PORTLAND FISH PIER AUTHORITY
BOARD OF DIRECTORS
April 12, 2021, 3:00 PM

Via Zoom

Please click the link below to join the webinar:
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Webinar ID: 988 7967 9202
International numbers available: https://zoom.us/u/a7R5coGU3

PFPA Board Members:
Class A Director: Member of the Portland City Council - Councilor Nicholas Mavodones, President,
Class B Director: Representing the fishing industry - Meredith Mendelson, Department of Marine Resources
Class C Director: Representing the Commissioner of the Maine DOT - Matthew Burns, Treasurer
Ex-Officio Director: Representing the City Manager - Brendan O'Connell, Finance Director
Ex-Officio Director: President of the Board of Directors of the Portland Fish Exchange - Ellen Sanborn

1. Zoom Virtual Public Meeting Information

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2. Approval of February 8, 2021, meeting Minutes.

a. See attached draft meeting Minutes.

Action Item - Public Comment

3. Financial Update - Material produced by Rhonda Girard, Finance, presented by Bill Needelman, Waterfront Coordinator

a. March 2020 Financial Statement attached.

4. Facilities Update - Phil DiPierro, Project Manager; Kathy Alves, Facilities Director.

a. Will be presented at the meeting.

5. Portland Fish Exchange (PFX) Update - Ellen Sanborn, PFX President; Jodi York, General Manager

a. The Board is asked to welcome the new Portland Fish Exchange General Manager, Jodie York.

Attached: Budget outlook memo from Ellen Sanborn, PFX President.
Portland Fish Exchange Manager's Report

6. Strategic Planning Joint Work Plan - Portland Fish Pier and PFX: All

a. Brief update on expectations moving forward. No action.

7. Pierce Atwood Parking Lease - James Gorman, Pierce Atwood

NOTE: Agenda Items 7 and 8 may all require Executive Session discussions by the Board, consistent with state public meeting statute. To minimize disruptions in the meeting, the Board is requested to hold a single Executive Session on all relevant issue at one time. Board members will be sent a separate zoom link for the executive sessions. Public participants will be able to wait within the primary zoom meeting for the public sessions to resume. All actions will be taken in public session.

a. Consistent with Executive Session statute--1 MRSA 405(6)(C) & (E), the Board may go into Executive Session to discuss Agenda Items 7, Pierce Atwood Parking Lease Extension.

The Pierce Atwood (PA) 10-year parking lease for 70 parking spaces in the Front Lot will expire September 2021. Pierce Atwood’s request to extend the lease was discussed in executive session during the previous meeting.

Based on Board direction and with the agreement of the tenant, Staff is recommending limiting the extension to 40 spaces for 5 years to be charged the market rate for parking in the Front Lot (currently $120/space/month.) Additional spaces could be leased on a month to month basis at market rate.

The Board is asked to approve the above terms and to authorize final documents to be developed by City Corporation Counsel for signature by PA and the Board President.

Current Pierce Atwood Parking Lease attached.

Action Item - Public Comment

8. Salary Reimbursement Request for funding a portion of the Waterfront Coordinator Position for the 2022 fiscal year. Greg Mitchell, Housing and Economic Development Director.

NOTE: Agenda Items 7 and 8 may all require Executive Session discussions by the Board, consistent with state public meeting statute. To minimize disruptions in the meeting, the Board is requested to hold a single Executive Session on all relevant issue at one time. Board members will be sent a separate zoom link for the executive sessions. Public participants will be able to wait within the primary zoom meeting for the public sessions to resume. All actions will be taken in public session.

a. NOTE: The Board may go into executive session pursuant to 1 M.R.S.A. 405(6)(A) for a discussion of personnel matters regarding the Waterfront Coordinator position.

The Portland Fish Pier Authority is currently funding 50% of the salary and benefits for the Waterfront Coordinator position. The City Manager's FY2022 budget draft recommends reducing this request from the Portland Fish Pier Authority to 33.3% percentage totaling: ($37,021). The Board is being requested to authorize funding up to 50% on a yearly basis, while also noting that FY2022's funding be at 33.3%.

Memo describing the request from Greg Mitchell, HEDD Director, attached.

