any claim based upon any damage, loss or casualty to its personal property while at the Premises. Any casualty insurance obtained by CBITD for its personal property shall include a waiver of subrogation against the CITY.

D. If the Terminal or any space leased to CBITD for its use shall be partially damaged by fire or other casualty but not rendered untenable, the same shall be repaired with due diligence by the CITY at its own cost and expense; if the damage shall be so extensive as to

render the premises untenable, the rent payable hereunto with respect to the CBITD'S Premises shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as the Premises shall again be made tenantable by CITY, provided that, if the Premises are more than 50% destroyed by fire or other casualty, this Agreement may, at the election of either the CITY or CBITD, upon written notice thereof to be given within sixty (60) days after such destruction, thereby be terminated and ended as of the date of destruction.

ARTICLE 14. COVENANTS AGAINST LIENS

If in CBITD'S construction or installation of improvements on the Premises, any mechanics' lien or other lien, charge or order for payment of money shall be filed against CITY, CBITD, or any portion of the Premises, CBITD shall, at its own cost and expense, cause the same to be discharged of record or secure such payment by posting a bond with the Cumberland County Superior Court in such form and amounts satisfactory to the CITY within thirty (30) days after written notice to CBITD of the filing thereof, and CBITD shall defend, indemnify, and save harmless the CITY against and from all costs, liabilities, suits, penalties, claims and demands including reasonable counsel fees, resulting therefrom. In the event CBITD shall not cause such lien, charge or order to be discharged of record or bonded within said thirty (30) day period, CITY may thereafter cause the same to be discharged and the expense thereof shall be immediately paid to CITY by CBITD as additional rent.

ARTICLE 15. SUBLETTING AND ASSIGNMENT

A. CBITD shall not sublet any part or parts of the Premises, except as specifically provided herein, without the prior written approval of the CITY, not to be unreasonably withheld or delayed.

Notwithstanding the foregoing, CBITD may sublet or permit the use of space within the interior of the Ferry Terminal Building for advertising by third parties and may sublet or permit the use of its berthing spaces by third parties.

To the extent CBITD is allowed to operate vending machines or a souvenir concession facility or a food establishment under this Agreement, CBITD may sublet its rights to a third party to do so.

All sublessees of CBITD under this provision shall be required to comply with all applicable terms of this Agreement and with all federal, state and local laws and regulations in their operations on the Premises. Copies of all subleases or permit agreements shall be provided to CITY.

B. CBITD shall not assign this Agreement, its rights hereunder, or the Premises or any portion thereof, without the prior written approval of CITY. Notwithstanding this Article, CITY agrees to give written consent to assignment of CBITD'S leasehold interest as defined herein to a Trustee for the benefit of CBITD'S bondholders to the extent said assignment is required by CBITD'S bond indenture.

C. The CITY shall not assign, sublet or convey its interest in the Premises or this Agreement unless such assignment, sublease or conveyance is expressly subject to this

Agreement. CITY shall give CBITD no less than thirty (30) days' prior written notice of any such assignment, sublease or conveyance.

ARTICLE 16. EMINENT DOMAIN

If the Premises, or any significant portion thereof, are taken by eminent domain by any governmental authority or corporation having the power of eminent domain so as to prevent CBITD from continuing its operations on the Premises in substantially the same manner as it operated prior to such condemnation, then at the option of the CBITD, this Agreement shall terminate without penalty or termination charge and CBITD shall be entitled to share in any award of damages made by the condemning authority to the extent of its interest in the Premises.

In the event CBITD can continue its operations in substantially the same manner as prior to the condemnation, or at CBITD'S option despite said condemnation, CBITD may elect to continue in possession of any portion of the Premises remaining after condemnation for the balance of the Term upon the same terms and conditions here, if it gives notice of such election to CITY within thirty (30) days of the taking of possession by the condemning authority.

In the event this Agreement terminates pursuant to this Article, the rental paid to CITY shall be equitably adjusted to the date CBITD is relieved of possession.

ARTICLE 17. DEFAULT BY THE CITY

A. CITY'S Obligations as Landlord

Upon expiration of the period to cure provided in Section B immediately below, the CITY shall be in default hereunder if during the Term:

1. CITY fails to provide the Premises to CBITD for CBITD'S quiet use and enjoyment, during the Term, without hindrance or molestation by CITY or any person claiming by or through the CITY;
2. It is determined that the CITY does not have the power and authority to execute and deliver this Agreement and to carry out and perform all covenants to be performed by it hereunder; or
3. The CITY fails to observe or perform any of its covenants, agreements, or obligations of this Agreement.

B. Opportunity to Cure; Remedy for Default

1. If CITY is in default of this Agreement as set forth above, CBITD shall give CITY written notice of such violation, and no less than sixty (60) days in which to cure said violation.
2. In the event the CITY fails or refuses to cure such violation within the sixty (60) days or any period allowed under subsection (3) immediately below, CBITD may take whatever action at law or in equity may appear necessary or

desirable to enforce performance and observance of any obligation, agreement, or covenant of CITY under this Agreement, or it may, at its option, also terminate this Agreement upon no less than thirty (30) days' written notice to City after expiration of the applicable period in which to cure.

3. In the event the CBITD gives notice of a violation of such a nature that it cannot be cured within the time specified by the notice, then such violation shall not be deemed to continue as long as CITY, after receiving such notice, gives written notice to CBITD of CITY'S inability to cure such violation within the specified time, describing in detail its reasons therefore and proceeds to cure the violation within as soon as reasonably possible and diligently continues to take all steps necessary to complete the same within a period of time which under all prevailing circumstances shall be reasonable, but in no event to exceed one (1) year from receipt of notice of violation. No violation shall be deemed to continue if and so long as the CITY shall be delayed in or prevented from curing the same by any force majeure cause specified in and in accordance with the terms of Article 20 hereinafter.

C. General Provisions

No delay or omission by CBITD to exercise any right or power accruing upon any violation or default of this Agreement shall impair any such right or power or shall be construed to be a waiver thereof but any such right or any power may be exercised from time to time and as often as may be deemed expeditious, and unless otherwise expressly provided herein the exercise of any one right or remedy shall not impair the right of the CBITD to any or all of the remedies.

