

Special City Council Meeting
December 7, 2015

1. Agenda

Documents: [AGENDA ONLY 2015-12-07.PDF](#)

2. Agenda With Packet

Documents: [AGENDA AND PACKET 2015-12-07.PDF](#)

ETHAN K. STRIMLING (MAYOR)
SPENCER THIBODEAU (1)
BELINDA S. RAY (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

AGENDA
SPECIAL CITY COUNCIL MEETING
DECEMBER 7, 2015

The Portland City Council will hold a Special City Council Meeting immediately following the Regular Organizational City Council Meeting at 12:00 Noon in City Council Chambers, City Hall. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 1) November 16, 2015 Regular City Council Meeting Minutes

PROCLAMATIONS:

APPOINTMENTS:

Order 114-15/16 Order Appointing Constables for 2016 – Sponsored by Jon P. Jennings,
(Tab 2) City Manager.

Constables are appointed annually to provide a variety of enforcement actions for the City of Portland, the Portland Public Library and Portland Housing Authority. Some city constables issue citations for such ordinance violations as “dog at large,” and others, from the Portland Fire Department, issue citations for Fire Code violations. In the Department of Public Works, employees appointed as constables can issue citations for the misuse of trash receptacles for domestic waste, for failure to clear the sidewalk of snow, or for enforcement action as a Park Ranger. Constables for the Portland Housing Authority have the authority to serve eviction notices; Portland Public Library constables may issue a warning for criminal trespass.

The order appoints the following individuals as constables for the 2016 calendar year:

Department of Building Inspections

Tammy Munson	Jonathan Rioux
Jeanie Bourke	Douglas Morin
Paul Fagone	Brian LaFlamme
Laurie Leader	Duane Hanson

Portland Housing Authority

Karin Lavigne	Trevor Nugent
David Gagne	Shannon Rafferty-Roy
Marcia Yeaton	

Jetport

Kate Oliver
Franklin L. Noiles

Portland Public Library

Joaquim Almeida
Miroslav M. Petrovic
Paul Tetzlaff

Parking Control

Kevin Ready
Paul Willey
John Peverada

Process Server, Portland Police Department

Kelly Watters

Cliff Island

Charles Green

Animal Control, Police Department

Debra Estrella

Fire Department

Keith Gautreau
David Petruccelli
Craig Messinger

Department of Public Works

Nancy Gagne
Rhonda Zazzara
Kevin Noyes
Mark Pinette
Paige L. Button

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

LICENSES:

Order 115-15/16 (Tab 3) Order Granting Municipal Officers' Approval of ABK 30CC LLC d/b/a Hero. Application for a Class III & IV (Wine & Beer) FSE License with Outdoor Dining on Public Property at 30 City Center – Sponsored by Kathleen L. Jones, City Clerk.

Application submitted 11/4/15. New City and State applications. Former location of Soakology.

Five affirmative votes are required for passage after public comment.

Order 116-15/16 (Tab 4) Order Granting Municipal Officers' Approval of Rhum LLC d/b/a Rhum. Application for a Class I FSE License with Entertainment without Dance and Outdoor Dining on Private Property at 4 Free St. – Sponsored by Kathleen L. Jones, City Clerk.

Application submitted 11/4/15. New City and State applications.

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Order 117-15/16 (Tab 5) Order Granting Municipal Officers' Approval of Sneaker Tree, LLC d/b/a Po'Boys and Pickles. Application for a Class III & IV (Wine & Beer) FSE License with Outdoor Dining on Private Property at 1124 Forest Avenue – Sponsored by Kathleen L. Jones, City Clerk.

Application submitted 11/9/15. New City and State applications. This is a change of ownership.

Five affirmative votes are required for passage after public comment.

**Order 118-15/16
(Tab 6)**

Order Granting Municipal Officers' Approval of Blue Phoenix Lounge LLC d/b/a Blue Phoenix Lounge. Application for a Class A Lounge License with Entertainment with Dance at 845 Forest Avenue – Sponsored by Kathleen L. Jones, City Clerk.

Application submitted 11/9/15. New City and State applications. Former location of Gourmutt Beastro & Barkery.

Five affirmative votes are required for passage after public comment.

**Order 119-15/16
(Tab 7)**

Order Granting Municipal Officers' Approval of Flatbread Company, Inc. d/b/a Flatbread Company. Application for a Class I FSE License with Outdoor Dining on Private Property at 72 Commercial Street – Sponsored by Kathleen L. Jones, City Clerk.

Application submitted 11/9/15. New City and State applications. Applicant holds a current Class III & IV (Wine & Beer) FSE License.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

ORDERS:

**Order 120-15/16
(Tab 8)**

Order Approving the Application and Acceptance of a Brownfields Revolving Loan Fund Grant – Sponsored by Jon P. Jennings, City Manager.

The Environmental Protection Agency has issued a request for Brownfields Revolving Loan Fund (RLF) grant applications. The Economic Development Department (EDD) would like to apply for \$800,000 to recapitalize the City's Brownfields RLF. The EDD is seeking City Council approval to apply for, and if successful, accept the Brownfields RLF grant from the EPA.

Five affirmative votes are required for passage after public comment.

**Order 121-15/16
(Tab 9)**

Order Accepting a Sidewalk Easement for Public Access from May Street 7-9 LLC - Sponsored by Jon P. Jennings, City Manager.

May Street 7-9, LLC is seeking the City Council's approval of a sidewalk easement for public access. The applicant is offering the City an easement to allow public access on a sidewalk located on their property along May Street.

On March 24, 2015, the Planning Board approved a Level III Site Plan and Subdivision application for the four-unit rental townhouse development located at 7-9 May Street. The Planning Board voted unanimously 4-0 (O'Brien, Morrisette and Eaton absent) to approve the application with waivers and conditions.

Five affirmative votes are required for passage after public comment.

**Order 122-15/16
(Tab 10)**

Order Granting a Revocable License at 185 Fore Street to the East India Land Company LLC – Sponsored by Jon P. Jennings, City Manager.

Bateman Partners, LLC is seeking the City Council's approval of a foundation license. The applicant is requesting the City license in order to allow the proposed building foundation footings to be under the sidewalk located along their property on Fore and India Streets.

On May 26, 2015 the Planning Board approved a Level III Site Plan and Subdivision application for a four-story, mixed-use building that contains 4,085 square feet of office/retail use on the first floor and eight residential units on the second through fourth floors at 185 Fore Street. The Planning Board voted unanimously 6-0 (Boepple absent) to approve the application with waivers and conditions.

Five affirmative votes are required for passage after public comment.

**Order 123-15/16
(Tab 11)**

Order Accepting Easements for Public Access, Granting an Irrevocable License and Releasing Easement Rights for Sewers and Drainage to Redfern Longfellow, LLC – Sponsored by Jon P. Jennings, City Manager.

The Department of Planning and Urban Development is forwarding a request by Redfern Longfellow, LLC seeking the City Council's acceptance of sidewalk easement, and roadway easement, and granting a building wall anchor irrevocable license. The applicant is offering the easement to the City to allow public access on the sidewalk located on their private property along Congress Street, as well as public vehicular access on Avon Street.

There is an existing drainage easement on the site and the applicant is asking the City to release the historic rights to the old sewer line (which is being removed) and the old surface drainage right (the applicant will assume responsibility for the surface drainage). In addition to the easements, the applicant is requesting an irrevocable license for wall anchors that will extend into the right-of-way. The construction of the building is proposed to use building wall anchors to secure the basement walls during construction.

On October 27, 2015, the Planning Board approved a Level III Site Plan and Subdivision application to redevelop the property with an eight-story apartment building located at 667 Congress Street. The Planning Board voted unanimously 4-0 (Hall and Soley absent) to approve the application with waivers and conditions.

Five affirmative votes are required for passage after public comment.

**Order 124-15/16
(Tab 12)**

Order Appropriating Funds from the Clement P. Wescott Trust Fund for Barron Center – Sponsored by Jon Jennings, City Manager.

The smoke stack at the Barron Center has been crumbling for several years and has become increasingly dangerous. The smokestack must be removed before winter because of the increased risk of injury to staff, visitors, and residents and the contractor's (Gray Goose Masonry) limited ability to work on this project during the winter.

The City's Preservation staff has approved removal of the smokestack on the grounds of the Barron Center.

The cost of removal is \$40,000 and will be paid from the Wescott Trust Fund which has a current balance of \$318,940, leaving a balance of \$278,940.00.

This item must be read on two separate days. This is its first reading.

**Order 125-15/16
(Tab 13)**

Order Authorizing the Option to Purchase and Appropriation of \$150,000 Re: 212 Canco Road - Sponsored by Jon P. Jennings, City Manager.

The current Lease/Purchase Agreement, executed June 21, 2013 (included in the agenda backup), with 212 Canco Realty LLC has the timeline for the City to exercise its purchase option between March 1, 2017 through October 31, 2018. City staff requests Council authorization to exercise that purchase option earlier, between January 1, 2016 through March 31, 2016.

Early acquisition does not change the property acquisition price, but it does require a financial appropriation. City acquisition in 2016 versus 2017 enables the City to advance City operations consolidation.

Acquisition of 212 Canco Road combined with 250 Canco Road (acquired by the City in September, 2015) and JB Brown Quarry Road property creates a 13+ acre campus for one City public service delivery location which has been a priority for the City for over a decade.

Existing City Council Approved Property Lease/Purchase Option for 212 Canco Road

An overview of the existing approved 212 Canco Road Lease with purchase option includes:

Property Location: The property is located in a “central service delivery location” in an industrially zoned property with adjacent industrial users.

Property Size: 4.2186 acres

Building Square Footage: 68,730

Municipal Assessed Value: \$3,053,370

Agreed Upon Property Purchase Price: \$2.9 million fixed for three years. The market value of industrial property is increasing and a fixed acquisition price provides the City with purchase price certainty.

The lease/purchase approach presented the City with a phased approach, over time, to fully implement the department consolidation plan. The lease/purchase option to acquire 212 Canco Road was structured to meet the needs of the property owners and enable City use of approximately fifty-five percent of the building starting October 2013 as detailed in the Lease.

The remaining forty-five percent of the building is occupied by two commercial tenants who have five (5) year leases through to the Summer/Fall of 2018. The proposed lease/purchase approach honors the leases of the two existing tenants and enables the City to gain use of the entirety of the building in 2018.

Property Acquisition. On September 9, 2013, the City Council authorized issuance of \$3.05 million in general obligation debt to support property acquisition to move ahead with the City department consolidation plan. This was combined with a previous appropriation of \$100,000 for preliminary costs associated with the relocation of City operations out of Bayside.

City Costs to Lease 212 Canco Road. Separate from the above City Council debt service authorizations, the City Council financially appropriated funds to cover the cost of the City leasing space in 212 Canco for approximately four years through the date of the planned City acquisition in March, 2017.

Cost Benefit Analysis to Acquire the Property Early. Acquiring 212 Canco Road in the first quarter of 2016 versus Spring 2017 will result in the following:

The owners of 212 Canco Road are requesting a one-time payment of \$150,000 in order to allow for the City to acquire the property in the first quarter of 2016 versus Spring of 2017. Cost benefit analysis per the below table demonstrates it is in the City's best interest to proceed with an early acquisition of this property, and the one-time payment of \$150,000 will be more than off-set with City space lease cost "savings", plus receiving revenue from two existing commercial tenants.

212 Canco Lease Payments	
January 1, 2016 through March 31, 2017	
City:	\$132,641
2 Tenants:	\$209,210
Total:	\$341,851
Subtract One-Time Payment:	\$150,000
Net to City:	\$191,851

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AMENDMENTS:

**Order 126-15/16
(Tab 14)**

**Amendment to Portland City Code Chapter 21 Farmers' Markets
Re: Location – Sponsored by Jon P. Jennings, City Manager.**

Over the past five years, representatives of the Portland Farmers' Market Association have contacted the city's Planning Department and Business Licensing Division on several occasions regarding possible locations for the Farmers' Market, as the growth in demand for locally sourced products and the success of the market has resulted in a changing set of needs. For example, the Association's winter market was originally held in the Irish Heritage Center on State Street, but due to parking constraints, moved to the Urban Farm Fermentory (UFF) in East Bayside in 2013.

This fall the organization realized that the UFF would no longer be large enough to accommodate the number of growers in the market; the association contacted the city once again regarding another move, this time to a vacant building on Cove Street in East Bayside.

However, Chapter 21 (Farmers' Markets) of the city's ordinance, which governs the location of the market, tightly confines the market's hours of operation, days of operation, and possible locations to four. Thus, every time that the market has moved over the past several years, an amendment to Chapter 21 has been required. In order to minimize the necessity of future text amendments as the market's needs continue to evolve, staff is suggesting a text amendment to Chapter 21 to broaden the potential market locations to include properties in both the IL-b zone (East Bayside) and any zone where retail establishments are a permitted by use. The text amendment would also allow the market some flexibility in terms of hours of operation and days of operation in those zones. The market would still be subject to licensing through the city's Business Licensing Division.

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Re: Location – Sponsored by Jon P. Jennings, City Manager.**

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LICENSE RENEWALS

Tab 1 12/7/15

IN COUNCIL REGULAR MEETING NOVEMBER 16, 2015 VOL. 131 PAGE 44

ROLL CALL: Mayor Brennan called the meeting to order at 7:00 P.M.(Marshall, Donoghue, Hinck before the approval of the minutes).

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Duson and seconded by Councilor Suslovic for approval of the November 2, 2015 City Council Minutes. Passage 9-0.

PROCLAMATIONS:

Proc 9-15/16 **Proclamation Honoring Officer Christopher Coyne as Officer of the Month for October, 2015 – Sponsored by Mayor Michael F. Brennan.**

Proc 10-15/16 **Proclamation Honoring Sara Clukey, Police Department, as Employee of the Month for November, 2015 – Sponsored by Mayor Michael F. Brennan.**

Proc 11-15/16 **Proclamation Honoring Portland Area Youth Soccer Association U13 Girls State Championship Team – Sponsored by Mayor Michael F. Brennan.**

APPOINTMENTS:

Order 102-15/16 **Order Appointing Constables for 2015 Re: Department of Public Services, Solid Waste Management Program – Sponsored by Jon P. Jennings, City Manager.**

This order appoints Kevin Noyes and Mark Pinette as Constables, for the Department of Public Services for the remaining calendar year 2015. This appointment shall be effective until 12:00 midnight, December 31, 2015.

Motion was made by Councilor Costa and seconded by Councilor Suslovic for passage. Passage 9-0.

IN COUNCIL REGULAR MEETING NOVEMBER 16, 2015 VOL. 131 PAGE 45

CONSENT ITEMS:

Order 103-15/16 Order Approving Transfer of Funds Under 15 M.R.S. §§5824(3) and 5826(6) Re: State of Maine v. Andrew Rupard – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Costa and seconded by Councilor Suslovic for approval of the Consent item. Passage 9-0.

LICENSES:

BUDGET ITEMS:

COMMUNICATIONS:

Com 5-15/16 Communication Re: City Code Chapter 17, Article VIII. Recreational Use of Marijuana by Adults 21 Years of Age or Older – Sponsored by Jon P. Jennings, City Manager.

Com 6-15/16 Communication Re: FY2015 Tax Increment Financing Annual Report – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

Com 7-15/16 Communication Re: 2015 Annual Report of the Housing and Community Development Committee – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

Com 8-15/16 Communication Re: Revision of Sub-Meter Prices and Applications - Sponsored by Jon P. Jennings, City Manager.

RESOLUTIONS:

UNFINISHED BUSINESS:

**Order 98-15/16 Amendment to City Code Chapter 2 (Administration) Article VIII.
Re: Director of the Bureau of Emergency Preparedness – Sponsored
by Jon Jennings, City Manager. This item was given first reading on
November 2, 2015.**

Motion was made by Councilor Suslovic and seconded by Councilor
Brenerman for passage. Passage 9-0.

**Order 99- 15/16 Amendment to Portland City Code Chapter 10. Fire Prevention and
Protection. Article VIII – Signaling Systems for the Protection of Life
and Property Sections 10-101 to 10-102 Re: Wireless Alarm System –
Sponsored by Councilor Edward Suslovic, Chair, Public Safety,
Health & Human Services Committee. This item was given first
reading on November 2, 2015.**

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

**Order 100-15/16 Amendment to Portland City Code Chapter 14. Land Use. Article III.
Zoning. Sections 14-182 and 14-295 to Re: Commercial Kitchens and
Small Gravel Lots – Sponsored by the Planning Board, Elizabeth
Boepple, Chair. This item was given first reading on November 2,
2015**

Motion was made by Councilor Suslovic and seconded by Councilor
Brenerman for passage. Passage 9-0.