Action Item - Public Comment

9. Adjournment

Draft Meeting Minutes

PORTLAND FISH PIER AUTHORITY BOARD OF DIRECTORS
February 8, 3:00pm

Remote Meeting Format – ZOOM Platform

PFPA Board members present

Class A Director: *Member of the Portland City Council*
Nicholas Mavodones, President,
Class B Director: *Representing the fishing industry*
Meredith Mendelson, Department of Marine Resources
Class C Director: *Representing the Commissioner of the Maine DOT*
Matthew Burns, Treasurer
Ex-Officio Director: *Representing the City Manager*
Brendan O'Connell, Finance Director Joined during Agenda item 4.
Ex-Officio Director: *President of the Board of Directors of the Portland Fish Exchange* Ellen Sanborn

Staff members present
Michael Goldman, Associate Corporation Counsel
Kathy Alves, Facilities Director
Phil DiPierro, Project Manager
Bert Jongerden, PFX Acting GM

Approximately 10 members of the public participated as attendees

1. **Digital check in to Zoom** Webinar ID: 969 6635 9474

2. ***Approval of December 14, 2020 Meeting Minutes***

Motion*: The Board voted to approve the December 14, 2020 meeting minutes without amendment.*
Motion by Mendelson, 2nd by Burns. No Public Comment.
Motion passed by unanimous vote, 5-0

3. **Financial update** - Material produced by Rhonda Girard, Finance, presented by Bill Needelman, Waterfront Coordinator.

No questions, thanks by the Board to Ms. Girard.

4. **Facilities update** - Phil DiPierro, Project Manager; Kathy Alves, Facilities Director.

Mr. DiPierro presented a summary of recent maintenance activity as attached in the meeting packet.

Ms. Alves informed the Board that she would be recommending an additional $200,000 in the 2022 PFP budget to continue with piling work.

5. Portland Fish Exchange update –*Ellen Sanborn, PFX President, Bert Jongerden, Acting GM*

Board members noted the return of Bert Jongerden as Acting GM of the PFX following the departure of Nick Pappas.

Mr. Jongerden presented a landings update, noting that landings were below budget. Prices at the PFX have stabilized and the "Maine Fishermen Feeding Mainers" program still appears popular with harvesters. PFX is negotiating a contract unloading opportunity for kelp, similar to last year, but at a higher price (starting at the published price.) The Asian market for whole monkfish is improving. Quota changes for Grand Banks haddock and pollock will likely be reduced. Hake has the potential to become a "choke species" (as species for which limited quota reduces fishing effort for more abundant species.)

Mendelson offered to provide DMR information on future quota changes to assist with budgeting.

Board members discussed the potential new hire for a general manager. Jongerden noted the departure of a longstanding operations manager and the hire of David Townsend, a former fisherman, to fill the roll. Mr. Townsend appears to be a good fit.

Consistent with the conditions for financial assistance approved by the Board on October 19, 2020, the PFX provided in the meeting packet a summary of recent governance and expenditure changes. Ms. Sanborn noted that the City Clerk's Office has re-advertised for the open seat on the board.

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Staff recommended conducting public introductions and discussions on all of the following items prior to going into an executive session for items 6 through 9 as a batch. The Board was asked to then return to public session for any actions

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6. Strategic Planning Joint Work Plan – Portland Fish Pier and Portland Fish Exchange: Bill Needelman, Waterfront Coordinator; Bert Jongerden, PFX Acting GM

With the departure of the permanent GM for the FPX and a vacancy on the Board, the PFX President suggested that the joint strategic planning process takes a pause.

PFX and PFPA Board Presidents have agreed to hire a facilitator to conduct a joint board discussion on in the near future.

Staff is sought guidance on moving forward on PFP issues, absent the PFX. Board members suggested moving forward with a holistic process, once the PFX is in a position to participate

Staff suggested including Strategic Planning in the Executive Session discussion on issues related to ground leases and parking leases.

7. Marine Trade Center, Lot 2 and Lot 3 – Request to renegotiate existing ground and parking lease. Greg Davidson, Sam Davidson, Principles, Marine Trade Center, LLC.

Greg Davidson and Sam Davidson, representing the Marine Trade Center have previously provided under confidential cover a detailed request for specific amendments to the existing ground lease for the Board's consideration. Following conversations with Staff, the Davidsons and their counsel have updated their position of portions of their request. Attorney Jason Howe had drafted a letter for the Board review and discussion in executive session.

8. **Pierce Atwood Parking Lease:** James Gorman, Pierce Atwood

The Pierce Atwood (PA) parking lease for 70 parking spaces in the Front Lot will expire September 2021. Representing the firm, attorney James Gorman requested that the Board consider extending the lease. The specifics of the PA parking lease request are provided in the Executive Session packet. Mr. Gorman spoke on behalf of the firm, requesting quick action on the request to allow PA to act on other parking opportunities, if needed.

9. **Bristol Seafood, Lot 5 – Request to renegotiate ground lease and to discuss potential expansion plans.** Peter Handy, President, Bristol Seafood

Bristol Seafood is requesting approval for expansion plans for the existing plant on Lot 5 along with an associated parking lease and amendments to the current ground lease. The Board has discussed the item under executive session 12-14-20 meeting.