ARTICLE 18. DEFAULT BY THE CBITD

A. CBITD'S Obligations

Upon expiration of the period to cure provided in Section B immediately below, the CBITD shall be in default hereunder if during the Term:

1. CBITD fails to pay when due any amount or installment of Rent, or any other sums specified herein;
2. CBITD fails to observe or perform any of its covenants, agreements, or obligations of this Agreement;
3. To the fullest extent permitted by law, if there shall occur the dissolution of the CBITD or the CBITD shall file any petition or institute any proceedings under the Bankruptcy Code, either as such Code now exists or under any amendment thereof which may hereafter be enacted, or under any act or acts, state or federal, dealing with, or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, or any involuntary petition in bankruptcy is filed against the CBITD and the same is not stayed or discharged within ninety (90) days from such filing or any other petition or any other

proceedings of the foregoing or similar kind or character filed or instituted or taken against the CBITD, or a receiver of the business or of the property or assets of the CBITD shall be appointed by any court except a receiver appointed at the insistence or request of the CITY, or CBITD shall make a general or any assignment for the benefit of the CBITD'S creditors;

4. The CBITD shall substantially abandon or vacate the Premises or fail to use the Premises for the provision of services set forth in Article 4 for a period in excess of ninety (90) days; or

5. CBITD shall use the Premises, or any part thereof, for uses not set forth herein.

B. Opportunity to Cure; Remedy for Default

1. If CBITD shall be in violation under this Article, or terms or conditions of this Agreement, CITY shall give written notice of such violation, and no less than sixty (60) days in which to cure said violation. However, violations in the payment of Rent must be cured within ten (10) calendar days of the notice of violation.

2. In the event CBITD fails or refuses to cure such violation within the sixty (60) days or any period allowed under subsection (3) immediately below, the CITY may take whatever action, at law or in equity, may appear necessary or desirable to collect the Rent then due or accrued, or to enforce performance and observance of any obligation, agreement, or covenant of CBITD under this Agreement. CITY may also, at its option, terminate this Agreement upon no less than thirty (30) days' written notice to CBITD after expiration of the applicable period in which to cure.

In the alternative, upon expiration of the period for cure, the CITY may proceed to cure CBITD'S violation provided CITY shall give CBITD ten (10) additional days' notice of its intent to cure on CBITD'S behalf. CITY may thereafter proceed to cure and deliver receipts and records reflecting the costs of cure, which costs shall constitute Additional Rent. CBITD shall pay said Additional Rent within fifteen (15) days of receipt of said bill, if CBITD agrees to the existence of the violation and the reasonableness of the steps and costs of curing. CBITD shall be entitled to a reimbursement for payments to CITY which it subsequently claims were not reasonable in amount or justified by the terms of this Agreement. All disputes arising under this subsection not resolved by mutual agreement shall be submitted for arbitration pursuant to Article 21.

3. In the event CITY gives notice of a violation of such a nature that it cannot be cured within such a reasonable period of time, then such violation shall not be deemed to continue provided CBITD, after receiving such notice, gives written notice to CITY of CBITD'S inability to cure such violation within the specified time; describing in detail its reasons therefor and proceeds to cure the

violation as soon as reasonably possible; and so long as CBITD diligently continues to take all steps necessary to complete the same within a period of time, which under all prevailing circumstances, shall be reasonable but in no event to exceed one (1) year from receipt of notice of violation. No violation shall be deemed to continue if and so long as the CBITD shall be delayed in or prevented from curing the same by any cause specified in and in accordance with the terms of Article 22 hereinafter. This subsection shall not apply to violation in the payment of any Rents or charges or any other sums owing by CBITD hereunder.

C. Notices

In addition to the foregoing remedies for Default, CITY reserves the right to provide to any bond holders or mortgagees of CBITD a copy of any notice to CBITD from CITY that CBITD is in violation of its obligations hereunder.

D. General Provisions

No delay or omission by CITY to exercise any right or power accruing upon any violation or default of this Agreement shall impair any such right or power or shall be construed to be a waiver thereof but any such right or any power may be exercised from time to time and as often as may be deemed expeditious, and unless otherwise expressly provided herein the exercise of any one right or remedy shall not impair the right of the CITY to any or all of the remedies.

ARTICLE 19. TERMINATION

No notice to quit possession at the expiration date of the Term of this Agreement need be given by the CITY, and CBITD covenants and agrees that upon expiration of the Term of this Agreement, or upon earlier Termination for Default by either party as hereinabove provided, it will peaceably surrender possession of the Premises leased hereunder in good condition, reasonable wear and tear, acts of God, fire, public enemy, and other casualties over which CBITD has no control excepted and CITY shall have the right to take possession of said Premises and all permanent improvements thereto. CBITD shall have the right, at any time during the Term of this Agreement or upon termination and within sixty (60) days thereafter, to remove all trade fixtures, equipment and other personal property installed or placed by it at its expense, in, on, or about the Premises, subject, however, to any valid lien which the CITY may have thereon for unpaid rents, fees, or any other amounts due hereunder. All removal shall be at CBITD'S sole cost and expense and all property damaged by or as the result of the removal of CBITD'S property shall be restored by CBITD at its expense to the condition existing prior to such damage. Should CBITD fail to remove such property within said sixty (60) day period, ownership of such property shall automatically be vested in the CITY without the need for a bill of sale or other conveyance instrument, and the CITY shall have the right dispose of such property in any manner it sees fit, and retain all proceeds therefrom.

ARTICLE 20. FORCE MAJEURE

Neither the CITY nor CBITD shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior

governmental authority, riots, rebellion, sabotage, or other reason for which it is not responsible and which is beyond its control, provided that:

A. The non-performing party, within ten (10) calendar days after the occurrence of the force majeure event gives the other party written notice describing the particulars of the occurrence;

B. The suspension of performance be of no greater scope and of no longer duration than is required by the force majeure event; and

C. The non-performing party use good faith, diligent efforts to remedy its inability to perform.

ARTICLE 21. "FAVORED NATION"

To the extent permitted by law, the CITY agrees that it will not charge a more favorable rental, fee or charge to any other water transportation service offering the same services as CBITD to and between the Casco Bay Islands and operating to and from the west side of the Maine State Pier under lease with the City, than that being paid by CBITD hereunder, unless said rental, fee, or charge is offered to CBITD.

ARTICLE 22. SIGNS

All signs to or on the Premises shall be installed by CBITD at its own cost and expense, and all such signage shall be subject to the prior approval of the Director and shall be subject to all City rules and ordinances and other applicable laws governing signs at the Premises.

ARTICLE 23. RECORD-KEEPING

CBITD generally shall keep records of its operations and finances according to generally accepted accounting principles and in accord with any applicable federal or state requirements and CITY shall have the right, upon reasonable notice, to inspect all data and records relating to CBITD'S performance under this Agreement, such inspection to be done during normal business hours and at CITY'S expense.

