

PORTLAND FISH PIER AUTHORITY
BOARD OF DIRECTORS
July 26, 2021, 3:00 PM
VIA Zoom

- 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 Commission of 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 Public Meeting Information

- a. Please click the link below to join the webinar:
<https://zoom.us/j/96966359474?pwd=MFhKSmZKanFRWnYyWUx0YmpoZkRxQT09>
Passcode: 599003
Or One tap mobile :
US: +13126266799,,96966359474# or +16465588656,,96966359474#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782
Webinar ID: 969 6635 9474
International numbers available: <https://zoom.us/u/abG9rvvCh0>

2. Approval of June 14, 2021, meeting Minutes.

- a. Draft Minutes attached.
Action Item - Public Comment

3. Strategic Planning - Retreat debrief and next steps - Carole Martin.

- a. June 23, 2021 meeting notes attached.

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

- a. FY2020 Year-End Financial Statement attached.

5. Facilities Update - Phil DiPierro/Project Manager; Kathy Alves/Facilities Director - Facilities Update attached. Staff will provide a verbal briefing at the meeting on the following items, in addition to regular maintenance updates:

- a. - Facilities update attached.
- Fishermen's Memorial concept, draft location sketch attached.
- TEC Associates Portland Fisher Pier Conditions Report attached.

Note: The complete TEC Report is attached for background and will be subject of a thorough presentation and discussion at a future meeting.

6. Portland Fish Exchange update - Ellen Sanborn, PFX President; Jodi York, General Manager

- a. PFX Landings Report attached.

7. Bristol Seafood - Request for assignment of lot 12A lease and lease modification. Peter Handy, President/Bristol Seafood

- a. Bristol Seafood is under contract to purchase the building located at lot 12A on the Portland Fish Pier. In the attached letter and pursuant to this purchase, Bristol's management requests the assignment of the 12A lease, an extension of its existing lease on Lot 5, and certain modifications to harmonize the 12A lease with the amended Lot 5 lease. This item was discussed at the June 14, 2021 meeting under executive session. Bristol is requesting action by the Board at this meeting.

The Board is asked to approve amendments to the Lot 5 lease in significant conformance with the attached draft version. Additionally, the Board is asked to assign the Lot 12A lease to Bristol, and approve amendments to the existing Lot 12A lease to be consistent with the amended Lot 5 lease, as modified for the specific lot size and premises description for Lot 12A.

Significant Amendments

- The **revised rate** for both lots would transition to **\$0.96/sq foot** (up from \$0.40 on Lot 12A and down from \$1.29 on Lot 5).
- The **Lease Term** would restart as of closing on Lot 12A with an initial term of **25 years with three 10 year extensions**.

The June 7, 2021 letter from Bristol to the Portland Fish Pier Authority and draft lease document for Lots 5 is attached.

Action Item - Public Comment

8. Running Tide Gear Storage Lease, Lot 1-1, Rob Odlin, Running Tide Aquaculture
Running Tide Aquaculture, a tenant of the Marine Trade Center, is requesting to lease 3250 sq ft of vacant space on Lot 1-1 for exterior gear storage. The proposed lease is comparable to a previous lease by Atlantic Trawlers that was terminated at the request of the tenant in 2019. Staff is recommending a lease rate of \$2/sq ft per year, with an initial 6 month term transitioning to month-to-month thereafter.

- a. Draft documents for the Board's review are attached.

Consistent with Exec Session statute--1 MRS 405(6)(C) & (E) the Board may go into Executive Session to discuss Agenda Items 8 (Running Tide Gear Storage Lease.)

Action Item - Public Comment

9. Marine Trade Center Lease Amendments – Greg Davidson, Marine Trade Center Associates

- a. Representing the Marine Trade Center (MTC) Associates, Jason Howe has provided for the Board's consideration in executive session a letter summarizing potential amendments to the current Lot 2 ground lease. The terms proposed are consistent with their previous submission at a previous meeting of the Board. Staff is seeking the Board's consent on restarting lease negotiations and guidance on specific terms within the MTC request.

Consistent with Exec Session statute--1 MRS 405(6)(C) & (E) the Board may go into Executive Session to discuss Agenda Items 9 (Marine Trade Center Lease Amendments.)

February 5, 2021 letter from Jason Howe, provided separately under confidential cover.

10. Next meeting schedule: Board and Staff

11. Adjournment

Draft Meeting Minutes

PORTLAND FISH PIER AUTHORITY BOARD OF
DIRECTORS

June 14, 2021 3:00pm

**Remote Meeting Format – ZOOM
Platform**

PFFPA 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 item 7)
Ex-Officio Director: *President of the Board of Directors of the Portland Fish Exchange*
Ellen Sanborn

Staff members present

Mary Davis, Acting Director HEDD
Michael Goldman, Associate Corporation Counsel
Kathy Alves, Facilities Director
Phil DiPierro, Project Manager
Jodie York, PFX GM
Bill Needelman, Waterfront Coordinator (Note taker/minutes recorder)

Approximately 6 members of the public participated as attendees

1. Digital check in to Zoom:
2. Approval of April 12, 2021 Meeting Minutes

Motion to approve, Ellen Sanborn, 2nd, Meredith Mendelson,
Motion passed by vote of 4-0, O'connell absent.

Action Item **Public Comment**

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

May 2020 Financial Statement, attached

4. **Facilities update** - *Phil DiPierro, Project Manager; Kathy Alves, Facilities Director*
Summarized the update of recent activity on the pier. Staff also provided a verbal briefing at the meeting on the *Waterline break at PFX, Waterline break at Common Area/Lot 10, and a recent TEC Associates Portland Fish Pier Conditions Report*. Recommendations from the TEC report will come back to the Board at a later meeting.

Ellen Sanborn noted that insurance may not cover the \$100,000 line break for the PFX. The PFPA covered the cost and staff will continue to work with insurance.

5. **Portland Fish Exchange update** –*Jodi York, GM*

Ms. York summarized the *PFX Landings Report*. noting that year end numbers are down.

6. **Strategic Planning Joint Work Plan – Portland Fish Pier and Portland Fish Exchange:** *All*

June 23, 2021 All-day facilitated Board Meeting was announced for 9:00 to 4:00 at the International Marine Terminal O&M Building. No action

7. **Bristol Seafood** – Request for assignment of lot 12A lease and lease modification, *Peter Handy, President, Bristol Seafood*

Needelman introduced. Bristol Seafood is under contract to purchase the building located at lot 12A on the Portland Fish Pier. In the attached letter and pursuant to this purchase, Bristol's management requests the assignment of the 12A lease, an extension of its existing lease on Lot 5, and certain modifications to harmonize the 12A lease with its existing lease.

Motion: **Consistent with Exec Session statute--1 MRS 405(6)(C) & (E) the Board will go into Executive Session to discuss Agenda Items 7 (Bristol Seafood's request for lease assignment and lease amendments.)**

Motion by Meredith Mendelson, 2nd by Matt Burns

Public Comment: Rob Odlin inquired about renting space on Lot 1-1. Was instructed to work with staff.

Motion to go into executive session passed by vote of 4-0, O'connell absent.

Executive Session

Motion to go out of executive session by Ellen Sanborn, 2nd by Meredith Mendelson.
Motion passed by vote of 5-0, by all present.

Nick Mavodones relayed that the Board was excited about the proposal, but Board action would wait until documents were prepared for review. Directed Mr. Handy to work with staff. If a special meeting were needed, the Board was open to convening in July. Peter Handy thanked the Board for their consideration.

8. **Motion for Adjournment** by Ellen Sanborn, 2nd by Meredith Mendelson.
Motion passed *by vote of 5-0, by all present.*

Portland Fish Pier Strategic Planning – Meeting Notes

June 23, 2021: DRAFT MEETING NOTES

International Marine Terminal, O&M Training Room

PFFPA members: Nick Mavodones, Ellen Sanborn, Meredith Mendelson, Matt Burns, Brendan O’Connell

PFX members: Rob Odlin, until 10:30+/-, Tom Valleau, 12:00 to 1:30+/-

Staff: Jodie York, PFX, Michael Goldman, Needelman

Facilitator: Carole Martin

Public: Ben Martens, until +/-10:00, Monique Coombs, 10:00 on, John Bisnette

Intros

CM: Framing question to Group: What are your Top 3 issues to cover: Future? Whose voices are not here? Changing conditions?

1. Michael Goldman: overview of articles and deed . Reference to management agreement between City and PFFPA (get copy)

2. CM referenced background doc (Industry Listening sessions, 6/2020) Asked group: What the key changes to the seafood industry?

MM: Major shift in landings, herring and lobster likely to change moving forward.

RO: Landings parallel regulation. We have “plenty of the wrong fish.” Noted plentiful dogfish , but no buyers.

BO: Asked if the City has a role?

ES: Aske – How do we stay flexible, nimble?. There is a constant fluctuation in species – how do we react?

CM: Key – How to adapt?

RO: Suggested one example: PFFPA could pay for trucking/transport of dogfish to processing to the south

Workforce development - General agreement on the importance

BO: If boats are going to MASS, what can we do?

MM: The answer is more complicated than “lobster” – proximity to services (welder noted)

RO: Look to New Bedford, Stonington models

ES: Noted that Mass created a development model based on seafood. We need to get the boats back.

NM: Questioned what role aquaculture will play?

RO: Oyster, kelp, mussels – all need exclusive areas - a growing issues. Offshore lobsters – do we need them? Important for the boats.

ES: Is there possibility of mitigating loss of lobster revenues (fees to boats?)

RO: Or offshore offload?

MM: There are dollars available from American Recovery funds.

ES: Beware short term money. Need sustainable sources.

MM: These are 4-10 year allocations – not forever, but longer shelf life.

RO: Note Offshore wind generation also restricting access to the bottom. Regarding 4-10 funds – loss of lobster revenues is a knowable figure.

BN: noted that offshore wind is a potential source of lobster mitigation funds.

MM: Aquaculture is competing for space on water and land (docks.)

ES: Aging boats area concern. Funds would help rebuild or repower the fleet.

MB: DERA (?) EPA monies available to assist with efficient/low emissions repower projects.

MM: Development and Congestion are major questions for the future.

JY: Access to trucking and transport

NM: Question – what will be the impact of Cold Storage?

MB: Should break ground (cold storage) in 2021.

RO: Noted the completion from Europe – most fish processed here is from away.

Public invited to speak:

CM: Asked guests – what is missing from the recorded list?

MC: Whale rules will upset the lobster industry. Keeping an eye on restaurant trends and consumer perception of seafood

JB: Hard to foresee future regulation, but can expect it to change – difficult when it does.

CM: Asked the second Framing Question: What should we do? Noted issues of transparency and governance (2 boards). Form should follow function. No decisions yet, but look to the future.

NM: Have always looked at the boards has having two functions: PFPA – Land Lord. PFX – industrial operations. Problems likely come from communications.

MM: The nexus between the boards - need discussion of stakeholder feedback to the boards.

NM: Discussed the relationship between the boards. Opinion that we need the PFX.

ES: What is the anchor? The Auction? So far, yes, the auction is needed. Need to ask what else the PFX can be?

MM: How do we assess the need for the auction?

ES: Need to ask the sellers and buyers.

MM: If you ask the sellers, the price is too low. Is the auction viable? Are we being responsible to both buyers and sellers?

NM: The Auction needs resources – look to the PFPA for funds/subsidy. Won't be needed if we can get 10 boats back.

CM: Noted that we have an insufficient understanding of the seller perspective. We need to ask those questions next.

ES: This is a Fish Pier process. Should ask: What is the Fish Pier? What is the PFX role on the Fish Pier?

MM: What does the viability of the PFX do to the viability of the Fish Pier?

ES: The PFX is an important part – What part?

MM: There needs to be a point of offload worth the price (cost to unload.) Unsure that the auction is the key need. Gear yard is clearly needed.

NM: Regarding the relationship between sellers and buyers, the PFX can reach out to customers to hear.

BN: Offered to assist with outreach on request of the PFX Board.

NM: We need to make changes – Need time and need funds.

General discussion followed around the need for an auction

CM: Broader conditions is the work (?) Is there a way to keep the PFX without the auction? What is the role of public transparency?

General discussion followed on the role of and need for Public Transparency

JY: Described misconceptions of fees, limits of the auction, and the Mainers Feeding Mainers project.

CM: What information do we need – 3 Priorities?

1. Broaden the range of services to a greater diversity of harvesters.
2. Maintain Stable and robust infrastructure.
3. Create a Public Face, to demonstrate value to the community.

See flipchart for Priorities.

CM: Who else do we need to hear from?

General call outs: chefs, processors, groups (WFA, WWG, PRCC, MLU, MLDA...)

Need engagement: Marine trades associations, Dana Morris, Maine Seagrant.

By November 1st – Questions? Plan of Outreach?

MM: Noted pots of funds –

1. CARES 2.0 (\$17mill) – constrained, but likely applicable to marketing and workforce development.
2. Governor's Jobs and Recovery (\$10mill for processors/dealers) for "stuff that needs to be repaired" Likely to be approved by the legislature.
3. Infrastructure\$ from feds. - ?

Much general discussion on marketing and workforce development

BN to get \$100,000+ projects to MM ASAP (previously circulated)

- Straighten drive road
- Hydrological study/water supply stability analysis
- Bracing and piling coating/repair
- PFX equipment

Respectfully submitted

wbn

**Fish Pier Authority
FY21 Budget Status
As of June 30, 2021**

	FY21 Budget	YTD	Balance	%	FY20 YTD	FY21 vs. FY20	%
Revenue:							
<i>Miscellaneous</i>	16,820	12,641	4,179	75.2%	10,729	1,912	17.8%
<i>Berthing</i>	29,376	29,376	-	100.0%	31,357	(1,981)	-6.3%
<i>Parking</i>	348,856	345,902	2,954	99.2%	375,370	(29,468)	-7.9%
<i>Ground Rent (Leases)</i>	186,252	192,558	(6,306)	103.4%	181,553	11,005	6.1%
Total Revenue	581,304	580,477	827	99.9%	599,009	(18,532)	-3.1%
Expenditures:							
<i>Admin. and Maint. Services</i>	99,546	78,283	21,263	78.6%	38,980	39,303	100.8%
<i>Travel/Training/Meetings</i>	1,500	209	1,291	13.9%	0	209	0.0%
<i>Contractual Services</i>	19,076	13,543	5,533	71.0%	12,322	1,221	9.9%
<i>Engineering Services</i>	23,000	16,833	6,167	73.2%	1,013	15,820	1562.1%
<i>Printing/Copying</i>	400	400	0	100.0%	148	252	170.3%
<i>Equipment Repair</i>	10,000	6,520	3,480	65.2%	13,096	(6,576)	-50.2%
<i>Land/Pier/Building Repair</i>	215,000	258,819	(43,819)	120.4%	147,307	111,512	75.7%
<i>Insurance</i>	14,195	11,250	2,945	79.3%	13,079	(1,829)	-14.0%
<i>Supplies</i>	13,500	12,233	1,267	90.6%	1,580	10,653	674.4%
<i>Electricity</i>	15,000	11,592	3,408	77.3%	13,155	(1,563)	-11.9%
<i>Debt Service</i>	11,999	11,998	1	100.0%	11,686	312	2.7%
Total Expenditures	423,216	421,679	1,537	99.6%	252,366	169,313	67.1%
Net Revenues Over(Under) Expenditures	158,088	158,798	(710)		346,643	(187,845)	-54.2%



PORTLAND MAINE

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To: Portland Fish Pier Authority Board
From: Philip DiPierro, Facilities Project Manager
Date: July 21, 2021
RE: Facilities Update
CC: Kathy Alves, Facilities Director

Please find below a listing of the monthly improvements to the Portland Fish Pier by the Facilities Department:

Updates for June 2021 - July 2021

- Tech Associates is in the process of completing a work scope and RFP based on the results of the inspection of the piers and bulkhead that was recently completed.
- A water leak was discovered last month in the service lateral to the Douty Brothers building. Jimino Plumbing and Heating was hired to replace the line from the PWD water main to the building. Les Wilson & Sons was subcontracted to complete the emergency repair from the main to the meter pit outside the building. High ground water levels were observed during the water line replacement construction.
- The City is working with a local marine contractor to facilitate the repair of a list of maintenance items. The items include repairing the fender at the southeast corner of Service Pier # 1, completing the installation of the pile covers for the composite piles that were recently driven, repair of the lower whaler along the home fleet berthing area, maintenance of camel chains along the transient berthing area, etc.
- Several pier ladders are scheduled to be repaired or replaced throughout the Fish Pier complex. The City is working with two contractors to complete the work.
- The City's Water Resources Division completed catch basin cleaning and sweeping throughout the facility. The trench drains in front of the PFEX building have also been flushed and cleaned.
- Zebra Striping has been hired to complete the "work limits and access delineation" striping of the repair berth apron adjacent to the Marine Trade Center. Striping is expected to be completed in August.

Updates for April 2021 - May 2021

- Tech Associates completed the inspection, and supplied a report, of the steel and coating conditions for all Sorting Pier piles, Service Pier piles, and bulkhead sheet piles above MLW, including bracing conditions and ultrasonic steel thickness readings. The report indicates that maintenance is needed, and Facilities plans to meet with Tech Associates this week to discuss a scope of work and the RFP process.
- A water leak was discovered last month in the service lateral to the Fish Pier building. Jimino Plumbing and Heating was hired to replace the line from inside the Fish Pier building back to the PWD water main. Les Wilson & Sons completed the emergency repair from the main to the building exterior wall, and Jimino completed the installation of a new water line from the building exterior wall to the utility room. High ground water levels were observed during the water line replacement construction.
- The fender at the southeast corner of Service Pier # 1 has pulled away from the side of the

- pier and is scheduled to be repaired.
- Approximately half of the pile covers for the composite piles that were recently driven, have been received and installed. The remaining pile covers will be installed in the near future.
- Several sections of the lower whaler along the home fleet berthing area are disconnected from the bulkhead. A contractor will be hired to repair it.
- Several of the camel chains along the transient berthing area are in need of maintenance. The City is working with a contractor on the scope of work and pricing.
- Several pier ladders are scheduled to be repaired or replaced throughout the Fish Pier complex.

Updates for February 2021 - March 2021

- Tech Associates completed the inspection of the steel and coating conditions for all Sorting Pier piles, Service Pier piles, and bulkhead sheet piles above MLW, including bracing conditions and ultrasonic steel thickness readings. A condition report is expected to be submitted this month.
- The fender at the southeast corner of Service Pier # 1 has pulled away from the side of the pier and is scheduled to be repaired.
- Approximately half of the pile covers for the composite piles that were recently driven, have been received and installed. The remaining pile covers will be installed in the near future.
- Several sections of the lower whaler along the home fleet berthing area are disconnected from the bulkhead. A contractor will be hired to repair it.
- Several of the camel chains along the transient berthing area are in need of maintenance. The City is working with a contractor on the scope of work and pricing.
- The City has renegotiated the grounds maintenance contracts with Seabreeze Property Services for the 2021 through 2023 seasons. Spring cleanup is scheduled to begin this month.
- Trench drain repairs inside the Fish Exchange building have been completed.
- Repairs to several steel columns inside the Fish Exchange building have been completed.
- Several pier ladders are scheduled to be repaired or replaced throughout the Fish Pier complex.

Updates for December 2020 - January 2021

- Tech Associates has been hired to complete the inspection of the steel and coating conditions for all Sorting Pier piles, Service Pier piles, and bulkhead sheet piles above MLW, including bracing conditions and ultrasonic steel thickness readings. A report has not yet been submitted.
- The fender at the southeast corner of Service Pier # 1 has pulled away from the side of the pier and is scheduled to be repaired.
- Approximately half of the pile covers for the composite piles that were recently installed have been received. They are in the process of being installed in the Net Yard area.
- Several sections of the lower whaler along the home fleet berthing area are disconnected from the bulkhead. A contractor will be hired to repair it.
- Several of the camel chains along the transient berthing area are in need of maintenance. The City is working with a contractor on the scope of work and pricing.
- The City is in the process of renegotiating the grounds maintenance contracts with Seabreeze Property Services for the 2021 season.

Updates for October 2020 - November 2020

- The City is currently working with Tech Associates to schedule a site visit to inspect steel and coating conditions for all Sorting Pier piles, Service Pier piles, and bulkhead sheet piles above MLW, including bracing conditions and ultrasonic steel thickness readings.
- The fender at the southeast corner of Service Pier # 1 has pulled away from the side of the pier and is scheduled to be repaired.
- Pile covers are in the process of being ordered for the composite piles that were recently

installed. They will be installed once we receive them.

- Several sections of the lower whaler along the home fleet berthing area are disconnected from the bulkhead. A contractor will be hired to repair it.
- Several of the camel chains along the transient berthing area are in need of maintenance. The City is working with a contractor on the scope of work and pricing.