As summarized by Needelman, Bristol is requesting changes to their lease which include:
- Approval in concept of a 9000-10,000 sf addition to the existing building.
- Expansion of the existing ground leasehold to accommodate the expansion as well as sole use loading bays serving the building.
- Keeping the monthly rent payment consistent with the current amount.
- Restarting the lease term for 25 years, with three 10 year extensions.
- Approval of a new parking lease in the front lot for employee parking, with a term consistent with the ground lease. Initial rates would be for $90/space/month, escalating $10/ space/year until equal to the market rate.

Mr. Handy thanked the Board and staff noting the business' existence on the Fish Pier since the early 1990s and its recent growth. The proposed expansion prompted the request to extend the term proportional to the level of expected investment. Was looking for at least "approval in spirit" for the parking lease, as made necessary by the expansion's displacing existing parking on Lot 5.

Motion: ***Consistent with Executive Session statute--1 MRS 405(6)(C) & (E) the Board will go into Executive Session to discuss Agenda Items 6 (Strategic Planning,) 7 (Marine Trade Center,) 8 (Pierce Atwood,) and 9 (Bristol.)***
Moved by Sanborn, 2nd by Burns. No public comment.
Passed unanimously by vote of 5-0.

Motion: To come out of Executive Session
Moved by Mendelson, 2nd by O'Connell
Passed unanimously by vote of 5-0.

9. **Agenda Item 9, Bristol Seafood. Return to Public Session**

Needelman shared a sketch diagram showing the proposed expansion of the building and the lot, attached to these minutes.

<u>Motion</u> by Sanborn, 2nd by Burns –

(1) To authorize Bristol Seafood, at their sole expense, to apply for any required permits and approvals necessary and appropriate for Bristol's planned building expansion on Lot 5 of the Fish Pier Complex, including but not limited to site plan approval, building permits, and an amendment to the Fish Pier Recording Plat to add approximately 6000 square feet to Lot 5 as presented to the Board; and

(2) To approve, in concept, Bristol's proposed expansion of its existing building on Lot 5 by 9000-10,000sf, consistent with plans and sketches provided to the Board, subject to any applicable permits and approvals and review and approval of final drawings by the Portland Fish Pier Authority prior to construction; and

(3) subject to Bristol obtaining the approvals and permits described in section 1 above, to amend the current lease between the Portland Fish Pier Authority and Bristol Seafood, dated February 17, 2012, as follows:

   a. Modify the premises, Portland Fish Pier Lot 5, from +/-37,676sf to+/- 45,322sf;

   b. Modify the lease rate to $1.08/sf, resulting in a net equal rent payment to the existing rate, subject to the existing rent escalator;

   c. Restart the lease term for 25 years commencing as of signing of the amended lease, with an option to extend for three ten year periods;

   d. Subject to availability, add parking for up to 37 spaces within the Front lot, using a hang-tag system, with a term consistent with the amended ground lease, and at a monthly rate of $90/space/month, escalating $10/year until the parking rate is equal to the market rate charged for the Front Lot; and

(4) Authorize the President of the Board of the Fish Pier Authority, in consultation with the Corporation Counsel, to execute such lease amendments that include the changes as substantially described above and to execute any and all other documents reasonably necessary to carry out the intent of this motion.

Public Comment: Dan Jacques, Waterfront Maine, supported the proposal and inquired which parking spaces would be displaced by the expansion. Needelman explained.
Motion passed unanimously by vote of 5-0

10. Adjournment, +/-5:07pm

<u>Attachments:</u>
Lot 5, Bristol Expansion Diagram.

Legend		Potential Lot Amendment Impacts	
Approx Existing Lot 5: 37,676 sf		Current Lot Area:	37,676 sf
Proposed Building Addition: 9000 sf		Annual Rent:	$48,764.00
		Current Ann. Lease Rate:	$1.29/sf
Needed Lot Expansion: 1645 sf for building expansion		Potential net increase in area of lot:	7645 sf
		New potential Lot size:	45,322 sf
Potential Lot Expansion: 6000 sf reflecting current use		New Rate:	$1.08/sf
		Assuming rent remains stable	