ARTICLE 24. GOVERNING LAW

This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. In the event of a dispute concerning the terms of this Agreement, the parties agree to engage in nonbinding mediation with a mediator jointly chosen by the parties prior to filing litigation, with the cost of the mediator split equally by the parties. Should such mediation fail, the parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. The parties agree that in the event of litigation in the Superior Court, the mediation described in this paragraph shall satisfy the alternative dispute resolution requirements of Rule 16B of the Maine Rules of Civil Procedure and that they will execute

whatever documents are reasonably necessary to certify to the Court that they have engaged in such alternative dispute resolution.

ARTICLE 25. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 26. MEMORANDUM OF LEASE

The parties shall at any time, at the request of either one, promptly execute a memorandum of lease in recordable form setting forth a description of the Premises, the Term, and any other portions thereof, as either party may reasonably request or as may be required by 33 M.R.S. § 201 or other applicable law, ordinance, or governmental rule or regulation.

ARTICLE 27. PARTIES

The covenants, conditions, and agreements contained in this Agreement shall bind and inure to the benefit of the CITY and CBITD and their respective successors, and assigns.

ARTICLE 28. WAIVERS

Failure of the CITY or CBITD to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of its rights hereunder. No waiver by the CITY or CBITD at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

ARTICLE 29. NOTICES

Every notice, demand, request, approval, consent, or other communication authorized or required by this Agreement shall be in writing and shall be deemed to have been properly given when delivered in hand or sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

To CBITD: Casco Bay Island Transit District
 Attn: General Manager
 P.O. Box 4656
 Portland, Maine 04112

With a copy to: Murray, Plumb & Murray
 75 Pearl Street
 P.O. Box 9785

Portland, Maine 04104-5085

To CITY: City of Portland
Attn: City Manager
389 Congress Street
Portland, Maine 04101
With a copy to: Office of Corporation Counsel at the same address

or to such other persons or addresses as such party may designate by notice given from time to time in accordance with this Article. The Rent payable by CBITD hereunder shall be paid to CITY at the place to be designated in writing by the City Manager.

ARTICLE 30. ENTIRE AGREEMENT, AMENDMENT

This Lease (including exhibits hereto) expresses the entire understanding and all agreements of the CITY and the CBITD with each other. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. This Lease (including the exhibits hereto) may be modified only by an agreement approved and signed by the CITY and the CBITD.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed the day and year first above written.

WITNESS:

**CASCO BAY ISLAND TRANSIT
DISTRICT**

By: _____

Its Board President

By: _____

Henry Berg
Its General Manager

WITNESS

CITY OF PORTLAND

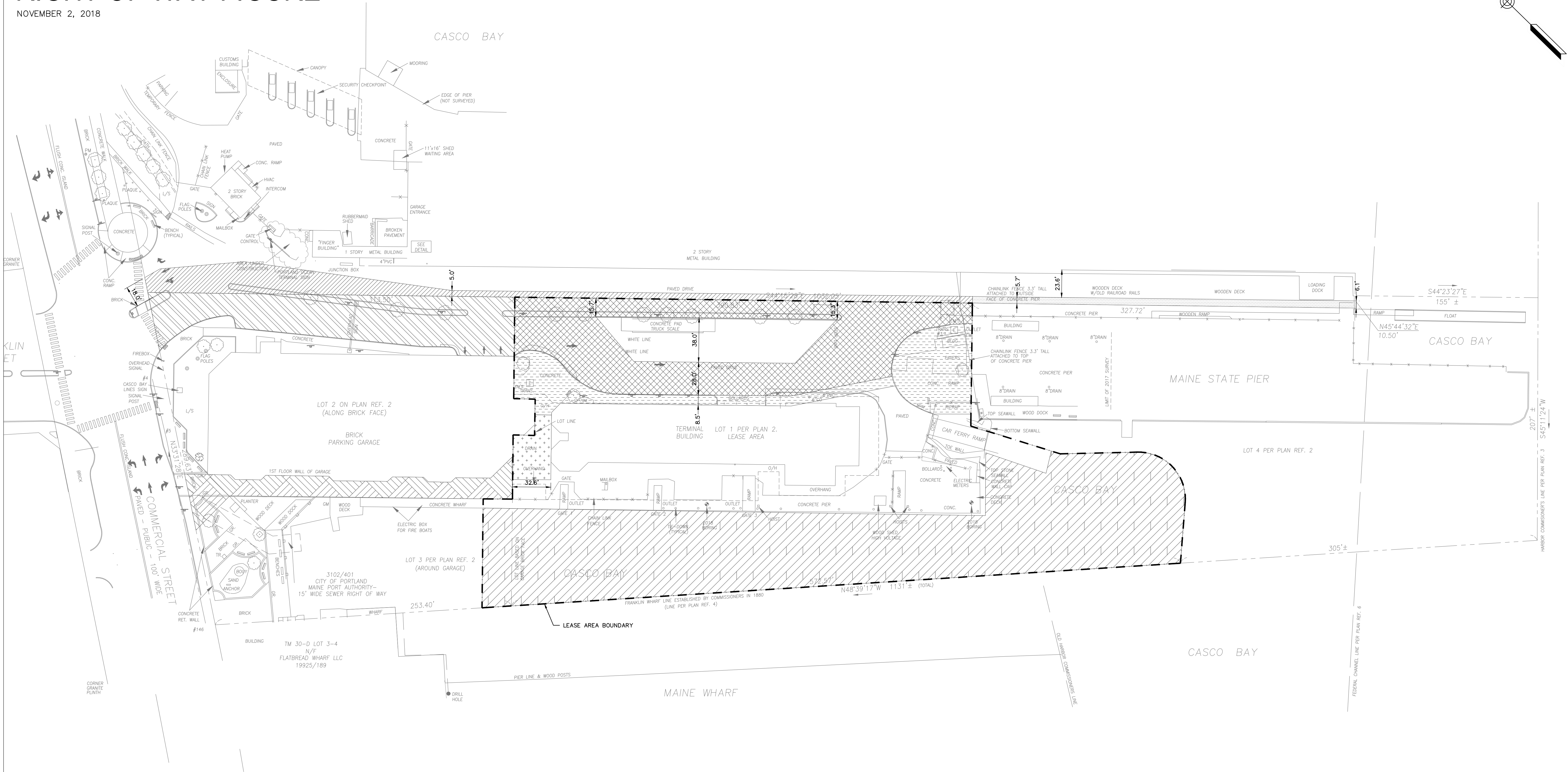
By: _____

Jon P. Jennings
Its City Manager

Appendix A map of the Premises

MAINE STATE PIER & VICINITY RIGHT OF WAY FIGURE

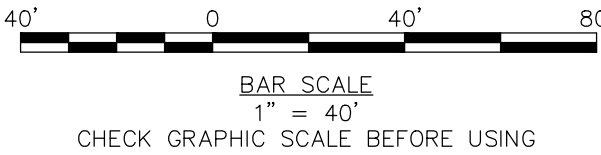
NOVEMBER 2, 2018



- LEGEND**
- CITY OF PORTLAND LIMITED PEDESTRIAN R.O.W.
 - CITY OF PORTLAND VEHICULAR R.O.W.
 - CITY OF PORTLAND PEDESTRIAN R.O.W.
 - LIMITED PEDESTRIAN R.O.W. MAINTAINED & LIGHTED BY C.B.I.T.D.
 - B.I.W. & C.B.I.T.D. VEHICULAR R.O.W.
 - CITY & C.B.I.T.D. VEHICULAR R.O.W.
 - CITY & B.I.W. VEHICULAR R.O.W.
 - CITY OF PORTLAND NAVIGATION RIGHTS SUBJECT TO C.B.I.T.D. BERTHING RIGHTS

NOTE:
RIGHT OF WAY (R.O.W.) AREAS SCALED, FITTED & INTERPRETED FROM PLAN REFERENCE 2.

- PLAN REFERENCES:**
- SITE, TOPOGRAPHIC & PROPERTY LINE DATA TAKEN FROM PLAN ENTITLED "EXISTING CONDITIONS PLAN, MAINE STATE PIER - CASCO BAY, COMMERCIAL STREET, PORTLAND, MAINE" PREPARED BY OWEN HASKELL, INC. DATED 8/8/2017 AND REVISED 8/7/2018.
 - RIGHT OF WAY (R.O.W.) INFORMATION SCALED, FITTED & INTERPRETED FROM PLAN ENTITLED "AMENDED REVISED SUBDIVISION PLAN" FOR PROJECT "MAINE STATE PIER & VICINITY" CITY OF PORTLAND CUMBERLAND COUNTY, STATE OF MAINE, PREPARED BY SMRT; SIGNED, SEALED AND DATED 9/20/1988. PLAN RECORDED AT CRD SEPT. 21, 1988; PLAN BOOK 174, PAGE 8.



MEMORANDUM
City Council Agenda Item

FROM:

DATE: December 3, 2018

SUBJECT: Order 118-18/19 Approving the Termination and Transfer of the Asa Clapp Trust - Sponsored by Jon P. Jennings, City Manager.

SPONSOR: Jon P. Jennings, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: Yes (If no why not?)

PRESENTATION: (List the presenter(s), type and length of presentation)

I. SUMMARY

A trust of \$4,000 received by the City of Portland by a bequest in the Last Will and Testament of Asa Clapp in 1848, the income of which has been given to the Portland Provident Society for the benefit of poor widows and other women in Portland, should be terminated and transferred to the Portland Provident Association for the benefit of the Portland charitable organizations.

II. AGENDA DESCRIPTION

The City Council is asked to approve a change in the management of a trust originally received by the City of Portland by a bequest in the Last Will and Testament of Asa Clapp in 1848. Since October 4, 1943, by City Council Order, the income of the trust was distributed to the Portland Provident Society for the benefit of poor widows and other women in Portland. Staff has recommended that this trust be terminated and transferred to the Portland Provident Association for the benefit of the Portland charitable organizations. The value of the trust is approximately \$13,700.48.

The Portland Provident Association was incorporated in 1864 and has been providing humanitarian relief in the Greater Portland area since that time. Income from the trust would be distributed by the Association in accordance with the terms of Asa Clapp's gift, namely, to aid "poor widows" and married women in need "of the common necessities of life". Any such amounts would be directed to the following charities, among others: Cora Brown Foundation, Crossroads, Florence House, Martha's Cottage, and Southern Maine Agency on Aging. The funds will be separately accounted for. The Secretary of the Association, Attorney Peter Webster, works at the law firm Verrill Dana and has agreed to present a complaint to the Cumberland County Probate Court, under the purview of the Office of Corporation Counsel, on a pro bono basis.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The City of Portland has received various charitable donations over the years, and is grateful for the work of

local nonprofit corporations that further the benefits of the charitable intentions of the donors. The Portland Provident Association is thriving and actively managed for the greater good of local residents. It has received interest from the trust of \$35,610.29.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This transfer will support local residents through supporting the work of local charities. The Portland Provident Association holds more than \$1 million in principal and distributes the funds on that amount annually.

V. FINANCIAL IMPACT

The City receives no financial benefit from this trust, and the transfer of the trust will have no financial impact.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

The transfer is approved by the Office of Corporation Counsel as to form.

VIII. LIST ATTACHMENTS

1. Order re Asa Clapp Trust for Poor Widows and Women 12.17.2018
2. Complaint for Termination of Asa Clapp Trust attach to Council order 12.17.2018_10698519(1)
3. Asa Clapp 1800s order
4. Transcript of paragraphs from Volume 6, January 18, 1849 record of Portland City Council actions
5. Order 680-FY44 re Asa Clapp \$4,000

Prepared by:

Date: 12/03/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AUTHORIZING THE TERMINATION AND
TRANSFER OF THE ASA CLAPP TRUST**

ORDERED, that the City Council hereby authorizes and approves the termination of the Asa Clapp trust accepted by the City of Portland on October 14, 1848 in the original amount of \$4,000, and its transfer to Portland Provident Association, upon approval of that termination and transfer by the Cumberland County Probate Court; and

BE IT FURTHER ORDERED, the Office of Corporation Counsel is hereby authorized to take such other actions that it determines necessary and appropriate to effect the intent of this order.

STATE OF MAINE

PROBATE COURT
CUMBERLAND COUNTY

Portland, Maine
Docket Number

City of Portland, Trustee)
Honorable Asa Clapp Trust,)
)
Plaintiff)
v.)
)
Janet T. Mills,)
Attorney General,)
)
Defendant)

COMPLAINT FOR TERMINATION
OF CHARITABLE TRUST UNDER
18-A M.R.S.A. § 413

NOW COMES the City of Portland, Trustee of the Honorable Asa Clapp Trust (the “Asa Clapp Trust”), by and through its counsel, and states as follows:

JURISDICTION AND VENUE

1. The Probate Court has concurrent jurisdiction with the Superior Court of all proceedings in this State involving a trust. 18-B M.R.S.A. § 203.