**Order 101-15/16 Amendment to Portland City Code Chapter 14. Land Use. Article III.
(Tab 14) Zoning, Section 14-230.2 Re: Self-Storage Units and Equipment
Storage - Sponsored by the Planning Board, Elizabeth Boepple,
Chair. This was given first reading on November 2, 2015.**

Motion was made by Councilor Suslovic and seconded by Councilor
Hinck for passage. Passage 9-0.

ORDERS:

Order 104-15/16 Order Approving and Authorizing the Amended and Restated Land Swap with J.B. Brown & Sons and Fore River Warehouse & Storage Co. and the City of Portland Re: Canco Road Site for Department of Public Services Facility – Sponsored by Jon P. Jennings, City Manager.

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

Order 105-15/16 Order Accepting Pedestrian Easement for Public Sidewalk on Orange Street – Sponsored by Jon P. Jennings, City Manager.

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

Order 106-15/16 Order Accepting the State and High Streets Two-Way Feasibility Study – Sponsored by the Transportation, Sustainability and Energy Committee, Councilor David A. Marshall, Chair.

Motion was made by Councilor Marshall and seconded by Councilor Donoghue for passage. Passage 8-1, (Brenerman).

Order 107-15/16 Order Approving the Fiscal Year 2016 Letter of Agreement Re: The Interlocal Stormwater Working Group – Sponsored by Jon P. Jennings, City Manager.

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

AMENDMENTS:

Order 108-15/16 Amendment to Portland City Code Re: Renaming the Department of Public Services to the Department of Public Works – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Suslovic and seconded by Councilor Hinck to waive second reading. Passage 9-0.

Motion was made by Councilor Suslovic and seconded by Councilor Costa for passage as an emergency. Passage 9-0.

Order 109-15/16 Amendment to Portland City Code Chapter 15. (Licenses and Permits) Section 15-12. Fees and Chapter 28. (Traffic and Motor Vehicles) Article VIII – Licensing of Booting of Motor Vehicles, Section 273 Re: Booting of Motor Vehicles - Sponsored by the Transportation, Sustainability & Energy Committee, Councilor David A. Marshall, Chair.

Motion was made by Councilor Marshall and seconded by Councilor Donoghue to waive the second reading. Passage 9-0.

Motion was made by Councilor Brenerman and seconded by Councilor Mavodones to amend Order 109 by adding Payment based on number of booted vehicles unlawful. Motion failed 2-7 (Duson, Mavodones, Hinck, Donoghue, Marshall, Costa, Suslovic).

Motion was made by Councilor Marshall and seconded by Councilor Donoghue to amend Order 109 by adding to 28.290 §C, that signs will be posted in private lots while the lots are in operation. Passage 9-0

Motion was made by Councilor Marshall and seconded by Councilor Donoghue for passage as amended. Passage 6-3 (Duson, Mavodones, Suslovic).

Order 110-15/16 Amendment to Portland City Code Chapter 7 (Cemeteries) Articles I-VII Re: Revisions for the Sale of Columbarium Niches- Sponsored by Corporation Counsel, Danielle West-Chuhta.

Motion was made by Councilor Donoghue and seconded by Councilor Marshall to waive the second reading. Passage 7-0 (Brenerman, Suslovic out) .

Motion was made by Councilor Marshall and seconded by Councilor Costa for passage as an emergency. Passage 7-0 (Brenerman, Suslovic out).

Order 111-15/16 Amendment to Portland City Code Chapter 25. Streets, Sidewalks, (Tab 22) other Public Places Article II. Obstructions, Encumbrances and Authorized Events Re: Repeal of Section 25-17 (b), Prohibitions on Median Strips – Sponsored by Danielle West-Chuhta, Corporation Counsel.

IN COUNCIL REGULAR MEETING NOVEMBER 16, 2015 VOL. 131 PAGE 49

Motion was made by Councilor Donoghue and seconded by Councilor Duson to waive the second reading. Passage 7-0 (Brenerman, Suslovic out).

Motion was made by Councilor Costa and seconded by Councilor Duson to pass as an emergency. Passage 8-0 (Suslovic out).

Motion was made by Councilor Marshall and seconded by Councilor Duson to adjourn. Passage 9-0 at 11:30 P.M.

A TRUE COPY.

Katherine L. Jones, City Clerk

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

Order 114-15/16
Tab 2 12-7-15
DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPOINTING CONSTABLES FOR 2016

ORDERED, that the individuals listed below are hereby appointed as constables for calendar year 2016;

BE IT FURTHER ORDERED, that these appointments shall be effective from 12:01 a.m. January 1, 2016, until 12:00 midnight, December 31, 2016;

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

**DEPARTMENT OF BUILDING
INSPECTIONS**

Tammy Munson
Jonathan Rioux
Jeanie Bourke
Douglas Morin
Paul Fagone
Brian LaFlamme
Laurie Leader
Duane Hanson

PORTLAND HOUSING AUTHORITY

Karin Lavigne
Trevor Nugent
David Gagne
Shannon Rafferty-Roy
Marcia Yeaton

JETPORT

Kate Oliver
Franklin L. Noiles

PORTLAND PUBLIC LIBRARY

Joaquim Almeida
Miroslav M. Petrovic
Paul Tetzlaff

PARKING CONTROL

Kevin Ready
Paul Willey
John Peverada

**PROCESS SERVER, PORTLAND
POLICE DEPARTMENT**

Kelly Watters

CLIFF ISLAND

Charles Green

**ANIMAL CONTROL
POLICE DEPARTMENT**

Debra Estrella

FIRE DEPARTMENT

Keith Gautreau
David Petruccelli
Craig Messinger

**DEPARTMENT OF PUBLIC
SERVICES**

Nancy Gagne
Rhonda Zazzara
Kevin Noyes
Mark Pinette
Paige L. Button

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Corporation Counsel

DATE: 11/17/2015

SUBJECT: Order Appointing Constables for 2016

SPONSOR: City Manager Jon Jennings's sponsorship is requested

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action 12/7/2015

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

The order needs to be effective before January 1, 2016, and it would be effective with one day to spare if approved at the December 21, 2015.

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

I. ONE SENTENCE SUMMARY

Appointment as a Constable authorizes a person to issue a citation for a violation of City Code or serve notices, but it does not allow a person to make an arrest or carry a gun.

II. AGENDA DESCRIPTION

Constables are appointed annually to provide a variety of enforcement actions for the City of Portland, the Portland Public Library and Portland Housing Authority. Some city constables issue citations for such ordinance violations as "dog at large," and others, from the Portland Fire Department, issue citations for Fire Code violations. In the Department of Public Works, employees appointed as constables can issue citations for the misuse of trash receptacles for domestic waste, for failure to clear the sidewalk of snow, or for enforcement action as a Park Ranger. Constables for the Portland Housing Authority have the authority to serve eviction notices; Portland Public Library constables may issue a warning for criminal trespass. The order appointing constables is for the 2016 calendar year.

The authority provided by this order is limited. Unless the constable is directly working for the City Parking Division, no constable may issue parking tickets. None are authorized to make arrests or carry a gun.

III. BACKGROUND

See below.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

This is an annual order made before the start of every calendar year. Constable authority expires at the end of each year and must be renewed, pursuant to Portland City Code Sections 20-19 and 20-19.5.

V. FINANCIAL IMPACT

There is no financial impact to these appointments, except in savings to the Portland Police Department, which is not required to serve citations on behalf of the City, issue notices of criminal trespass at the Library while these constables are available to do that in their stead.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

None.

VII. RECOMMENDATION

This order is approved by Corporation Counsel as to form.

VIII. LIST ATTACHMENTS

Order Appointing Constables for 2016

Prepared by: Nancy English

Date: November 17, 2015

Bean/agendarequestmemo/rev 11/2015

Sonia Bean - Addresses

From: Judith Rosen
To: Sonia Bean
Date: 11/9/2015 9:33 AM
Subject: Addresses

Spencer Thibodeau, 69 Pitt Street - Apt. 2, Portland, ME 04103
Belinda Ray: 65 East Oxford Street - 04101

Judith Rosen
Senior Administrative Assistant
Executive Department
City of Portland
874-8685

*Order 115-15/16
Feb 3 12-7-15*

ETHAN STRIMLING (MAYOR)
BELINDA RAY (1)
SPENCER THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

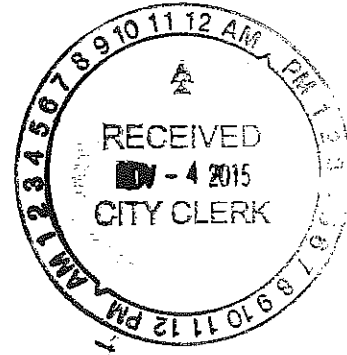
CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**ABK 30CC LLC d/b/a Hero. Application for a Class III & IV (Wine & Beer) FSE License with
Outdoor Dining on Public Property at 30 City Center.**

ABK 30CC LLC. DBA , HERO
30 City Center
Portland, Me 04101



Letter of Intent

To the Mayor and Members of the City Council;

Our company, ABK 30CC LLC, intends to use the premise of 30 City Center as a food establishment.

Premise will be used for the restaurant named Hero. The menu will consist of sandwiches, salads and a small selection of side dishes. There will be limited dining on-premise and out door seasonal seating with a majority of the foods prepared to go for take out. Hero will offer a selection of non-alcoholic beverages along with beer and wine.

Best,

A handwritten signature in black ink, appearing to read 'T. Bernard'.

Todd Bernard

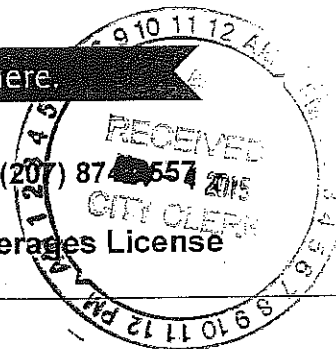
Portland, Maine



Yes. Life's good here.

Office of the City Clerk • 389 Congress St. • Portland, ME 04101 • (207) 874-5574

Application for Food Service Establishment with Alcoholic Beverages License



Business Information	
Business Name (d/b/a):	HERO Phone: 207.956.3420
Location Address:	30 CITY CENTER, PORTLAND, ME Zip: 04101
If new, what was formerly at this location:	SOAKOLOGY
Mailing Address:	30 City Center Zip: 04101
Contact Person:	TODD BERNARD Phone: 207.956.3420
Contact Person Email:	toddbernard09@gmail.com
Manager of Establishment:	TODD BERNARD Phone: 207.956.3420
Owner of Premises (Landlord):	MAURA + Peter Rodway
Address of Premises Owner:	P.O. Box 444 Portland, ME Zip: 04112

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
ABK 30CC LLC.		30 City Center, Portland, ME Zip: 04101	
Contact Person:	TODD BERNARD	Phone:	207.956.3420
Principal Officers	Title	Date of Birth	Residence Address
TODD BERNARD	OWNER	06/01/74	9 Holland Place, Topsham, Me 04086
MIKE KEON	OWNER	05/25/62	486 Congress St. Portland, Me 04101
Anthony Allen	OWNER	09/03/62	2 Stanley Ave, Newburyport, Ma 01950

About Your Establishment

Class of Liquor License:	CLASS III and IV (wine and beer)		
Type of food served:	Hot prepared, Sandwiches and salads/sides eat-in and take-out		
Please circle all that will be served:	☒ Beer ☒ Wine ☐ Liquor		
Projected percentage of sales:	Generated from Food:	80%	Generated from Alcohol: 20%
Hours & days of operation:	7 DAYS 11:30 AM - 10:00 PM		

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒ Y ☐ N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒ Y ☐ N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	☒ Y ☐ N
Will you permit dancing on the premises?	☒ Y ☐ N
Will you permit dancing after 1:00 a.m.?	☒ Y ☐ N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒ Y ☐ N
If yes, will the outside dining be on ☒ PUBLIC or ☐ PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	☒ Y ☐ N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? December 15th 2015	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☒ Y ☐ N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒ Y ☐ N
If Yes, please list business name(s) and location(s): OTTO PIZZA, EMPIRE, SPACE GALLERY	
Is any principal officer under the age of 21?	☒ Y ☐ N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒ Y ☐ N
If Yes, please explain: Driving to endanger several years ago	

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

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

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

Signature Todd Bernard Title Owner Date 11/02/15

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



Outdoor Dining Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Check all that apply: ☒ New Application for Outdoor Dining or ☐ Renewal Application for Outdoor Dining ☐ Application for dining on Private Property		
☐ Outdoor Dining in a Public Park ☐ If Renewal, are there changes to previous permit?		
☒ Outdoor Dining in a Historic District ☒ Yes ☐ No		
☐ Petition for Exception for Special Circumstances		
☐ Liquor License required?		
City Clerk signature for liquor license approval: _____		
OR Pending Council Date: _____		
Location Name & Address: <u>Hero 30 City Center</u>	Chart <u>027</u>	Block <u>F023</u>
Owner Name: MAURA REDWAY MAURA Redway	Lot <u>855</u>	
Owner Phone #: 207.233.8850 207.233.8850	Total Square Footage of Proposed Outdoor Dining Area: ¹ <u>81 sq/ft</u>	
Applicant *must* be owner or lessee		
Name: <u>ABK 30 CC LLC</u>	Fee: \$80 (Public-Annual) \$125 (Private 1X)	
Address: <u>30 City Center</u>	Total Sq. Ft.: <u>81 sq/ft</u>	
City, State & Zip: <u>Portland, ME. 04101</u>	Sq. Ft. Fee: (sq ft x \$2) \$ <u>162</u>	
E-Mail: <u>toddbernard09@gmail.com</u>	(sq ft x \$6 for public parks)	
Current use: <u>Restaurant</u>	Total Fees: \$ <u>242.00</u>	
Business name: <u>Hero</u>	(Permit not issued until all fees are paid)	
Seating area dimensions: <u>9' x 9'</u>		
How many chairs? <u>16</u> How many tables? <u>4</u>		
☒ Yes Alcohol is served.		
☐ No Alcohol being served.		
Who should we contact: <u>TODD BERNARD</u> Phone: <u>207.956.8420</u>		
Address: <u>30 City Center</u> E Mail: <u>toddbernard09@gmail.com</u>		

Please submit all of the information outlined in the Outdoor Dining Application Checklist. Failure to do so will result in the automatic denial of your permit. New applications and renewals are reviewed on an annual basis and should be submitted no later than June 1st.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

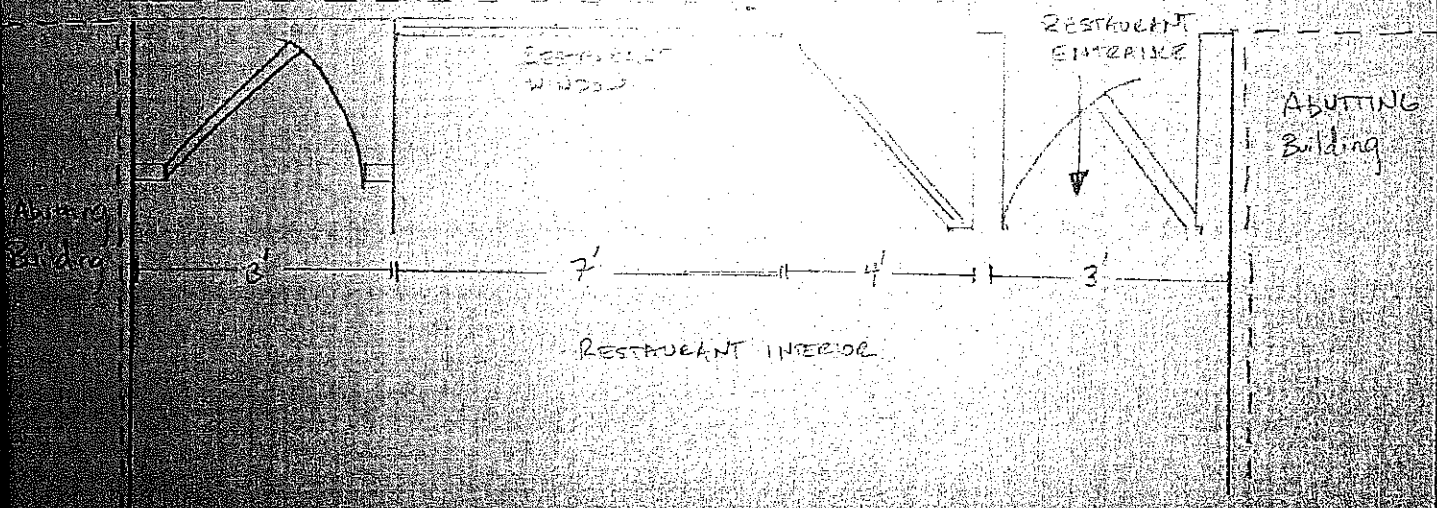
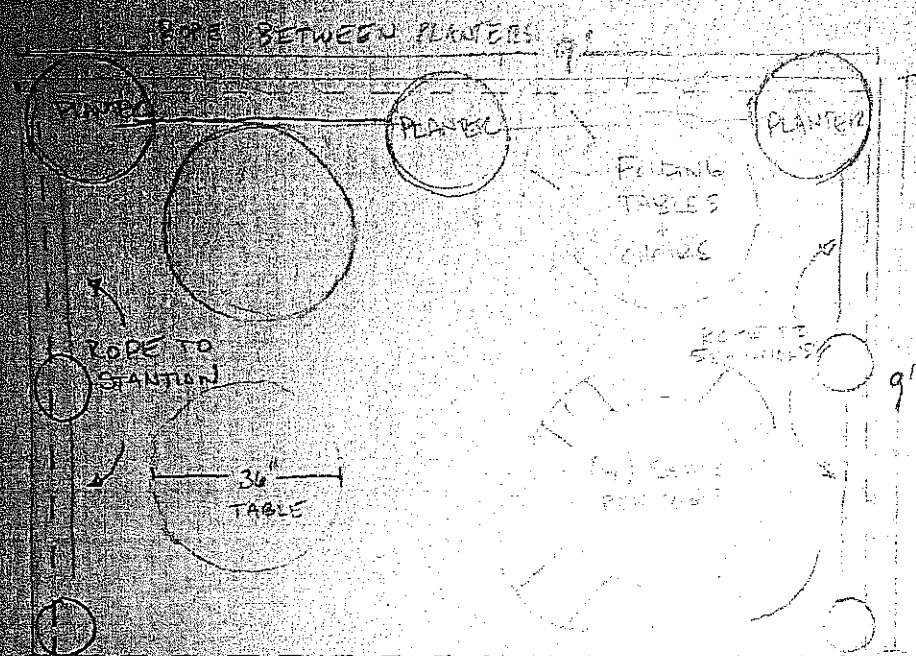
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant: _____

Date: 11/02/15

¹ In no instance shall the total square footage of dining area equal more than 10% of park space, unless the applicant receives a waiver from the Director of Parks and Recreation or his or her designee.