Agenda 3
Financial Statement

Fish Pier Authority
FY21 Budget Status
As of Mar 31, 2021

	FY21 Budget	YTD	Balance	%	FY20 YTD	FY21 vs. FY20	%
Revenue:							
Miscellaneous	16,820	6,215	10,605	37.0%	5,519	696	12.6%
Berthing	29,376	19,584	9,792	66.7%	17,136	2,448	14.3%
Parking	348,856	216,875	131,981	62.2%	251,410	(34,535)	-13.7%
Ground Rent (Leases)	186,252	131,672	54,580	70.7%	110,497	21,175	19.2%
Total Revenue	581,304	374,346	206,958	64.4%	384,562	(10,216)	-2.7%
Expenditures:							
Admin. and Maint. Services	99,546	56,701	42,845	57.0%	22,207	34,494	155.3%
Travel/Training/Meetings	1,500	0	1,500	0.0%	0	0	0.0%
Contractual Services	19,076	10,542	8,534	55.3%	11,031	(489)	-4.4%
Engineering Services	23,000	4,904	18,096	21.3%	235	4,669	1986.6%
Printing/Copying	400	400	0	100.0%	0	400	0.0%
Equipment Repair	10,000	6,520	3,480	65.2%	1,842	4,678	253.9%
Land/Pier/Building Repair	215,000	159,304	55,696	74.1%	70,840	88,464	124.9%
Insurance	14,195	0	14,195	0.0%	0	0	0.0%
Supplies	13,500	8,065	5,435	59.7%	1,275	6,790	532.5%
Electricity	15,000	8,511	6,489	56.7%	8,587	(76)	-0.9%
Debt Service	11,999	1,341	10,658	11.2%	1,482	(141)	-9.5%
Total Expenditures	423,216	256,287	166,929	60.6%	117,499	138,788	118.1%
Net Revenues Over(Under) Expenditures	158,088	118,060	40,028		267,063	(149,003)	-55.8%

PORTLAND FISH EXCHANGE

6 Portland Fish Pier | Portland, ME 04101
Toll Free 1-866-633-4741 | Tel 207-773-0017 | www.pfex.org

April 12, 2021

To members of the Portland Fish Pier Authority

Portland Fish Exchange Financial Update

PFE cash flow has improved, influenced by the two $90,000 payments from the FPA and also the receipt of a second Paycheck Protection Loan of about $120,000 in March. We are receiving current rental payments from our tenants, as well as installment payments for rent that was deferred, which will be paid through December of this year. We have not received the rent deferral loan from the FPA. Notwithstanding factors such as weather or more pandemic impacts, our projections show our cash situation to be stable until late fall.

The annual budget year for the PFE is May 1 through April 30, and the Board will be considering its 2022 budget on April 15. That budget is based on an estimated 1.75 million pounds of groundfish on the auction, compared to a forecast of 1.5 million for 2020; but our 2020 budget was 2.0 million. The expectation is a slow recovery from the pandemic. We also estimate off-auction landings to increase, as well as the start of a new oyster sorting operation. Our expenses have been reduced by about 3%; however, the increase in insurance nets that to about 2.2%. The result is a budget that projects an operating deficit, before depreciation, of about $75,000. Applying the most recent PPP loan funds that will carry over into 2022, that projection becomes a deficit of about $13,000.

As we orient our new General Manager, who began on March 21, we will be reviewing all aspects of our fees and operations, with the goal of identifying areas to eliminate an operating deficit for 2022. In the meantime, because of the additional funds we received, we will not be asking for a final installment payment from the FPA at this time. We hope to be able to avoid a deficit situation and therefore avoid the need to ask for financial support from the FPA.

PORTLAND FISH EXCHANGE

YTD Report through March 2021 (10 months)

Groundfish Landings	Actual	Budgeted	Variance
January	144K lbs.	200K lbs.	(-56K lbs.)
February	52K lbs.	160K lbs.	(-108K lbs.)
March	65K lbs.	160K lbs.	(-95K lbs.)
Total YTD	1.24M lbs.	1.86M lbs.	(-620K lbs.)
Off-auction landings.			
January	14K lbs.	0 lbs.	+14K lbs.
February	1.2K lbs.	0 lbs.	+1.2K lbs.
March	3.0K lbs.	0 lbs.	+3.0K lbs.
Total YTD	80K lbs.	150K lbs.	(-70K lbs.)
Pumping			
Total YTD	2.19M lbs.	1.5M lbs.	+688K lbs.

Landings Notes:

- Landings were very weak for February & March – numerous wind events
- Had three herring pump-outs from Georges Banks trips-due to leftover quota from previous year
- Have started to contract unload kelp – 6 harvesting vessels

Facility Report:

- Both piers have been painted
- Pier cleanups have been underway

Operations Report:

- Met with GMRI concerning electronic monitoring & maximum retention program
- Met with Maine Coast Community Sector manager
- Met with Running Tides concerning oyster project
- Partnering with Gulf of Maine Lobster Foundation in April to recycle derelict fishing gear
  -the event will be held in the Net Yard
- Meeting scheduled with SeaMaine at the end of April
- Meeting scheduled with Gulf of Maine Sashimi at the end of April
- Meeting scheduled with MCFA's Fishermen Feeding Maine at the end of April

PARKING SPACE LEASE AGREEMENT

THIS LEASE is made this 8th day of ~~July~~ AUGUST, 2010, is by and between the PORTLAND FISH PIER AUTHORITY, a Maine non-profit corporation with a principal place of business in Portland, Cumberland County, Maine ("Landlord") and PIERCE ATWOOD, LLP, a Maine limited liability partnership located at One Monument Square, Portland, Maine 04101 ("Tenant").