2. Venue for a judicial proceeding involving a trust is in the county where the trust has its principal place of administration. 18-B M.R.S.A. § 204.

3. The Asa Clapp Trust has its principal place of administration at City Hall in Portland, Maine.

PARTIES

4. Plaintiff is the City of Portland in its capacity as Trustee of the Asa Clapp Trust.

5. Defendant is the Attorney General for the State of Maine representing the public interest in the administration of charitable funds within this State under 5 M.R.S.A. § 194. The consent of the Attorney General is filed herewith.

PURPOSE OF THIS PROCEEDING

6. The City of Portland, with the consent of the Portland Provident Association, seeks to terminate the Asa Clapp Trust and distribute its assets to the Portland Provident Association, to be held and distributed with its general funds. The consent of the Portland Provident Association is filed herewith.

THE TRUST

7. The Asa Clapp Trust was established under the Will of the Honorable Asa Clapp, who died a resident of Portland, Maine on April 17, 1848.

8. The Will of Asa Clapp was destroyed along with all of the Cumberland County probate records in the 1908 City Hall fire.

9. According to the records of the Portland City Council, the City accepted the funds October 14, 1848 for the \$4,000 Asa Clapp Trust and the following actions were ordered:

The Mayor has submitted the following Preamble of Resolves, viz:

WHEREAS, the late Hon. Asa Clapp, in and by his last will & testament, appeared at a Court of Probate held at Portland within the County of Cumberland on the first Tuesday of June A.D. 1848 gave & bequeathed to the City of Portland as follows, to wit:

I give and bequeath to the City of Portland in trust Four Thousand Dollars, the interest thereof, at six per cent, to be annually distributed on the first Monday of January, by the Mayor and Alderman of said City, for the time being, or such other person or persons as said City may appoint – to the poor widows inhabitants of said City – and such married women inhabitants – as aforesaid, who, in consequence of the neglect or vices of their husbands, may at that season of the year be suffering the want of common necessities of life; the persons and the number of them, to whom the distribution is annually to be made, wholly to be at the discretion of said City, or those who may distribute it, excepting as is herein before limited, and also that no distribution is to be made to any City paupers.

Provided, however, that if this Trust be not accepted by said City – according to the conditions thereof, it is wholly declared to be null and void.

NOW THEREFORE, in order to the full acceptance of the Trusts aforesaid, by said City of Portland, as well as to effectuate the benevolent intentions of the testator aforesaid:

RESOLVED: that the City Council appoint an agent with power and authority, for and on behalf of the City, to ask and receive of the Executors of the last will and testament of said testator, the several sums of four thousand dollars . . . given and bequeathed as aforesaid.

RESOLVED: that the City Clerk cause a copy of the foregoing Preamble and Resolves, to be published to said Executors or either of them.

And the same was read and passed ~

Sent down for concurrence and concurred ~

10. In addition, in 1943, the following Order of the Portland City Council was adopted:

WHEREAS, by the will of the Hon. Asa Clapp, the sum of \$4000.00 was bequeathed to the City of Portland, in trust, the interest thereof at six per cent, to be distributed by the City Council of the City of Portland, for the time being, or such other persons as they may appoint, to the poor widows, inhabitants of said City, and such married women, who in consequence of the neglect of their husbands may be suffering for want of the common necessities of life,

THEREFORE BE IT ORDERED, That in accordance with the above, the City Council hereby appoints the Portland Provident Association to distribute said interest and be it also

ORDERED, That all interest now due and all interest becoming due on said fund during the financial year, be paid to the Treasurer of said Portland Provident Association.

11. In 2017, the City transferred \$35,610.29 from the accumulated income from the Asa Clapp Trust to the Portland Provident Association for distribution in accordance with the Association's regular practices to charitable organizations and women, primarily for providing assistance with food, clothing and transitional housing.

REASONS FOR TRUST TERMINATION

12. The City seeks to terminate the Asa Clapp Trust for two reasons: (i) it has become impracticable for the City to administer the charitable fund as a separate trust, and (ii) it has become impracticable to limit distributions to “poor widows” and neglected married women “suffering for want of the common necessities of life.”

13. The City believes that the Trust’s purposes, as modified in this proceeding, can be more effectively and efficiently implemented by the Portland Provident Association.

THE PROPOSED TRUST TERMINATION

14. The Portland Provident Association is a Maine nonprofit, public benefit corporation founded in 1854, with its principal place of administration in Portland, Maine.

15. The purposes of the Portland Provident Association, as stated in its Constitution, “shall be charitable and benevolent purposes, with particular regard to the health and welfare of the poor.” A copy of the Constitution and Bylaws of the Portland Provident Association is attached.

16. The Portland Provident Association has been recognized as a tax-exempt private foundation by the Internal Revenue Service.

STANDARD FOR TERMINATION

17. Maine law provides that if a particular charitable purpose of a trust becomes unlawful, impracticable, impossible to achieve, or wasteful, the court may apply cy pres to modify or terminate the trust by directing that the trust property be distributed in a manner consistent with the donor's charitable purposes. 18-B M.R.S.A. § 413.

CONCLUSION

18. Plaintiff requests that the Asa Clapp Trust be terminated and all of its assets distributed to the Portland Provident Association, to be held and distributed with its general funds.

Dated: December , 2018

CITY OF PORTLAND

By _____

1848 Feb 18.
 Town of E. D. Clapp
 the Executors, of
 A. Clapp's will,
 with the Legacies
 to the City -

A communication was received from Charles I. Clapp & A. W. H. Clapp, Executors of the will of the late Asa Clapp, setting forth certain bequests made therein, to the City of Portland, in trust to pay the interest on the amount bequeathed, as specified in said will; and giving notice of their readiness to comply with its injunctions, when notified of the acceptance of the trust by the City, agreeably to its provisions -

And the same was read - Laid down & read -

Preamble and
 Resolves, accepting
 the bequest of
 said legacies.