CITY CENTER SQUARE
30 CITY CENTER



Department of Public Safety
Division

Liquor Licensing & Inspection



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☐ MALT ☐ SPIRITUOUS ☐ VINOUS

INDICATE TYPE OF LICENSE:

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) --(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>ABK 30CC LLC</u> DOB: _____			2. Business Name (D/B/A) <u>HERO</u>		
DOB: _____			DOB: _____		
DOB: _____			Location (Street Address) <u>30 City Center</u>		
Address <u>30 City Center</u>			City/Town <u>Portland</u> State <u>Me</u> Zip Code <u>04101</u>		
			Mailing Address <u>30 City Center</u>		
City/Town <u>Portland</u> State <u>Me</u> Zip Code <u>04101</u>			City/Town <u>Portland</u> State <u>Me</u> Zip Code <u>04101</u>		
Telephone Number <u>207.956.3420</u> Fax Number <u>/</u>			Business Telephone Number <u>207.536.0899</u> Fax Number <u>/</u>		
Federal ID. # <u>47-4833102</u>			Seller Certificate # _____		

3. If premises are a hotel, indicate number of rooms available for transient guests: /

4. State amount of gross income from period of last license: ROOMS \$ / FOOD \$ / LIQUOR \$ /

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

7. If manager is to be employed, give name: TODD BERNARD

8. If business is NEW or under new ownership, indicate starting date: DEC. 15th 2015

Requested inspection date: DEC 7th 2015 Business hours: 11:30 AM - 10:00 PM

9. Business records are located at: _____

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

11. Is/are applicant(s) residents of the State of Maine?

YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
TODD BERNARD	06/01/74	Lewiston, Me
MIKE KEON	05/25/62	Lowell, MA
ANTHONY ALLEN	09/03/62	Newburyport, MA

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

TODD Bernard - Topsham, Me
Mike Keon - Portland, Me
Anthony Allen - Newburyport, MA.

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

Name: TODD BERNARD

Date of Conviction: 04/01/10

Offense: Driving to Endanger

Location: Sagadahoc County

Disposition: Guilty

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

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

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

MAURA + Peter Rodway P.O. Box 444 Portland, Me. 04112

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required)

700 sq/ft full-service / take out, lunch centric ~~food~~ Restaurant

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

YES ☐ NO ☒ Applied for: Nov. 3rd 2015

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 300 YARDS Which of the above is nearest? School

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

If YES, give details: _____

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

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

Dated at: Portland, ME

Town/City, State

on Nov. 3rd, 20 15

Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

Supplemental Information Required for
Business Entities Who Are Licensees

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

ABK 30 CC LLC.

2. Other business name for your entity (DBA), if any:

HERO

3. Date of filing with the Secretary of State: Nov. 3RD 2015

4. State in which you are formed: MAINE

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

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

Name	Address for Previous 5 years	Date of Birth	Ownership %
TODD BERNARD	9 Holland Place, Topsham, Me 04086	06/01/71	33
MIKE LEON	486 Congress St. Portland, Me 04101	05/25/62	33
Anthony Allen	2 Stanley Ave. Newburyport, MA 01950	09/03/62	33

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

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

Yes ☒ No ☐

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: Todd Bernard

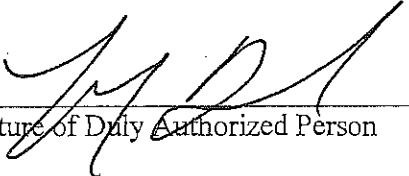
Date of Conviction: 04/01/10

Offense: Driving to Endanger

Location of Conviction: Sagadahoc County

Disposition: Guilty

Signature:


Signature of Duly Authorized Person

11/03/15
Date

TODD BERNARD
Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To: Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov

Hero

Sandwich Salad

Chicken

Herb Roasted Chicken, Romaine,
Pickled Red Onion, Tomato w/ lemon Dressing

Pork

Cherry Tomato, Pickled Red Onion,
Cucumber, Feta Cheese

Lamb

Cucumber, Radish, Pickled Red Onion,
Feta Cheese, Roamaine Lettuce

Veg

Roasted Root Vegetables

Sides

Fries
Crushed Red Potatoes
Chicken Stock Soup
Small Super Green Salad

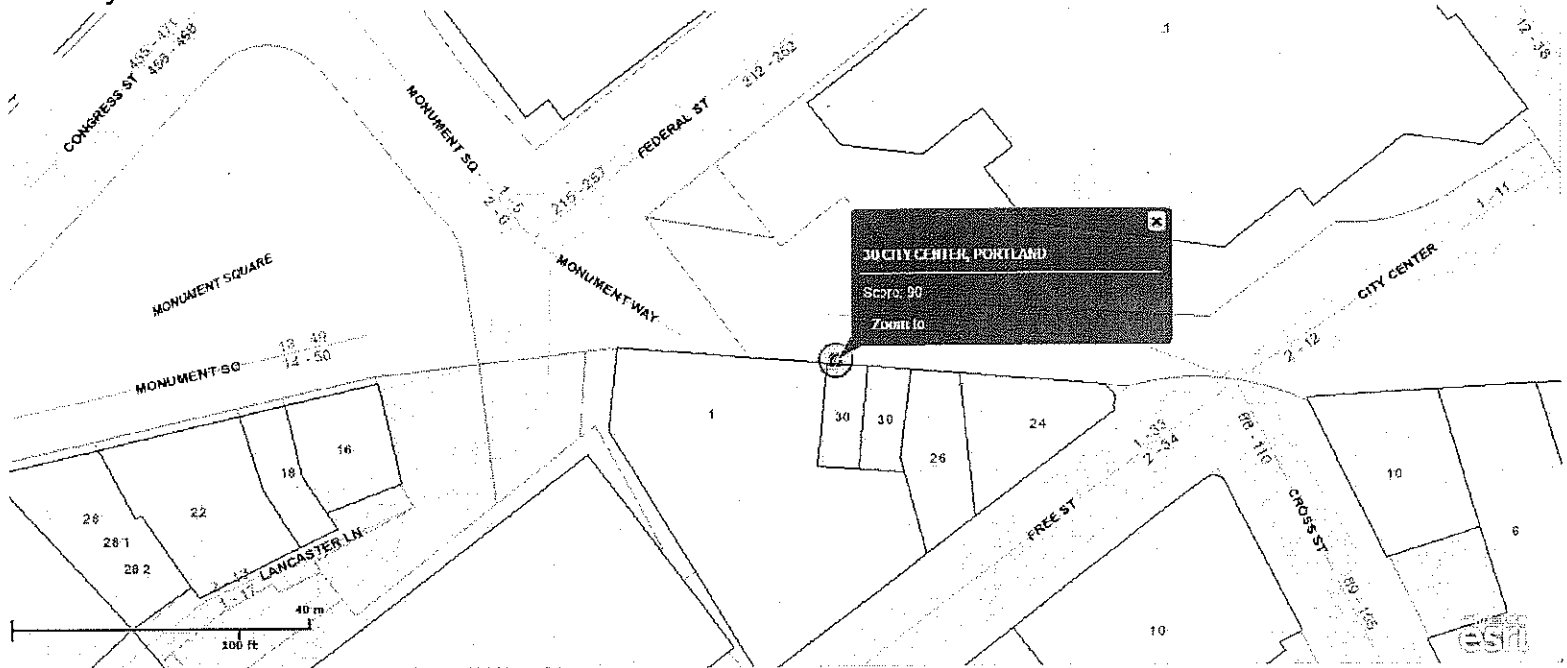
Frozen Yogurt

Beer and Wine

Sodas & Non-Alcohol

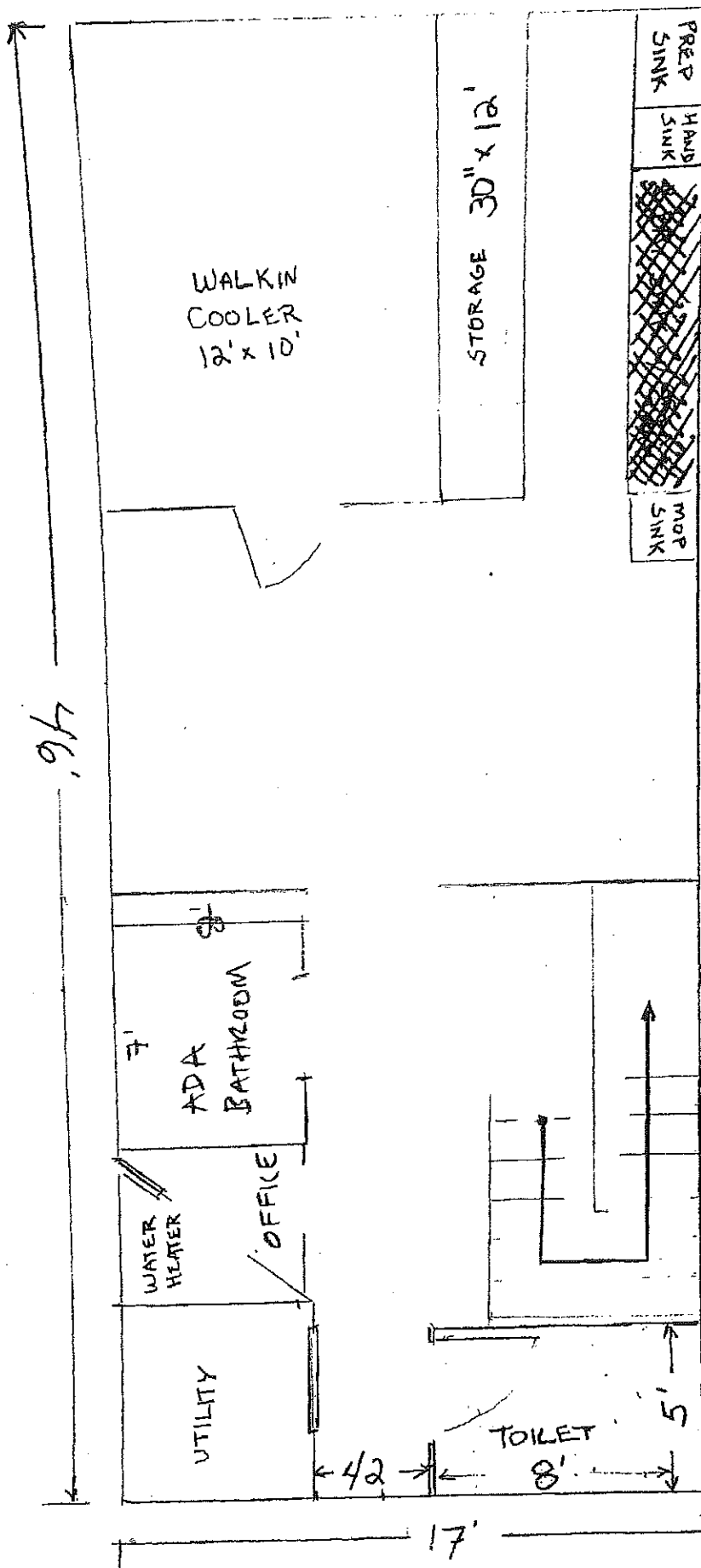
Hero

30 City Center



Copyright 2011 Esri. All rights reserved. Mon Nov 9 2015 08:48:27 AM.

BASEMENT



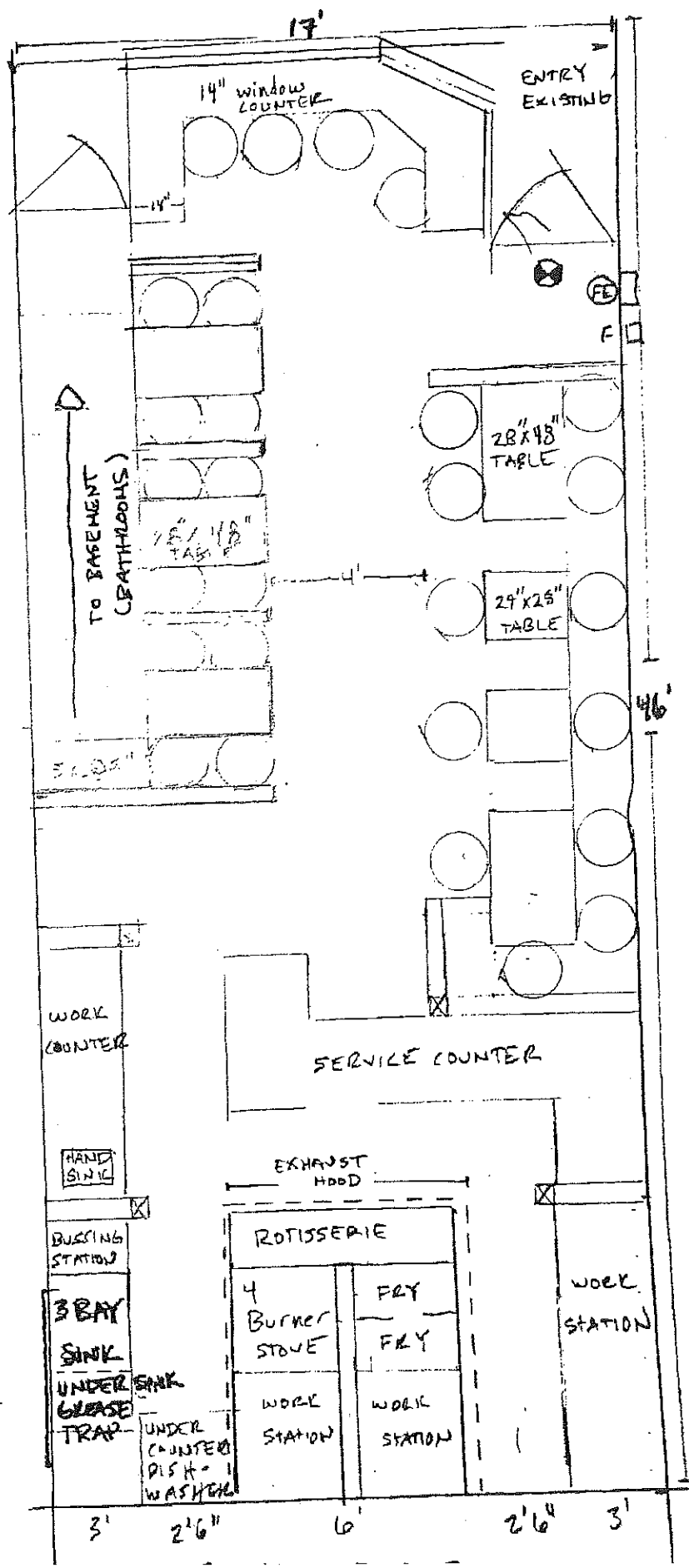
BASEMENT FLOOR

700 SQ. FT.

SCALE: 1/4" = 1'

PREMISE DIAGRAM

GROUND FLOOR





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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684197

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :
Inquiries Name(s) TODD BERNARD (1974-06-01)

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

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

****THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2015-11-09**

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

THE FOLLOWING ATN(S) ARE UNSUPPORTED BY FINGERPRINTS IN STATE BUREAU OF IDENTIFICATION FILES:
(797337A).