W I T N E S S E T H:

WHEREAS, pursuant to a certain Ground Lease Agreement dated April 30, 1990 (the "Master Lease"), Landlord leases from the City of Portland (the "City") certain property, together with the buildings and other improvements constructed thereon, located at 260 Commercial Street, Portland, Maine, which is commonly known as the "Portland Fish Pier Complex;" and

WHEREAS, the Portland Fish Pier Complex includes a surface parking lot (the "Parking Lot"); and

WHEREAS, Tenant is leasing office space at the building located at 254-258 Commercial Street, Portland, Maine (the "Building") pursuant to a Lease dated July 6, 2010 (the "Office Lease"); and

WHEREAS, Landlord and Tenant desire to enter into this Lease for the purpose of memorializing their agreement regarding the use of seventy (70) parking spaces in the Parking Lot by Tenant's employees.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. Parking Spaces.

(a) Landlord hereby leases, demises and lets to Tenant, and Tenant hereby takes and hires from Landlord, for the term and upon and subject to the terms and conditions set forth in this Lease, up to seventy (70) parking spaces at the Parking Lot, together with the right to use in common with others, for purposes of ingress and egress only, the entrance and access ways from Commercial Street to the parking spaces. The parking spaces shall be located within the portion of the Parking Lot commonly known as the "front lot," which portion is located to the right of the main entrance to the Fish Pier and abutting Commercial Street; the "front lot" is circled on the map attached hereto as Exhibit A.

(b) (i) Tenant shall have the right, from time to time, to increase or decrease the number of the parking spaces used by Tenant by giving written notice to Landlord; provided that the total number of parking spaces desired by Tenant shall not exceed seventy (70) for any calendar month. Notice to increase or decrease such parking spaces shall be effective as

{W1835923.2}

of the ninetieth (90^{th}) day after the giving of such notice; provided, however, if such ninetieth (90^{th}) day is a day other than the last day of a calendar month, then such increase or decrease shall be effective as of the first day of the calendar month next succeeding said ninetieth (90^{th}) day.

(ii) In the event Tenant elects to increase the number of parking spaces used by Tenant (subject, however, to the cap of seventy (70) spaces) after having previously decreased the number of parking spaces, Tenant acknowledges that Landlord's obligation to deliver such additional parking spaces shall be subject to the then availability of parking spaces and shall be subject to Landlord's fulfillment of any outstanding parking requests that were received by Landlord prior to Tenant's request.

(c) The parking spaces that Tenant has the right to use hereunder for any calendar month are hereinafter referred to as the "Parking Spaces". The parties agree that the number of Parking Spaces as of the date of this Agreement is seventy (70).

ARTICLE II. Term.

(a) The term of this Lease shall commence on the date on which Tenant opens for business in the Building (the "Commencement Date") and shall continue for a period of ten (10) years, unless terminated earlier in accordance with the terms of this Lease. If such ten (10) year period shall expire on a day other than the last day of a calendar month, then the parties agree that the term of this Lease shall be automatically extended from the tenth (10^{th}) anniversary of the Commencement Date to and including the last day of the calendar month in which said tenth (10^{th}) anniversary occurs.

(b) Notwithstanding anything to the contrary contained in this Lease, if the Office Lease is terminated for any reason prior to the expiration of the term of this Lease, then this Lease shall automatically expire on the date on which the Office Lease is terminated.

ARTICLE III. Monthly Rent. During the term of this Lease, Tenant agrees to pay to Landlord c/o City of Portland Parking Division at 389 Congress Street, Room 20, Portland Maine 04101, the rent (hereinafter referred to as the "Monthly Rent") set forth below for the Parking Spaces. The Monthly Rent shall be due on the Commencement Date and on the first day of each calendar month occurring thereafter during the Term. If the Commencement Date is a day other than the first (1^{st}) day of a calendar month, then the Monthly Rent for the calendar month in which the Commencement Date occurs shall be prorated and shall be paid on the first (1^{st}) day of the calendar month next succeeding the calendar month in which the Commencement Date occurred.

Each month Tenant shall pay Landlord an amount equal to the product of (i) Eighty Dollars ($80.00) multiplied by (ii) the number of Parking Space for said calendar month. For illustration purposes only, if the number of Parking Spaces for a calendar month is 70, then the Monthly Rent for such calendar month would be a total of Five Thousand Six Hundred Dollars ($5,600.00).

If payment to the Landlord is more than ten (10) days late, Landlord has the right to deny access to the Parking Spaces.