The Mayor then submitted the following Preamble & Resolves - viz:

Whereas the late Hon. Asa Clapp, in and by his last will & testament, approved at a Court of Probate held at Portland within & for the County of Cumberland, on the first Tuesday of June A.D. 1848, gave & bequeathed to the City of Portland as follows, to wit:

"I give and bequeath to the City of Portland in trust, Four Thousand Dollars, the interest thereof at six per cent. to be annually distributed on the first Monday of January, by the Mayor and Aldermen of said City, for the time being, or such other person or persons as said City may appoint, to the poor widows inhabitants of said City, and such married women inhabitants as aforesaid, who in consequence of the neglect or vices of their husbands, may at that season of the year be suffering the want of the common necessities of life; the persons and the number of them, to whom the distribution is annually to be made, wholly to be at the discretion of said City, or those who may distribute it, excepting as is herein before limited, and also that no distribution is to be made to any City paupers.

Provided however, That if this Trust be not accepted by said City according to the conditions thereof, it is hereby declared to be null and void -

I give and bequeath to the City of Portland in trust, Eight Thousand Dollars the interest thereof at six per cent. to be paid to the Treasurer for the time being, of the Female Orphan Asylum of said Portland, in quarterly yearly payments, to be applied by the Managers of said Asylum for the time being, according to their discretion, for the benefit of the children of that Institution -

Provided however, That if this Trust be not accepted by said City according to the condition thereof, it is hereby declared to be null and void -

Now
 agreed as
 the ten.

He is
 more be-
 come a
 does he
 to the

Res
 with p
 to ask
 testimony
 from the
 given an

Res
 foregoing
 Executors

Ordered
 that
 to ask of
 Clapp
 the late
 and the
 given an
 and test
 named:
 sufficient
 therefor -

intended
 Work be
 ing had

Oct. 18.

as I.
the late
twin, to
on this
a giving
was, when
agreed

Now therefore in order to the full acceptance of the Trusts
aforesaid, by said City of Portland, as well as to effectuate
the benevolent intentions of the testator as aforesaid:

Be it Resolved by the Mayor, Aldermen and Com-
mon Council of the City of Portland in City Council as
assembled: That said City of Portland will accept and
does hereby accept, the several Trusts aforesaid, according
to the respective conditions thereof -

ambie of
and by his
held at
on the
to the

Resolved: That the City Council appoint an agent
with power and authority, for and in behalf of the City,
to ask and receive of the Executors of the last will and
testament of said testator, the said several sums of
four thousand dollars, and eight thousand dollars,
given and bequeathed as aforesaid -

in trust
cont, to
any, by
being, on
to the
united

Resolved: That the City Clerk cause a copy of the
pregoing Preamble and Resolves, to be furnished to said
Executors or either of them -

And the same was read and passed -
Sent down for concurrence and concurred -

of the
on of the
series of
on the
at the
it, except
distribu-
accepted
it is

The Mayor submitted the following Order viz.
Ordered: That the City Treasurer be and he hereby is au-
thorised and directed, for and in behalf of the City of Portland,
to ask for and receive from Charles D. Clapp and A. W. Ho.
Clapp Esquires, Executors of the last will and testament of
the late Hon. Asa Clapp, the sum of four thousand dollars
and the sum of eight thousand dollars, being the amounts
given and bequeathed to said City, in and by the last will
and testament aforesaid, in trust for the purposes therein
named: and upon receipt thereof, acquittances or other
sufficient and proper discharges to execute and deliver
therefor -

City Treasurer
to receive by
of A. Clapp

And the same was read and passed -
Sent down for concurrence and concurred -

stand in
at six
me being
nd, in
anages
their dis-
tution -
not accept-
self, it is

The Committee on Engrossed Bills, Report a Bill
entitled "An Ordinance to regulate the sale of wood and
Bark brought into the City by land", as lawfully & correctly
engrossed.

Ordinance

Which Report was accepted - And said Bill, hav-
ing had two readings, passed to be ordained -

According to the hand-written record of the Portland City Council, Volume 6, page 522, dated according to index cards that reference the City's acceptance of the funds October 14, 1848 for the \$4,000 Asa Clapp Trust, and January 18, 1849 for the \$8,000 Asa Clapp Trust, the following actions were ordered:

The Mayor has submitted the following Preamble of Resolves, viz:

Whereas the late Hon. Asa Clapp, in and by his last will & testament, appeared at a Court of Probate held at Portland within the County of Cumberland on the first Tuesday of June A.D. 1848 gave & bequeathed to the City of Portland as follows, to wit:

"I give and bequeath to the City of Portland in trust Four Thousand Dollars, the interest thereof, at six per cent, to be annually distributed on the first Monday of January, by the Mayor and Aldermen of said City, for the time being, or such other person or persons as said City may appoint – to the poor widows inhabitants of said City-, and such married woemn inhabitants – as aforesaid, who, in consequence of the neglect or vices of their husbands, may at that season of the year be suffering the want of common necessities of life; the persons and the number of them, to whom the distribution is annually to be made, wholly to be at the discretion of said City, or those who may distribute it, excepting as is herein before limited, and also that now distribution is to be made to any City paupers.

Provided however, that if this Trust be not accepted by said City- according to the conditions thereof, it is wholly declared to be null and void.

I give and bequeath to the City of Portland in trust Eight Thousand Dollars the interest thereof at six percent to be paid to the Treasurer for the time being of the Femail Orphan Asylum of said Portland, in quarter yearly payments, to be applied by the managers of said Asylum for the time being, according to their discretion, for the benefit of the children of that Institution.

Provided however that if this Trust be not accepted by said City according to the condition thereof -, it is hereby declared null and void."

Page 523

Now therefore in order to the full acceptance of the Trusts aforesaid, by said City of Portland, as well as to effectuate the benevolent intentions of the testator aforesaid:

Resolved: that the City Council appoint an agent with power and authority, for and on behalf of the City, to ask and receive of the Executors of the last will and testament of said testator, the several sums of four thousand dollars, and eight thousand dollars, given and bequeathed as aforesaid.

Resolved: that the City Clerk cause a copy of the foregoing Preamble and Resolves, to be published to said Executors or either of them.

And the same was read and passed ~

Sent down for concurrence and concurred~

City of Portland, Maine

IN THE CITY COUNCIL

Ordered, WHEREAS, by the will of the Hon. Asa Clapp, the sum of \$4000.00 was bequeathed to the City of Portland, in trust, the interest thereof at six per cent, to be distributed by the City Council of the City of Portland, for the time being, or such other persons as they may appoint, to the poor widows, inhabitants of said City, and such married women, who in consequence of the neglect or vices of their husbands may be suffering for want of the common necessities of life,

THEREFORE BE IT ORDERED, That in accordance with the above, the City Council hereby appoints the Portland Provident Association to distribute said interest and be it also

ORDERED, That all interest now due and all interest becoming due on said fund during the financial year, be paid to the Treasurer of said Portland Provident Association.