Identification

Subject Name/or potential Alias Name(s)

BERNARD, TODD M

Subject Description (date information provided listed in parentheses)

State ID Number
ME0226698

DOC Number
Unknown/NA

Sex
Male

Race
White

Skin Tone
Unknown/NA

Height
600

Weight
180

Date of Birth
1974-06-01

Hair Color
Brown

Eye Color
Blue

Scars, Marks, and Tattoos
Unknown/NA

Place of Birth
Unknown/NA

Citizenship
Unknown/NA

Residence
Residence as of
Address

2011-10-21
9 HOLLAND PLACE
TOPSHAM, ME 04086

Caution Information

Firearms Disqualified

C - Cleared

Criminal History

Cycle 001

ATN/Tracking Number
Earliest Event Date

797337A
2010-04-24

Arrest/Charge
Arrest/Charge Date
Arresting/Charging Agency
Subject Name(s)
Arrest Type
Charge 1

(Cycle 001)
2010-04-24
SAGADAHOC CO SO BATH; ME0120000
BERNARD, TODD A
Adult

Charge Number 797337A 001
Charge Tracking Number 797337A
Charge Case Number 10007021
Agency SAGADAHOC CO SO BATH; ME0120000
Offense Date 2010-04-24
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)

Statute 29-A MRSA SUBSECTION 2411(1-A)(A)
 State Sequence Code 11493
 Severity Misdemeanor
 Enhancing Factor

Prosecutor Disposition (Cycle 001)
 Prosecutor Agency DISTRICT ATTORNEY'S OFFICE ROCKLAND; ME007013A
 Charge 1

Charge Number 797337A 001
 Charge Tracking Number 797337A
 Offense Date 2010-04-24
 Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
 Statute 29-A MRSA SUBSECTION 2411(1-A)(A)
 State Sequence Code 11493
 Severity Misdemeanor
 Inchoate Charge
 Enhancing Factor
 Prosecutor Record Modified/Updated ADDED

Court Disposition (Cycle 001)
 Court Case Number BATSCCR201000187
 Court Agency SUPERIOR COURT BATH; ME012015J
 Charge 1

Charge Number 797337A 001
 Charge Tracking Number 797337A
 Agency SUPERIOR COURT BATH; ME012015J
 Offense Date 2010-04-24
 Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)
 Statute 29-A MRSA SUBSECTION 2411(1-A)(A)
 State Sequence Code 11493
 Severity Misdemeanor
 Inchoate Charge
 Enhancing Factor
 Disposition 2011-08-17; DISMISSED BY DA/AG - PLED OTHER CHARGE

Sentencing No data supplied

Corrections No data supplied

Index of Agencies

Agency SUPERIOR COURT BATH; ME012015J
 Agency Telephone 207-443-9733
 Address PO BOX 246
 BATH, ME 04530

Agency DISTRICT ATTORNEY'S OFFICE ROCKLAND; ME007013A
 Agency Telephone 207-594-0424
 Address 62 UNION STREET
 ROCKLAND, ME 04841

Agency SAGADAHOC CO SO BATH; ME0120000
 Agency Telephone 207-443-8201
 Address 752 HIGH STREET

BATH, ME 04530



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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684196

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :
Inquiries Name(s) MICHAEL KEON (1962-05-25)

NO MATCH WAS FOUND FOR YOUR REQUEST.



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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684201

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :
Inquiries Name(s) ANTHONY ALLEN (1962-09-03)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Business Licensing - HERO - PENDING Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 11/11/2015 3:11 PM
Subject: HERO - PENDING Business License Approval

HERO - PENDING is Approved for their Business License Inspection by the Police Dept.

Date: 11/11/2015

Zone:

Comments: Class 3, 5 w/outdoor dining.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295



Office of the City Clerk

Katherine L. Jones, CCM, City Clerk

November 19, 2015

Hero

Attn: Todd Bernard

30 City Center

Portland, ME 04101

Re: ABK 30CC LLC d/b/a Hero. Application for a Class III & IV (Wine & Beer) FSE License with Outdoor Dining on Public Property at 30 City Center.

Dear Mr. Bernard,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, December 7th, at 12:00 p.m.** for the review of your application for a Class III & IV (Wine & Beer) FSE License with Outdoor Dining on Public Property at 30 City Center. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

A handwritten signature in cursive script, appearing to read "Janice Gardner".

Janice Gardner

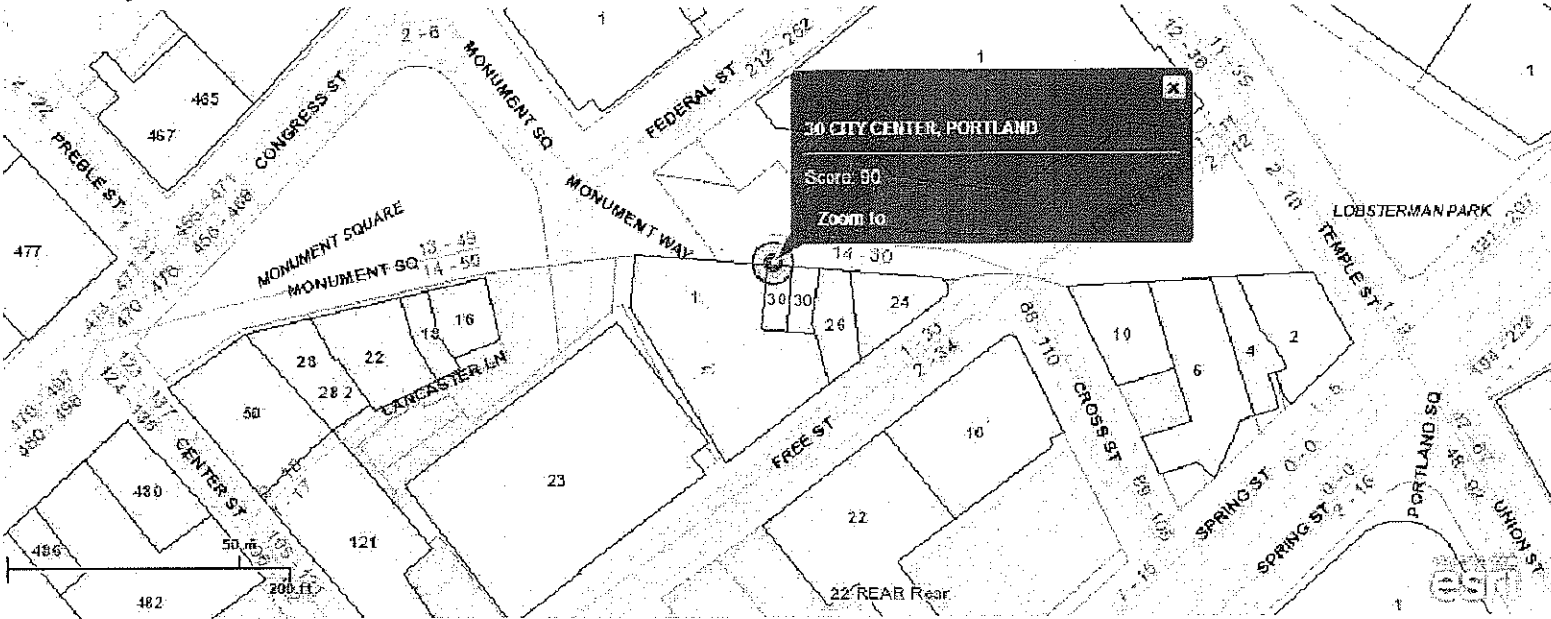
Business License Administrator

207-874-8557

bl@portlandmaine.gov

Hero

30 City Center



*Order 116-15/16
Tab 4 12-7-15*

ETHAN STRIMLING (MAYOR)
BELINDA RAY (1)
SPENCER THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

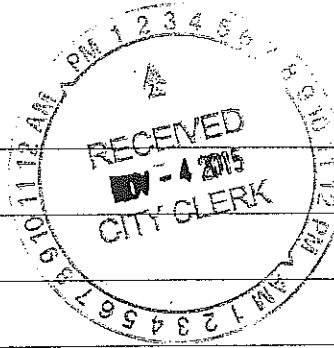
CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Rhum LLC d/b/a Rhum. Application for a Class I FSE License with Entertainment without
Dance and Outdoor Dining on Private Property at 4 Free St.**

TO WHOM IT MAY CONCERN,



I AM ONE OF FIVE MEMBERS / OWNERS OF
A TIKI BAR THAT WE ARE TRYING TO OPEN
IN PORTLAND

I WOULD BRAMBLE, JASON LORING OF NOSH / LAB,
JED TROUGH & CHRISTIE THOMPSON OF THOMPSON POINT,
AND AAT TOL A BUILDER WHO BUILT ELSMERE
IN SEASIDE PORTLAND, AND SLAB IN PORTLAND.

THANK YOU FOR YOUR CONSIDERATION

MIKE FRASER

4/2/15

Michael

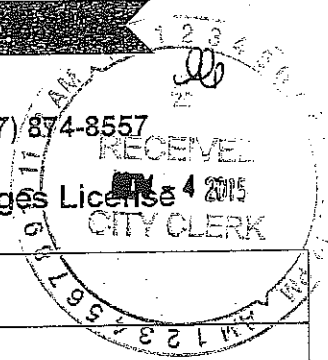
Portland, Maine



Yes. Life's good here.

Office of the City Clerk • 389 Congress St. • Portland, ME 04101 • (207) 874-8557

Application for Food Service Establishment with Alcoholic Beverages License



Business Information	
Business Name (d/b/a):	RHUM
Location Address:	4 FREE ST
If new, what was formerly at this location:	STORAGE
Mailing Address:	4 FREE ST
Contact Person:	MIKE FRASER
Contact Person Email:	freemikenaw@gmail.com
Manager of Establishment:	REBECCA AMBROSI
Owner of Premises (Landlord):	VIN VERONEAU (J.B. BROWN)
Address of Premises Owner:	36 DANFORTH ST PORTLAND, ME

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
RHUM LLC		4 FREE ST PORTLAND, ME	
Contact Person:	MIKE FRASER	Phone:	207-807-4062
Zip:	04101		
Principal Officers	Title	Date of Birth	Residence Address
Jason Loring	Co owner	9/26/76	13 OAK ST. APT A. Portland ME. 04101
Jed Trough	co owner	7/16/70	35 Packlock Way, Falmouth, ME 04105
Chris Thompson	co owner	3/11/75	25 Birch Lane, Cumberland Foreside ME 04110
MIKE FRASER	co-owner	9/18/74	8 NORTH ST, PORTLAND, ME 04101
NAT TOWL	Co-owner	11/14/70	183 MARLINER ST SOUTH PORTLAND 04106

About Your Establishment

Class of Liquor License:	CLASS 1-A RESTAURANT	
Type of food served:	POLYNESIAN	
Please circle all that will be served:	Beer ☒ Wine ☒ Liquor ☒	
Projected percentage of sales:	Generated from Food: 40	Generated from Alcohol: 60
Hours & days of operation:	7 DAYS 4 PM - 1 AM	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒ Y/N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒ Y/N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	☒ Y/N
Will you permit dancing on the premises?	☒ Y/N
Will you permit dancing after 1:00 a.m.?	☒ Y/N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒ YES
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	☒ Y/N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	12/25/15
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	☒ Y/N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒ Y/N
If Yes, please list business name(s) and location(s): <u>BRAMHALL - 679 CONGRESS ST</u> <u>NOSH 551 CONGRESS ST. SLAB - 25 PINE ST</u>	
Is any principal officer under the age of 21?	☒ Y/N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒ Y/N
If Yes, please explain:	

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

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

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

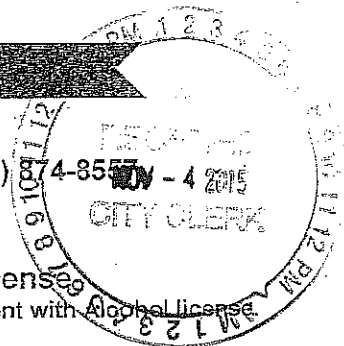
Signature M. Peterson Title Co-owner Date 10/27/15

Portland, Maine



Yes, life's good here.

Office of the City Clerk • 389 Congress St. • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov



Supplemental Application for Dancing and Entertainment License

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

☒ Entertainment without Dancing: \$270 ☐ Entertainment with Dancing: \$485 ☐ After-Hours (1 a.m. to 3 a.m.): \$545

Business Information	
Business Name (d/b/a):	RHUM LLC
Phone:	207-807-4062
Location Address:	4 FREE ST PORTLAND ME 04101

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:	
TIKI BAR - MAYBE ONCE A MONTH, A SMALL (4-5 PIECE) BAND.	
Will music be electric, acoustical, or both? (Circle)	
Will amplification be used?	Y/N
yes, where and at what level?	INSIDE THE BAR, VERY LOW LEVEL
Will music be played (Circle all that apply):	Inside Outside
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place?	100 FEET
What is your targeted opening date?	12/25/15
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y(N)
If Yes, list name(s) of employee(s) and department(s):	

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

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

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

Signature Michael B. Title OWNER Date 12/27/15

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



Outdoor Dining Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Check all that apply: ☒ New Application for Outdoor Dining or ☐ Renewal Application for Outdoor Dining ☒ Application for dining on Private Property		
☐ Outdoor Dining in a Public Park	☐ If Renewal, are there changes to previous permit?	
☒ Outdoor Dining in a Historic District	☒ Yes ☐ No	
☐ Petition for Exception for Special Circumstances		
☒ Liquor License required?		
City Clerk signature for liquor license approval: _____		
OR Portland Council Date: _____		
Location Name & Address: 4 FREE STREET	Chart	Block Lot
Owner Name: J. B. BROWN & SONS	Total Square Footage of Proposed Outdoor Dining Area: ¹	
Owner Phone #: 774-5908	Fee: \$80 (Public-Annual) \$125 (Private 1X)	
Applicant *must* be owner or lessee	Total Sq. Ft.: _____	
Name: RHM	Sq. Ft. Fee: (sq ft x \$2) \$ _____	
Address: 4 FREE ST	(sq ft x \$6 for public parks)	
City, State & Zip: PORTLAND, ME 04101	Total Fees: \$ _____	
E-Mail: freemikenow@gmail.com	(Permit not issued until all fees are paid)	
Current use: PARKING		
Business name: _____		
Seating area dimensions: _____		
How many chairs? _____ How many tables? _____		
☒ Yes Alcohol is served.		
☐ No Alcohol being served.		
Who should we contact: MICHAEL B FRASER		Phone: 807-4062
Address: 8 NORTON ST		E Mail: freemikenow@gmail.com

Please submit all of the information outlined in the Outdoor Dining Application Checklist. Failure to do so will result in the automatic denial of your permit. New applications and renewals are reviewed on an annual basis and should be submitted no later than June 1st.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

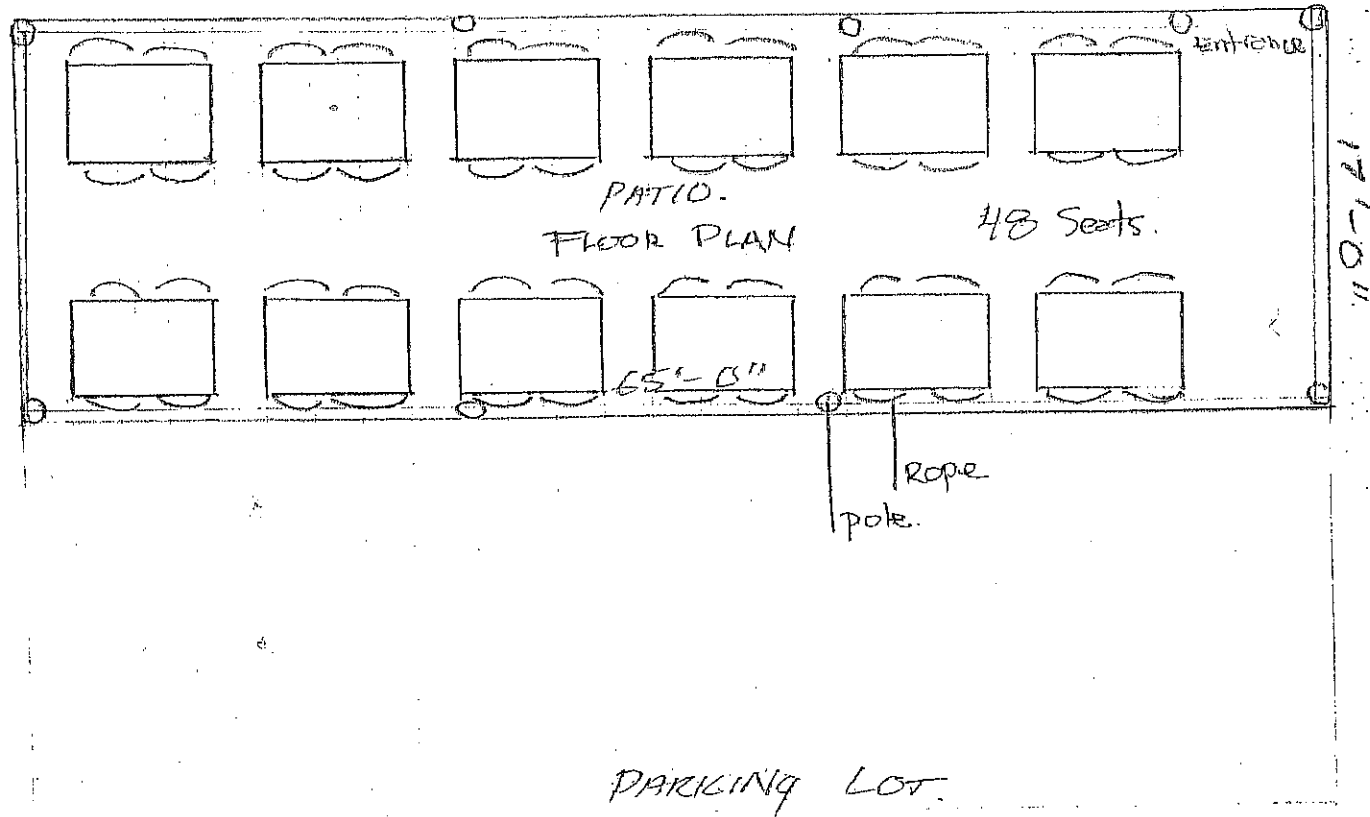
Signature of Applicant: Michael B Fraser Date: W/3/15

¹ In no instance shall the total square footage of dining area equal more than 10% of park space, unless the applicant receives a waiver from the Director of Parks and Recreation or his or her designee.