Updates for August 2020 - September 2020

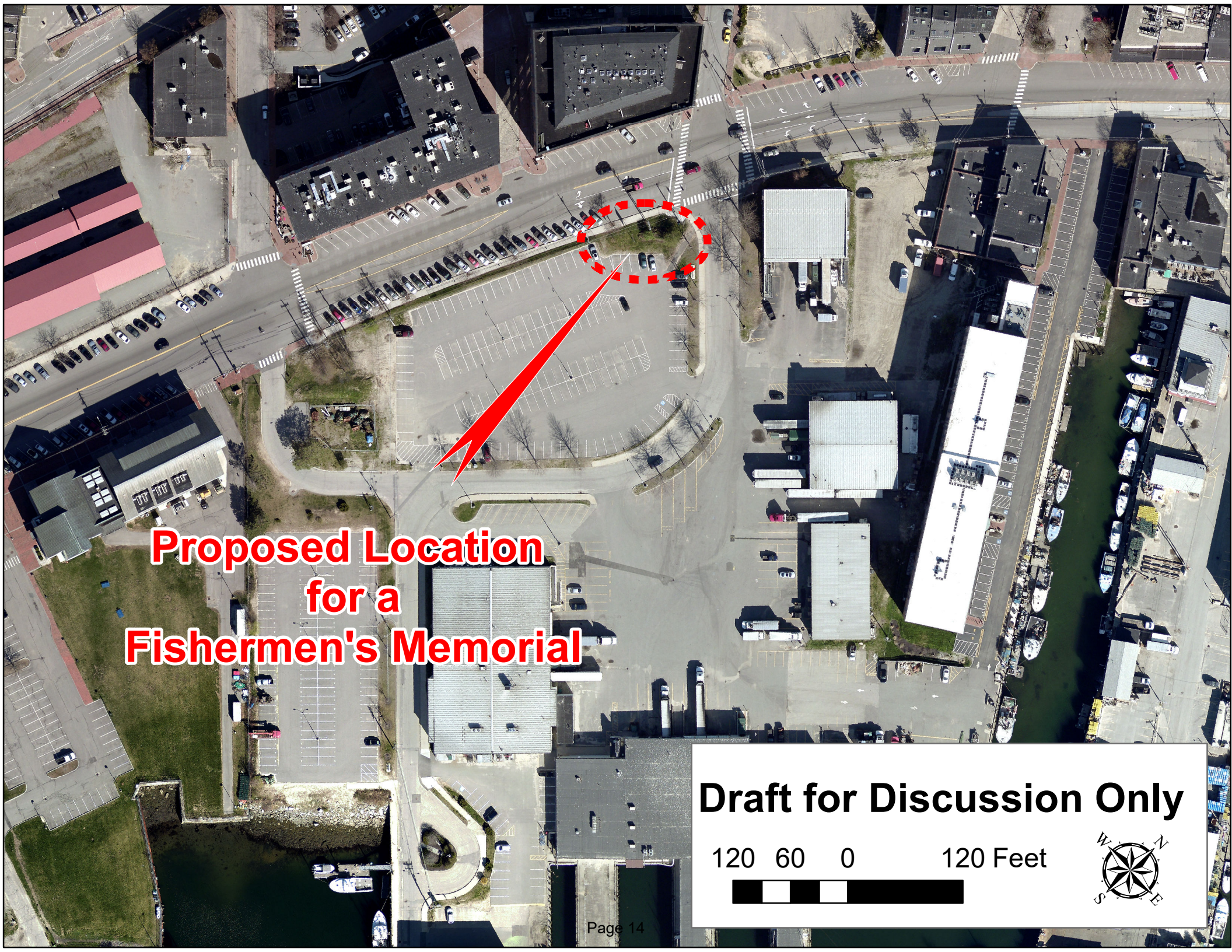
- The Cathodic Protection Project is complete. Waterworks Diving Services finished in July. The system was inspected and tested in early September and is functioning as expected.
- The paving project between the Marine Trade Center and Bristol Seafood has been completed. Parking lot striping within the limits of the newly paved area has also been completed. In addition, 3 signs have been added along the bulkhead limiting parking to 2 hours.
- Fore River Dock and Dredge completed the pile replacement project in the Net Yard area in August. They mobilized to the west side of the complex and completed replacement of worn wooden piles with the composite piles along the home fleet berthing area in early October. A total of 67 composite piles were installed.
- Fore River Dock and Dredge pulled and re-bolted a broken pile at the southeast corner of service pier 1, by Vessel Services.
- Seabreeze Property Services completed maintenance services, i.e. weeding, trash removal, sand removal, trench drain maintenance, etc. around the Fish Exchange Building. They will also be completing fall cleanup services throughout the complex in October.

Updates for June 2020 - July 2020

- The Cathodic Protection Project project is almost complete. Waterworks Diving Services completed the installation of the anodes. All that remains is for the system to be tested. Testing is scheduled for September 1st.
- Fore River Dock and Dredge will continue working on the pile replacement project around the facility where needed. Pile replacement work is expected to continue throughout the year.
- The City has hired a paving contractor to complete the grading and paving project between the Marine Trade Center and Bristol Seafood. Work is expected to be completed in August.
- Seacoast Security Co. completed the installation of two additional new security cameras along the west side of the Fish Pier near where the Marine Patrol and Harbor Master boats are berthed. We now have 4 cameras to monitor the area.
- Seasonal grounds maintenance work is ongoing throughout the complex. SeaBreeze performs weekly mowing, trimming, etc.
- Waterworks Diving Services completed cleaning of the camels around the service piers and along the transient berthing areas.

Updates for April 2020 - May 2020

- The Cathodic Protection Project has started. Waterworks Diving Services began work on June 1st at sorting pier #3 (behind Cozy Harbor).
- Fore River Dock and Dredge has pulled 21 old wooden piles, and re-installed 21 repurposed composite piles along two sides of the Net Yard area. Pile replacement work is expected to continue throughout the year.
- Tec Associates completed a proposed grading plan for approximately 7,900 square feet of the driveway and parking area at the northeast corner of the Marine Trade Center. Surface drainage and puddling in this area have been problematic. The City has met with four contractors to review the work scope for grading and paving, and is awaiting the submission of proposals to complete the work.

An aerial photograph of a waterfront area. A red dashed circle is drawn around a small grassy area at the intersection of a street and a waterfront promenade. A red arrow points from the text 'Proposed Location for a Fishermen's Memorial' to this circle. The area includes several buildings, parking lots, and a body of water with boats.

**Proposed Location
for a
Fishermen's Memorial**

Draft for Discussion Only

120 60 0 120 Feet



**CITY OF PORTLAND MAINE
PORTLAND FISH PIER INSPECTION
ABOVE MEAN LOW WATER**

Introduction

On 8 April 2021 TEC Associates concluded a multiday inspection of the Fish Pier structure above mean low water for the City of Portland, Maine. The purpose of this inspection was to determine the overall depreciation of the structure due to adverse conditions including weathering, cathodic action, and aging. Findings of this inspection include significant corrosion loss to the steel H-piles and bracing of the six finger piers, specifically in the high tide splash zone.

Broad recommendations for remediation and repair of these conditions include targeted steel repairs and recoating of the piles in the splash zone, either by cleaning and painting or by application of pile jackets. Further repair plans and details should be investigated.

Details

The Portland Fish Pier is a nearly forty-year-old structure located on the Portland waterfront behind the Gulf of Maine Research Institute, bounded by Wrights Wharf on the west and by Union Wharf on the east. The structure consists of a quay section, a pier section, and six finger piers. There are several permanent, pile supported buildings located on the Portland Fish Pier, including the Portland Fish Exchange and the Maine International Trade Center. Piers, wharf, and buildings are identified on the attached plans.

The piers and sheet pile wall were inspected by Brendan Amy and Nick Palestini of TEC Associates on the 23rd & 24th of March and on the 8th of April 2021. Weather and atmospheric conditions were favorable on all days recorded. Inspections were performed visually and physically, with scale and marine growth chipped from many sections via hammer. Measurements were noted visually and verified via tape measure, calipers, and ultrasonic thickness gauge. The inspection was performed via access from the sash and girt bracing and by boat. No underwater inspection was performed at this time.

For the purposes of this inspection, the high tide splash zone is defined as Mean Low Water (MLW) +9.00 to +13.00. The tidal range is defined as MLW 0.00 to +9.00. Actual tidal datum provided by NOAA (noaa.gov) specifies MLW as +0.34 and Mean High Water (MHW) as +9.22.

Sheet Pile Pier and Quay

The main pier, encompassing the Marine Trade Center, and the quay, encompassing the Portland Fish Exchange, consists of a total of 1,750 linear feet of interlocking steel sheet piles and cast-in-place concrete cap. Construction of the quay includes backfilled

interlocking steel sheet piles and steel channel wales tied to buried deadmen with steel tie rods running north-south. The pier section is comprised of the same backfilled interlocking steel sheet piles and wales with buried tie rods running east-west between walls rather than to deadmen. Sheet piles are called out on the original plans as PZ-38, but are actually constructed of U sections.

There is no cathodic protection system on the sheet piles. The paint coating system on the sheet piles was redone in 2004. What remained of the original paint coating system was removed by high water jetting in the tidal range, and a new two-part coating system was applied. The effort proved ineffective, and much of the coating system failed in less than two years. Investigations revealed that the sheet pile surfaces had not been properly prepared prior to original installation and lacked surface profile. Any future coatings applications will need to include proper surface profiling, which adds significant cost.

In 1993 and 1995, portions of the tie-rods running east-west at the main pier south of the Marine Trade Center failed, causing the sheet piles to bow out. At each occurrence, the tie rods were repaired. Further strengthening of select tie rods was conducted in 1997. At this time, all tie rods from the south end of the pier to the north end of the Marine Trade Center have been repaired or strengthened.

Sorting and Service Piers

The original sorting and service piers are free standing steel H-pile supported structures. Sorting Piers 1, 2, & 3 are constructed of HP 14x102 sections, with Service Piers 1 and 3 of HP 14x89 sections and Service Pier 2 of HP 12x74 sections. The Sorting Pier 1 Extension was constructed in 2006 and sits on driven precast concrete 12" square piles.

Sorting and Service Piers are generally braced with 3" x 5" x 1/2" angles in both the lateral and longitudinal directions as diagonals, and double 4" x 4" x 1/2" angles as horizontal girts and sashes. Sorting Pier 2, as an exception, is braced laterally with three equally spaced C 12x30 steel channels.

Decks consist of cast-in-place concrete pile caps with one-way slabs. The Sorting Pier 1 Extension is constructed of prestressed concrete piles, pile caps, and double tee sections with a cast-in-place deck.

Steel H-Piles have seen routine anode replacements, installed roughly every ten years over the lifespan of the structure, with the latest complete anode replacement concluding in 2020. Testing post-installation proved that the anode system was working as intended; however, the paint coating system on the steel piles and bracing is original and is failing in the tidal range. Proper protection of the piles requires the paint coating system working in conjunction with the cathodic protection system, and failure of one system increases the burden on the other.

Fender System

The fender system allows berthing access on the east and west faces of the sheet pile pier and at the finger piers. The fender system consists of treated timber piles on six-foot

centers, an intersecting top wale and chocking blocks, and access ladders and mooring cleats. The east face of the main pier includes additional floating composite camels on guide chains. The outside corners of the quay and the finger piers are protected with timber pile dolphins bundled with steel wire rope. There is no fender system on the landward faces of the sheet pile bulkhead.

The eastern section of the quay, from the boundary with Cumberland Wharf to Sorting Pier 1, has had most timber fender piles replaced one-for-one with relay composite piles pulled from the Maine State Pier. Pile spacing is on a slightly shorter center-to-center spacing in this section.

Condition

Fender System

The fender system is in typical condition, with the exception of a few items of maintenance. Minor repairs to fender piles, chocking blocks, and ladders are called out on the attached Fish Pier plans. A detailed inspection of the Fender System was not provided, as routine repairs appear to be conducted on a frequent basis.

Sheet Pile Pier and Quay

The sheet pile bulkhead steel is in good condition overall. Visible surface corrosion in the splash zone is generally 1/16" loss with some scale. Remaining section thickness was confirmed with electronic thickness gauge measurements along the full length of the sheet pile wall. Pile design thickness, based on original design plans, is 0.600". Measured thicknesses were all within tolerances and range between 0.611" and 0.483". Areas with loss averaged 0.554" remaining, for roughly 0.046" or 3/64" average loss.

The coating system on the bulkhead has largely failed in the splash zone (+10.00 to +13.00); however, in the tidal range (MLW to +10.00), the coating system appears in fair condition. From +8.00 down, the surface has developed some marine growth, with heavy marine growth obscuring the sheet pile surface completely from MLW below. It is likely that the marine growth provides some level of protection to the sheet pile.

Service and Sorting Piers

Overall findings included significant corrosion loss to the steel H-piles and bracing system and failure of the coating system. All corrosion is localized in the high tide splash zone, a two- to three-foot-tall strip just above the mean high-water line (MHW) at approximately +9.50. This area is almost entirely shaded by the deck and consistently gets wet via wave or tidal action, yet sees little to no benefits from the anodes, which require full submersion.

General conditions of 1/16" to 1/8" of corrosion loss exist across all piles in the splash zone. Isolated piles have up to 1/4" of corrosion loss, with a few near steel failure of the flange section. Specific conditions for each pile were recorded in the field and included later in this report.

Steel diagonal bracing gussets and angles are in similar condition to the piles, with all top connections located in the area of heaviest corrosion. Corrosion of the bracing is uniform across the splash zone, with much of the diagonal lateral and longitudinal bracing corroded to between 25% to 50% or less of remaining net section. Conditions outside of this range are included with the pile details below.

The finger pier deck is in generally good condition, with localized minor cracks in the cast-in-place concrete pile caps. Horizontal sash and girt bracing near the low water line are in generally good condition and the original coating system is largely holding.

Corrosion values for individual piles are given below. Values indicate overall section loss and are given in 1/16" increments for estimation of total section remaining. For example, piles at the Sorting Piers have flanges 11/16" thick. 1/8" corrosion loss to both faces of a pile flange, for a total loss of 1/4" of section thickness. This approximates to an overall reduction in net flange section of over 30%, leaving the pile flange at less than 70% effective compared with original design strength.

Recommendations

Corrosion loss in a marine environment is a constant, due to the incessant corrosive and abrasive nature of the waterfront environment. Maintenance of these waterfront structures is frequent and costly. Design lifespans of these structures are also much reduced compared to landward structures, and often enter triage stage repairs much more quickly.

Due to the intricate and costly nature of removing and reapplying the paint coating system, it had been previously recommended that allowing the steel bracing to rust out may be a feasible option. This was ultimately the route that has been taken, and the Fish Pier is now in need of widespread bracing replacement. One for one bracing replacement may not be advisable, and a reconfiguration of the bracing is worth investigation.

The H-piles have proven to be well protected below MLW by the cathodic protection system and original paint coating system. Some of this protection allows itself to the piles in the lower tidal range; however, the splash zone sees no benefit due to the lack of consistent submersion and the decline of the protective paint coating system. Targeted steel repairs to flanges of piles exceeding 3/8" loss or more would be prudent, followed by widespread jacketing or a reapplication of a protective paint coating system.

The Fish Pier is a nearly forty-year-old structure. To this date, various maintenance and repairs have been completed at the Fish Pier. None of the repairs or maintenance have proven particularly unparalleled in cost or difficulty, and most have proven worthwhile investments.

At this juncture, it is recommended that repairs on the bracing and pile sections be made at the Fish Pier. With appropriate repairs and maintenance, the structure should see a reasonable extension of service life. Specific repair details, including possible bracing reconfiguration, specific pile repairs, and corrosion prevention coatings, should be investigated in a further report.

Final Note

The piles have not had a targeted underwater inspection since 2004. Piles were inspected in a cursory nature during the inspection of the cathodic protection system in 2018 and 2020, but finite battery and air supplies required targeted action on the anodes themselves. It is strongly advised that an underwater inspection of the piles be performed, with targeted areas at the mudline in particular.

The City of Portland recently secured funding for a large-scale dredging project encompassing much of Portland Harbor. With inevitable settlement of the mud line due to the planned dredging, it may be worthwhile to perform the underwater inspection of the piles after the dredging project wraps up.

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Pile Inspection**Notes:**

1. "North" is defined as facing Commercial Street, "South" as facing South Portland. Finger piers are attached to the south faces of the main pier and quay.
2. Piers and piles are numbered from east to west, and bents are numbered from north to south.
3. "Service" piers are attached to the main pier, south of the Marine Trade Center. "Sorting" piers are attached to the quay, south of the Fish Exchange building.
4. Piles, piers, and facilities are located on the attached Portland Fish Pier plan.
5. All corrosion described below occurs in the high tide splash zone without exception, including the upper bracing gussets and upper end of lateral and longitudinal bracing.
6. Diagonal angle conditions are listed with piles for identification purposes, as corrosion to these angles occurs in direct proximity to the gusset plates.

Steel Pile Configuration:

<u>Service Piers</u>	<u>Bent</u>	<u>No. of Piles / Bent</u>
1	1 – 6	2
2	1 – 4	2
3	1 – 6	2

<u>Sorting Piers</u>	<u>Bent</u>	<u>No. of Piles / Bent</u>
1 – 3	1 – 7	4
1 Extension	1	4
1 Extension	2 – 5	6

Service Pier 1:

Bent 1	P1	1/8" corrosion. South longitudinal bracing gusset to 0%, angle to 15%. West lateral bracing gusset to 15%, double angles both to 15%. Concrete beam cracked and breaking off around flanges inside.
	P2	1/16" corrosion. South longitudinal bracing gusset to 5%, angle to 15%. East lateral bracing gusset to 5%, angle to 10%. Concrete beam cracked minor on bottom, runs from south pile flanges to west side.

Bent 2	P1	1/16" corrosion, up to 1/8" in places. West lateral gusset to 25%, double angles both to 25%. South longitudinal gusset to 0%, angle to 25%.
	P2	1/8" corrosion. Both longitudinal gussets and east lateral gusset to 5%, angles all to 10%.
Bent 3	P1	1/16" corrosion generally, up to 1/8" at +11.00. North longitudinal gusset to 0%, longitudinal angle to 25%. South longitudinal gusset to 0% and fully disconnected, longitudinal angle to 20%. West lateral gusset to 10%, double laterals both to 15% with heavy scale. Concrete beam cracked at inside face of pile.
	P2	3/16" corrosion. Both longitudinal gussets and east lateral gusset to near 0%, all angles to 10%.
Bent 4	P1	1/8" corrosion. North longitudinal gusset to 5%, angle to 10%. South longitudinal gusset to 0% and fully disconnected, angle to 10%. West lateral gusset to 10%, double angles both to 10%.
	P2	1/8" to 3/16" corrosion. North longitudinal gusset to 0%, angle to 0%, fully disconnected. South longitudinal gusset to 0%, angle is broken.
Bent 5	P1	1/8" corrosion. North longitudinal gusset to 5%, angle to 20%. South longitudinal gusset to 10%, angle to 20%. West lateral gusset to 10%, double angles north to 0%, south to 20%.
	P2	1/8" corrosion to east flanges. NW flange 3/16" corrosion. SW flange to 0% at +11.00 with 3"-4" edge loss. North longitudinal gusset to 5%, angle to 15%. South longitudinal gusset to 0% and disconnected.
Bent 6	P1	1/8" corrosion +9.00 to +13.00, heavier at +11.00 down, up to 3/16" corrosion on north flanges with south flanges to 5-10%. North longitudinal gusset to 15%, angle to 15%. East lateral gusset to 5%, double angles to 15%.
	P2	1/16" corrosion to north flanges. SW flange 1/8" corrosion. SE flange 1/4" corrosion, to 10%. North longitudinal gusset to 0%, angle to 5%. Outside (west) longitudinal angle bent inward 3/4" at lower quarter point with double girt angles both bent minor.

Service Pier 2:

Bent 1 P1 1/16" corrosion, up to 1/8" in places.
 P2 1/16" corrosion, up to 1/8" in places.

Bent 2 P1 1/16" corrosion.
 P2 1/16" corrosion.

Bent 3 P1 1/16" corrosion.
 P2 1/16" corrosion.

Bent 4 P1 1/16" to 1/8" corrosion.
 P2 1/16" corrosion.

Bracing Lateral bracing consists of three (3) straight channels, with the top channel located in the splash zone. This top channel has general 1/8" corrosion at each bent. Longitudinal bracing system is typical diagonal angles with some to heavy corrosion in the splash zone. Overall bracing system is between 25% and 50% effective.

Service Pier 3:

Bent 1 P1 1/16" corrosion, up to 1/8" in places.
 P2 1/8" corrosion. Heavier NE flange, to near 0%.

Bent 2 P1 1/8" corrosion. Heavier SW flange, 3/16" corrosion both faces.
 P2 1/8" corrosion.

Bent 3 P1 1/16" corrosion, up to 1/8" at +13.00.
 P2 1/16" to 1/8" corrosion.

Bent 4 P1 1/8" corrosion on north flanges. SW flange with 3" edge loss 10" long at 2' mark, near 0%. SE flange heavy corrosion, 1/8" section.
 P2 1/16" corrosion.

Bent 5 P1 Minor corrosion, coating system 60% effective.
 P2 Minor corrosion, coating system 40% effective.

Bent 6 P1 1/8" corrosion to north flanges. South flanges 3/16" corrosion with heavy scale.
 P2 Minor corrosion, coating system 30% effective. Heavy delamination on SE flange outside face 1" wide by 10" long.

Bracing Longitudinal gussets 10% effective, longitudinal angles between 5%-20% effective. Lateral gussets to 5%-15%, heavy scale on lateral angles, less than 50% effective.

Sorting Pier 1:

Bent 1	P1	1/16" to 1/8" corrosion. South longitudinal gusset to 5%, angle to 20%. East lateral gusset to 50%, angle to 50%.
	P2	1/16" to 1/8" corrosion. South longitudinal gusset to 0%. East lateral gusset to 5%, angle to 50%. West lateral gusset to 10%, angle to 50%.
	P3	1/8" corrosion. South longitudinal gusset to 5%. East lateral gusset to 10%, angle to 15%. West lateral gusset to 10%.
	P4	1/8" corrosion. West lateral angle to 15%.
Bent 2	P1	1/16" to 1/8" corrosion.
	P2	1/16" to 1/8" corrosion.
	P3	1/16" to 1/8" corrosion.
	P4	1/8" corrosion, up to 3/16" at 2' mark.
Bent 3	P1	3/16" corrosion, up to 1/4" SE flange.
	P2	3/8" to 1/4" corrosion at +13.00, 1/4" remaining SE flange, 3/8" remaining NE flange.
	P3	3/8" corrosion at +13.00, up to 1/2" SW flange both faces, 1/4" remaining.
	P4	1/16" to 1/8" corrosion.
Bent 4	P1	1/8" corrosion. Heavier NE flange, up to 1/4" corrosion both faces.
	P2	1/4" corrosion both north flanges. SW flange 3/16" corrosion. SE flange 1/16" corrosion.
	P3	3/16" to 1/4" corrosion.
	P4	3/16" to 1/4" flange corrosion, web 1/8" corrosion. Concrete beam has two (2) 8" long hairline cracks at SW flange.
Bent 5	P1	1/16" to 1/8" corrosion, coating system 50% effective.
	P2	1/16" corrosion, coating system failed.
	P3	1/16" to 1/8" corrosion to north flanges, south flanges ok, coating system 70% effective.
	P4	Minor corrosion, coating system 80% effective. Concrete beam has 2' long, longitudinal crack along west bottom edge at south.