MEMORANDUM
City Council Agenda Item

FROM: William Needelman
DATE: December 7, 2018
SUBJECT: **Order 119-18/19 Approving 180-Day Moratorium on Non-Marine Use Expansion in the Waterfront Central Zone - Sponsored by Jon P. Jennings, City Manager.**
SPONSOR: Jon P. Jennings, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 12/17/2018

Final Action 12/17/2018

Can action be taken at a later date: No

Negative impacts on commerce (particularly the marine industry) and overburdening of City facilities in the WCZ as a result of fast-paced non-marine development have resulted in an emergency that needs to be addressed. Although this can be adopted as a two-read item on January 7, 2019, staff recommend the second reading be waived and it be enacted as an emergency to become effective on December 17, 2018.

PRESENTATION: City Manager Jon P. Jennings will provide a brief summary introduction. Planning and Economic Development staff will be available to answer questions.

I. SUMMARY

In response to a citizen-initiated petition aimed at addressing development pressures in the WCZ that have overburdened City facilities and adversely impacted marine uses in that zone, City staff has worked with members of the fishing community and Central Waterfront pier owners to outline a proposed moratorium on non-marine development in order to pause additional development while the City and community stakeholders work cooperatively to develop strategies for mitigating those impacts. Those strategies may include proposed land use amendments, a permitting scheme to address transportation and parking issues, a plan for use of TIF Funds, a plan to meet commercial berthing needs, and enforcement of existing city code.

II. AGENDA DESCRIPTION

Responding to concerns brought forward from members of the Portland Harbor fishing community, the City Council is asked to enact a moratorium on all construction of new non-marine structures and expansion of non-marine use. The moratorium is intended to be effective as of December 17, 2018 (date of First Reading) and should be enacted as an emergency order. As drafted, the moratorium will be in effect for 180 days, unless extended by Council order.

During the period of this moratorium the City shall not accept applications for building permit, site plan, and subdivision applications, conditional use applications, contract zone or conditional rezoning requests, zoning text amendment and/or development applications for any new non-marine structure or expansion of a non-marine use in the WCZ . Applications already received shall not be processed unless substantive review has been undertaken prior to the effective date of this moratorium. The only exceptions shall be for immediate threats to public safety as determined by the Director of Permitting & Inspections.

During the term of the moratorium, the City Manager has committed to facilitating the following process in

order to address the concerns that have given rise to the proposed moratorium:

1. Zoning: Interested parties will be invited to collaborate on an evaluation of the current Waterfront Central Zone text and provide recommendations to the Portland Planning Board for amendments, if deemed warranted.
2. Transportation: Interested parties will be invited to participate in and inform the on-going Commercial Street Operations and Master Plan process. City staff from Planning, Economic Development, and Public Works will continue to guide the study consultants to respect the marine use priority of the corridor consistent with the Comprehensive Plan and as described in the study scope of services. Commercial Street stakeholders will be notified of all relevant meetings and will be invited to have a formative role in the generation of ideas for evaluation and the recommendation of alternative solutions for implementation.
3. Tax Increment Financing -TIF: The City Manager will create a Waterfront Tax Increment Financing Task Force with representation from the fishing community, waterfront property owners, and others to recommend use of TIF revenues consistent with the waterfront focus of the Waterfront TIF District.
4. Berthing: The City Economic Development Department will monitor commercial berthing opportunities in Portland Harbor. If Commercial berthing demand cannot be met by existing private and public supply, the Economic Development Department will report such conditions to the City Council and advocate for an expansion of berthing for commercial fishing on both public and private facilities, including the Portland Fish Pier. The City will also explore financing options to create such berthing, if needed.
5. Enforcement: Existing ordinances limiting or prohibiting expansions of commercial parking for offsite, non-marine use within the Waterfront Central Zone will remain in effect. Any violations will be investigated and enforcement action undertaken as appropriate.
6. The City will reexamine issues of wharf access, and opportunities for loading and off-loading gear and product, and areas to work on gear, at private and public spaces, including the Fish Pier.

Staff is requesting that the second read of this two-read item be waived, and that it be passed as an emergency. If the second read is waived by a vote of seven or more, seven affirmative votes are required for passage as an emergency, following public comment.

III. BACKGROUND

In 2010, the City Council enacted sweeping amendments to the text of the Waterfront Central Zone (WCZ) which permitted an expansion of non-marine development in the zone. The intent of the amendments was to expand opportunities for investment in piers and waterfront property in a manner compatible with marine use and beneficial to marine infrastructure. Approved during the depth of the recession, the changes created little impact during the early years of their enactment. During recent years, a boom development cycle has increased the pace of change within the WCZ, and more significantly, in downtown zones adjacent.

The impacts of that development include a significant overburdening of City facilities (roads, parking, sidewalks, and waterfront resources). In addition, fishing community members, experiencing increasing competition for limited space, have approached City staff with development related concerns several times over the last 18 months. Such meetings have resulted in the initiation of the Commercial Street Operations and

Master Plan, expansion of parking opportunities on the Portland Fish Pier, and contributed to the call to expand the Waterfront TIF program. Development pressures, however, continue to rate as the primary worry of the most vocal activists in the fishing community. According to them, that pressure is posing a real threat to the marine industry and to Portland's working waterfront.

A large-scale hotel development proposal on Fishermen's Wharf has heightened concern among fishermen and longtime waterfront activists. Community concern regarding the overburdening of City facilities, waterfront resources and the displacement of marine uses has led to a citizens' initiative which proposes to roll back the WCZ text to reflect the highly restrictive zone of the late 1980's. In an effort to affirmatively address the City and the citizens' shared concerns, the proposed moratorium aims to temporarily halt any further non-marine development in order to allow the City, the fishing industry, waterfront property owners, and other interested parties to work collaboratively and deliberately to develop and propose changes to the existing regulatory framework in the WCZ to alleviate traffic congestion, parking shortages, and other concerns.

Although the pending citizens' initiative aims to address some of these concerns, staff's expectation and intent in proposing this moratorium is that by allowing additional time and opportunity for deliberative and cooperative work, a more thoughtful, balanced and forward-looking solution can be achieved. Staff's understanding is that members of the fishing industry and waterfront activists are in favor of this approach. Representatives of those groups have committed to undertaking this work in cooperation with the City and the larger community and expressed their intent to withdraw the petition in favor of this cooperative effort.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

If passed, the moratorium provides the space for a legitimate, iterative process that will benefit from public input, the recommendation of the Planning Board, and the contribution of City Council.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

While moratoriums are never ideal, the WCZ moratorium is necessary to address an emergent overburdening of City facilities and a threat to waterfront resources and the marine industry in Portland.