Revised 04-02-15 This is not a permit; you may not commence ANY work until the permit is issued.

2-26 FREE ST.

4 FREE ST
REAR



17'-0"

rope
pole.

PARKING LOT.

CROSS ST

PARKING
EXIT. →

SPRING ST.

1/4" = 2'-0"

Department of Public Safety
Division

Liquor Licensing & Inspection



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☐ MALT ☐ SPIRITUOUS ☐ VINOUS

INDICATE TYPE OF LICENSE:

☐ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) --(Sole Proprietor, Corporation, Limited Liability Co., etc.) RHUM LLC DOB: _____			2. Business Name (D/B/A) RHUM		
DOB: _____					
DOB: _____			Location (Street Address) 4 FREE ST		
Address 4 FREE ST			City/Town PORTLAND	State ME	Zip Code 04101
			Mailing Address 4 FREE ST		
City/Town PORTLAND	State ME	Zip Code 04101	City/Town PORTLAND	State ME	Zip Code 04101
Telephone Number 207-807-4062	Fax Number		Business Telephone Number 207-807-4062	Fax Number 8	
Federal I.D. # 47-3786043			Seller Certificate #		

3. If premises are a hotel, indicate number of rooms available for transient guests: 0

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

complete Supplementary Questionnaire, If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

7. If manager is to be employed, give name: REBECCA AMBROSI

8. If business is NEW or under new ownership, indicate starting date: 12/25/15

Requested inspection date: 12/09/15 Business hours: 7 DAYS 4PM-1 AM

9. Business records are located at: 4 FREE ST.

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

11. Is/are applicant(s) residents of the State of Maine?

YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
MICHAEL FRASER 9-18-74 MALONE, NY TED TROUST PORTLAND, ME		
JASON LORENZ 9-24-76 YARMOUTH CHRIS THOMPSON 3/11/75 BRANSWICK, ME		
NAT TOWL 11-14-70 SANTA ROSA, CA REBECCA AMBROSIO 10/31/76 WAUKEGAN, IL		
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
MICHAEL FRASER -> PORTLAND, ME & CUMBERLAND ME REBECCA AMBROSIO - PORTLAND, ME SAN FRANCISCO CA		
NAT TOWL -> SWAN DOVER, ME JASON LORENZ - PORTLAND CHRIS THOMPSON - CUMBERLAND ME TED TROUST YARMOUTH, ME		

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner:
VIN VERONIAN 38 MOORE 316 DANFORTH ST PORTLAND 04101

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required)
BASEMENT SPACE AT 4 FREE ST.

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

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/2 mile Which of the above is nearest? CHURCH

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

If YES, give details: _____

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

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

Dated at: PORTLAND, MAINE on 10/27, 2015
Town/City, State Date

Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

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

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

RHUM LLC

2. Other business name for your entity (DBA), if any:

RHUM

3. Date of filing with the Secretary of State: 04/21/15

4. State in which you are formed: MAINE

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: 6

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

Name	Address for Previous 5 years	Date of Birth	Ownership %
MIKE FRASER	8 NORTH ST PORTLAND, ME 04101	9/18/74	30
JASON LORING	73 OAK ST APT A PORTLAND 04101	9/26/76	30
NAT TOWL	183 MARINER ST S.D.O ME 04106	11/14/70	15
CHRIS THOMPSON	25 BIRCH LANE CAMBERLAND ME 04110	3/11/75	12.5
JED TROUBH	35 PADLOCK WAY FALMOUTH ME 04105	7/16/70	12.5

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

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

Yes ☐ No ☒

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: _____

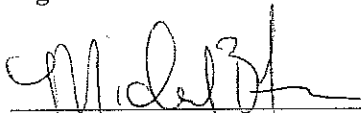
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

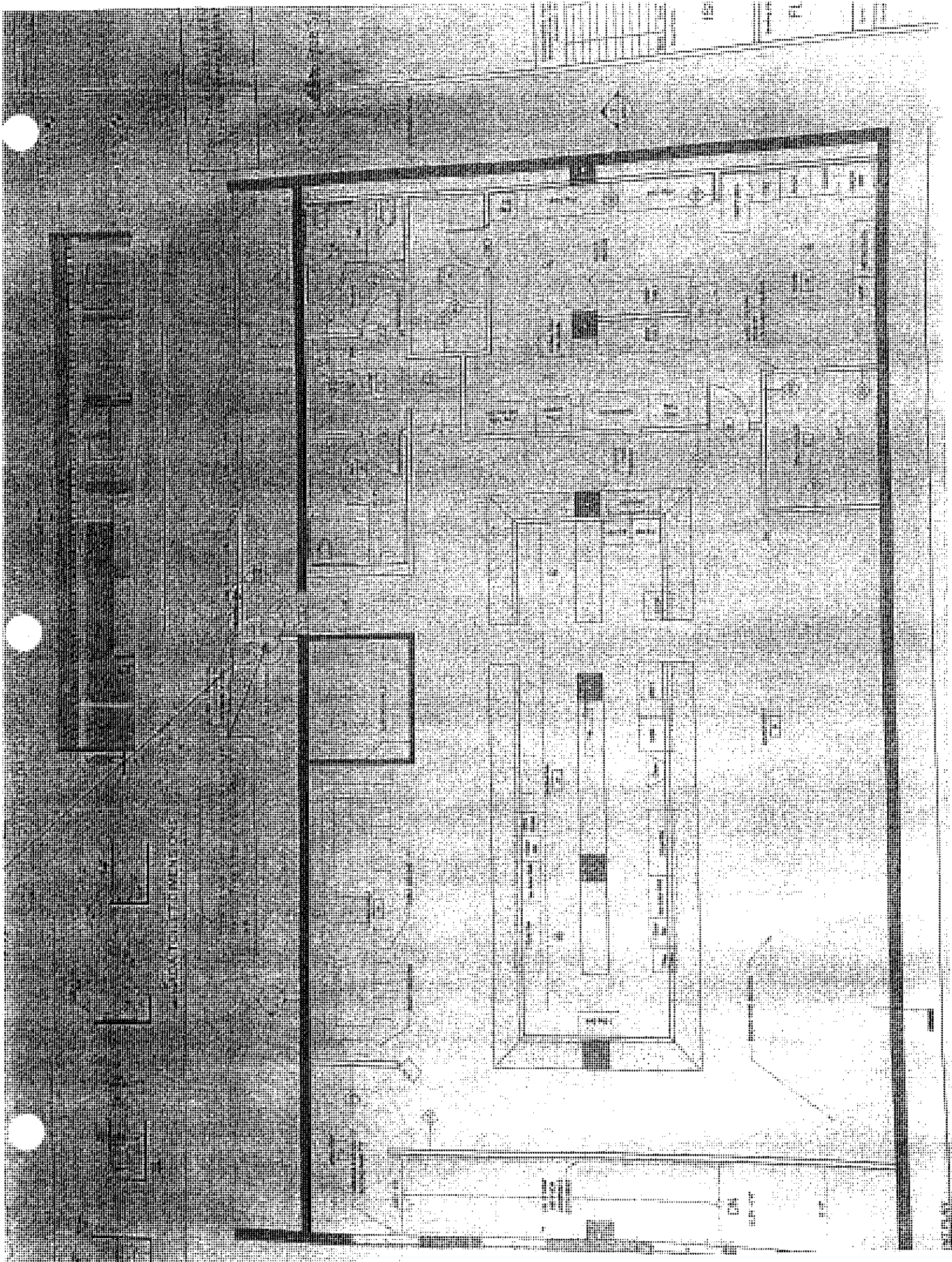

Signature of Duly Authorized Person

10/27/15
Date

MICHAEL B. FRASER
Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To: Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov



RHUM

E Komo Mai

To Start

Edemame

Steamed soy beans/ sea salt

Poke

(raw fish salad)

White fish/ pickled mango/ rice vinegar/ scallions/ macadamia nuts/ fried chilies
cilantro

Maine crab rangoons

Local crab/ cream cheese/ ginger/ garlic/ chives/ wonton/ sweet and sour sauce

Sweet and sour ribs

Braised then fried ribs/ pineapple/ cherries/ peanuts/ cilantro

Spicy curry ribs

Braised then fried ribs/ Yellow curry/ brown sugar/ coconut/ fried garlic/ cilantro

Musubi

(Hawaiian sushi)

Grilled teriyaki spam/ sushi/ furikake/ nori/ ponzu/ RHUM sauce/ pickled red
onion

Beef skewer

Teriyaki/ flank steak/ rice salad/ pickled mango

Curry Chicken skewers

Coconut curry/ chicken thigh/ rice salad/ pickled mango

Beef Rice bowl

Sushi rice/ house dry cured beef/ hoisin/ sambal/ fried garlic/ scallion/ peanuts/
cilantro/ rice vinegar cucumber

Tofu Rice bowl

Sushi rice/ fried Tofu/ hoisin/ sambal/ fried garlic/ scallion/ peanuts/ cilantro/
rice vinegar cucumber

Big Kahuna Burger

Ground brisket/ grilled spam/ American cheese/ Brule pineapple/ pickled red
onion/ RHUM sauce/ bibb lettuce/ KING's Hawaiian roll/ pickle/ umbrella

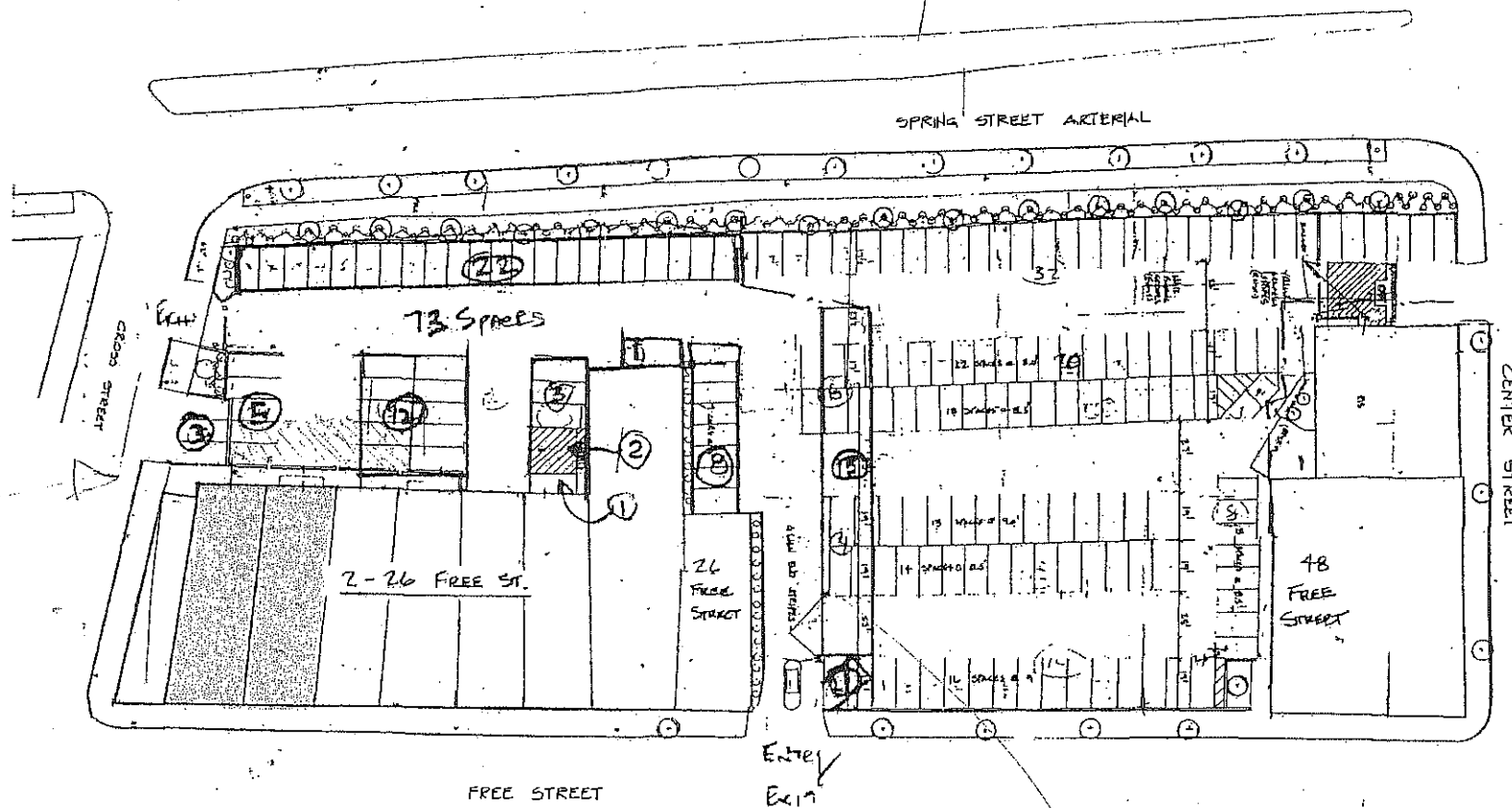
Hilo slider Buns (2)

grilled raw tuna/ ponzu/ sea salt/ rice vinegar cucumber/ avocado/ crispy shallots
sambol/ KING's Hawaiian buns

Raw Bar

Daily menu available

SEE SHEET 33S





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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684187

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :
Inquiries Name(s) CHRIS THOMPSON (1975-03-11)

NO MATCH WAS FOUND FOR YOUR REQUEST.



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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684199

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :
Inquiries Name(s) NAT TOWL (1970-11-14)

NO MATCH WAS FOUND FOR YOUR REQUEST.



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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684192

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :

Inquiries Name(s) JED TROUBH (1970-07-16)

NO MATCH WAS FOUND FOR YOUR REQUEST.



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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684193

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :
Inquiries Name(s) REBECCA AMBROSI (1976-10-31)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

Transaction Response #: MIQ99C070795

Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2014-02-20) :

Inquiries Name(s) JASON LORING (1976-09-29)

NO MATCH WAS FOUND FOR YOUR REQUEST.



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

Transaction Response #: MIQ99C203518

Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2014-07-16) :

Inquiries Name(s) MICHAEL FRASER (1974-09-18)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Business Licensing - RHUM - PENDING Business License Approval

From: Gary Mutcheson
To: Business Licensing
Date: 11/11/2015 3:10 PM
Subject: RHUM - PENDING Business License Approval

RHUM - PENDING is Approved for their Business License Inspection by the Police Dept.

Date: 11/11/2015

Zone:
Comments: Class1 outdoor, dining.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295



Office of the City Clerk

Katherine L. Jones, CCM, City Clerk

November 19, 2015

Mike Fraser
8 North St.
Portland, ME 04101

Re: Rhum LLC d/b/a Rhum. Application for a Class I FSE License with Entertainment without Dance and Outdoor Dining on Private Property at 4 Free St.