Bent 6	P1	1/16" to 1/8" corrosion, coating system 65% effective. NE flange 1/8" edge loss. North girt missing (2) of (3) bolts.
	P2	1/16" corrosion, up to 1/8" NW flange, coating 60% effective.
	P3	1/16" corrosion, up to 1/8" corrosion on south flanges, coating system 75% effective.
	P4	1/8" corrosion, coating system failed below 2' mark.
Bent 7	P1	1/16" to 1/8" corrosion.
	P2	1/16" to 1/8" corrosion.
	P3	1/16" to 1/8" corrosion.
	P4	1/16" to 1/8" corrosion.

Sorting Pier 1 Extension:

Bent 1	P1-4	General 1/2" to 3/4" concrete washout at each corner. Four (4) pile bent. Piles (1) and (4) are battered east/west. 12" x 12" square precast concrete piles.
Bent 2-5	P1-6	Six (6) precast pile with (1) and (6) battered east/west, (2) and (5) battered north/south. 12" x 12" square precast concrete piles.
Bent 2	P1	3/4" typical concrete washout loss on each corner, concentrated at low tide line, tapers off to full section roughly one to two feet above and below MLW.
	P2	1/2" typical loss.
	P3	3/4" typical loss.
	P4	1" typical loss.
	P5	3/4" typical loss.
	P6	1" typical loss.
Bent 3	P1	3/4" typical loss.
	P2	1-1/4" typical loss.
	P3	1/2" typical loss.
	P4	3/4" to 1" typical loss.
	P5	1/2" typical loss.
	P6	1/2" typical loss.
Bent 4	P1-5	All necked or rounded minor, 1/2" typical loss.
	P6	3/4" typical loss.
Bent 5	P3	3/4" typical loss.
	P4	3/4" typical loss.
	P5	1/2" typical loss. Broken at top west face at concrete cap, 2" x 12" wedge broken out, reinforcing exposed and corroding heavy.
	P6	3/4" typical loss.

Sorting Pier 2:

Bent 1	P1	3/16" corrosion, up to 1/4" in places.
	P2	1/4" corrosion, coating system 0% effective.
	P3	3/16" corrosion, up to 1/4" in places, coating system 0% effective.
	P4	3/16" corrosion, coating system 10% effective.
Bent 2	P1	3/16" corrosion.
	P2	1/8" corrosion.
	P3	1/8" corrosion.
	P4	1/16" to 1/8" corrosion.
Bent 3	P1	3/16" corrosion, up to 1/4" in places.
	P2	3/16" corrosion, up to 1/4" in places. Sash brace missing (1) of (3) bolts at gusset connection, angles too short. Concrete deck slab has seven (7) minor longitudinal cracks between P2-P3.
	P3	3/16" corrosion. Heavier SE flange, 1/4" corrosion.
	P4	3/16" corrosion. Heavier SW flange, 1/4" corrosion.
Bent 4	P1	1/8" corrosion.
	P2	1/8" corrosion, up to 3/16" in places.
	P3	1/8" corrosion.
	P4	3/16" corrosion, up to 1/4" in places.
Bent 5	P1	3/16" corrosion.
	P2	3/16" corrosion.
	P3	3/16" corrosion.
	P4	1/4" corrosion. Bent 5 bracing gussets all 10% effective.
Bent 6	P1	3/16" corrosion, up to 1/4" in places.
	P2	1/8" corrosion. North girt connection missing (1) of (3) bolts, angles too short.
	P3	1/8" corrosion, up to 3/16" in places.
	P4	3/16" corrosion, up to 1/4" in places. North longitudinal connection missing (1) of (3) bolts, angle too short.
Bent 7	P1	1/16" corrosion, up to 1/8" in places.
	P2	1/8" corrosion. South longitudinal gusset to 5%.
	P3	1/8" corrosion.
	P4	1/8" corrosion, up to 3/16" in places. East lateral gusset 90% effective.

Sorting Pier 3:

Bent 1	P1	1/8" corrosion.
	P2	1/8" corrosion.
	P3	1/8" corrosion, up to 3/16" in places.
	P4	1/8" corrosion, 3' long existing pile wrap above bottom bracing, not long enough. Bracing 40%-50% effective.
Bent 2	P1	1/8" corrosion. West bottom lateral connection missing (1) of (3) bolts, angle too short.
	P2	1/8" corrosion.
Bent 2 (Cont.)	P3	1/8" corrosion.
	P4	1/8" corrosion, up to 3/16" in places. Bracing 40%-60% effective.
Bent 3	P1	1/8" corrosion. Heavier SE and NE flanges, up to 3/16" corrosion.
	P2	3/16" corrosion. South girt connection missing (1) of (3) bolts, angle too short.
	P3	3/16" corrosion.
	P4	1/8" to 3/16" corrosion.
Bent 4	P1	1/8" corrosion, up to 3/16" in places.
	P2	1/8" corrosion. West bottom lateral connection missing (1) of (3) bolts.
	P3	1/8" corrosion. Up to 3/16" in places. South bottom longitudinal connection missing (1) of (3) bolts.
	P4	1/8" corrosion.
Bent 5	P1	1/8" corrosion.
	P2	1/8" corrosion.
	P3	1/8" corrosion.
	P4	1/16" to 1/8" corrosion. Bracing gussets generally to 25% effective, bracing angles to 50%-75% effective.
Bent 6	P1	Minor corrosion.
	P2	1/8" corrosion.
	P3	3/16" to 1/4" corrosion. West bottom lateral connection missing (1) of (3) bolts.
	P4	1/8" to 3/16" corrosion. Bracing gussets generally to 25% effective, south longitudinal angles to 15% effective.

Bent 7

P1	1/8" to 3/16" corrosion. Heavier NE flange, 1/4" corrosion.
P2	3/16" corrosion.
P3	3/16" corrosion.
P4	3/16" corrosion.

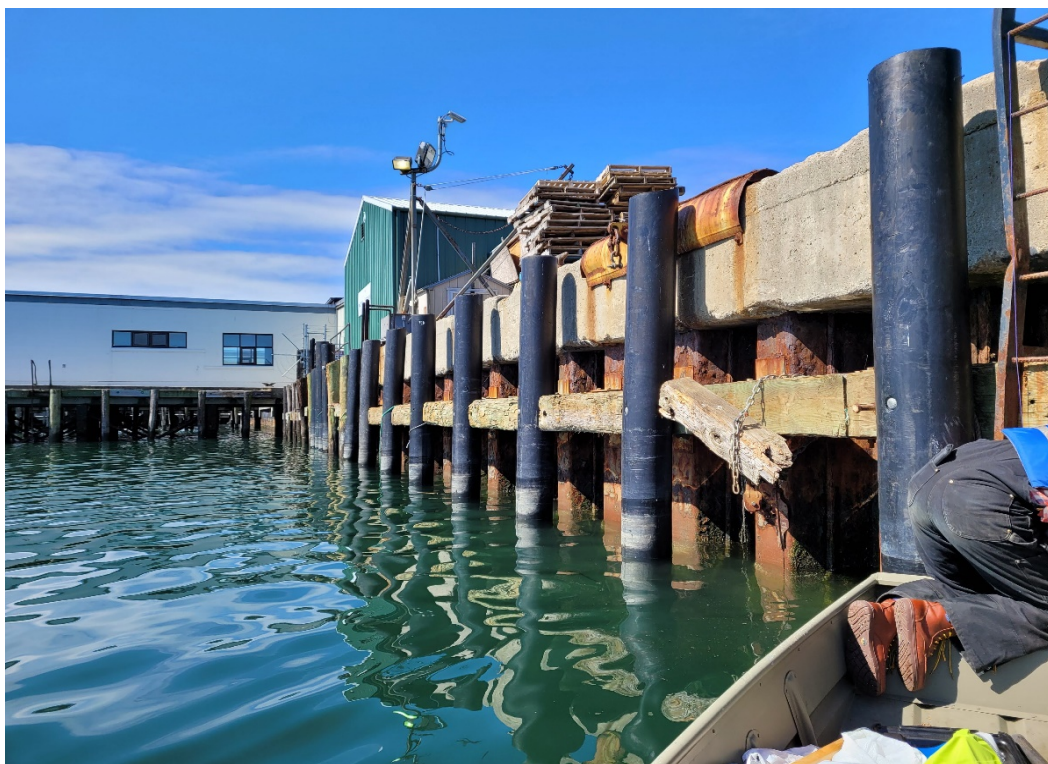
Bracing gussets and angles to 25% effective.



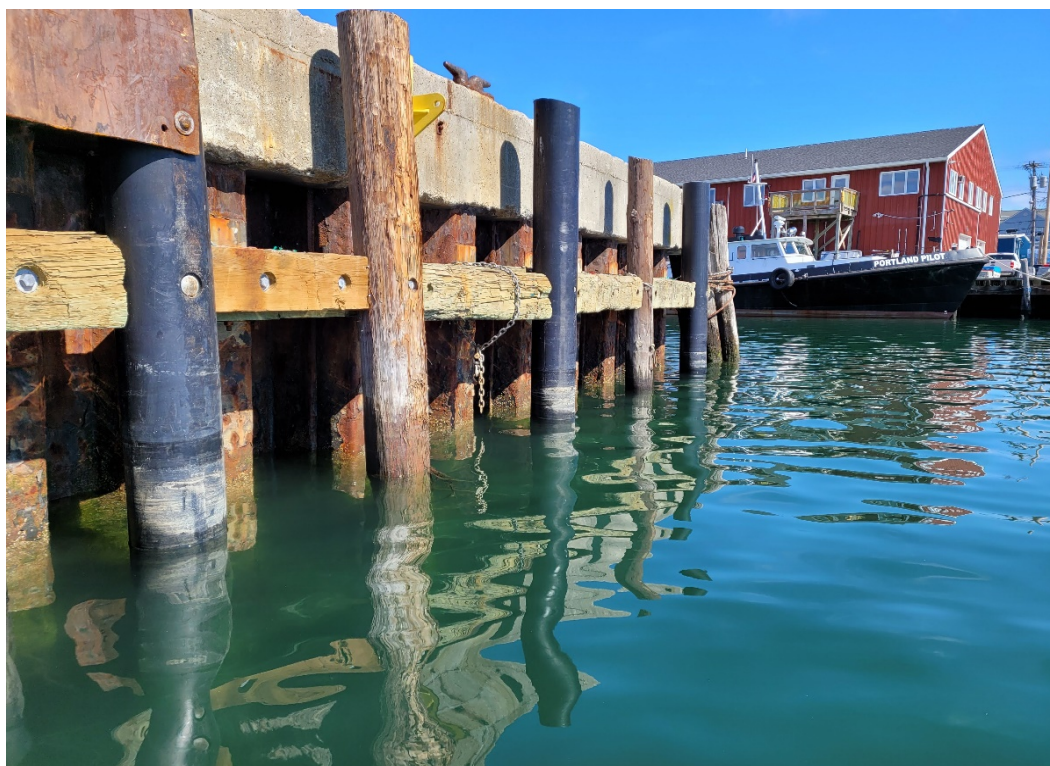
Picture #1
Overview Picture (Stock Photo)



Picture #2
Looking north at the Fish Exchange between Sorting Piers 2 & 3



Picture #3
Looking West along south face of the Net Yard



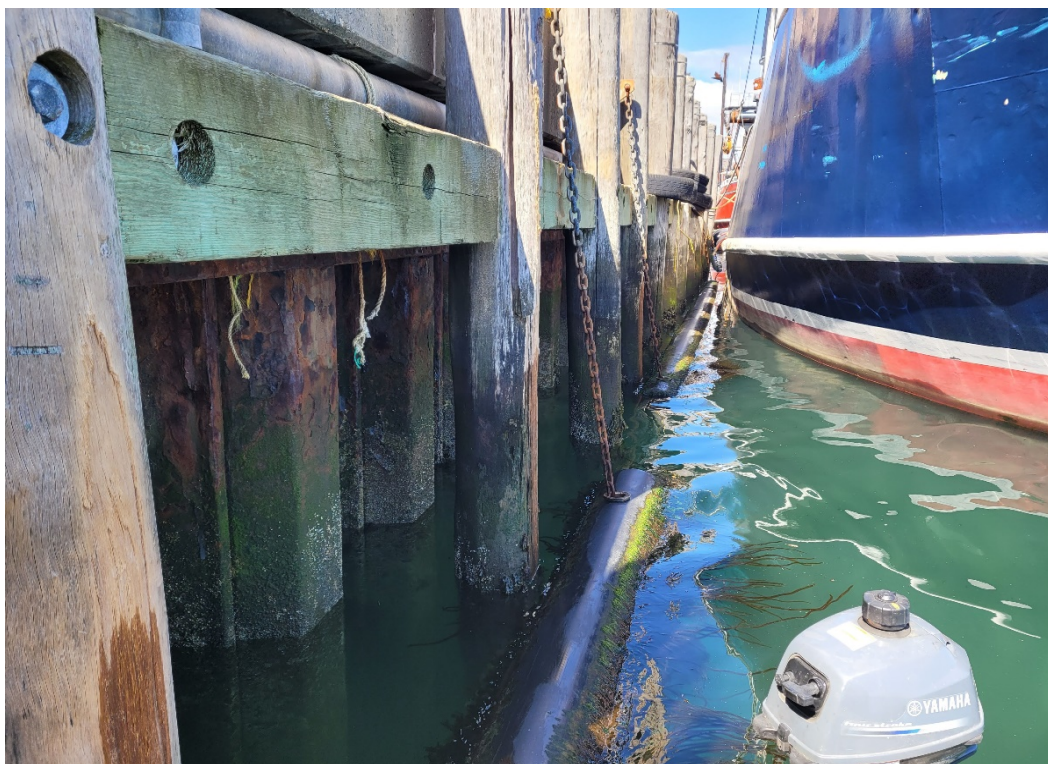
Picture #4
Looking East along the south face of the Net Yard



Picture #5
Typical sheet pile conditions between sorting piers



Picture #6
Looking south along east side of main pier



Picture #7
Typical fender and sheet pile conditions



Picture #8
Typical sheet pile conditions beneath sorting piers



Picture #9
Deck of Sorting Pier 1 Extension



Picture #10
Loose/missing ladder bolts at Sorting Pier 3 Extension



Picture #11
Looking south at Sorting Pier 1 Bent 2



Picture #12
Looking north at Sorting Pier 1 Bent 1 and sheet pile



Picture #13
Typical bracing



Picture #14
Typical conditions



Picture #15
Typical conditions (fair)



Picture #16
Typical conditions (poor)



Picture #17
Typical heavy corrosion and scale to longitudinal diagonal bracing



Picture #18
Typical heavy corrosion and scale to lateral diagonal bracing



Picture #19
Typical scale and corrosion at sorting piers



Picture #20
Typical heavy scale and corrosion at sorting piers



Picture #21
Heavy corrosion loss to H-pile flange



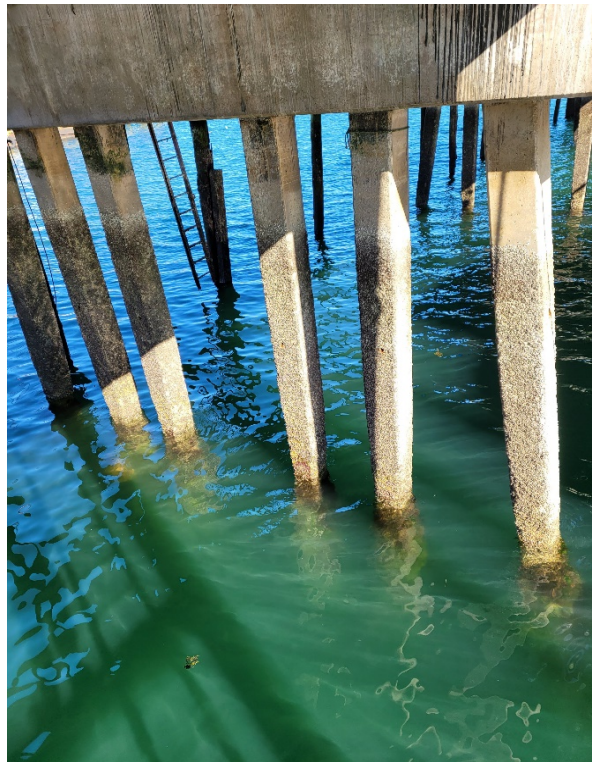
Picture #22
Heavy scale and corrosion loss



Picture #23
Service Pier 1, Bent 5, Pile 2



Picture #24
Heavy scale and corrosion at Sorting Pier 3



Picture #25
Sorting Pier 1 Extension



Picture #26
Sorting Pier 1 Extension



Picture #27
Sorting Pier 1 Extension, Bent 5



Picture #28
Sorting Pier 1 Extension, Bent 5, Pile 5



Picture #29
Concrete pile section loss



Picture #30
Concrete pile section loss

CITY OF PORTLAND, MAINE
EXECUTIVE DEPARTMENT
PUBLIC BUILDINGS DIVISION

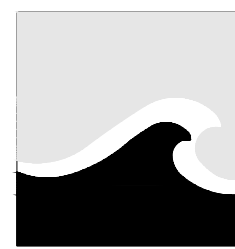


PORTLAND FISH PIER
STRUCTURAL INSPECTION



LIST OF SHEETS

1. SERVICE PIERS #1 & #3
2. SERVICE PIER #2
3. SORTING PIERS #1, #2, & #3 - PLAN VIEW
4. SORTING PIERS #1, #2, & #3 - SECTION VIEWS
5. FENDER SYSTEM REPAIRS - 1 OF 3
6. FENDER SYSTEM REPAIRS - 2 OF 3
7. FENDER SYSTEM REPAIRS - 3 OF 3
8. FENDER SYSTEM REPAIR DETAILS



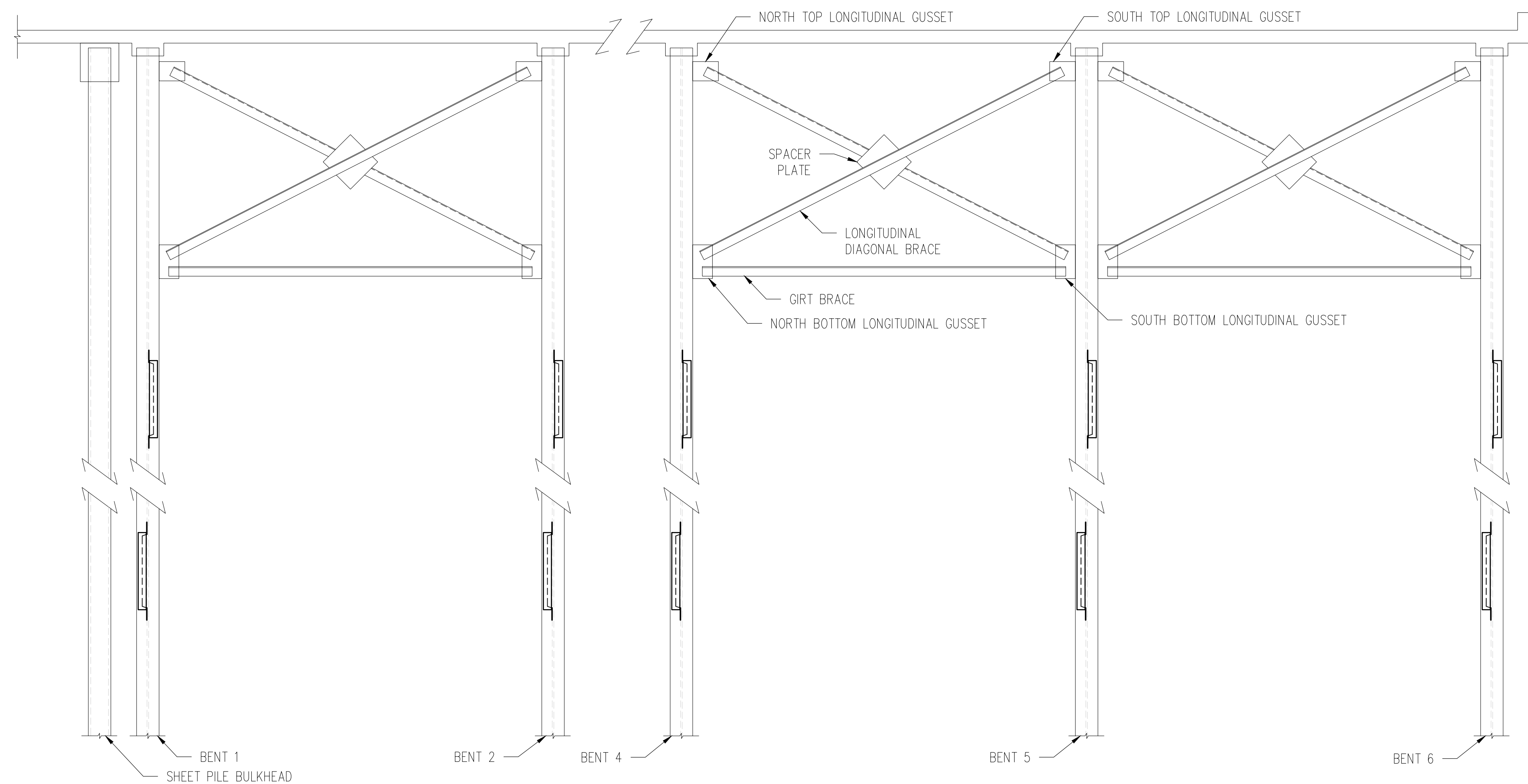
TEC ASSOCIATES

CONSULTING
ENGINEERS

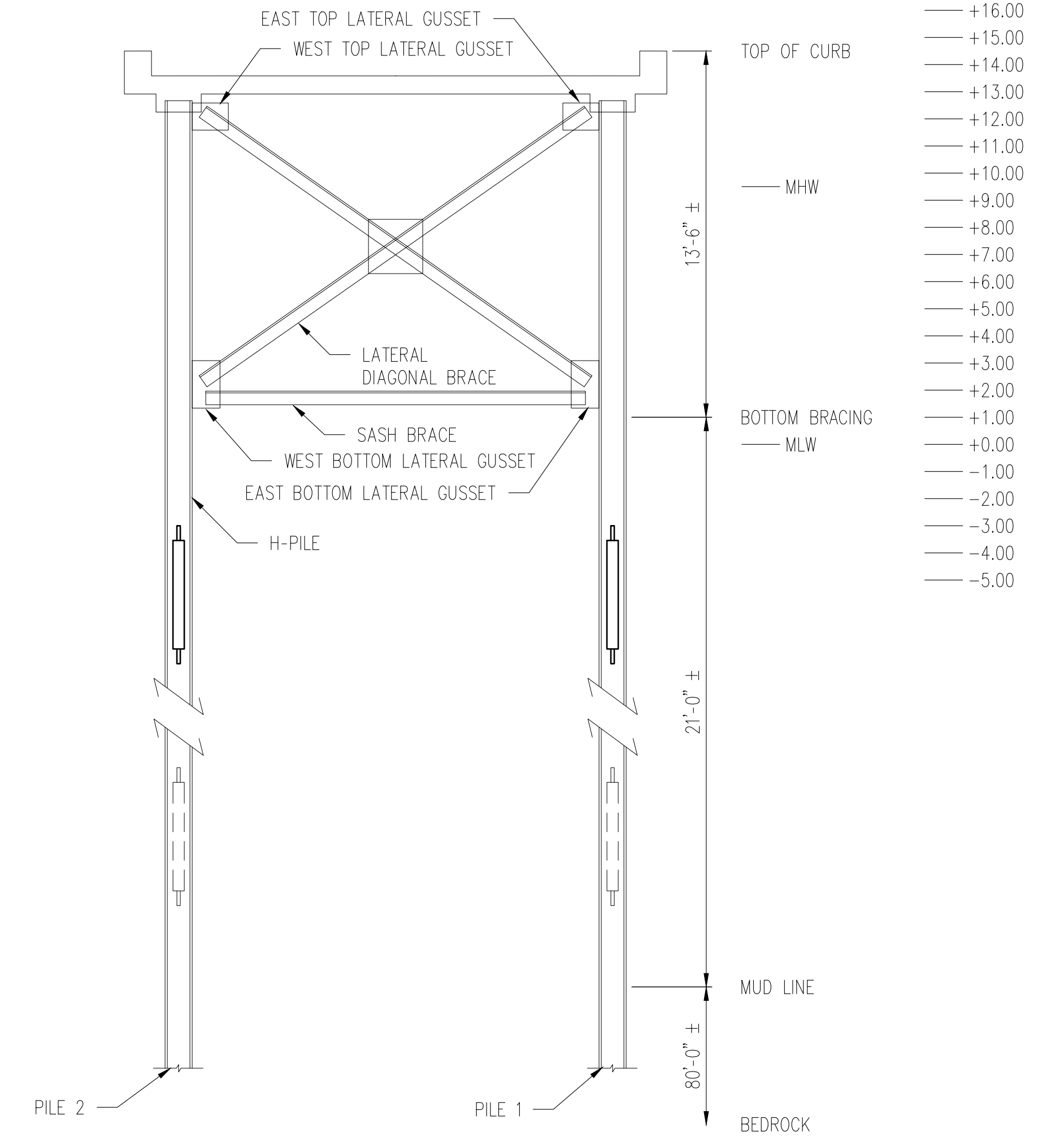
46 SAWYER STREET, SOUTH PORTLAND, MAINE 04106