Landlord hereby acknowledges that the Monthly Rent is the only payment required from Tenant under this Lease and that Tenant is not obligated to pay to Landlord any other sums, including, without limitation, any sums on account of real estate taxes, utilities, replacements, repairs, maintenance or insurance.

ARTICLE IV. Use of Parking Spaces. Tenant agrees that the Parking Spaces shall be used and occupied only for vehicle parking for Tenant's employees during the term of this Lease. There shall be no overnight parking without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall restrict the use of the Parking Spaces to such purposes, and shall not use or permit the use of the Parking Spaces for any other purpose without the written consent of the Landlord. All vehicles located in the Parking Spaces shall display a hang tag supplied by Landlord. Vehicles without a valid hang tag will be subject to ticketing or towing.

ARTICLE V. Repairs and Maintenance; Lights.

(a) During the term of this Lease, Landlord shall maintain the Parking Lot in good repair and condition, and Landlord shall perform such maintenance, repairs and/or replacements from time to time as reasonably necessary in order to keep the Parking Lot in good repair and condition. In addition, Landlord agrees to keep the Parking Lot free from liter, trash, garbage and other similar debris. Such maintenance and repair shall include, without limitation, (i) snow plowing (within a commercially reasonable period of time after accumulation of snow), and (ii) snow removal, sanding, ice removal, repaving and restriping as deemed reasonably necessary by Landlord. Notwithstanding the foregoing, if Tenant or its employees cause any physical damage to the Parking Lot (other than normal wear and tear and damage by fire or other casualty), then Tenant shall be responsible for the reasonable, out-of-pocket costs actually incurred by Landlord in connection with such repair. Tenant may not erect or maintain signs relating to the Parking Spaces without the prior written consent of Landlord.

(b) If, as a result of Landlord's maintenance, repairs and/or replacements, Tenant is unable to use one or more of the Parking Spaces for more than two (2) week days (not including any weekend days) during any calendar month, then Tenant shall be entitled to a credit against the Monthly Rent due for the next succeeding calendar month calculated as follows: multiplying (i) the per diem Monthly Rent for the calendar month in which such use was affected multiplied by (ii) the total number of days of such non-use, and multiplying such product by the total number of affected Parking Spaces.

(c) During the term of this Lease, Landlord shall keep the Parking Lot well lit during the period from dusk to midnight each day.

ARTICLE VI. Location of Parking Spaces. The Parking Spaces are not reserved parking spaces to be located in any particular area within the front lot, and the Parking Spaces shall be in such location or locations as may be available on a first come, first served basis.

ARTICLE VII. Sublease and Assignment. Tenant shall not assign nor encumber this Lease or any part thereof, except that Tenant may assign this Lease to the person or entity to whom Tenant has assigned its lease of the office space in the Building and to any business entity into which Tenant has merged. Tenant shall not sublease the Parking Spaces, except that Tenant may sublet all or any portion of the Parking Spaces to any person or entity to whom Tenant has subleased all or any portion of the office space in the Building. Tenant shall provide written notice to Landlord of any such assignment of this Lease or sublease of the Parking Spaces made pursuant to this paragraph.

ARTICLE VIII. Recognition Agreement. Simultaneously with the execution of this Lease by Landlord and Tenant, Landlord shall deliver to Tenant a recognition agreement duly executed by the City, which agreement shall provide, in part, that the City will not terminate this Lease, and will agree to be bound by the terms and conditions of this Lease, in the event the Master Lease expires or is terminated for any reason, and which agreement shall contain such other terms and conditions as are reasonably satisfactory to Tenant.

ARTICLE IX. Unlawful or Dangerous Activity. Tenant shall neither use nor occupy the Parking Spaces or any part thereof for any unlawful or hazardous purpose. Tenant shall immediately upon discovery of all unlawful or hazardous use take action to halt such activity.

ARTICLE X. Surrender of Parking Space. Upon the expiration of the term or other termination of this Lease, whether by reason of lapse of time or Tenant's default or otherwise, Tenant shall quit and surrender the Parking Spaces to Landlord.

ARTICLE XI. No Waiver. Failure of either party 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 any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of such provision or of a subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of said action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach shall be distinct, cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by a party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

ARTICLE XII. Notices. Any notice from one party to the other party hereunder shall be in writing and shall be mailed by registered or certified mail, postpaid, addressed to the address of such party below set forth:

LANDLORD: FISH PIER AUTHORITY
389 Congress Street, Room 20
Portland, Maine 04101

TENANT: Prior to the Commencement Date:

PIERCE ATWOOD, LLP
One Monument Square
Portland, Maine 04101

After the Commencement Date:

PIERCE ATWOOD, LLP
The Merrill Wharf Building
254 Commercial Street
Portland, Maine 04101

All notices shall be deemed properly given, delivered, served and received on the date of actual receipt of such notice by the addressee or the date on which receipt of such notice was refused by the addressee. Either party may change its above address by giving notice of the change to the other party, such change of address to become effective for all purposes hereunder ten (10) days after such notice is given.