Dear Mr. Fraser,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, December 7th, at 12:00 p.m.** for the review of your application for a Class I FSE License with Entertainment without Dance and Outdoor Dining on Private Property at 4 Free St. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator
207-874-8557
bl@portlandmaine.gov

Rhum

4 Free St.



*Order 117-15/16
Tab 5 12-7-15*

ETHAN STRIMLING (MAYOR)
BELINDA RAY (1)
SPENCER THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

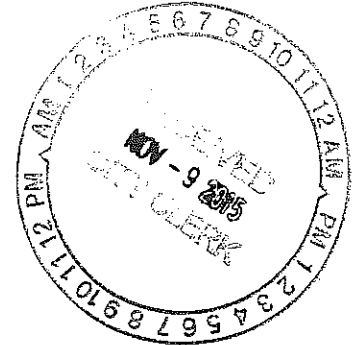
**Sneaker Tree, LLC d/b/a Po' Boys and Pickles. Application for a Class III & IV (Wine & Beer)
FSE License with Outdoor Dining on Private Property at 1124 Forest Ave.**

Sneaker Tree, LLC

268 Danforth St, 2R, Portland, ME 04101 • 207.899.1578 • cbettera@gmail.com

November 7, 2015

Portland City Council
389 Congress St. Suite 208
Portland, ME 04101



Dear Mayor Brennan and Members of the City Council,

This letter expresses my intention to purchase and operate **Po' Boys and Pickles**, located at 1124 Forest Avenue in Portland, ME. This is a pre-existing business and the intention is continue operations as normal, with a suspension on the sale of beer and wine until a new license has been approved. I hope to be in operation after successful approval of a Health License and the city food permit.

I grew up in the restaurant business and I spent much of my youth working in all aspects for my parent's restaurant and a seafood restaurant in Connecticut. After years working in international education and travelling the globe, I returned to Portland this past summer with the single goal of owning a restaurant. I'm excited that I found a business that that will combine my passion for cultural influenced food prepared in a fast-paced environment.

Please accept this application for a Class III – Vinous Only (Restaurant) and Class IV – Malt Liquor ONLY (Restaurant) liquor license. The documents enclosed with this Letter of Intent are:

- 1) 8 ½" x 11" diagram showing layout of the premises
- 2) City application for food & alcohol
- 3) Copy of Outdoor Dining application
- 4) Menu
- 5) . Payment of fees: New Application. Legal Advertisement Deposit, and SBI Background Check

Thank you for your consideration.

Sincerely,

Christopher Bettera
President/Owner

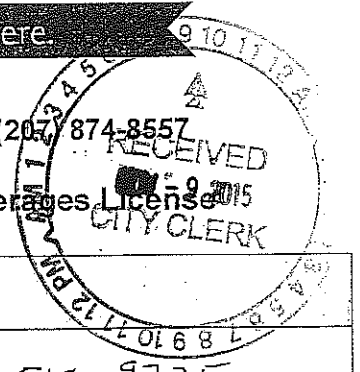
Portland, Maine



Yes. Life's good here.

Office of the City Clerk • 389 Congress St. • Portland, ME 04101 • (207) 874-8557

Application for Food Service Establishment with Alcoholic Beverages License



Business Information	
Business Name (d/b/a):	PO' BOYS AND PICKLES
Location Address:	1124 FOREST AVE, PORTLAND, ME
If new, what was formerly at this location:	
Mailing Address:	1124 FOREST AVE, PORTLAND, ME
Contact Person:	CHRISTOPHER BETTERA
Contact Person Email:	CBETTERA@GMAIL.COM
Manager of Establishment:	CHRISTOPHER BETTERA
Owner of Premises (Landlord):	ARBOR ST., LLC
Address of Premises Owner:	226 GRAY RD, FALMOUTH, ME

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
SNEAKER TREE, LLC		268 DANFORTH ST, 2R, PORTLAND, ME	
Contact Person:	CHRISTOPHER BETTERA	Phone:	207.899.1578
Principal Officers	Title	Date of Birth	Residence Address
CHRISTOPHER BETTERA	PRESIDENT	9/9/77	268 DANFORTH ST, 2R, PORTLAND, ME
SEAN DANIS	MEMBER	1/27/82	268 DANFORTH ST, 2R, PORTLAND, ME

About Your Establishment

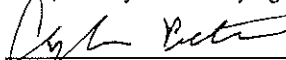
Class of Liquor License:	CLASS III (VINOUS ONLY - RESTAURANT) AND CLASS IV (MALT ONLY - RESTAURANT)		
Type of food served:	SANDWICHES, SALADS, SOUPS		
Please circle all that will be served:	☒ Beer ☒ Wine ☐ Liquor		
Projected percentage of sales:	Generated from Food: 90%	Generated from Alcohol: 5%	
Hours & days of operation:	Tues - Sat 10:30 AM - 9:00 PM; Sun - Mon 10:30 AM - 8:00 PM		

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y ☒ N
If No, please explain: SANDWICHES DO NOT REQUIRE TABLEWARE, (SALAD + SOUP DO)	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y ☒ N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y ☒ N
Will you permit dancing on the premises?	Y ☒ N
Will you permit dancing after 1:00 a.m.?	Y ☒ N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y ☒ N
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y ☒ N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? NOVEMBER 16, 2016	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y ☒ N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y ☒ N
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y ☒ N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y ☒ N
If Yes, please explain:	

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

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

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

Signature  Title PRESIDENT Date 11/07/15

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



If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Check all that apply: ☐ New Application for Outdoor Dining
or ☐ Renewal Application for Outdoor Dining
☒ Application for dining on Private Property

☐ Outdoor Dining in a Public Park ☐ If Renewal, are there changes to previous permit?
☐ Outdoor Dining in a Historic District ☐ Yes ☐ No
☐ Petition for Exception for Special Circumstances
☐ Liquor License required?

City Clerk signature for liquor license approval: _____
OR Pending Council Date: 12/7/15 26

Location Name & Address: <u>PO' BOYS AND PICKLES</u> <u>1124 FOREST AVE, PORTLAND, ME 04103</u>	Chart <u>106</u> Block <u>D</u> Lot <u>004</u>
Owner Name: <u>CHRISTOPHER BETTERA</u>	Total Square Footage of Proposed Outdoor Dining Area: ¹ <u>400 SQFT</u>
Owner Phone #: <u>207.899.1578</u>	
Applicant * <u>must</u> * be owner or lessee Name: <u>CHRISTOPHER BETTERA</u> Address: <u>268 DANFORTH ST, 2R, PORTLAND, ME 04102</u> City, State & Zip: _____ E-Mail: <u>C.BETTERA@GMAIL.COM</u>	Fee: \$80 (Public-Annual) \$125 (Private 1X) Total Sq. Ft.: _____ Sq. Ft. Fee: (sq ft x \$2) \$ _____ (sq ft x \$6 for public parks) Total Fees: \$ _____ (Permit not issued until all fees are paid)
Current use: <u>RESTAURANT</u>	
Business name: <u>PO' BOYS AND PICKLES</u>	
Seating area dimensions: <u>15' X 37'</u>	
How many chairs? <u>30</u> How many tables? <u>7</u>	
☒ Yes Alcohol is served. ☐ No Alcohol being served.	
Who should we contact: <u>CHRISTOPHER BETTERA</u> Phone: <u>207.899.1578</u>	
Address: <u>268 DANFORTH ST, 2R, PORTLAND, ME 04102</u> E Mail: <u>C.BETTERA@GMAIL.COM</u>	

Please submit all of the information outlined in the Outdoor Dining Application Checklist. Failure to do so will result in the automatic denial of your permit. New applications and renewals are reviewed on an annual basis and should be submitted no later than June 1st.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

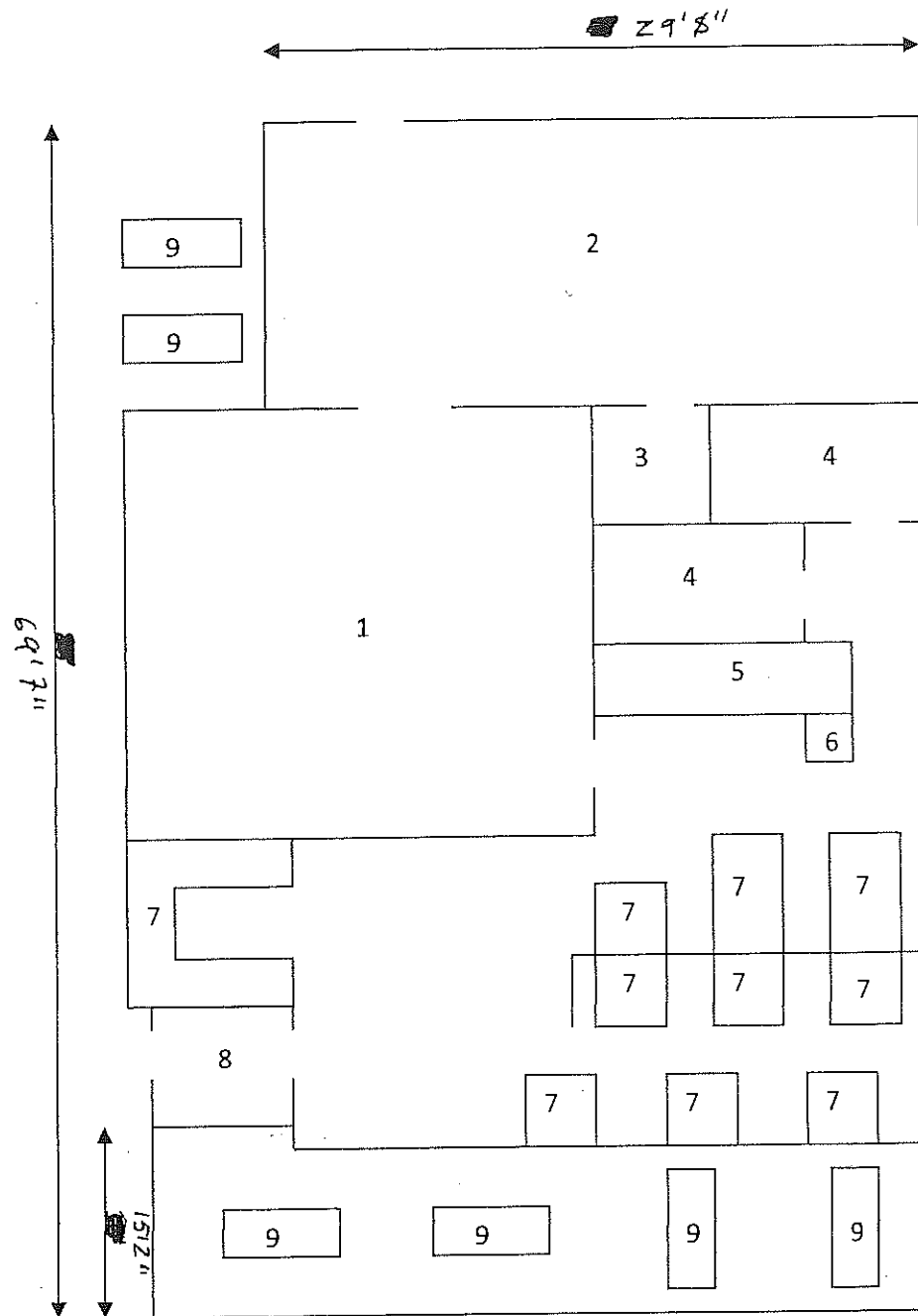
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant:

Date: 11/7/15

¹ In no instance shall the total square footage of dining area equal more than 10% of park space, unless the applicant receives a waiver from the Director of Parks and Recreation or his or her designee.

Po' Boys and Pickles Restaurant Diagram



- 1) Front Kitchen (appendix A)
- 2) Back Kitchen (appendix B)
- 3) Office
- 4) Restroom
- 5) Storage

- 6) Soda Station
- 7) Indoor Seating
- 8) Vestibule
- 9) Outdoor Picnic Tables

**Department of Public Safety
Division**

Liquor Licensing & Inspection



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☐ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV)
☐ HOTEL-OPTINONAL FOOD (Class I-A)
☐ CLASS A LOUNGE (Class X)
☐ CLUB (Class V)
☐ TAVERN (Class IV)

- ☐ RESTAURANT/LOUNGE (Class XI)
☐ HOTEL (Class I,II,III,IV)
☐ CLUB-ON PREMISE CATERING (Class I)
☐ GOLF CLUB (Class I,II,III,IV)
☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) -(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>SNEAKER TREE, LLC</u> DOB: _____			2. Business Name (D/B/A) <u>PO' BOYS AND PICKLES</u>		
DOB: _____					
DOB: _____			Location (Street Address) <u>1124 FOREST AVE, PORTLAND, ME 04103</u>		
Address <u>268 DANFORTH ST, ZR</u>			City/Town State Zip Code <u>PORTLAND ME 04103</u>		
			Mailing Address <u>1124 FOREST AVE, PORTLAND, ME 04103</u>		
City/Town State Zip Code <u>PORTLAND ME 04102</u>			City/Town State Zip Code <u>PORTLAND ME 04103</u>		
Telephone Number Fax Number <u>207. 899. 1578</u>			Business Telephone Number Fax Number <u>207. 518. 9735</u>		
Federal I.D. # <u>47-5333099</u>			Seller Certificate # _____		

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
 4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
 5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
 7. If manager is to be employed, give name: CHRISTOPHER BETTERA
 8. If business is NEW or under new ownership, indicate starting date: NOVEMBER 16, 2015
 Requested inspection date: _____ Business hours: TUE-SAT 10:30-9:00, SUN-MON 10:30-8:00
 9. Business records are located at: 1124 FOREST AVE, PORTLAND, ME 04103
 10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

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

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
CHRISTOPHER BETTERA	9/9/77	HARTFORD, CT

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

PORTLAND, ME, ROMONA, CA, ONTARIO, CA

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____
ARBOR ST., LLC, 226 GRAY RD., FALMOUTH, ME 04105

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☐ NO ☒ Applied for: 11/06/15

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 0.4 MILES Which of the above is nearest? ST. JOSEPH CHURCH

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

If YES, give details: 50% SBA LOAN FROM NORWAY SAVINGS AND 25% SELLER FINANCING

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

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

Dated at: PORTLAND, ME on NOVEMBER 7, 2015
Town/City, State Date



Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

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

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

SNEAKER TREE, LLC

2. Other business name for your entity (DBA), if any:

PO' BOYS AND PICKLES

3. Date of filing with the Secretary of State: 9/18/15

4. State in which you are formed: MAINE

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

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

Name	Address for Previous 5 years	Date of Birth	Ownership %
CHRISTOPHER BETTERA	268 DANFORTH ST, 2R, PORTLAND, ME 461 W ALVARADO ST, POMONA, CA 91768	09/09/77	90 %
SEAN DANIS	268 DANFORTH ST, 2R, PORTLAND, ME 461 W ALVARADO ST, POMONA, CA 91768	01/27/82	10 %

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

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

Yes

☐

No

☒

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: _____

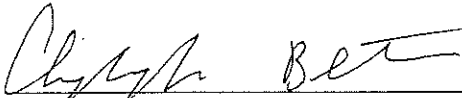
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

11/07/15

Date

CHRISTOPHER BETTERA

Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information -- please direct any questions about this form to our office at the number below.