TEC ASSOCIATES CONSULTING
ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

SCALE	N.T.S.	DATE	10 APRIL 2021
JOB NUMBER 2001-5	DRAWN BY BEA	DESIGNED BY	DRAWING NO. COVER



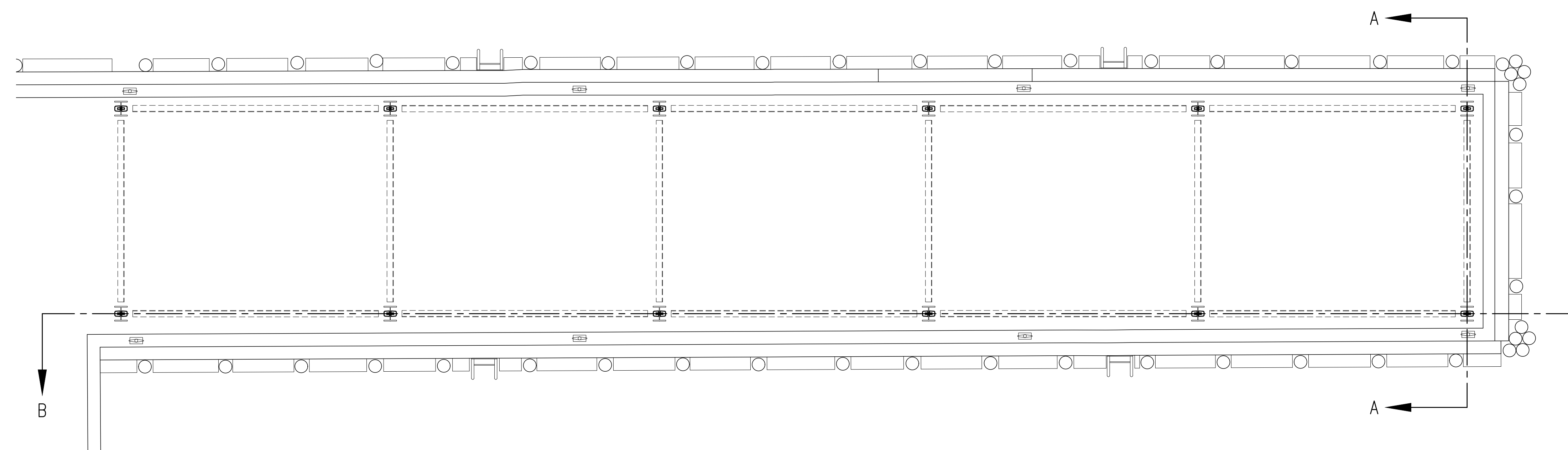
SERVICE PIERS #1 AND #3 - SECTION B-B



SERVICE PIERS #1 AND #3 - SECTION A-A

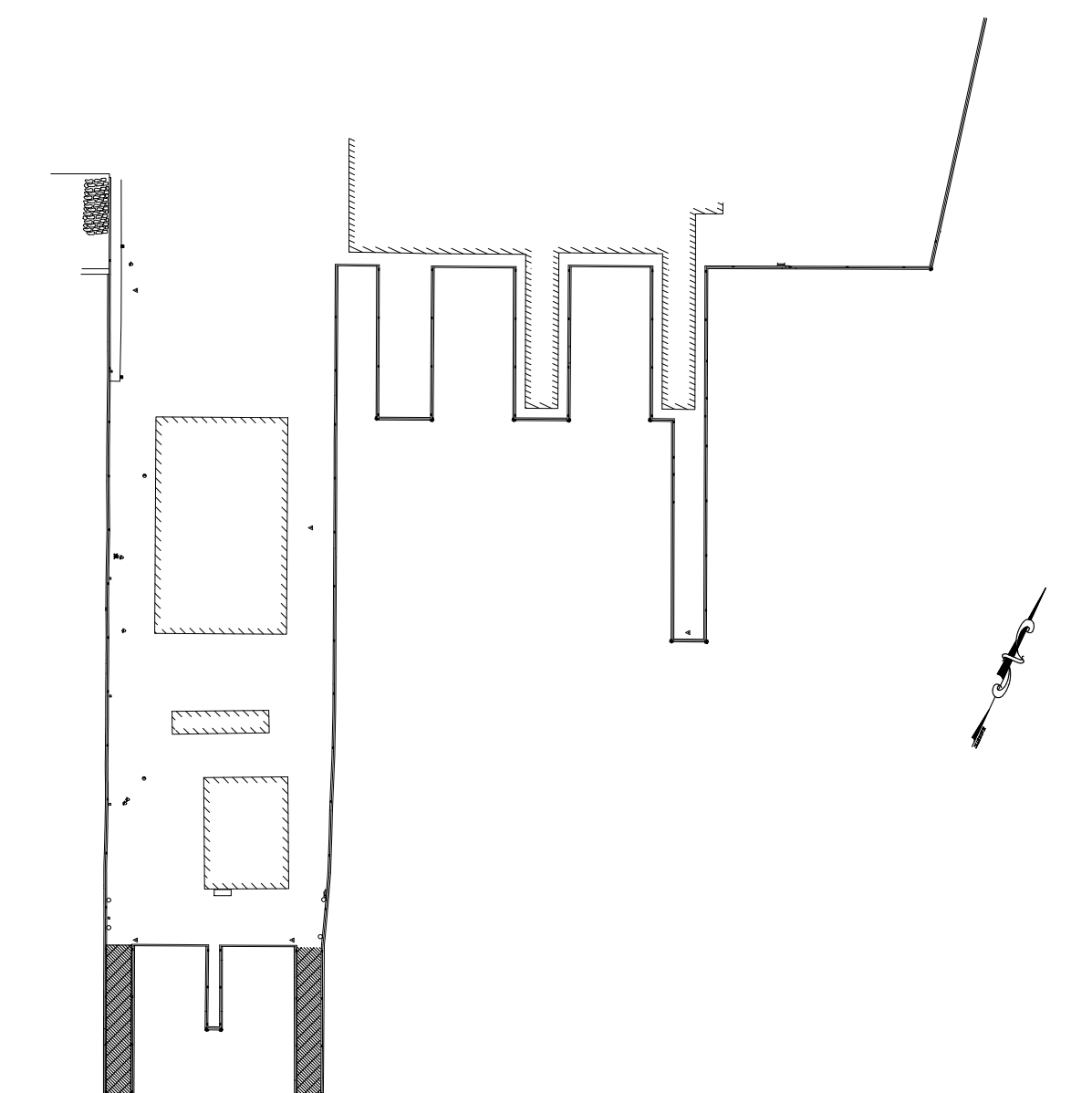
NOTES

1. H-PILES ARE H 14 x 89 TYPICAL.
2. DIAGONAL BRACES ARE $\angle$ 5" x 3" x $\frac{1}{2}$ " TYPICAL.
3. GIRT AND SASH BRACES ARE (2) $\angle$ 4" x 4" x $\frac{1}{2}$ " TYPICAL.
4. PLATES ARE $\angle$ $\frac{1}{2}$ " TYPICAL.



SERVICE PIERS #1 AND #3 - PLAN VIEW

SCALE $\frac{1}{8}$ " = 1'-0"



KEY PLAN

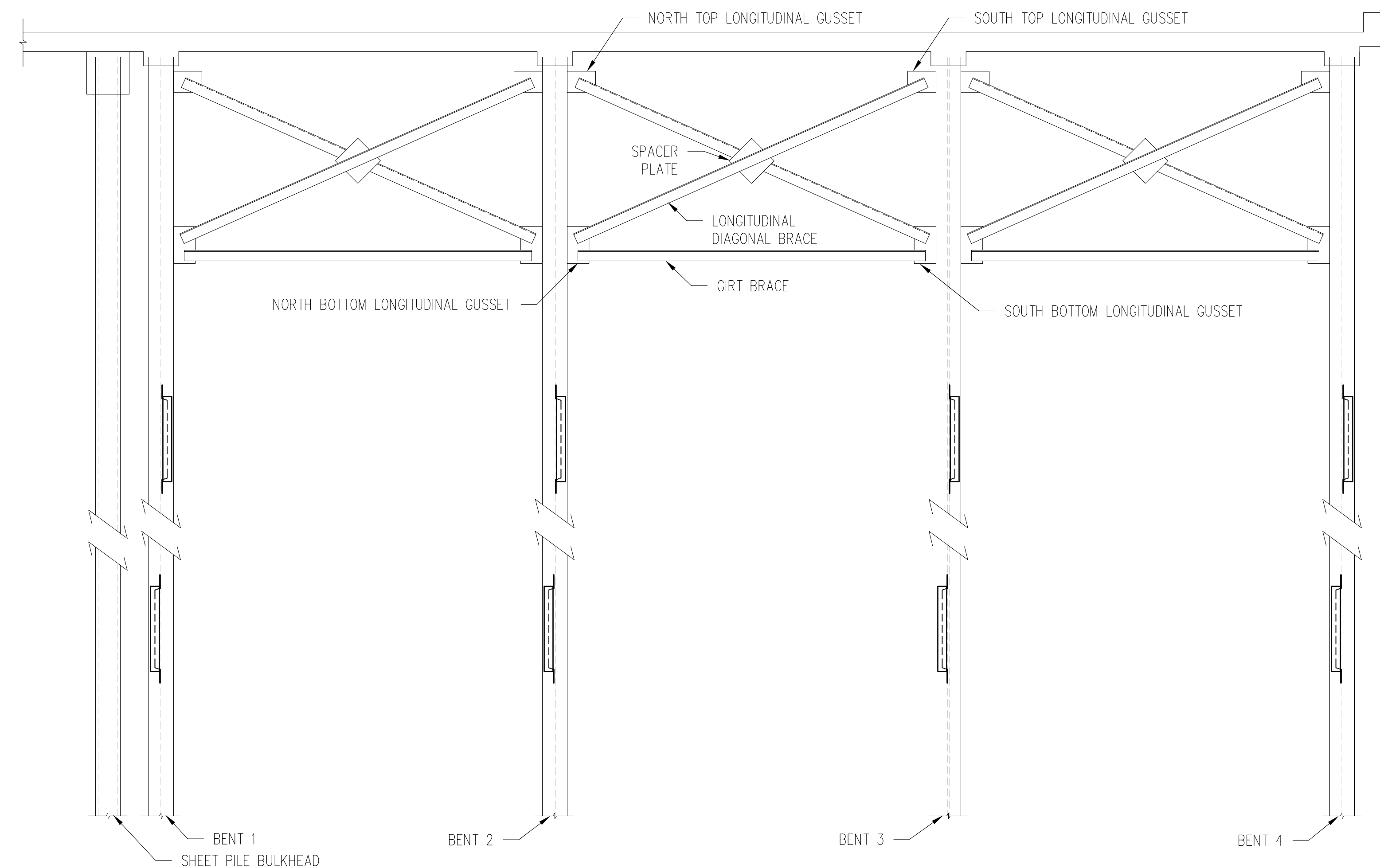
CITY OF PORTLAND, MAINE
PUBLIC BUILDINGS DIVISION

PORTLAND FISH PIER
STRUCTURAL INSPECTION
SERVICE PIERS #1 & #3

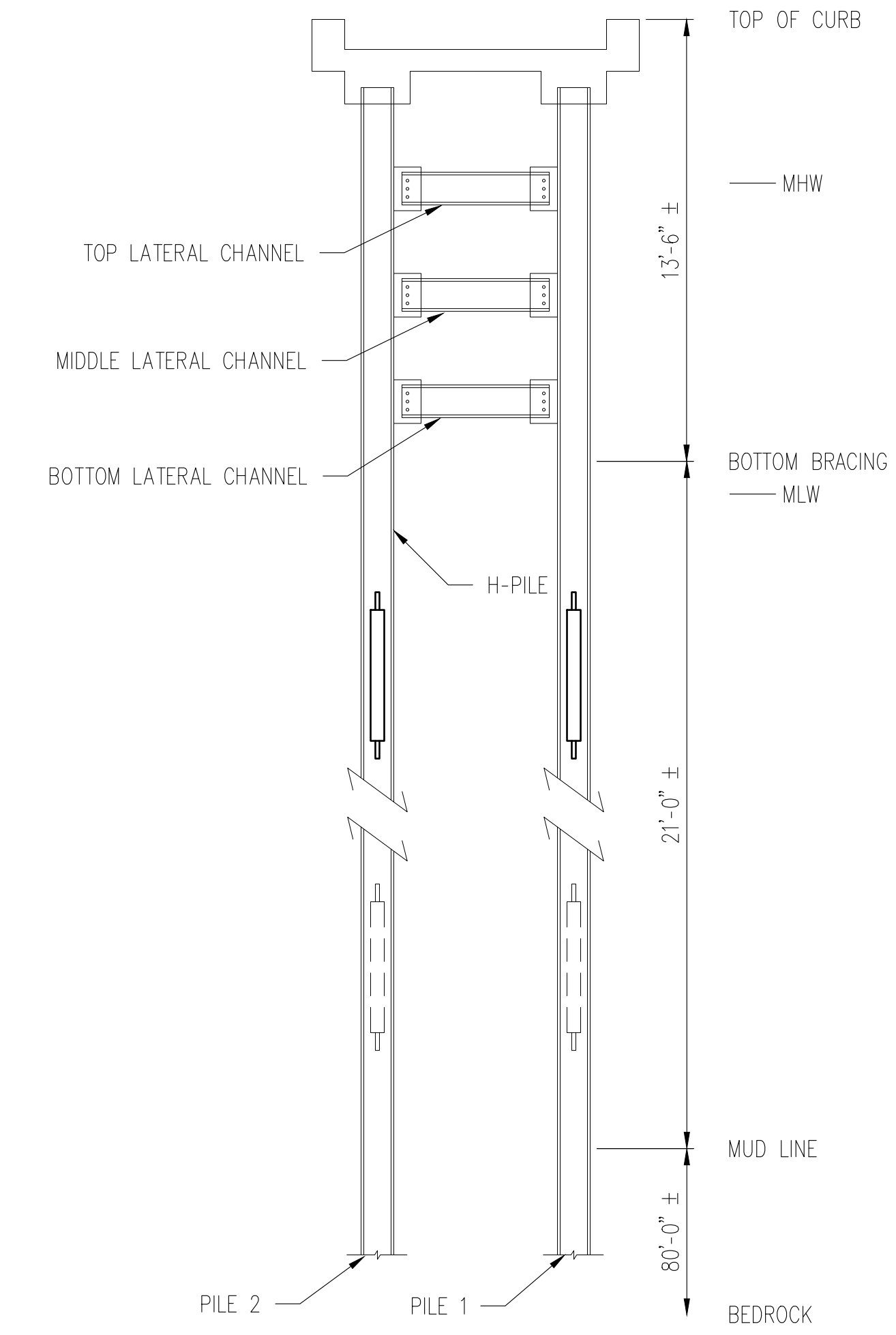
TEC ASSOCIATES CONSULTING ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

SCALE $\frac{1}{4}$ " = 1'-0" DATE 10 APRIL 2021

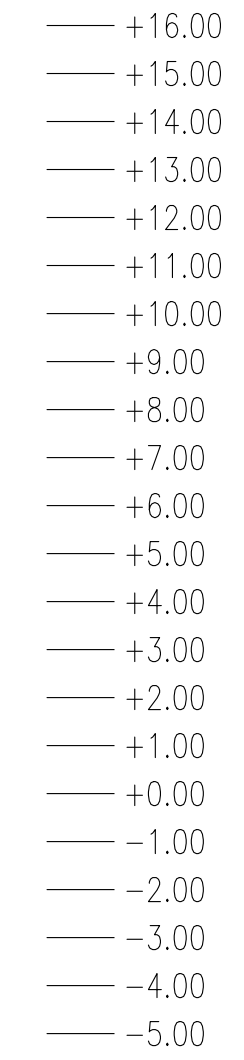
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SERVICE PIER #2 - SECTION B-B