ARTICLE XIII. Rights of Landlord Upon Default or Breach by Tenant. In the event of any failure of the Tenant to pay any rental or other charges due hereunder within five (5) business days after written notice of such default shall have been given to Tenant, or any failure to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than fifteen (15) days after written notice of such default shall have been given to Tenant, or if Tenant shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Tenant in any court pursuant to any statute, either of the United States or any State, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon the Parking Spaces or suffer this Lease to be taken under any writ of execution, then Landlord in addition to any other rights or remedies Landlord may have, shall have the immediate right of reentry by Landlord, and Landlord may enter the Parking Spaces and expel Tenant and those claiming under Tenant, and remove Tenant's vehicles and their effects, and/or notify Tenant that the term of this Lease has terminated, and in either case the term hereof shall terminate upon such entry or the giving of such notice, whichever shall first occur and Tenant shall thereupon quit and surrender the Parking Spaces to Landlord. In addition, without limiting the foregoing rights, Landlord may deny Tenant access to the Parking Spaces if payment of monthly rent is more than ten (10) days late. In case of termination of the term of this Lease for any such cause, and in either manner above provided, Landlord shall be deemed to have waived no rights or other remedies hereunder, and shall be entitled to recover Landlord's reasonable attorneys and paralegal fees and any other expenses of Landlord incurred in connection with the retaking of possession of the Parking Spaces.

ARTICLE XIV. Landlord's Covenants of Quiet Enjoyment and Access by Landlord. Upon payment by Tenant of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Parking Spaces for the term hereof without hindrance or interruption by Landlord or any person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease. As of the date of this Lease, Landlord hereby represents to Tenant that (i) there is no mortgage encumbering the Parking Lot, (ii) the Master Lease has not been amended or modified, (iii) Landlord has not entered into any subleases, licenses or other agreements with any person or entity with respect to the Parking Lot, other than month-to-month parking licenses.

ARTICLE XV. Total Agreement, Applicable to Successors. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, successors and assigns of the parties hereto.

ARTICLE XVI. Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XVII. Recording. It is agreed that this Lease shall not be recorded. The parties will execute a memorandum of lease for recording purposes.

ARTICLE XVIII. General. This Lease shall inure to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties. This Lease is made in and shall be governed by and construed in accordance with the laws of the State of Maine.

{W1835923.2}

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals all on the day and year first above written.

WITNESS

LANDLORD

PORTLAND FISH PIER AUTHORITY

By: ______________________

~~Kevin Rousseau~~ ROBERT ELDER
Its: President

TENANT

PIERCE ATWOOD, LLP

By: ______________________

Gloria A. Pinza
Printed Name

Its: Managing Partner

{W1835923.2}

STATE OF MAINE
CUMBERLAND, SS. August 9, 2010

Personally appeared the above-named Kevin Rousseau, authorized representative of the Portland Fish Pier Authority, and acknowledged the execution of the foregoing instrument to be his free act and deed and the free act and deed of said Portland Fish Pier Authority.

Before me,

~~Notary Public~~/Attorney at Law

Mary E. Costigan
Printed Name

STATE OF MAINE
CUMBERLAND, SS. JULY 15, 2010

Personally appeared the above-named, GLORIA A. PINZA, authorized representative of Pierce Atwood, LLP, and acknowledged the execution of the foregoing instrument to be his/her free act and deed and the free act and deed of said Pierce Atwood, LLP.