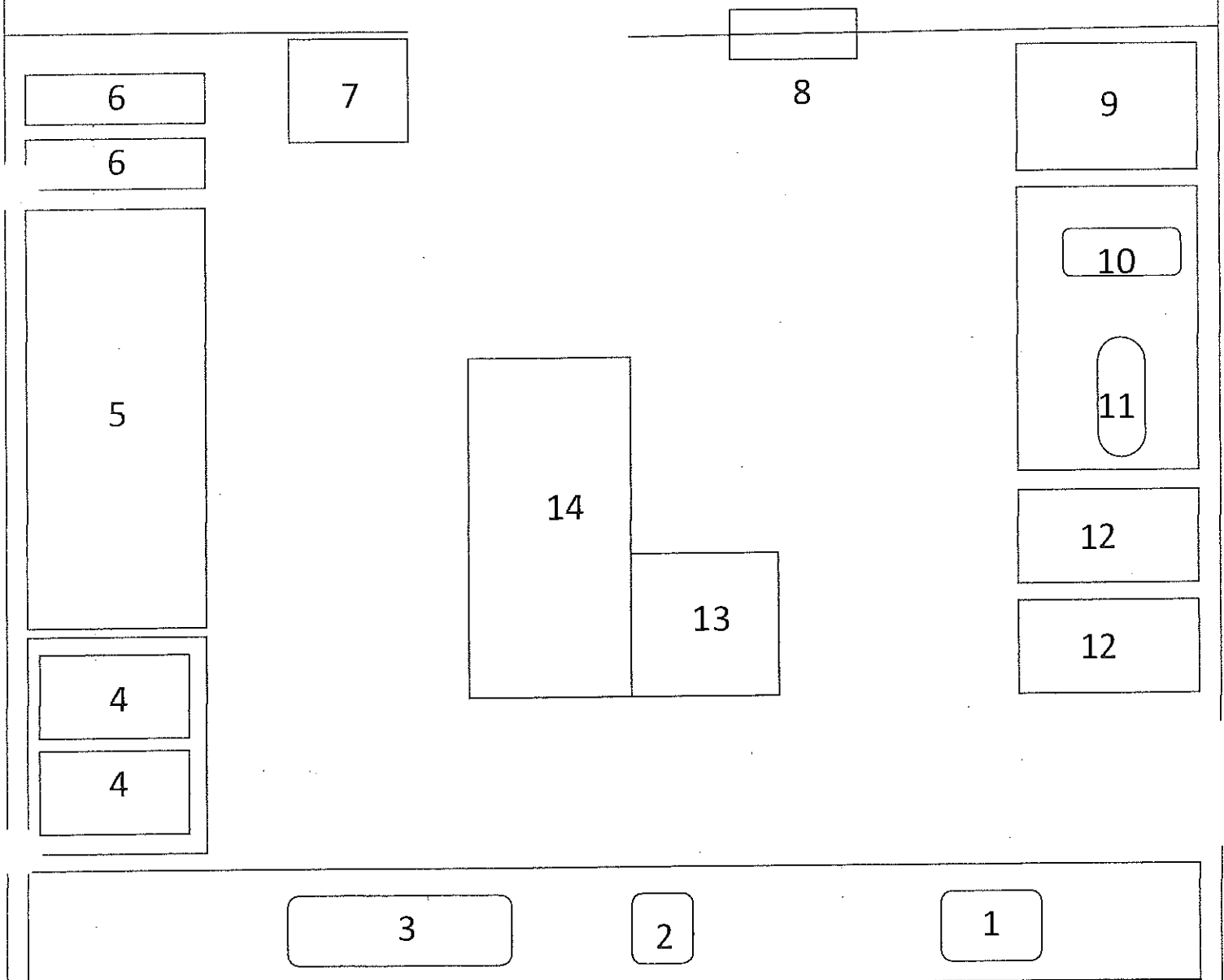
Submit Completed Forms To:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov

Front Kitchen

(Appendix A)

- 1) Point of Sale system
- 2) Tabletop electric griddle
- 3) Belleco toaster
- 4) Nemco hot bath
- 5) Vulcan four-burner, 4' flattop, double oven with hood above
- 6) Double-basket Frialator
- 7) Frigidaire freezer
- 8) Beer taps (kegs in walk-in freezer, see appendix B)
- 9) Hand-washing station
- 10) Bunn coffee machine
- 11) Hamilton Beach milkshake blender
- 12) Miracool Beverage fridge
- 13) Prep table
- 14) Sandwich prep station



Back Kitchen

Appendix B

- 1) Electrical panel
- 2) Dry storage rack
- 3) Soda lines
- 4) Microcool beverage fridge

- 5) Vollrath walk-in fridge
- 6) Prep tan;e
- 7) Moffat convection oven
- 8) Manitowac Ice machine

- 9) Mop sink
- 10) Dishwasher ES 200
- 11) Three compartment sink
- 12) Berkel slicer

- 13) Vollrath walk-in freezer
- 14) Water heater
- 15) Container storage rack
- 16) Hobart stand mixer

8

7

6

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16

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11

12

13

4

5

2

14

2

1

3

Po' Boys & Pickles

Hours: Tues - Sat 10:30am to 9pm
Sun - Mon 10:30am to 8pm

Sandwiches

1124 Forest Avenue, Portland
(207) 518-9735

Lebris po' boy - 6.75(sm)/11.50(lg)

slow cooked roast beef, gravy, lettuce, tomato, horseradish mayo

bbq beef - 6.75(sm)/11.50(lg)

slow cooked roast beef, bbq, lettuce, tomato, mayo

pulled pork - 6.35(sm)/11(lg)

cajun coleslaw, tomato, barbeque sauce

the peacemaker - 7.50(sm)/12.50(lg)

mixed fried oyster and shrimp, lettuce, tomato, red pepper mayo

golden fried oyster - 7.50(sm)/12.50(lg)

lettuce, tomato, red pepper mayo

golden fried shrimp - 6.75(sm)/11.50(lg)

lettuce, tomato, tartar sauce

golden fried fish - 6.95(sm)/11.75(lg)

lettuce, tomato, tartar sauce

blackened fish - 7.25(sm)/12.00(lg)

cajun coleslaw, tomato, red pepper mayo

surf & turf - 7.50(sm)/12.50(lg)

slow cooked roast beef, gravy, fried shrimp, lettuce, tomato, mayo

the big chief - 6.95(sm)/11.75(lg)

slow cooked roast beef, gravy, jack cheese, roasted peppers and onions,
creole mustard, mayo

creole sausage - 6.35(sm)/11.00(lg)

lettuce, tomato, roasted peppers and onions, red pepper mayo

muffaletta po' boy - 6.35(sm)/11.00(lg)

salami, ham, capicola, provolone, lettuce, tomato, olive and veggie relish

cheeseburger po' boy - 5.95(sm)/10.75(lg)

american cheese, lettuce, tomato, ketchup, mustard, mayo, onions

fried chicken cutlet - 6.75(sm)/11.50(lg)

bacon, lettuce, tomato, mayo, honey mustard

the dirty bird - 6.50(sm)/11.25(lg)

roasted chicken, bacon, lettuce, tomato, garlic mayo

the uptown - 5.95(sm)/10.75(lg)

falafel, roasted peppers and onions, lettuce, tomato, cucumber, red pepper mayo

blt - 5.95(sm)/10.75(lg)

bacon, lettuce, tomato, fried egg, jack cheese, mayo

the ray nagin - 7.55

roasted turkey, cajun coleslaw, tomato, swiss on grilled rye bread

reuben - 7.55

corned beef, swiss, 1000 island, morse's saurkraut on grilled rye bread

grilled cheese on sourdough - 3.25

sides

french fries - 2.95

sweet potato fries - 3.75

gravy fries - 3.95

cajun fries - 3.25

chili cheese fries - 4.25

fried pickles - 3.95

fried onions - 3.75

cajun coleslaw - 2.50 ½ pint

sour mustard pickles - 4.95 quart

pickled veggies - 2.95 ½ pint

drinks

soda, beer, wine, coffee

shakes

small - 3.00

large - 3.75

*changing homemade flavors

* all sandwiches come with pickles



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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684194

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :
Inquiries Name(s) SEAN DANIS (1982-01-27)

NO MATCH WAS FOUND FOR YOUR REQUEST.



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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684189

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :

Inquiries Name(s)

CHRISTOPHER BETTERA (1977-09-09)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Business Licensing - PO' BOYS AND PICKLES - PENDING Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 11/11/2015 3:10 PM
Subject: PO' BOYS AND PICKLES - PENDING Business License Approval

PO' BOYS AND PICKLES - PENDING is Approved for their Business License Inspection by the Police Dept.

Date: 11/11/2015

Zone:

Comments: Clas 3 and 5 w/outdoor dining.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295



Office of the City Clerk

Katherine L. Jones, CCM, City Clerk

November 19, 2015

Chris Bettera
268 Danforth St., 2R
Portland, ME 04102

Re: Sneaker Tree, LLC d/b/a Po' Boys and Pickles. Application for a Class III & IV (Wine & Beer) FSE License with Outdoor Dining on Private Property at 1124 Forest Ave.

Dear Mr. Bettera,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, December 7th, at 12:00 p.m.** for the review of your application for a Class III & IV (Wine & Beer) FSE License with Outdoor Dining on Private Property at 1124 Forest Ave. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Janice Gardner", is written over a horizontal line.

Janice Gardner
Business License Administrator
207-874-8557
bl@portlandmaine.gov

Order 118-15/16
Tab 6 12-7-15

ETHAN STRIMLING (MAYOR)
BELINDA RAY (1)
SPENCER THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

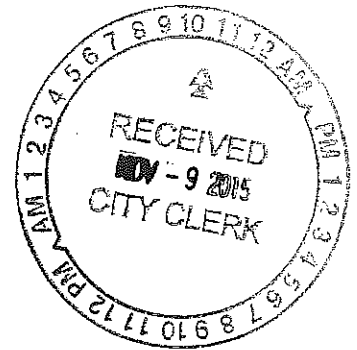
ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Blue Phoenix Lounge LLC d/b/a Blue Phoenix Lounge. Application for a Class A Lounge License with Entertainment with Dance at 845 Forest Ave.

Blue Phoenix Lounge LLC

845 Forest Ave

Portland, Me 04103



To The mayor and City Council Members

Blue Phoenix Lounge LLC will be a Lounge-Bistro-Dance spot in Portland Maine, with the goal of creating a destination spot that will be open to everyone no matter what their gender. Blue Phoenix Lounge intends to succeed by giving patrons what they want in a local bar that offers entertainment they are searching for in order to enjoy an amazing night out at the club, or a relaxing week night with friends.

As "Portland's Newest Contemporary and Glamorous Lounge" with a "Neighborhood Bar" Mentality "Blue Phoenix Lounge" will offer signature martinis, crafted cocktails, energized dance floor and "Comfort Foods" with a twist.

Blue Phoenix Lounge also plans to be the destination spot for the legendary "Happy Hour" with incredible discounts and creating an amazing atmosphere to have cocktails after-work with co-workers and friends.

I am seeking a Class A Lounge license: Blue Phoenix Lounge will be offering food but with the Class A Lounge license it will offer the opportunity to not have to keep the full menu until we close at 1:00 am. There will be food available at all times.

Thank you for your consideration and time.

Stephen A. Wallace

President & CEO

Portland, Maine



Yes. Life's good here.

Office of the City Clerk • 389 Congress St. • Portland, ME 04101 • (207) 874-8557

Application for Food Service Establishment with Alcoholic Beverages License



Business Information:	Blue Phoenix Lounge		
Business Name (d/b/a):		Phone:	207-376-5537
Location Address:	845 Forest Ave Portland ME 04103		
If new, what was formerly at this location:	Most Recent Was a Retail Homemade Dog Business		
Mailing Address:	C/O Eagle Office Support 68 Bishop St. Unit 1	Zip:	Portland ME 04103
Contact Person:	Stephen A Wallace	Phone:	207 376 5537
Contact Person Email:	The office anywhere @ gmail.com		
Manager of Establishment:	Stephen A Wallace	Phone:	207-376-5537
Owner of Premises (Landlord):	Forest Ave Builders LLC		
Address of Premises Owner:	849 Forest Ave ME		Zip: 04103

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Blue Phoenix Lounge LLC		845 Forest Ave Portland ME 04103	
Contact Person:	Stephen A Wallace	Phone:	207-376-5537
Principal Officers	Title	Date of Birth	Residence Address
Stephen A Wallace	President	5-4-62	19 Briarwood Lane Portland ME 04103

About Your Establishment

Class of Liquor License:	<i>Class X Class A Large.</i>	
Type of food served:	<i>Let fare Not full course meals.</i>	
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: <i>20-25%</i>	Generated from Alcohol: <i>75-80%</i>
Hours & days of operation:	<i>M - F 4pm - 1am SAT / sun 2pm - 1am</i>	

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

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

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

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

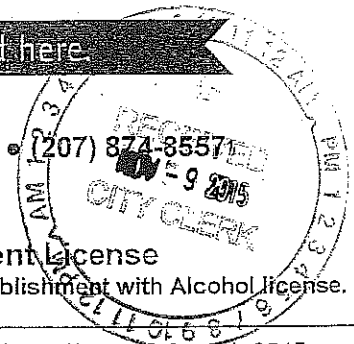
Signature *Stephen A Nallale* Title *President* Date *11/9/15*

Portland, Maine



Yes. Life's good here.

Office of the City Clerk • 389 Congress St. • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov



Supplemental Application for Dancing and Entertainment License

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

☐ Entertainment without Dancing: \$270 ☒ Entertainment with Dancing: \$485 ☐ After-Hours (1 a.m. to 3 a.m.): \$545

Business Information			
Business Name (d/b/a):	Blue Phoenix Lounge LLC	Phone:	207-376-5537
Location Address:	845 Forest Ave	Zip:	04103

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment: <i>It is a Class A large w/food, Entertainment will be Acoustic, DJ & Reggae bands and Comedy Acts.</i>	
Will music be electric, acoustical, or both? (Circle)	<i>Both</i>
Will amplification be used?	<i>YN</i>
If yes, where and at what level?	<i>Normal or below what is allowed.</i>
Will music be played (Circle all that apply): <i>Inside</i> Outside	
Will you permit dancing on the premises?	<i>YN</i>
Will you permit dancing after 1:00 a.m.?	<i>YN</i>
What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place?	<i>100-300 ft - Apt out Back -</i>
What is your targeted opening date?	<i>Mid to late December.</i>
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	<i>YN</i>
If Yes, list name(s) of employee(s) and department(s):	

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

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

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

Signature

Title

Date

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

**Department of Public Safety
Division**

Liquor Licensing & Inspection



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☐ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTIONAL FOOD (Class I-A)

☒ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) (Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Blue Phoenix & Lounge LLC</u> DOB: _____				2. Business Name (D/B/A) <u>Blue Phoenix lounge</u>			
DOB: _____							
DOB: _____				Location (Street Address) <u>845 Forest Ave.</u>			
Address <u>845 Forest Ave</u>				City/Town <u>Portland ME</u>		State <u>ME</u>	
				Zip Code <u>04103</u>			
				Mailing Address <u>C/O Eagle office Support</u> <u>68 Bishop St. + Unit 1</u>			
City/Town <u>Portland</u>		State <u>ME</u>		Zip Code <u>04103</u>			
Telephone Number <u>207-376-5537</u>		Fax Number		Business Telephone Number <u>207-376-5537</u>		Fax Number	
Federal I.D. # <u>47-5516143</u>				Seller Certificate # <u>Applied For.</u>			

3. If premises are a hotel, indicate number of rooms available for transient guests: N/A

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

complete Supplementary Questionnaire, If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

7. If manager is to be employed, give name: Owner/President

8. If business is NEW or under new ownership, indicate starting date: Est. 12/20/15

Requested inspection date: to be determined Business hours: _____

9. Business records are located at: Currently 68 Bishop Street. Portland ME. 04103

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

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

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Stephen A Wallace	5-4-62	Portland ME

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

Portland ME
Salem ME

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

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

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

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) See attached

Diagram

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

YES ☐ NO ☐ Applied for: November 2015

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 150 ft - 1 mi Which of the above is nearest? School not there

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

If YES, give details: Personally borrowed funds from a friend

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

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

Dated at: Portland ME on November 9, 20 15
Town/City, State Date

Please sign in blue ink

Stephen A Wallace

Signature of Applicant or Corporate Officer(s)

Stephen A Wallace

Signature of Applicant or Corporate Officer(s)



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

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

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

Blue Phoenix ^{hange} LLC

2. Other business name for your entity (DBA), if any:

Blue Phoenix hange

3. Date of filing with the Secretary of State: November 2015

4. State in which you are formed: Maine

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

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

Name	Address for Previous 5 years	Date of Birth	Ownership %
Stephen A Wallace	Portland, Me	5-4-62	100%
	Sabbath, Me		

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

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

Yes ☐ No ☒

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: _____

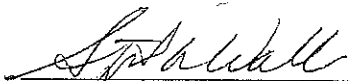
Date of Conviction: _____

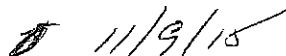
Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:


Signature of Duly Authorized Person


Date

Stephen A Wallace President
Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To: Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov

Blue Phoenix Lounge

845 Forest Ave.

Parking and Back

Stair

Small BACK Exit Deck

Womens Room

Closet

Mens Room

Stair well Locked

Large area of tables + chairs

Basement w/Be structure + changing room

Driveway

Kitchen

Back

Back

Entrance to Basement

Landing

Ramp

Wood Chair Ramp

Steps

DJ

Dance Floor

Tables + chairs

Stair

Wall

Entrance

Sidewalk

Front L. Area

DJ

Tables + chairs

Lounge Menu

Appetizers

Buffalo Chicken Dip

w/ Crusty Bread glazed in either "bleu Cheese Dressing" or "Ranch"

Spinach and Artichoke dip

Served with Blue

French Onion Soup

served with Croutons in the soup and melted cheese over the top

Blue Chips w/ Salsa

The Wedge

Lettuce wedge, with Tomatos, cucumbers, carrots, bacon and red onion
w/ choice of dressings

Soup & Salad

Daily Soups also served as a Bowl

Specialty Sandwiches

Blue Philly

Sliced Steak smothered in Mozzarella and Provolone cheese
served on a french roll with a specialty mayo and AuJu on the side

Blue Phoenix

Sliced chicken breast topped with ham and melted swiss cheese
served on a ciabatta roll with a dijon mayo blend

add: Lettuce and Tomatoe

Lounge BLT

Bacon, Lettuce and Tomato with black pepper mayo
served on ciabatta roll

Additional Sandwiches added for specialty

Lounge Menu

Flat Breads

Margaritta

Chicken Alfredo

Blue Philly

Tomato, Basil and Mozzarella

Desserts

Cheese Cake Martini

an apple Alamode Dish

Some Kind of Decadent Chocolate Dessert



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

JANICE GARDNER
389 CONGRESS STREET
ROOM 203
PORTLAND, ME 04101

Transaction Response #: MIQ99C684191

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2015-11-09) :
Inquiries Name(s) STEPHEN A WALLACE (1962-05-04)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Business Licensing - BLUE PHOENIX LOUNGE - PENDING Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 11/11/2015 3:09 PM
Subject: BLUE PHOENIX LOUNGE - PENDING Business License Approval

BLUE PHOENIX LOUNGE - PENDING is Approved for their Business License Inspection by the Police Dept.