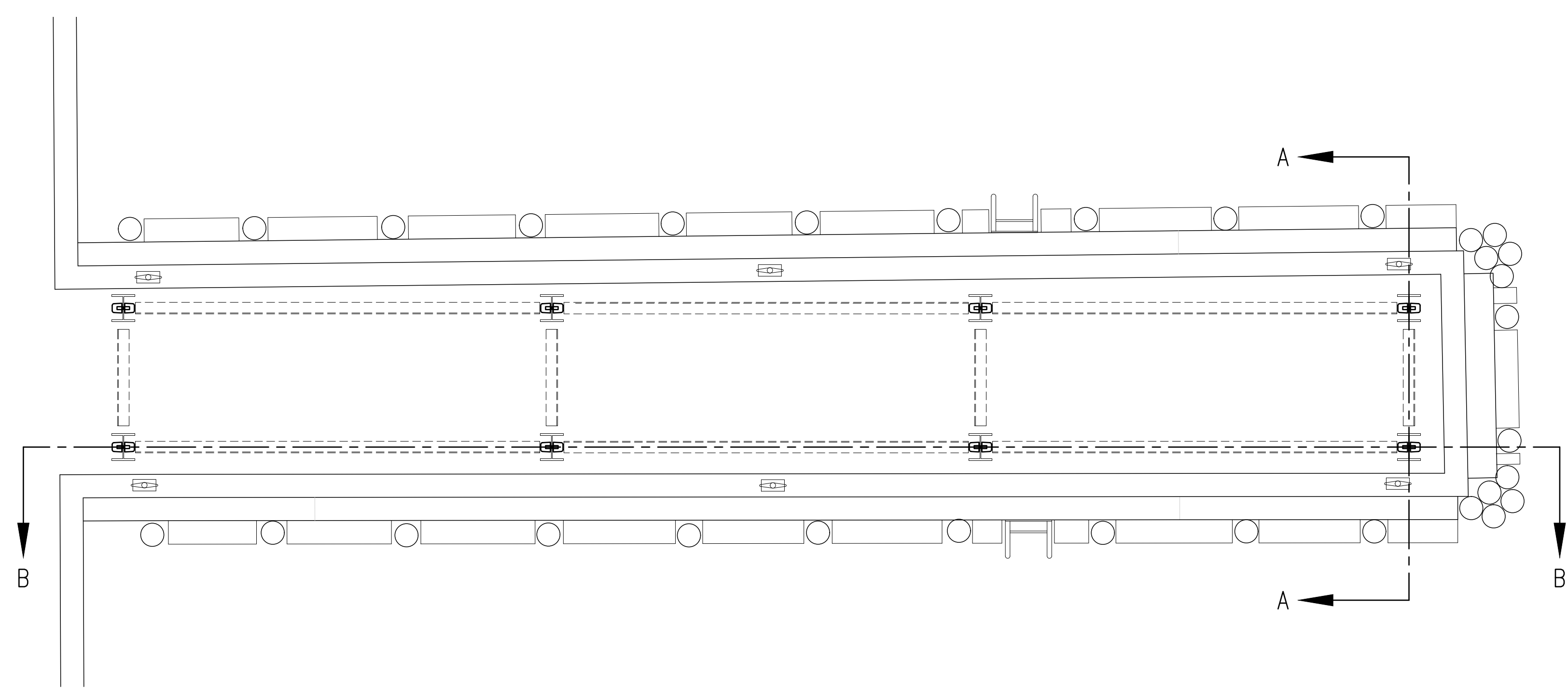


SERVICE PIER #2 - SECTION A-A

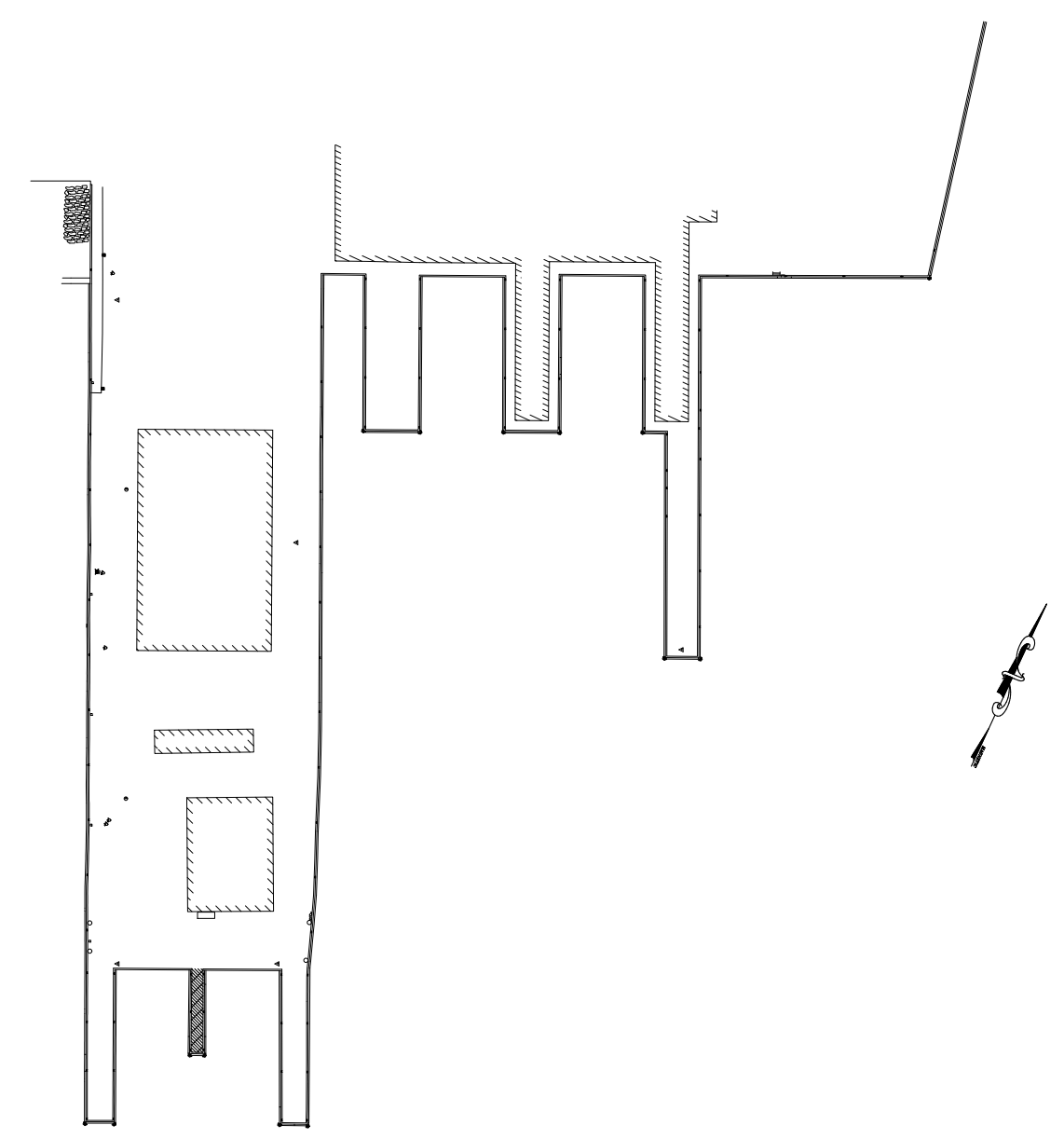


NOTES

1. H-PILES ARE H 12 x 74 TYPICAL.
2. DIAGONAL BRACES ARE $\angle$ 5" x 3" x $\frac{1}{2}$ " TYPICAL.
3. GIRT AND SASH BRACES ARE (2) $\angle$ 4" x 4" x $\frac{1}{2}$ " TYPICAL.
4. CHANNELS ARE C 12 x 30 TYPICAL.
5. PLATES ARE PL $\frac{1}{2}$ " TYPICAL.

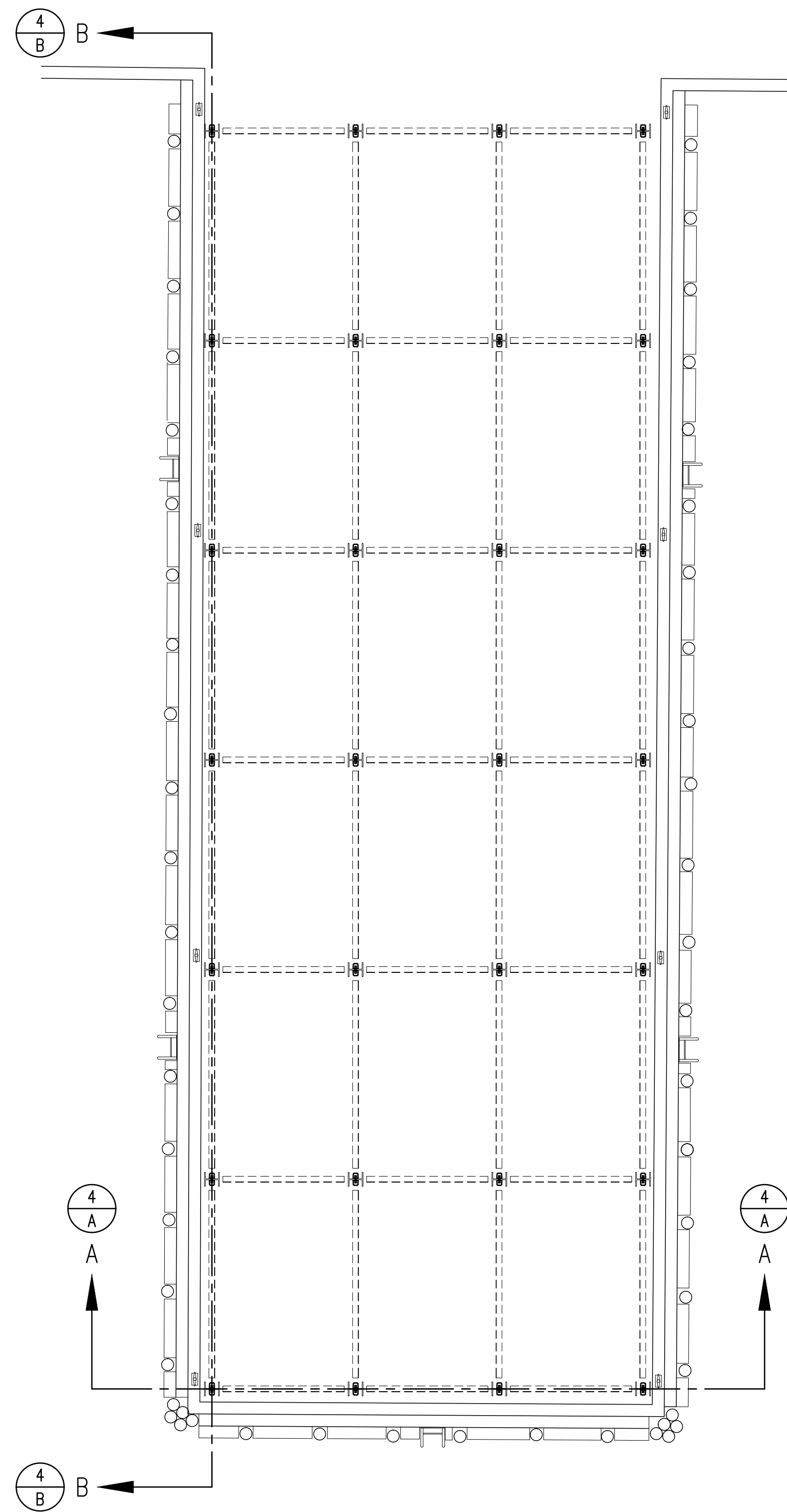


SERVICE PIER #2 - PLAN VIEW

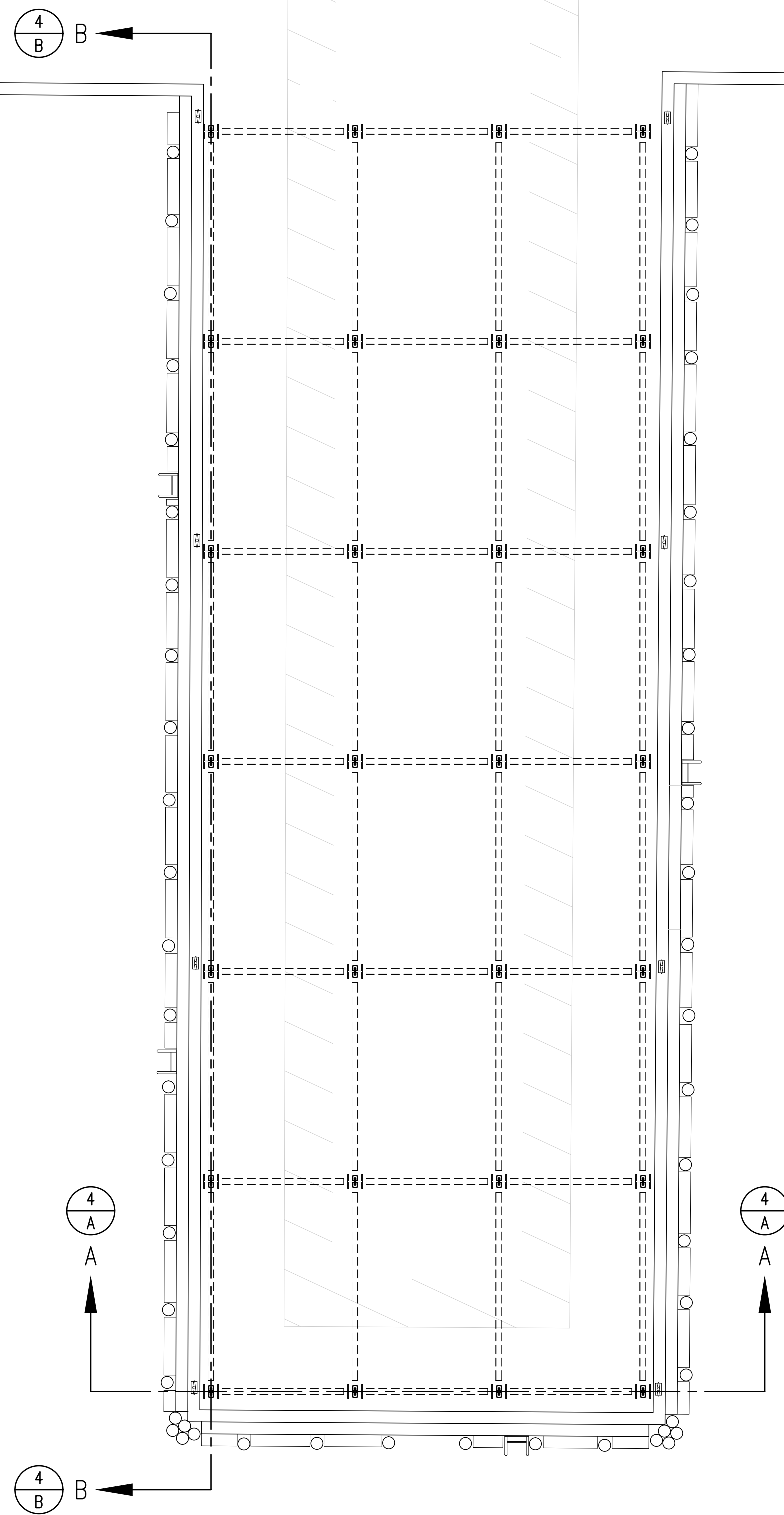


KEY PLAN

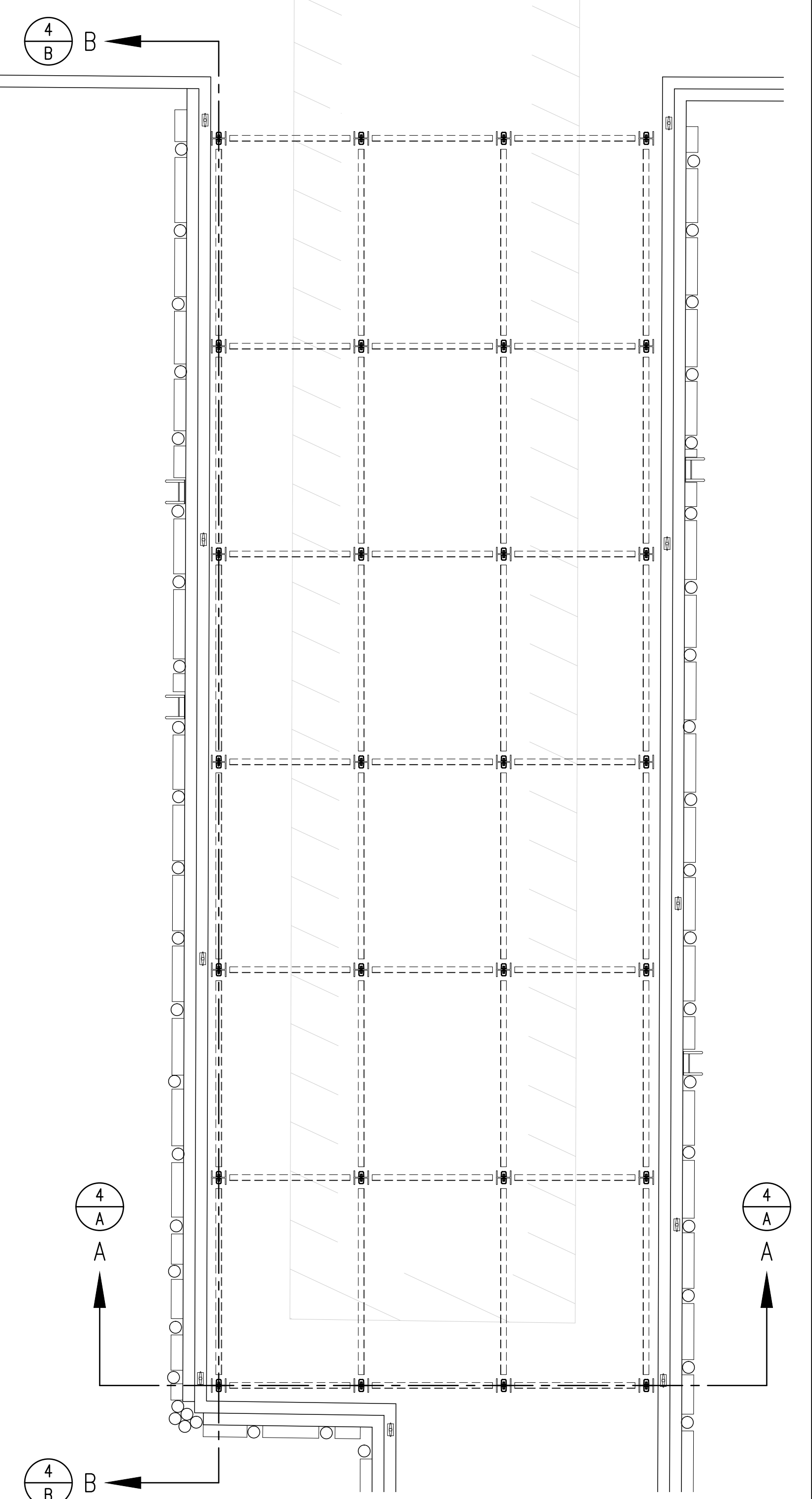
CITY OF PORTLAND, MAINE PUBLIC BUILDINGS DIVISION			
PORTLAND FISH PIER STRUCTURAL INSPECTION SERVICE PIER #2			
TEC ASSOCIATES 46 SAWYER STREET		CONSULTING ENGINEERS SOUTH PORTLAND, MAINE 04106	
SCALE 1/4" = 1'-0"	DATE 10 APRIL 2021	DRAWING NO. 2001-5	
JOB NUMBER 2001-5	DRAWN BY BEA	DESIGNED BY BEA	DRAWING NO. 2