Before me,

Janet R. McInnis
Notary Public/~~Attorney at Law~~

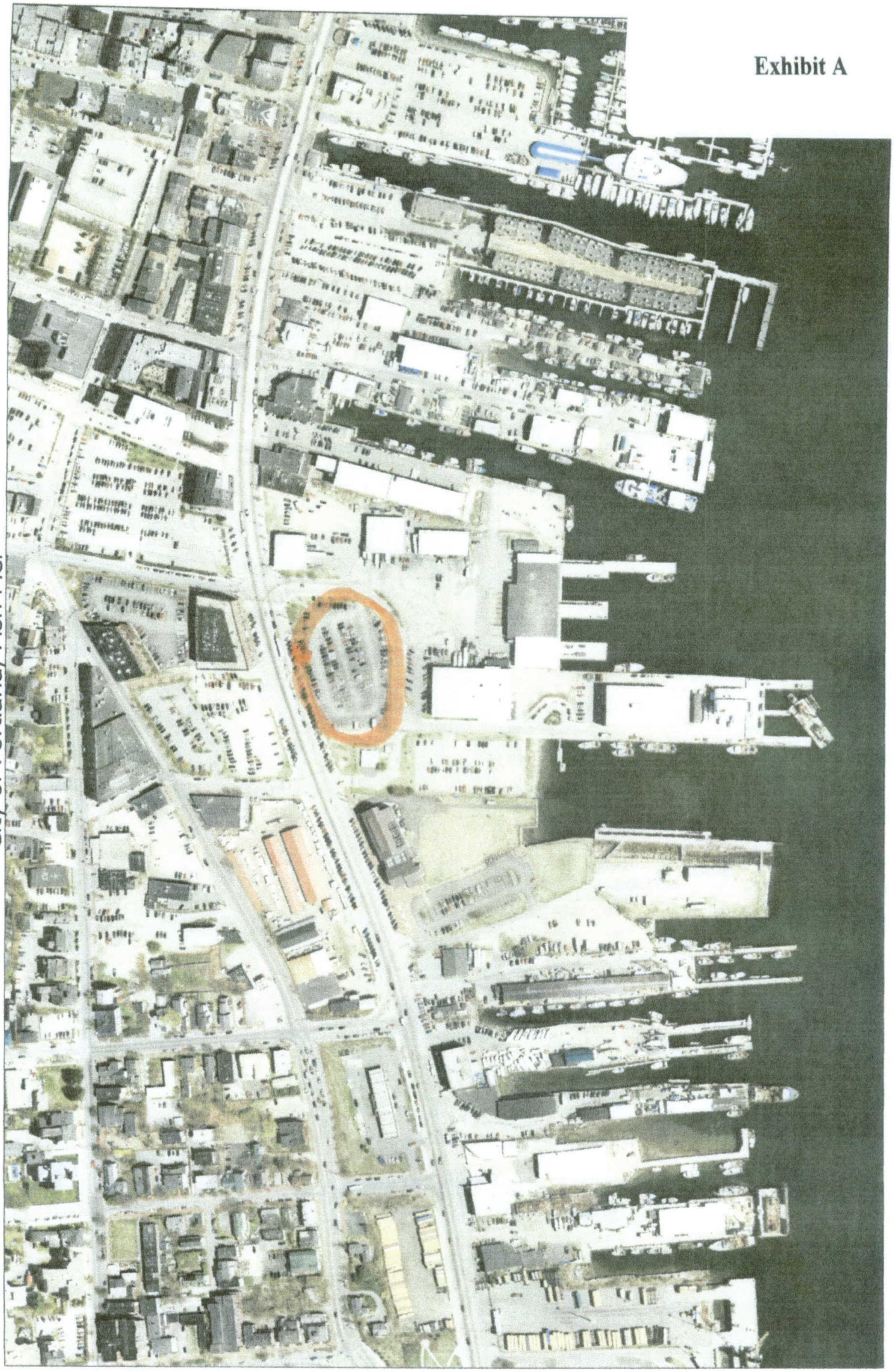
Printed Name

JANET R. McINNIS
Notary Public, Maine
My Commission Expires June 21, 2014

{W1835923.2}

EXHIBIT A

Exhibit A



City of Portland, Fish Pier

CITY OF PORTLAND
Housing and Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

To:	**Portland Fish Pier Authority**
From:	**Greg Mitchell, Economic Development Director**
Subject:	**Request to use Portland Fish Pier Authority Funds to Support the Waterfront Coordinator Position**
Date:	**April 7, 2021**

This memorandum requests Fish Pier Authority (FPA) approval to use FPA funds to cover up to 50% of the annual compensation costs for the City Waterfront Coordinator position in City operating budgets. For FY22, the amount would be 33% (approximately $37,021 inclusive of benefits) based upon the most recent assessment of the Waterfront Coordinator's split of work time. Last year, the FPA approved the City request to fund fifty (50) percent of the Waterfront Coordinator position, but the current budget year percentage has been further adjusted based upon actual workload.

BACKGROUND

One of my proposals presented to the City Manager in FY21 included a request to the Fish Pier Authority to reimburse the City for the Waterfront Coordinator Position (occupied by Bill Needelman) based upon an allocation of his work time dedicated to supporting the FPA. Examples of Bill's time dedicated to the FPA include:

- lead staff to prepare and issue all meeting agendas, minutes, and backup;

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info@portlandmaine.gov • www.portlandmaine.gov

- liaison between FPA tenants and fishing industry;
- lease negotiations and collection updates;
- intra-City departmental coordination;
- press and community relations contact;
- lead on current FPA strategic planning process.

REQUEST FOR CONSIDERATION

I ask that the FPA consider and vote on the request to fund up to fifty (50) percent of the the City Waterfront Coordinator Position on an ongoing basis. I note that Bill has provided lead staff support to the FPA since 2014 and FY21 was the first year any reimbursement was requested.

I will attend your April 12th FPA meeting to discuss this with you and answer any questions.