VII. RECOMMENDATION

The proposed moratorium is recommended by the City Manager, Economic Development Department, and Planning and Urban Development Department.

VIII. LIST ATTACHMENTS

1. Order Approving 180-day Moratorium on Waterfront 12.17.2018

Prepared by:

William Needelman

Date: 12/07/2018

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING 180-DAY MORATORIUM ON NON-MARINE USE EXPANSION
IN THE WATERFRONT CENTRAL ZONE**

WHEREAS, zoning amendments to the City's Waterfront Commercial Zone (WCZ) adopted in 2010 provided for increased non-marine use and development potential in the Central Waterfront intended to provide revenues in support of marine infrastructure; and

WHEREAS, over the last several years, the City of Portland has experienced an unprecedented period of non-marine growth on the Downtown Peninsula, including in the WCZ; and

WHEREAS, land development, tourism, and non-marine industry on the Downtown Peninsula, including the WCZ, has resulted in congestion on Commercial Street that has materially interfered with the everyday operations and efficiency of marine and non-marine commerce on the Portland Waterfront; and

WHEREAS, land development, tourism, and commerce on the Downtown Peninsula and in the WCZ, particularly of non-marine uses, has resulted in significant and demonstrable parking pressure which has in turn created hardships for commercial enterprises, marine and non-marine, in the WCZ, as well as for members of the public; and

WHEREAS, current Commercial Street capacity issues involving existing traffic and ongoing construction on the Eastern and Western ends of Commercial Street will overburden the capacity of the street to manage waterfront, tourism and other commercial activity in the absence of remedial action; and

WHEREAS, the Portland Fishing Community has articulated clear threats to the continued viability of the fishing industry on the Portland Waterfront if they experience further loss of access, space, parking, or berthing to support traditional marine uses; and

WHEREAS, several large-scale non-marine developments have been proposed within the WCZ that have a strong likelihood of exacerbating the congestion, parking pressure, threat to marine uses, and an overburdening of the City's public facilities; and

WHEREAS, development pressure in the WCZ has resulted in a recent citizen initiative petition aimed at preserving marine uses in the WCZ; and

WHEREAS, the City of Portland Comprehensive Plan promotes support for traditional and emerging marine industries and prioritizes use of scarce waterfront resources for marine use; and

WHEREAS, the West Commercial Street Operations Study and Eastern Waterfront District Traffic Movement Permit will be completed in the next three months and allow significant remedial action to be taken to reduce the potential for Commercial Street to reach an operational point that will severely inhibit the operation of the commercial port. This risk is especially acute if non-marine projects currently planned for the WCZ proceed before the completion of these studies; and

WHEREAS, the City of Portland, the fishing community, and the property owners of the WCZ have an opportunity to evaluate current land use regulations, including, but not limited to, the extent to which hotels and other non-marine uses remain consistent with the City's comprehensive plan, and to recommend amendments that reflect the current reality of the marine and Downtown economies and that will seek to alleviate the pressures on City facilities outlined above; and

WHEREAS, pursuant to 30-A M.R.S. § 4356(1)(A), the continued development of projects in the WCZ pursuant to the existing City Code requirements could pose serious threats to the public health, safety and welfare of the residents of the City of Portland through the over-development of and overburdening of the City's public facility (i.e. roads, parking facilities, waterfront resources) which is reasonably foreseeable as a result of the development pressure; and

WHEREAS, pursuant to 30-A M.R.S. § 4356(1)(B), since the application of existing City Code provisions or regulations or other applicable laws are inadequate to address the development pressure and prevent the public harm from the potential non-marine development in the WCZ of; and

WHEREAS, after sufficient notice and a public hearing, there is strong support for this Moratorium on the City Council; and

WHEREAS, in the judgment of the City Council for the City of Portland, these facts create an emergency within the meaning of 30-A M.R.S. § 4356(1) and the City Charter, and require the following Moratorium as immediately necessary for the preservation of the public health, safety and welfare.:

NOW THEREFORE, pursuant to its authority under 30-A M.R.S. §§ 3001 and 4356, the Portland City Council hereby ordains that a Moratorium is hereby imposed on any and all proceedings, applications, and petitions for the development of new non-marine structures and expansion of non-marine uses requiring approval under the City's zoning and land use ordinances and regulations; and

BE IT FURTHER ORDERED that no building permit, site plan, subdivision application conditional use application, application for contract zone and/or conditional rezoning, zoning text amendment or development application shall be accepted or processed and no building permit, site plan, or subdivision approval, conditional use approval, contract zone or conditional rezoning, zoning text amendment and/or development application shall be issued or granted by the City for any and all property in the WCZ for any new non-marine structure or the establishment of any new non-marine use, or for the change of use or expansion of a non-marine use from and after December 17, 2018 until June 15, 2019. Notwithstanding anything to the contrary herein, this shall not preclude the adoption of zoning text amendments that are proposed by the City; and

BE IT FURTHER ORDERED, that, notwithstanding the above, this Moratorium shall not apply to building permit applications limited to interior modification or fit ups or minor exterior modifications such as enclosing existing decks or façade improvements of existing structures comprising existing or previously approved non-marine uses; and

BE IT FURTHER ORDERED, that this Moratorium shall go into effect on December 17, 2018 and shall remain in effect until June 15, 2019 unless extended, repealed, or modified by the Portland City Council; and

BE IT FURTHER ORDERED, that notwithstanding the provisions of 1 M.R.S. § 302 this Moratorium shall apply to all building permit, site plan, and subdivision applications, conditional use applications, contract zone or conditional rezoning requests, zoning text amendment and/or development applications for any new non-marine structure or expansion of a non-marine use in the WCZ whether or not any application or proceeding to establish said development proposal would be deemed a pending proceeding under 1 M.R.S. § 302; and

BE IT FURTHER ORDERED, that to the extent any provision of this Moratorium is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium that shall remain shall be considered valid; and

BE IT FURTHER ORDERED, that in view of the emergency cited in the preamble above, that it is hereby found and determined by the Portland City Council that it is necessary that this Moratorium take effect immediately as an emergency pursuant to Article II, Section 8 of the City Charter.