SORTING PIER #3



SORTING PIER #2



SORTING PIER #1

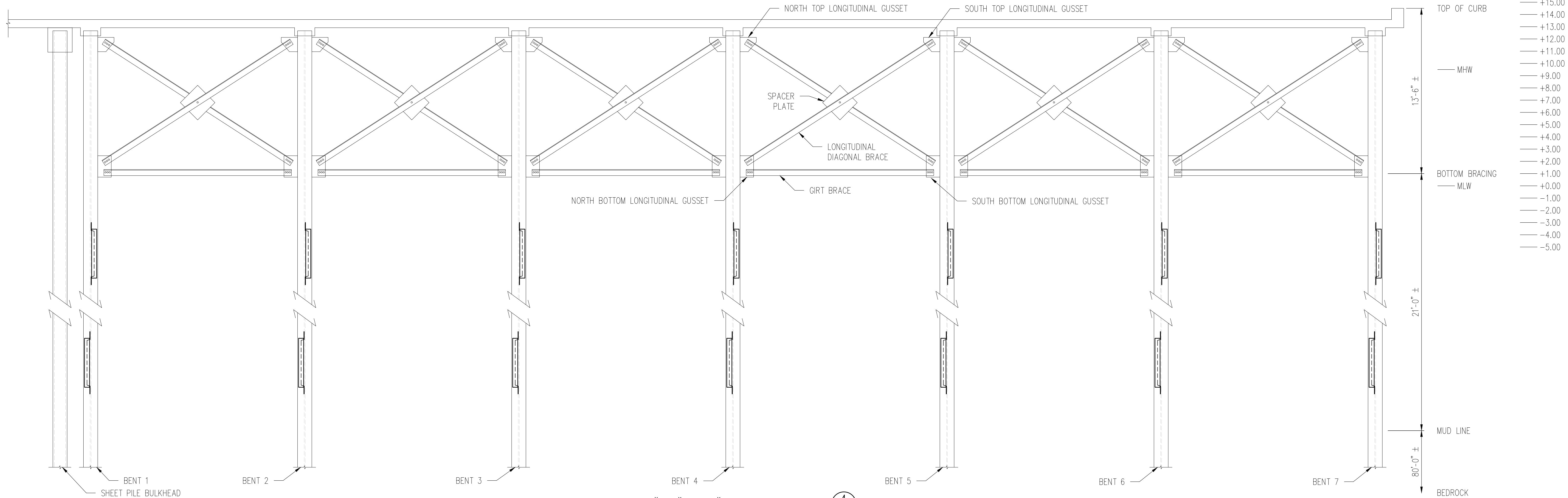
SORTING PIERS #1, #2, & #3 - PLAN VIEW

CITY OF PORTLAND, MAINE
PUBLIC BUILDINGS DIVISION

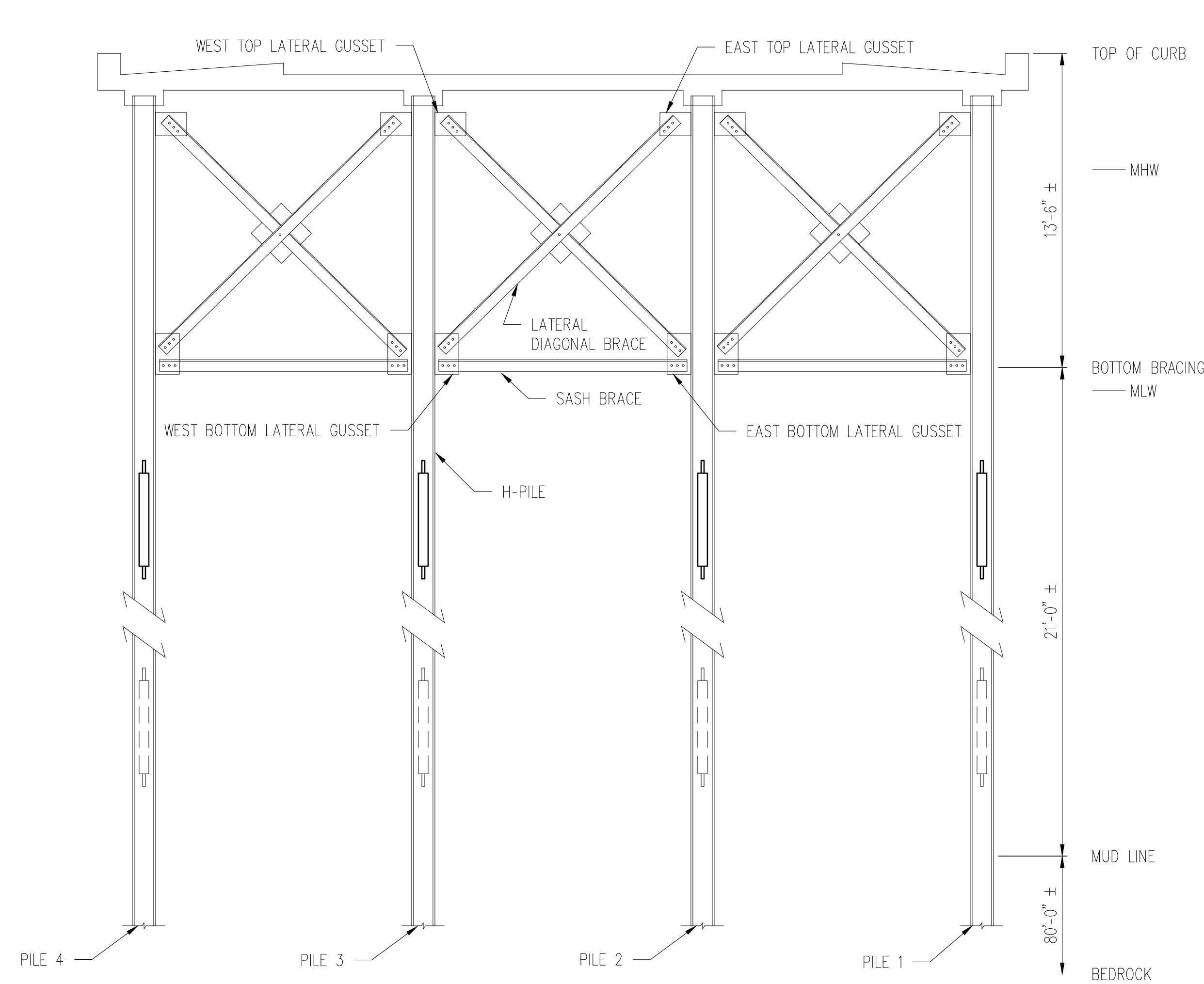
PORTLAND FISH PIER
STRUCTURAL INSPECTION
SORTING PIERS #1, #2, & #3 - PLAN VIEW

TEC ASSOCIATES CONSULTING ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

SCALE $\frac{1}{8}" = 1'-0"$		DATE 10 APRIL 2021	
JOB NUMBER 2001-5	DRAWN BY BEA	DESIGNED BY BEA	DRAWING NO. 3



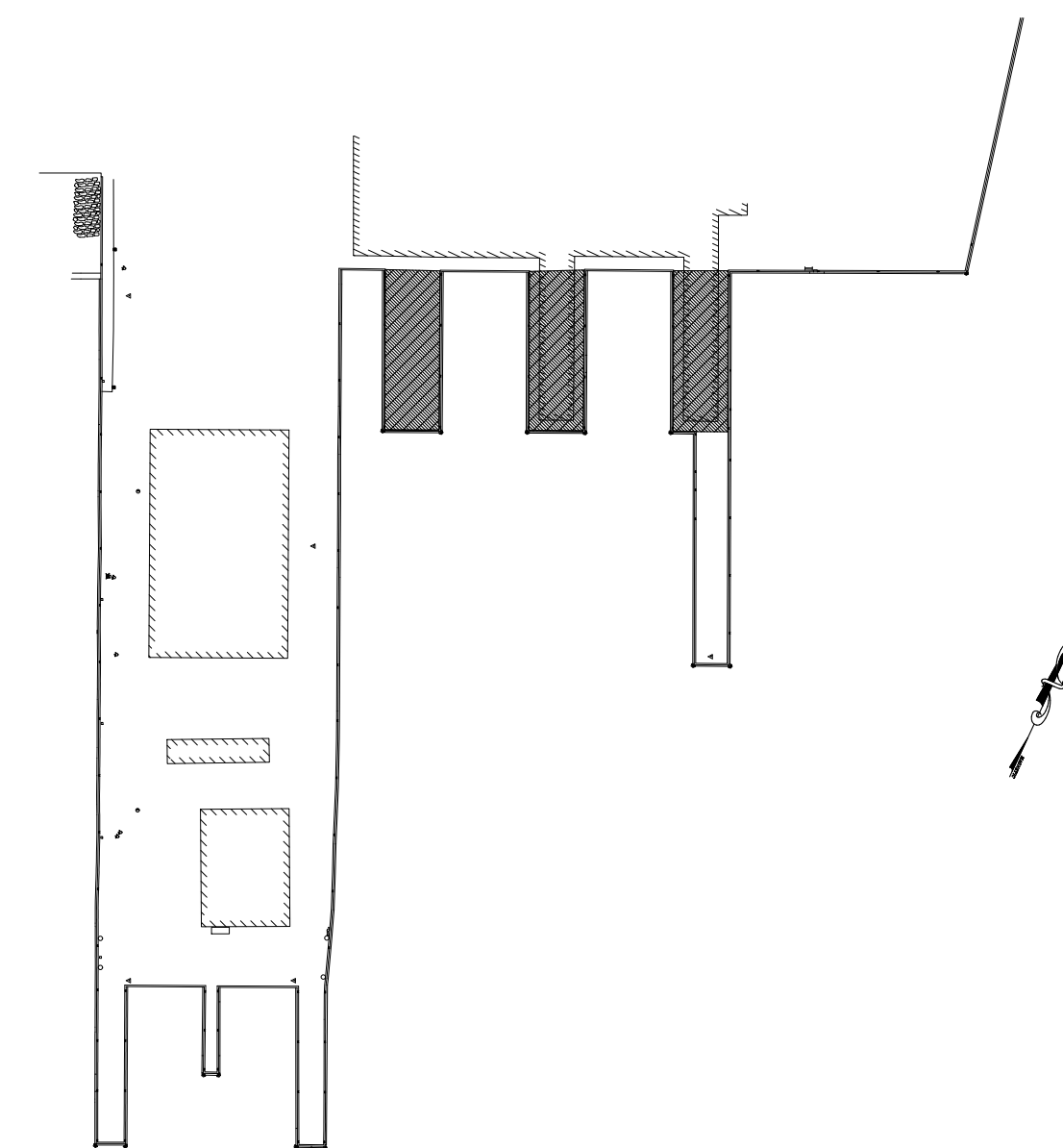
SORTING PIERS #1, #2, & #3 - SECTION B-B



SORTING PIERS #1, #2, & #3 - SECTION A-A

NOTES

1. H-PILES ARE H 14 x 89 TYPICAL.
2. DIAGONAL BRACES ARE $\angle$ 5" x 3" x $\frac{1}{2}$ " TYPICAL.
3. GIRTS AND SASH BRACES ARE (2) $\angle$ 4" x 4" x $\frac{1}{2}$ " TYPICAL.
4. PLATES ARE $\angle$ $\frac{1}{2}$ " TYPICAL.



KEY PLAN

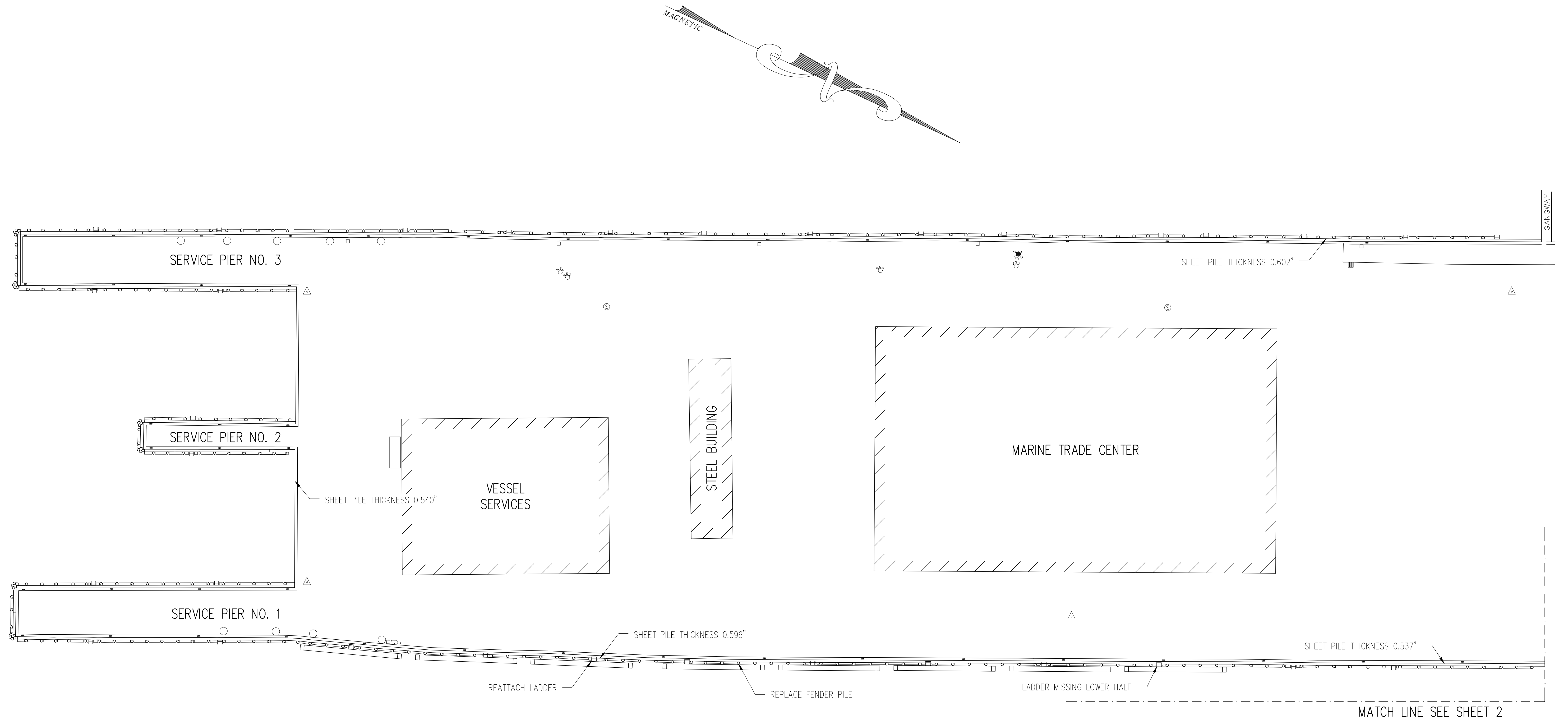
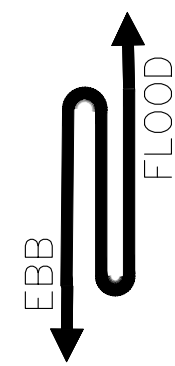
CITY OF PORTLAND, MAINE
PUBLIC BUILDINGS DIVISION

PORTLAND FISH PIER
STRUCTURAL INSPECTION
SORTING PIERS #1, #2, & #3 - SECTION VIEWS

TEC ASSOCIATES CONSULTING ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

SCALE	$\frac{1}{4}" = 1'-0"$	DATE	10 APRIL 2021
JOB NUMBER 2001-5	DESIGNED BY BEA	DRAWING NO. 4	

FORE RIVER

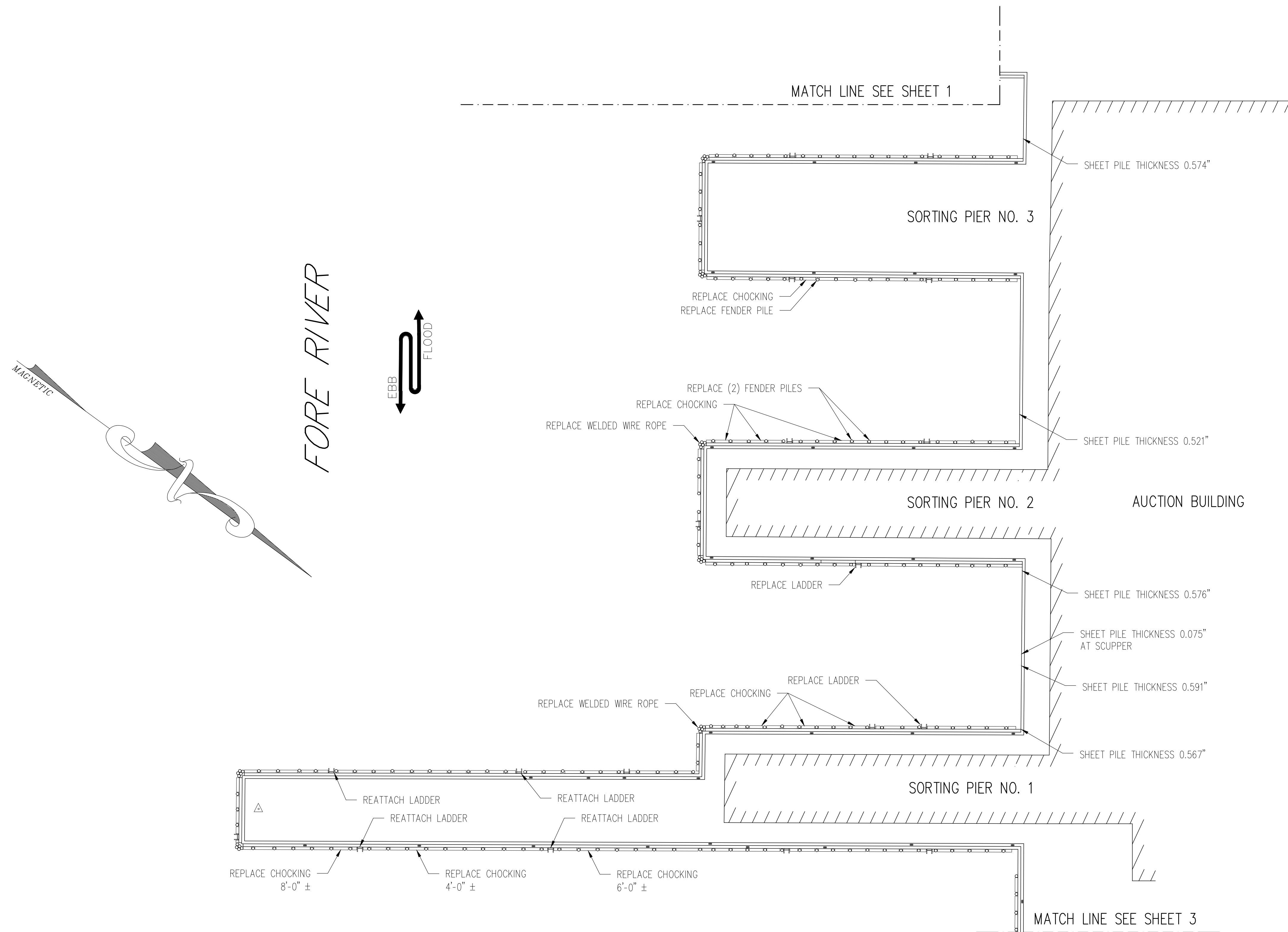


CITY OF PORTLAND, MAINE
PUBLIC BUILDINGS DIVISION

PORTLAND FISH PIER
STRUCTURAL INSPECTION
MAIN PIER AND SERVICE FINGERS - PLAN VIEW

 **TEC ASSOCIATES** CONSULTING ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

SCALE		NOTED	DATE 10 APRIL 2021	
JOB NUMBER 2001-5	DRAWN BY BEA	DESIGNED BY BEA	DRAWING NO. 5	

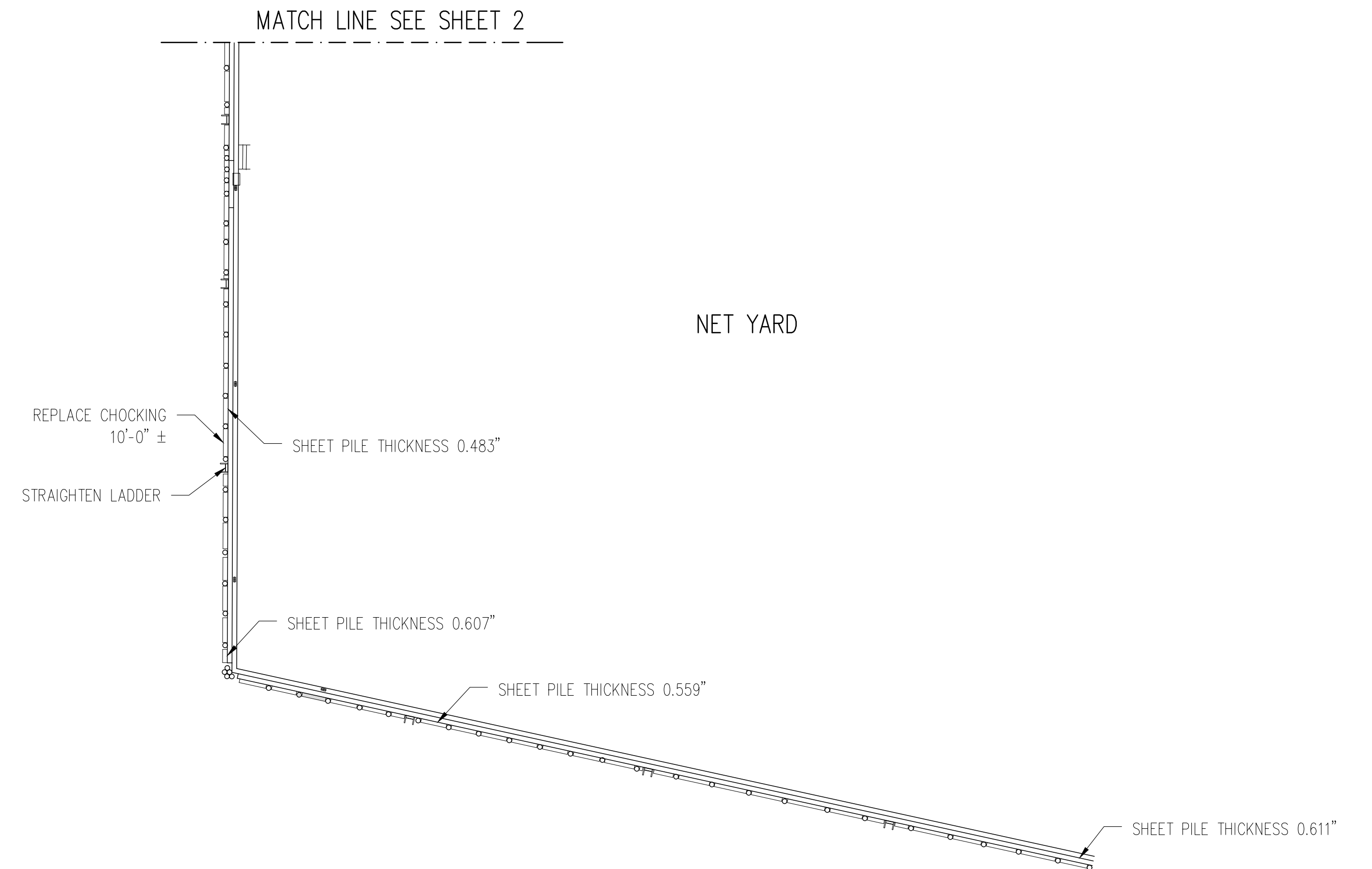
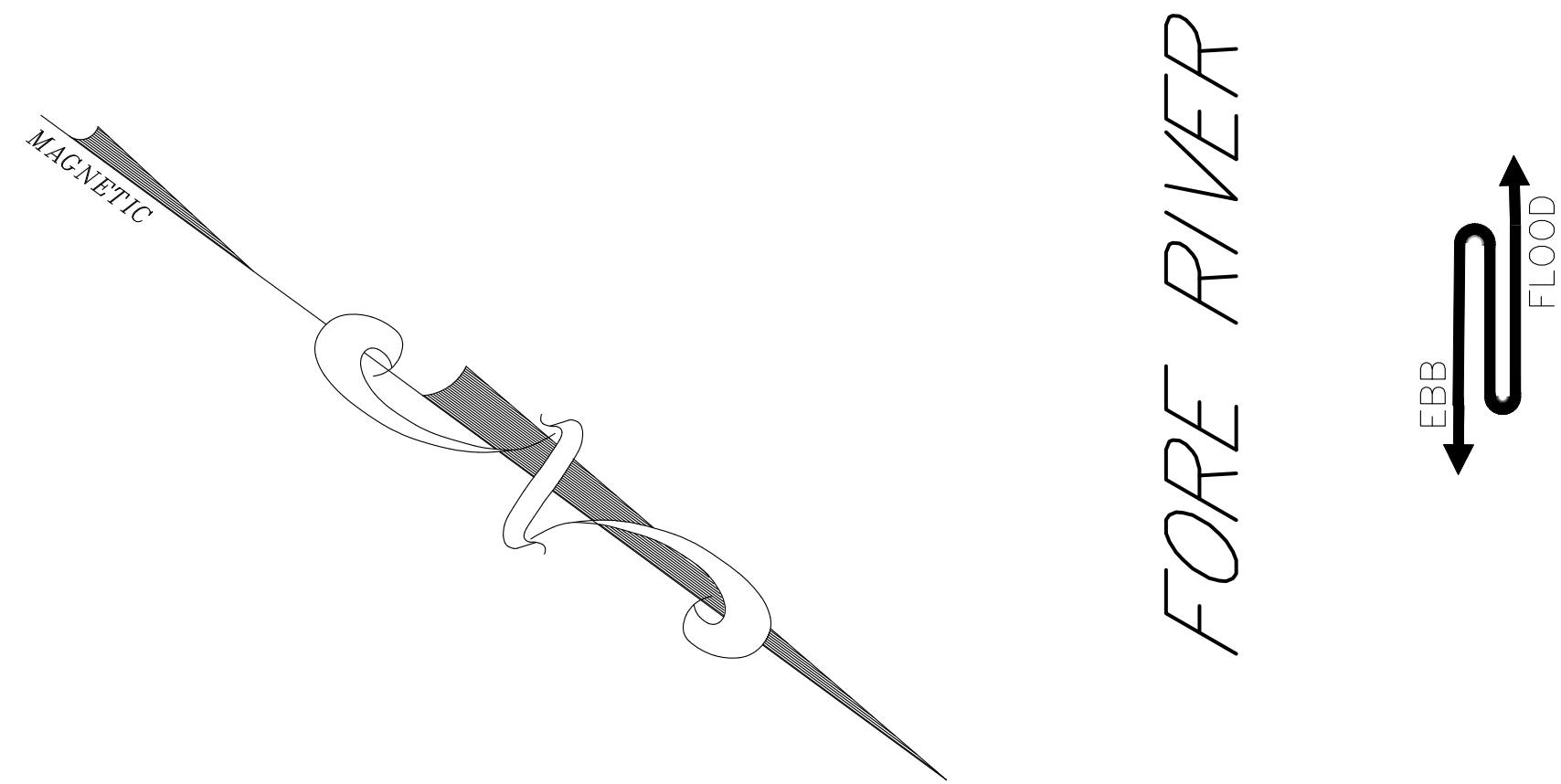


CITY OF PORTLAND, MAINE
PUBLIC BUILDINGS DIVISION

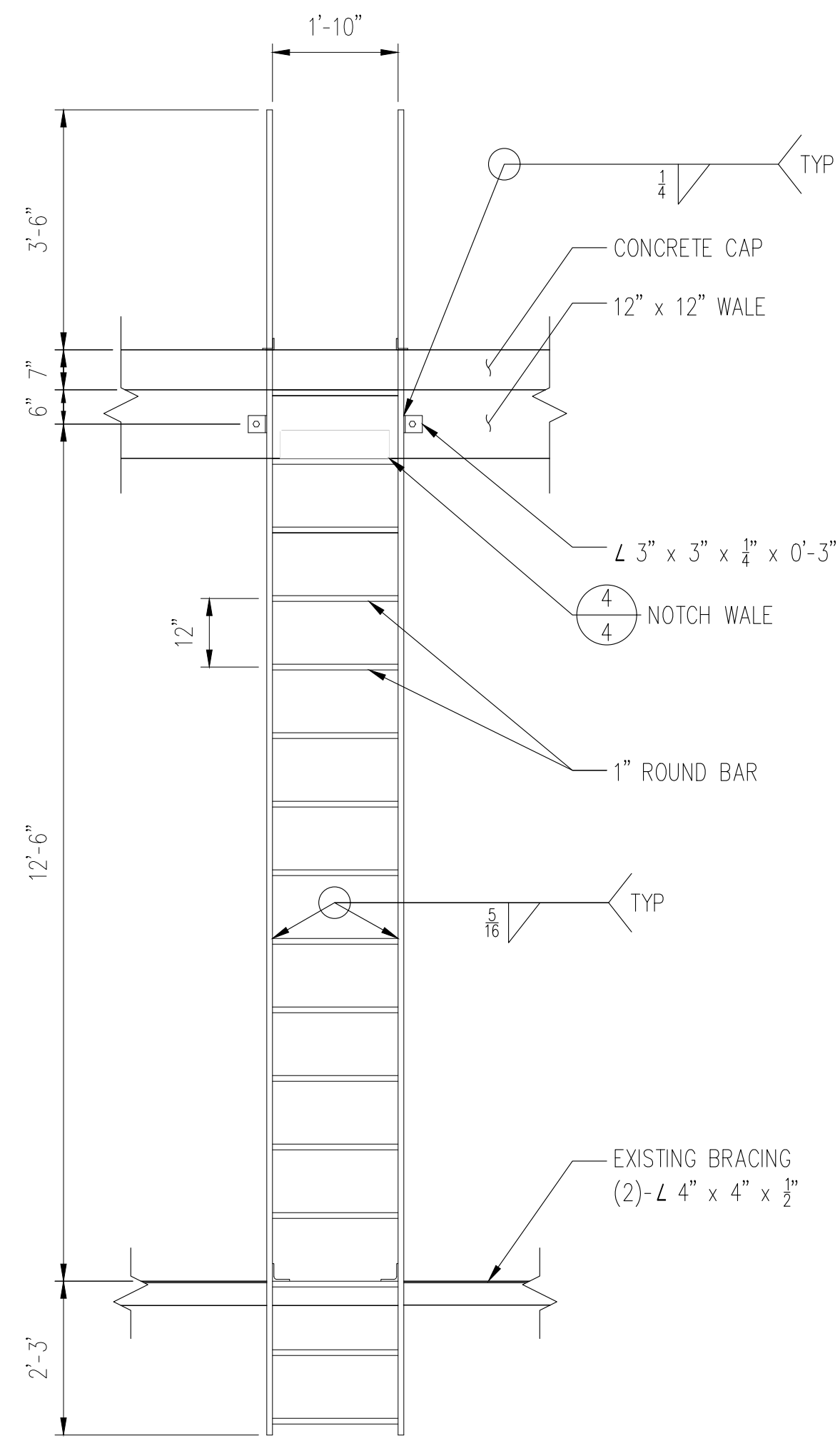
PORTLAND FISH PIER
STRUCTURAL INSPECTION
QUAY AND SORTING FINGERS - PLAN VIEW

TEC ASSOCIATES CONSULTING ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

SCALE	NOTED	DATE	10 APRIL 2021
JOB NUMBER 2001-5	DRAWN BY BEA	DESIGNED BY BEA	DRAWING NO. 6

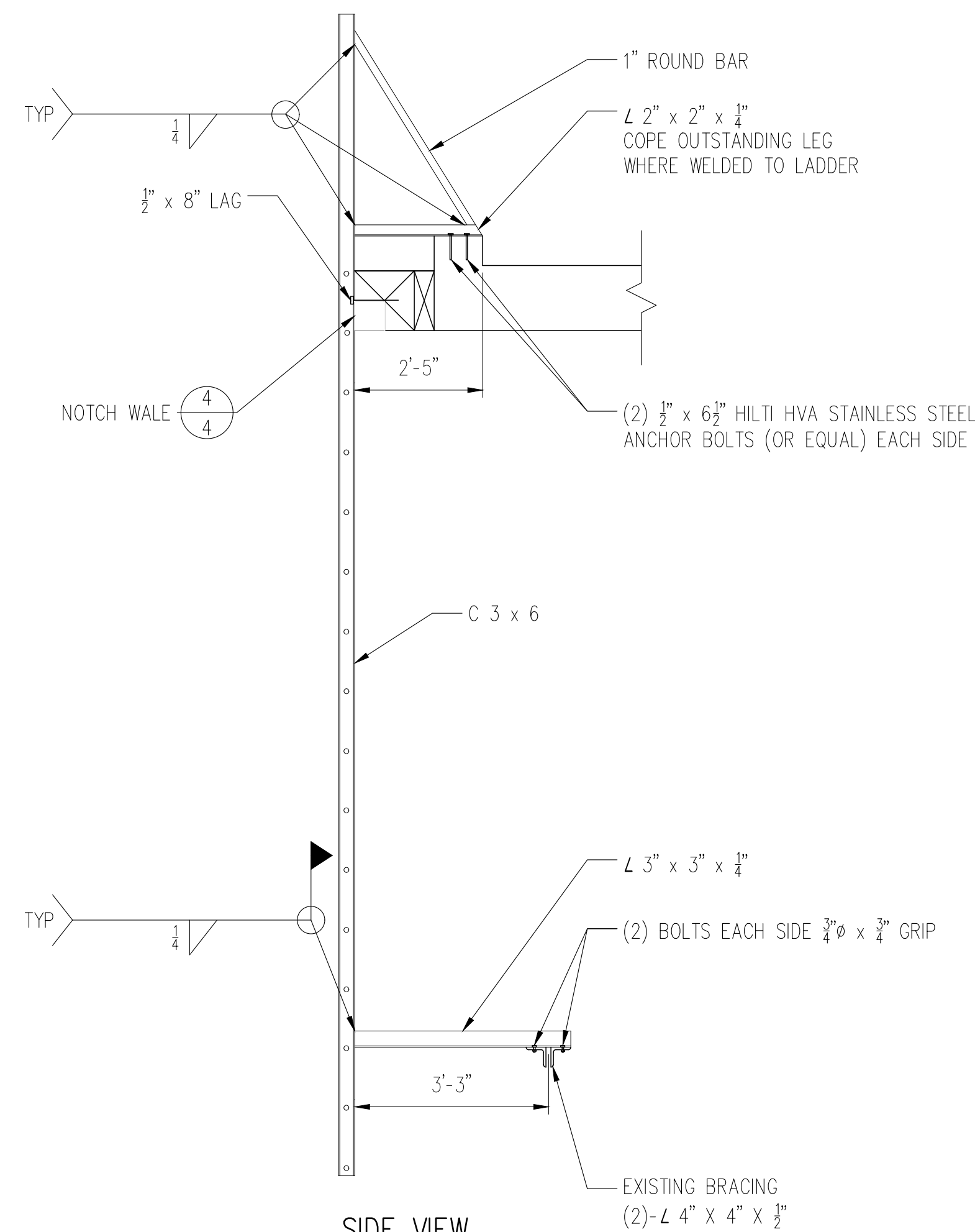


CITY OF PORTLAND, MAINE PUBLIC BUILDINGS DIVISION			
PORTLAND FISH PIER STRUCTURAL INSPECTION EASTERN QUAY - PLAN VIEW			
 TEC ASSOCIATES 46 SAWYER STREET SOUTH PORTLAND, MAINE 04106		CONSULTING ENGINEERS	
SCALE	NOTED	DATE	10 APRIL 2021
JOB NUMBER 2001-5	DRAWN BY BEA	DESIGNED BY BEA	DRAWING NO. 7

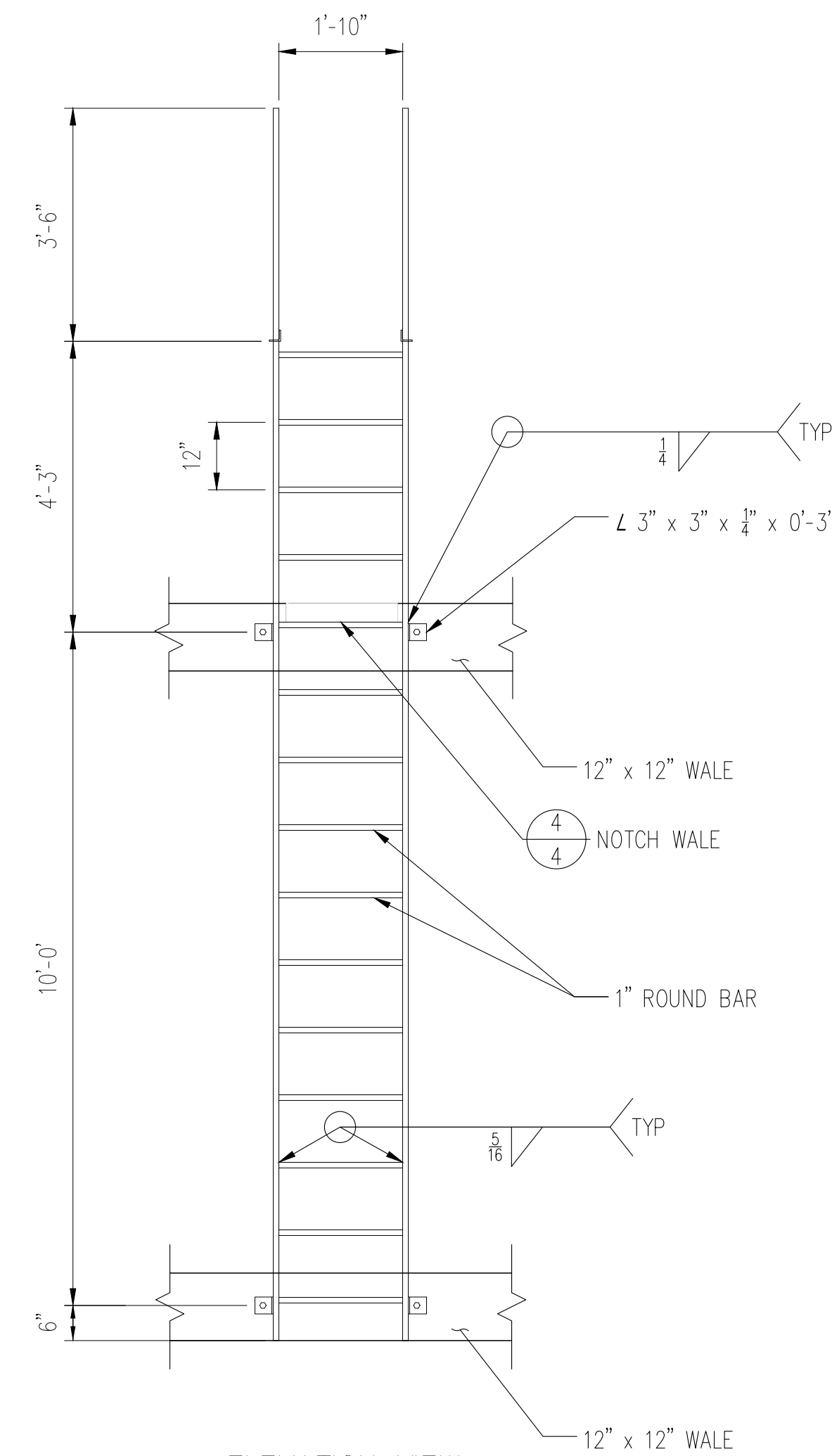


ELEVATION VIEW

LADDER DETAIL AND ATTACHMENT #1

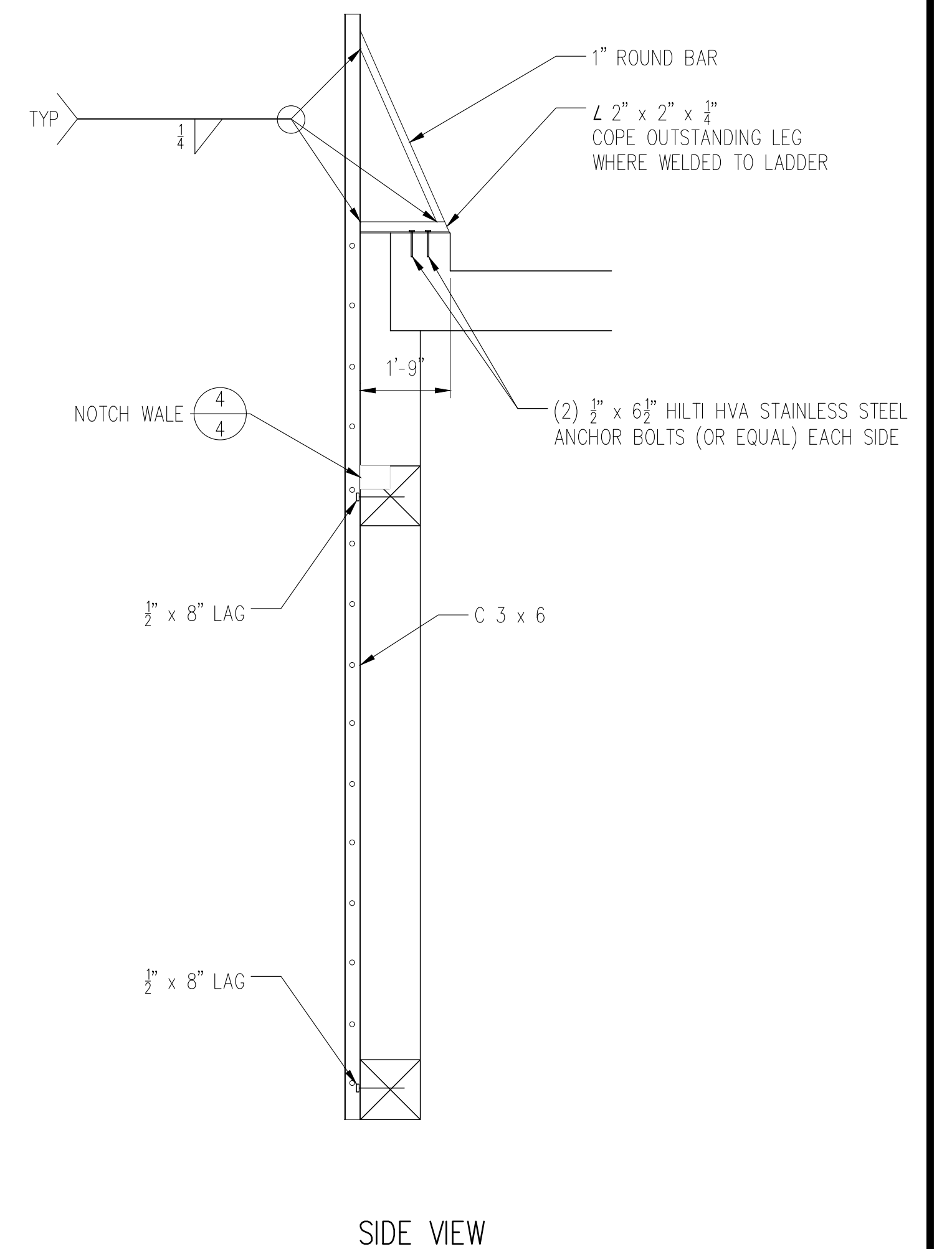


SIDE VIEW

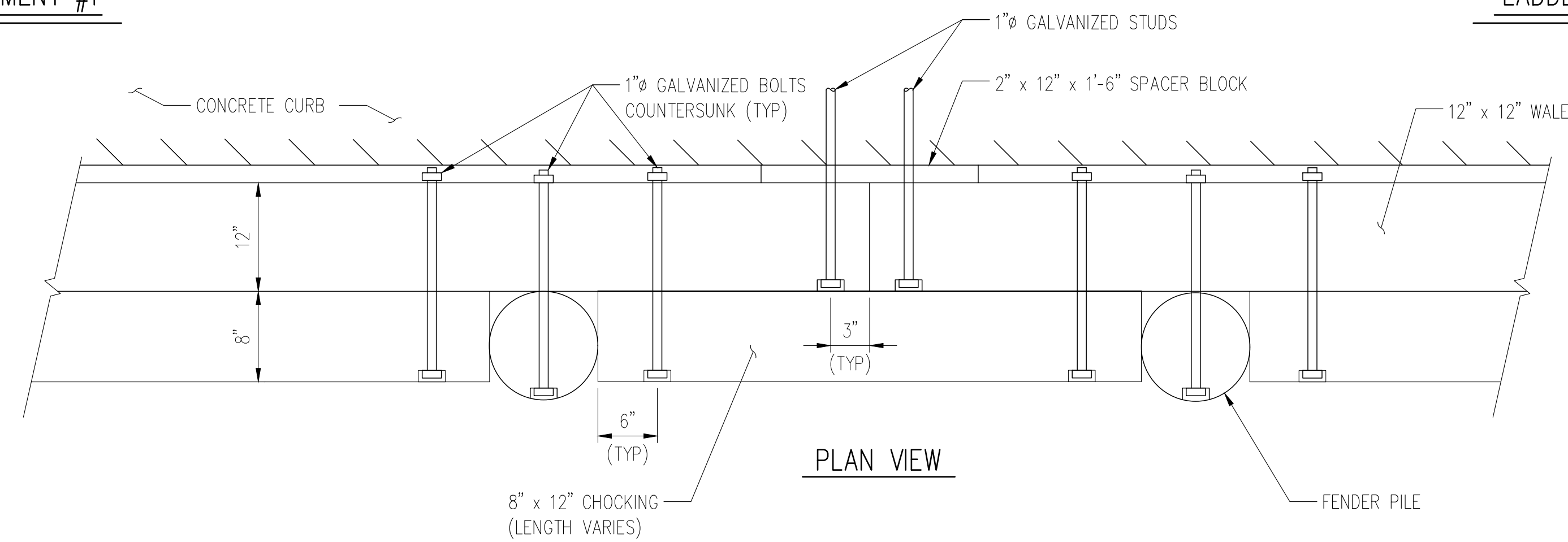


ELEVATION VIEW

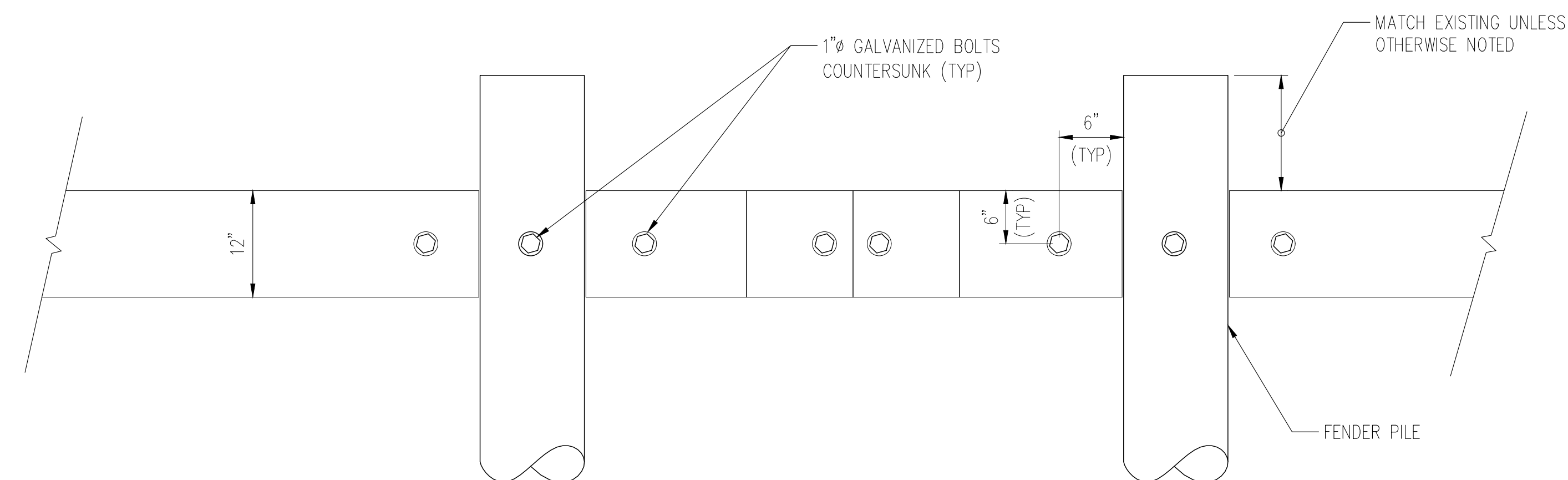
LADDER DETAIL AND ATTACHMENT #2



SIDE VIEW



PLAN VIEW



ELEVATION VIEW

WALE AND CHOCKING DETAIL

CITY OF PORTLAND, MAINE
PUBLIC BUILDINGS DIVISION

PORTLAND FISH PIER
STRUCTURAL INSPECTION
FENDER SYSTEM STANDARD REPAIR DETAILS

TEC ASSOCIATES CONSULTING ENGINEERS
46 SAWYER STREET SOUTH PORTLAND, MAINE 04106

SCALE	NOTED	DATE	10 APRIL 2021
JOB NUMBER 2001-5	DRAWN BY JDL	DESIGNED BY WWD	DRAWING NO. 8



PORTLAND FISH EXCHANGE

Portland Fish Exchange Management Report for July 2021

Groundfish Landings	<u>Actual</u>	<u>Budgeted</u>	<u>Variance</u>	<u>Avg Fish \$/lb.</u>
May	23K lbs.	52K lbs.	-29K lbs.	\$1.83
June	45K lbs.	87K lbs.	-42K lbs.	\$1.93
Total Landings YTD (06/30/21)	68K lbs.	139K lbs.	-71K lbs.	
Off-auction landings.				
May	400 lbs.	10K lbs.	-9.5K lbs.	
June	8K lbs.	105K lbs.	-97K lbs.	
Total Off-auction YTD (06/30/21)	8.4K lbs.	115K lbs.	-106.6K lbs.	
Pumping				
May	0 lbs.	0 lbs.	0 lbs.	
June	74K lbs.	125K lbs.	-51 K lbs.	
Total Pumping YTD (06/30/21)	74K lbs.	125K lbs.	-51K lbs.	

Landings Notes:

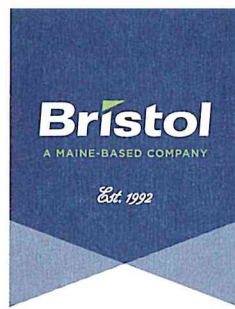
- Had several vessels that were going to start fishing in June have one trip & delay fishing efforts due to large concentrations of dogfish; dogfish are delaying efforts by the majority of the fleet
- Continued contract unloading of whole monk to Red's Best

Operations Notes:

- Continued meetings with Running Tide on streamlining oyster processing; Running Tide will not be using original piece of equipment from joint purchase so they are overseeing process to sell it & purchase correct equipment
- Bait storage began at the end of June

Facility Report:

- Continuing to resolve issues with cooler compressors shutting off; issues are inconsistent & new refrigeration vendor continues to investigating issue
- Tenant repairs: roof leak, cooler door, plumbing repairs, hoist repairs, & repairs to cooler fan



Monday, June 07, 2021

Bill Needelman
Waterfront Coordinator
Housing and Economic Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Dear Mr. Needelman:

I write regarding Bristol Seafood's operations on the Portland Fish Pier. Our last communication to the Portland Fish Pier Authority requested a lease amendment to expand our existing building at 5 Portland Fish Pier. However, since that time, due to rising construction costs, we have shifted our plan forward. We have a new proposal that we would like for you and the Board of Directors to consider in its place.

As of May 13, 2021, we are under contract to acquire the building located on Lot 12-A, commonly referred to as the Freedom Fish Building. This acquisition will give Bristol a substantially larger footprint here on the Portland Fish Pier to support our growing business. We continue to grow our team (nearing one hundred, all floor workers have minimum wage of \$17, training and development opportunities, and company contribution towards health benefits) and sales volume (+47% YTD vs. 2020). We have no plans to engage in construction that would alter the height, appearance, or envelope at either location. Rather, modifications will be limited to repair and maintenance of existing finishes.

To give us the confidence necessary to make this substantial investment and double-down on the Portland Fish Pier as our long-term home, in addition to asking you to approve the lease assignment, we request that each lease can be amended to extend the terms and harmonize the rates to the weighted average rent for each building.

More specifically, we propose changing the terms and pricing for each building with 25 year initial terms, renewable for three additional ten year terms (same structure as our existing lease), at the square foot weighted average lease rate that is currently paid by Bristol and Freedom (comes out to \$0.96psf, with Bristol at \$1.29 and Freedom at \$0.40), **resulting in no change in total lease fees delivered to PFP between both buildings**, just a change in mix and a harmonization of rate.

More specifically, at present the leases are:

- 12A: Expires 1/25/2031, renewable 2 times for 10 years, and psf cost of \$0.40, square footage: 22,352
- 5: Expires 2/19/2022, renewable 3 times for 10 years, and psf cost of \$1.29, square footage: 37,676

In total, I respectfully request the following three actions by the Board:

- Approve the lease assignment and sale of improvements from the existing tenant of Lot 12A to Bristol Seafood, LLC effective on the close date of our purchase (scheduled September 15, 2021)
- Supersede existing lease for 12A with a new lease that is identical in all material respects to the existing lease for 5A, notwithstanding the below requested modifications:
 - Term: Expires 25 years from assignment, renewable 3 times for 10 years each
 - Pricing: \$0.960 per square foot
- Lease amendment for lot 5:
 - Term: Expires 25 years from assignment, renewable 3 times for 10 years each
 - Pricing: \$0.960 per square foot

Best,

Peter Handy
President & CEO
Bristol Seafood, LLC

PHYSICAL ADDRESS: 5 Portland Fish Pier, Portland, Maine 04101

MAILING ADDRESS: PO Box 486, Portland, Maine 04112

SALES: 207-774-3177 • GENERAL: 207-761-4251 • BRISTOLSEAFOOD.COM



**FIRST AMENDMENT TO
RENEWED AND RESTATED
LEASE AGREEMENT BETWEEN
PORTLAND FISH PIER AUTHORITY AND
BRISTOL SEAFOOD, INC.**

This **FIRST AMENDMENT** is effective as of the ____ day of September 2021 (the “Effective Date”), to the **RENEWED AND RESTATED LEASE AGREEMENT** dated February 17, 2012 by and between the **PORTLAND FISH PIER AUTHORITY**, a Maine non-profit corporation having a place of business in the City of Portland, County of Cumberland, and State of Maine (“Landlord”), and **BRISTOL SEAFOOD LLC**, a Maine limited liability partnership having a place of business in the City of Portland, County of Cumberland, and State of Maine (“Tenant”).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant, as assignee of Bristol Seafood, Inc., are parties to a certain Renewed And Restated Lease Agreement dated February 17, 2012 for certain premises known as Lot 5 at the Portland Fish Pier Complex (the “Lot 5 Lease”); and

WHEREAS, the Tenant is expanding its operations and purchasing the assets of Freedom Fish, LLC; and

WHEREAS, Landlord and Tenant, as assignee of Freedom Fish, LLC by virtue of an Assignment And Assumption Of Lease Agreement between Tenant and Freedom Fish, LLC of near or even date herewith, are parties to a certain Lease Between Portland Fish Pier Authority And Atlantic Resource Enterprises, LLC dated January 25, 2001 (the “Lot 12A Lease”), which Freedom Fish, LLC assumed by virtue of an Assignment And Assumption Of Lease Agreement between Freedom Fish, LLC and Atlantic Resource Enterprises, LLC dated August 29, 2014, recorded in the Cumberland County Registry of Deeds, Book 31768, Page 188; and

WHEREAS, the Tenant has requested to amend the Lot 5 Lease and the Lot 12A Lease to make them coterminous and to make the rent per square foot the same for the premises under both leases.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Lot 5 Lease as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning that those terms have in the Lease.

2. Tenant hereby represents and agrees that it has assumed all of Bristol Seafood, Inc.'s obligations under the Lot 5 Lease, as amended hereby, and hereby agrees to be bound by the terms thereof as if Tenant were an original party to the Lot 5 Lease.

3. The last sentence of Section 1(a) of the Lot 5 Lease is hereby deleted and replaced with the following:

“These areas are delineated in the “Second Amended Recording Plat ‘Portland Fish Pier Complex’,” dated August 6, 2019, and recorded in the Cumberland County Registry of Deeds in Plan Book 219, Page 352,” as may further be amended, a copy of which plat is attached hereto as Exhibit A-1 and made a part of the Lease. The parties agree that Exhibit A and Exhibit B to the Lease are hereby deleted. Any references to Exhibit A and Exhibit B in the Lease are deleted and replaced with a reference to Exhibit A-1.”

4. Section 3(c) of the Lot 5 Lease is hereby deleted and replaced with the following:

“(c) The Premises consists of Thirty-Seven Thousand Six Hundred and Seventy-Six (37,676) square feet of land.”

5. Section 1(e) of the Lot 5 Lease is hereby deleted and replaced with the following:

“(e) Premises. The word “Premises” shall mean the real property identified as “Lot 5” on the “Second Amended Recording Plat ‘Portland Fish Pier Complex’,” dated August 6, 2019, and recorded in the Cumberland County Registry of Deeds in Plan Book 219, Page 352,” as may further be amended; and any site improvements made thereon by LANDLORD, including the water, sewer, fuel and electrical connections together with all rights of way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges, and immunities thereunto belonging or pertaining. When the “Facility” described herein has been constructed, and where appropriate, “Premises” shall include both the Premises as well as the Facility.”

6. Section 5(b) of the Lot 5 Lease is hereby deleted in its entirety and replaced with the following:

“(b) The parties agree that the current term of the Lease will end on the date that is twenty-five (25) years after the Effective Date, unless it should be terminated for any of the reasons set forth herein.”

Notwithstanding anything to the contrary in the Lot 5 Lease, the parties agree that the maximum number of years that the Lot 12A Lease may remain in effect after the Effective Date is 55 years, which includes the 25-year term set forth above and the three remaining 10-year Renewal Terms described in Section 5(b) of the Lease.

7. Section 6(a) of the Lot 5 Lease is hereby deleted and replaced with the following:

“(a) Commencing on the Effective Date, annual rent in the amount of Thirty-Six Thousand One Hundred Sixty-Nine Dollars (\$36,169.00), which represents Ninety Six Cents (\$0.96) per square foot of the Premises payable in equal monthly installments, each of which shall be one twelfth (1/12) of said annual rent, in advance on the first day of each and every calendar month during the Term.”

8. Section 15(a) of the Lot 5 Lease is hereby deleted and replaced with the following:

“Prior to the execution of this Lease, Tenant will procure and maintain:

- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, including contractual liability coverage;
- Occurrence-based Automobile Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers’ Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against Landlord and the City of Portland, their officers or employees;

With respect to the Commercial General Liability and Automobile Liability Insurance, the Tenant shall name Landlord and the City of Portland as an additional insured for coverage for claims for which the Landlord and the City do not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 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 Landlord or 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 Landlord or City. Prior to execution of this Agreement, Tenant shall furnish Landlord and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the Landlord of termination of insurance from the insurance provider or agent. Tenant shall also provide a copy of any endorsement naming the Landlord and City as additional insured. Upon Landlord’s request, Tenant shall provide Landlord with a complete copy of any of the above-referenced policies. Tenant shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of City’s Corporation Counsel). Landlord’s acceptance or lack of acceptance of Tenant’s Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Tenant’s obligation to obtain and maintain such insurance as required by this agreement. If the Tenant maintains broader coverage and/or higher limits than the minimum shown above, the Landlord and City require and shall be entitled to the broader coverage and/or higher limits maintained by the Tenant. Tenant understands and agrees that the minimum limits of the insurance herein required may become inadequate during the term of this Lease, and Tenant agrees that it will increase such minimum limits by reasonable amounts within thirty (30) days of receipt of notice in writing from the Landlord 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.”

9. The first sentence of Section 15(d) of the Lot 5 Lease is hereby deleted and replaced with the following:

“LANDLORD and TENANT mutually agree that, with respect to any hazard which is covered by casualty or property insurance then being carried by them, or required to be carried hereunder (whether or not such insurance is then in effect), the one carrying or required to carry such insurance and suffering such loss releases the other from any and all claims with respect to such loss; and they, further, mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof, unless such insurance company prohibits such waiver of subrogation.”

10. The following is added to the Lot 5 Lease as section 15(e):

“Notwithstanding anything in this Lease to the contrary, Landlord’s obligations under this Lease are subject to and limited by, and Landlord does not waive, the defenses, immunities, and limitations of liability or damages available to the Landlord 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 Landlord.”

11. Any and all terms of the Lot 5 Lease not herein amended shall remain in full force and effect for the duration of the Lot 5 Lease as amended hereby and are hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the Lot 5 Lease and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

Signature page follows.

IN WITNESS WHEREOF, the said **PORTLAND FISH PIER AUTHORITY** has caused this Amendment to be signed and sealed by Nicholas Mavodones, its President, thereunto duly authorized, and **BRISTOL SEAFOOD LLC** has caused this Amendment to be signed and sealed by Peter Handy, its President and Chief Executive Officer, thereunto duly authorized, the day and year first above written.

WITNESS:

PORTLAND FISH PIER AUTHORITY

By: _____
Nicholas Mavodones
Its President

WITNESS:

BRISTOL SEAFOOD LLC

By: _____
Peter Handy
Its President & Chief Executive Officer

**LEASE AGREEMENT BETWEEN PORTLAND
FISH PIER AUTHORITY AND RUNNING TIDE
TECHNOLOGIES, INC.**

THIS AGREEMENT made this ___ day of _____, 2021 by and between the **PORTLAND FISH PIER AUTHORITY**, a Maine non-profit local development authority, having a place of business in the City of Portland, County of Cumberland, and State of Maine, and acting pursuant to the terms of a Lease between the City of Portland and the Portland Fish Pier Authority (hereinafter “LANDLORD”) dated April 30, 1990, and **RUNNING TIDE TECHNOLOGIES, INC.**, a corporation organized under the laws of Delaware with a mailing address of 2 Portland Fish Pier, Suite 104, Portland, Maine 04101 (hereinafter “TENANT”).

W I T N E S S E T H:

WHEREAS, LANDLORD operates the Portland Fish Pier Complex (the “Fish Pier”), pursuant to the terms of a Management Agreement between it and the City of Portland, dated September 24, 1990; and

WHEREAS, TENANT is a subtenant at the Martine Trade Center on the Fish Pier, where it operates an aquaculture business and requires space at the Fish Pier to store gear in support of that business; and

WHEREAS, the parties hereto wish to enter into a six month lease agreement for certain land at the Fish Pier, said property being a portion of Portland Fish Pier Lot #1-1, the use of which is limited solely to the permitted uses described herein; and

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements, and other good and valuable consideration, receipt of which is hereby acknowledged, the said parties agree, as follows:

1. DESCRIPTION OF PREMISES. The premises that are the subject of this lease (“Premises”) contain approximately 3250 square feet, more or less, and are a portion of Lot 1-1 on the plan designated “Second Amended Recording Plat ‘Portland Fish Pier Complex,’” dated August 6, 2019, and recorded in the Cumberland County Registry of Deeds in Plan Book 219, Page 352. The Premises are generally depicted as the cross-hatched portion of Lot 1-1 on the diagram that is attached hereto as Exhibit A and incorporated herein by reference.

2. TERM AND TERMINATION. The term of this lease shall be six (6) months, which shall commence on August 1, 2021 and terminate on January 31, 2022. Any holding over by TENANT following the expiration of the term shall be treated as a month-to-month tenancy terminable upon 30 days written notice by either LANDLORD or TENANT to the other and otherwise on the terms and conditions set forth in this Lease.

3. **RENT.** The rental amount for the Premises will be Five Hundred Forty-Two Dollars (\$542.00) per month. TENANT will pay the LANDLORD the rental amount without offset or deduction, without demand, and in advance of the first (1st) day of each month. The first payment due under this Lease shall be made upon execution of the Lease by TENANT.

4. **PERMITTED USES.** TENANT may use and occupy the Premises only for the uses described below:

- (a) A right of access from the paved drive from Commercial Street, as shown in Exhibit A, for vehicles and pedestrians who are either employees of TENANT or business invitees;
- (b) Storage of trailered, registered vessels and equipment on pallets necessary for TENANT's aquaculture business;
- (c) TENANT shall not place or store any hazardous materials, or equipment or vehicles containing hazardous materials, on the Premises.

5. **IMPROVEMENTS; APPROVAL OF LANDLORD.** TENANT may not make any improvements to the Premises without the prior written approval of the LANDLORD. TENANT will be responsible for procuring all permits and approvals necessary to make any improvements to the premises.

6. **INSURANCE.** Prior to the execution of this Lease, TENANT will procure and maintain:

- Occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, including contractual liability coverage;
- Occurrence-based Automobile Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage;
- Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against LANDLORD and the City of Portland, their officers or employees;

With respect to the Commercial General Liability and Automobile Liability Insurance, the TENANT shall name LANDLORD and the City of Portland as an additional insured for coverage for claims for which the LANDLORD and the City do not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 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 LANDLORD or 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 LANDLORD or City. Prior to execution of this Agreement, TENANT shall furnish LANDLORD and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the LANDLORD of termination of insurance from the insurance provider or agent. TENANT shall also provide a copy of any endorsement naming the LANDLORD and City as additional

insured. Upon LANDLORD's request, TENANT shall provide LANDLORD with a complete copy of any of the above-referenced policies. TENANT shall be responsible for any and all deductibles and/or self-insured retentions (not to exceed \$10,000.00 without prior written approval of City's Corporation Counsel). LANDLORD's acceptance or lack of acceptance of TENANT's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the TENANT's obligation to obtain and maintain such insurance as required by this agreement. If the TENANT maintains broader coverage and/or higher limits than the minimum shown above, the LANDLORD and City require and shall be entitled to the broader coverage and/or higher limits maintained by the TENANT.

TENANT shall be responsible for covering all of its personal property with such property and casualty insurance as it deems necessary and LANDLORD and the City shall have no responsibility therefor. TENANT 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 LANDLORD or City or their officers or employees. TENANT shall defend, indemnify and hold the LANDLORD and the City of Portland harmless from any claim based upon any damage, loss or casualty to its personal property while at the Premises. Any casualty insurance obtained by TENANT for its personal property shall include a waiver of subrogation against the LANDLORD and the City.

7. TENANT'S INDEMNITY.

a. General. To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless the Landlord and the City of Portland, their officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, or damage to property sustained by anyone (including but not limited to Landlord employees or property), including but not limited to claims based upon violation of any environmental law or regulation, except to the extent that such claims are caused by a negligent act or omission of the Landlord, its officers, agents, servants or employees.

b. Tenant shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which Landlord is a party, Landlord shall have the right to participate at its own discretion and expense and no such suit or action shall be settled without prior written consent of Landlord. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to Landlord which would otherwise exist.

c. Without limiting the foregoing, to the fullest extent permitted by law, Tenant 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 Tenant'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 to defend, indemnify and hold the Landlord harmless from any such liability, claims, damages, losses or expenses.

d. **Covenant against liens:** Tenant shall not cause or permit any lien against the Landlord's property or any improvements thereto to arise out of or accrue from any action or use thereof by Tenant and shall hold the Landlord harmless therefrom; provided, however, that Tenant may in good faith contest the validity of any alleged lien. Upon request of the Landlord, Tenant shall post a bond warranting payment of any such lien in the event Tenant contests such lien.

e. **Survival.** The Terms of this Article 7 will survive the expiration or termination of this Lease.

8. **NO ASSIGNMENT.** The rights granted to TENANT herein may not be assigned, transferred, encumbered or sublet in whole or in part without Landlord's prior written consent.

9. **REQUIRED IMPROVEMENTS.** The TENANT agrees to install a fence around the perimeter of the Premises. Said fence shall of a type to be approved by the LANDLORD prior to installation and shall be installed at the TENANT's sole expense.

10. **REMOVAL OF IMPROVEMENTS MADE BY TENANT.** TENANT agrees, at its own expense, to remove all of its personal property and any improvements that it may place on the Premises within thirty (30) days after the termination of this Lease and to restore the area to the same condition it was in prior to the granting of the lease. Should TENANT fail to so remove such property and improvements, the LANDLORD may at any time after said thirty (30) days have passed caused such improvements to be removed, and TENANT shall thereafter to liable for all costs related to such removal.

11. **SURVIVAL OF CERTAIN PROVISIONS.** The provisions of Article 7 (indemnification) and Article 10 (removal and restoration) shall survive termination of this lease and remain enforceable against TENANT in regard to events which occurred prior to the date of termination and TENANT's surrender of the Premises to LANDLORD.

12. **MAINTENANCE.** TENANT is responsible for all maintenance of the leased premises, including, but not limited to, snowplowing and sanding, as circumstances may require, and, further, agrees to keep the Premises in a neat and orderly condition to the satisfaction of the City of Portland Director of Public Buildings. If TENANT fails to so maintain the Premises, LANDLORD has the right, but not the obligation to perform such maintenance, and in such event, Tenant shall promptly, upon demand, reimburse the Landlord for the reasonable cost of the Landlord performing Tenant's maintenance obligation.

12. **LAWS AND REQUIREMENTS.** During the term, TENANT shall, at its own cost and expense, promptly observe and comply with all existing and future laws of the federal, state, and county and city governments, including the Fish Pier rules, and of all other governmental authorities affecting the Fish Pier Complex or appurtenances thereto, to the extent that such laws or regulations are directly related to the Premises, while such laws or regulations are in force, regardless of when enacted.

13. DEFAULT. Either party shall be determined to be in default hereunder if it shall fail to perform any obligations or comply with any terms or conditions stated herein within fifteen (15) days after receipt of notice of such failure from the other party or (if the default is of such nature that it cannot be cured within such period) if it shall fail to commence to cure the default within such period and thereafter diligently prosecute the cure to completion within a reasonable time. Upon such default and failure to cure, the other party shall have the right, at its option, and in addition to any other remedies, to terminate this Lease by giving the party in default written notice thereof and upon the giving of such notice, this Lease and the term hereof shall cease. Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises in accordance with the provisions of this Lease. If this Lease is terminated, Tenant shall remain liable to Landlord for all Rent accrued and unpaid up to the date of such termination, as well as all Rent for the remainder of the term as and when it shall come due. Tenant shall pay all reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel and consultant fees, that are incurred by Landlord as a result of Tenant's default under this Lease.

14. NOTICES. Any notice required to be given under this Lease shall be in writing and shall be hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the parties as stated below or such other address as either party may designate in writing to which its future notices shall be sent.

To Tenant:

Running Tide Technologies, Inc.
2 Portland Fish Pier, Suite 104
Portland, ME 04101

To Landlord:

Fish Pier Authority
City of Portland
389 Congress Street
Portland, Maine 04101
cc: City Manager, same address

15. ENTIRE AGREEMENT. This Agreement (including exhibits hereto) expresses the entire understanding and all agreements of the Landlord and the Tenant with each other, and neither the Landlord nor the Tenant has made or shall be bound by any agreement with or any representation to the other which is not expressly set forth in this Agreement (including the exhibits hereto). This Agreement and its Exhibits may be modified only by a written amendment approved by the governing bodies of both parties and signed by the Landlord and the Tenant.

16. GOVERNING LAWS. 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.

17. WAIVERS. Failure of the Landlord or Tenant 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 Landlord or Tenant at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed an 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.

IN WITNESS WHEREOF, the **PORTLAND FISH PIER AUTHORITY** has caused this Agreement to be signed by Nicholas Mavodones, its President; and **RUNNING TIDE TECHNOLOGIES, INC.**, has caused this Agreement to be signed by Marty Odlin, its Chief Executive Officer, thereunto duly authorized, as of the date first above-written.

WITNESS:

PORTLAND FISH PIER AUTHORITY

By: _____
Nicholas Mavodones
Its President

RUNNING TIDE TECHNOLOGIES, INC.

By: _____
Marty Odlin
Its Chief Executive Officer

50 feet

65 feet

**Lease Area
+/-3250 sq ft
to Running Tide Aquaculture**

Fence to be installed by Tenant

Exhibit A

Running Tide Gear Storage
Lease Agreement
Portland Fish Pier, Lot 1-1

30 15 0 30 Feet