Date: 11/11/2015

Zone:
Comments: Class A lounge.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295



Office of the City Clerk

Katherine L. Jones, CCM, City Clerk

November 19, 2015

Stephen Wallace
19 Briarwood Ln.
Portland, ME 04103

Re: Blue Phoenix Lounge LLC d/b/a Blue Phoenix Lounge. Application for a Class A Lounge License with Entertainment with Dance at 845 Forest Ave.

Dear Mr. Wallace,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, December 7th, at 12:00 p.m.** for the review of your application for a Class A Lounge License with Entertainment with Dance at 845 Forest Ave. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Janice Gardner".

Janice Gardner
Business License Administrator
207-874-8557
bl@portlandmaine.gov

Blue Phoenix Lounge

845 Forest Ave.



Copyright 2011 Esri. All rights reserved. Thu Nov 19 2015 12:37:17 PM.

*Order 119-15/16
Tab 7 12-7-15*

ETHAN STRIMLING (MAYOR)
BELINDA RAY (1)
SPENCER THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

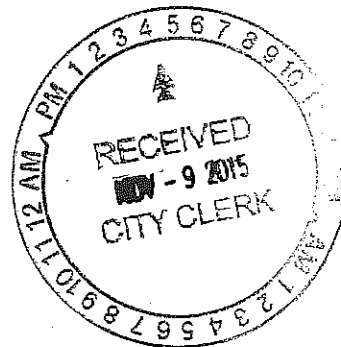
ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Flatbread Company, Inc. d/b/a Flatbread Company. Application for a Class I FSE License with
Outdoor Dining on Private Property at 72 Commercial St.**

Flatbread Portland, Inc

The Flatbread Company

November 6, 2015



Dear Mr. Mayor and City Council Members,

We at the Flatbread Company write you this letter to express our intent to add liquor to our beverage offerings. When we opened our location on 72 Commercial Street some fifteen years ago, there were no distilleries in the area. Today, there are several distilleries offering a variety of products, and we would like to serve these local spirits as original cocktails in our establishment.

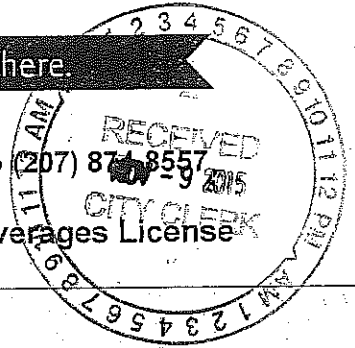
Thank you for your consideration in this matter,

Portland, Maine



Yes. Life's good here.

Office of the City Clerk • 389 Congress St. • Portland, ME 04101 • (207) 874-8557



Application for Food Service Establishment with Alcoholic Beverages License

Business Information:	
Business Name (d/b/a):	Flatbread Company Phone: 207 772-8777
Location Address:	72 Commercial St. 04101 Zip:
If new, what was formerly at this location:	
Mailing Address:	72 Commercial St. 04101 Zip:
Contact Person:	Thomas Cancelliere Phone: 207-772-8777
Contact Person Email:	flatbreadportland@flatbreadcompany.com
Manager of Establishment:	Jeanne Twomey Phone: 207-772-8777
Owner of Premises (Landlord):	Flatbread Co.
Address of Premises Owner:	4 Hight St. Hampton, NH Zip: 03842

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

Name of Owner(s)	Date of Birth	Residence Address
Jay Gould	5/7/53	1 Sea Rd. N. Hampton NH
John Meekhan	10/12/59	15 Pulpit Rock Rd. Rye NH

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

Corporate Name:		Corporate Mailing Address:	
Flatbread Co.		4 High Street #5 Hampton NH 03842 Zip:	
Contact Person:	Kathy Carson	Phone:	603-926-9401
Principal Officers	Title	Date of Birth	Residence Address
Jay Gould	owner	5/7/53	1 Sea Road N. Hampton NH
John Meekhan	owner	10/12/59	15 Pulpit Rock Rd, Rye, NH

About Your Establishment

Class of Liquor License:	Class 1	
Type of food served:	Organic, local when possible	
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 90%	Generated from Alcohol: 10%
Hours & days of operation:	11:30 - 9 M-Fri 11:30 - 10:30 FRI-Sat	

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

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

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

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

Signature Thomas Canalliere Title Assistant Manager Date 11/9/15

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

**BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, ME 04333-0008**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

DEPARTMENT USE ONLY

LICENSE NUMBER:

CLASS:

DEPOSIT DATE

AMT. DEPOSITED:

BY:

CK/MO/CASH:

PRESENT LICENSE EXPIRES

7.18.2016

INDICATE TYPE OF PRIVILEGE:



MALT

~~x~~

SPRITUOUS



VINOUS

INDICATE TYPE OF LICENSE:

~~x~~ **RESTAURANT (Class I,II,III,IV)**

~~x~~ **HOTEL-OPTINONAL FOOD (Class I-A)**

~~x~~ **CLASS A LOUNGE (Class X)**

~~x~~ **CLUB (Class V)**

~~x~~ **TAVERN (Class IV)**

~~x~~ **RESTAURANT/LOUNGE (Class XI)**

~~x~~ **HOTEL (Class I,II,III,IV)**

~~x~~ **CLUB-ON PREMISE CATERING (Class I)**

~~x~~ **GOLF CLUB (Class I,II,III,IV)**

~~x~~ **OTHER:**

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.) Flatbread Portland Inc		2. Business Name (D/B/A) Flatbread Portland	
DOB:		DOB:	
DOB: 10/12/1959		Location (Street Address) 72 Commercial Street	
Address <u>4 High St</u>		City/Town	State
<u>Hampton NH</u>		Portland	ME
Zip Code <u>03842</u>		Zip Code	04101
City/Town		City/Town	State
State		State	Zip Code
Zip Code		Zip Code	Zip Code
Telephone Number 207-772-8777		Business Telephone Number 207-772-8777	
Fax Number 207-772-0333		Fax Number 207-772-0333	
Federal I.D. # 01-0530505		Seller Certificate #	

3. If premises is a hotel, indicate number of rooms available for transient guests: _____

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 1,097,480 LIQUOR \$ 340,449

5. Is applicant a corporation, limited liability company or limited partnership? YES ~~x~~ NO ☒

complete Supplementary Questionnaire, If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ~~x~~ NO ☒ MM

7. If manager is to be employed, give name: Thomas Cancelliere
8. If business is NEW or under new ownership, indicate starting date: _____
 Requested inspection date: _____ Business hours: _____
9. Business records are located at: 72 Commercial Street Portland, ME 04101
10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐
12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
 Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Thomas Cancelliere	5/12/86	Fort Stewart, GA
Jay Gould	5/7/53	Hampton NH
John Meekins	10/12/1959	Brooklyn NY
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Jay Gould Hampton NH	Tom Cancelliere	Wakefield, MA
John Meekins Rye NH		Somerville, MA

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒
 Name: _____ Date of Conviction: _____
 Offense: _____ Location: _____
 Disposition: _____
14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
 Yes ☐ No ☒ If Yes, give name: _____
15. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒
16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: Flatbread Wharf
4 High Street, Hampton, NH 03842
17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____
Restaurant
18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
 YES ☒ NO ☐ Applied for: _____
19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? _____ Which of the above is nearest? _____
20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒
 If YES, give details: _____

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

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



State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

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

For Office Use Only:

License #: _____

Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

Flatbread Portland Inc

2. Other business name for your entity (DBA), if any:

Flatbread Portland

3. Date of filing with the Secretary of State: 11/24/09

4. State in which you are formed: Maine

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

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

Name	Address for Previous 5 years	Date of Birth	Ownership %
Jay Gould	1 Sea Road, N. Hampton, NH	05/07/1953	70
John Meehan	15 Pulpit Rock Road , Rye, NH	10/12/1959	30

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

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

Yes ☐ No ☒

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

11/9/15
Date

Thomas Cancelliere

Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To:

Bureau of Alcoholic Beverages and Lottery
Operations Division of Liquor Licensing Enforcement
8 State House Station Augusta, Me 04333-0008
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

The Flatbread Company

72 Commercial St., Old Port, Portland, ME (207) 772-8777

All natural, wood-fired, clay oven pizza

OUR ORGANIC SALAD

Locally grown organic mesclun and locally grown organic sweet leaf lettuces tossed with organic celery and carrots, toasted sesame seeds, Maine sea kelp and our homemade ginger-tamari vinaigrette 6.50
.... With Great Hill blue cheese 7.75
.... With Sunset Acres goat cheese 8.25

NO BOUNDARIES SALAD – Start with an organic salad and add your choice of...

Veggies – choose from oven-roasted red bell peppers, organic red onions, Kalamata olives, sulfate-free organic sundried tomatoes, organic mushrooms, or any veggie from our special flatbreads

Cheeses – Parmesan cheese, Sunset Acres goat cheese, whole milk mozzarella or Great Hill blue cheese

Meats – oven roasted free-range chicken breast, or any meats from our daily carne special

One veggie only	add	1.25	Two or more veggies	add	2.25
Great Hill blue cheese	add	1.25	Sunset Acres goat cheese	add	1.75
Clean, chemical-free meats				add	3.00 ea

OUR ENTRÉE SALADS – All served with our housemade ginger –tamari vinaigrette...

Grass-fed Steak – Wood fired steak, local, organic greens, Great Hill Dairy blue cheese, organic mushrooms, organic red onions and Backyard Farms tomatoes 16.50

Fire Roasted Chicken – Free-range chicken, local, organic greens, Sunset Acres Farm goat cheese, fire roasted red peppers, organic black beans and corn 14.50

Old Port Smoked Salmon – Locally smoked Atlantic salmon, Sunset Acres Farm goat cheese, local, organic greens, organic red onions, capers and Backyard Farms tomatoes, topped with toasted sesame seeds 15.50

NO BOUNDARIES FLATBREADS – take a Cheese & Herb, Jay's Heart or Vegan and add any combo of

Veggies – Fire-roasted red peppers, organic red onions, caramelized organic onions, Kalamata olives, sulfate-free organic sun-dried tomatoes, organic mushrooms, organic rosemary, our organic herb mix, wood-fired cauldron tomato sauce

Cheeses – whole milk mozzarella cheese, Imported Parmesan cheese, Sunset Acres goat cheese, Great Hill blue cheese

Meats – homemade nitrate-free pepperoni, our hormone-free maple fennel sausage, wood-fired grilled free-range chicken or any meat from our carne special

Clean, chemical-free meat	add	3.00 ea / 1.75 ea
Organic veggies	add	1.75 ea / 1.00 ea
Extra cheese	add	2.50 ea / 1.75 ea

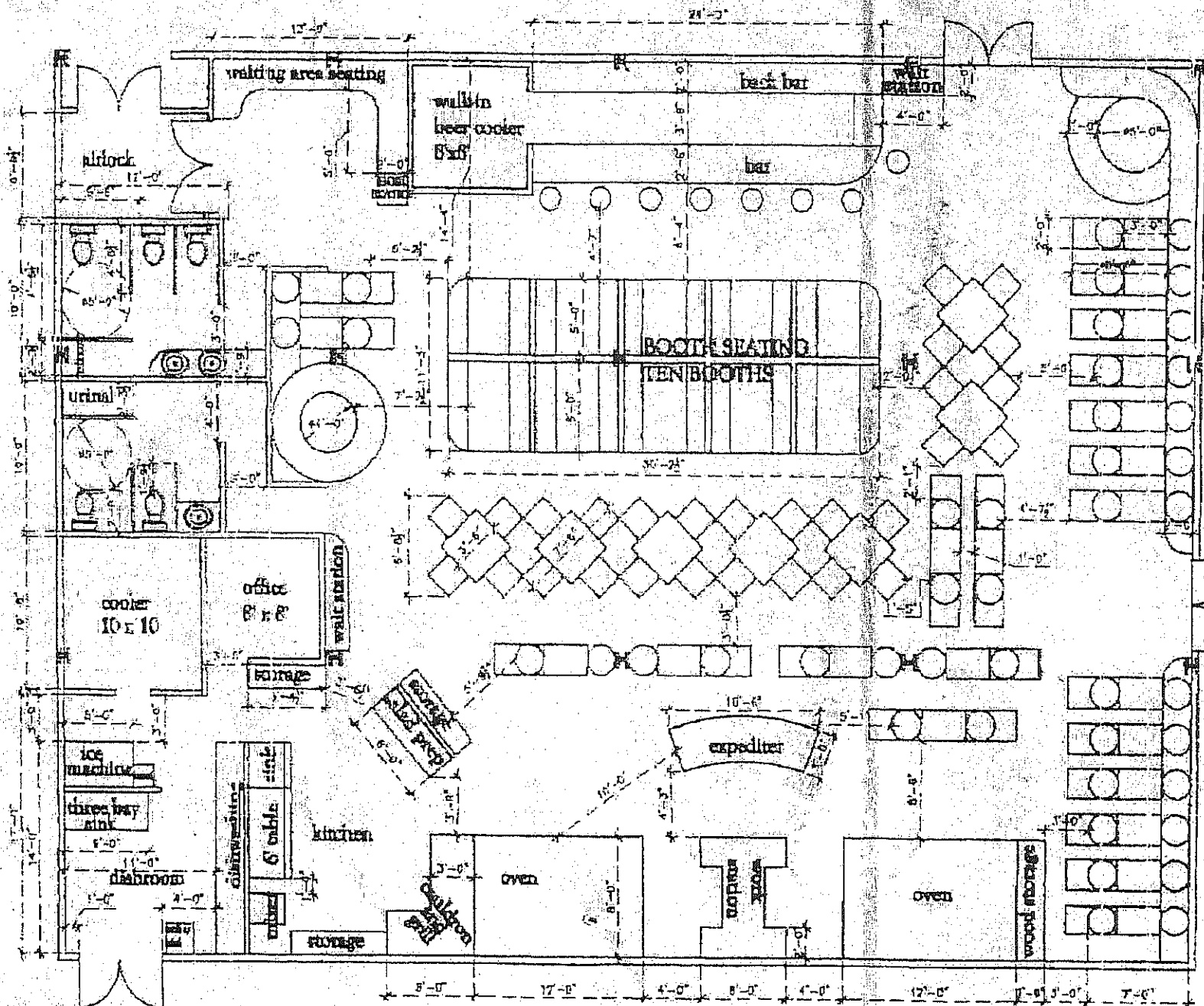
small gluten-free flatbreads available – add \$4.50

Never an extra charge – We offer additional dressing, sauces, parmesan & olive oil at no extra charge!

We also provide free refills on fountain sodas & coffee

Before placing your order, please inform your server if a person in your party has a food allergy

11/11/99 Final changes?



Business Licensing - FLATBREAD CO. Business License Approval

From: Gary Hutcheson
To: Business Licensing
Date: 11/11/2015 3:08 PM
Subject: FLATBREAD CO. Business License Approval

FLATBREAD CO. is Approved for their Business License Inspection by the Police Dept.

Date: 11/11/2015

Zone:

Comments: Class 1 upgrade.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295



Office of the City Clerk

Katherine L. Jones, CCM, City Clerk

November 19, 2015

Flatbread Company
Attn: Thomas Cancelliere
72 Commercial St.
Portland, ME 04101

Re: Flatbread Company, Inc. d/b/a Flatbread Company. Application for a Class I FSE License with Outdoor Dining on Private Property at 72 Commercial St.

Dear Mr. Cancelliere,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, December 7th, at 12:00 p.m.** for the review of your application for a Class I FSE License with Outdoor Dining on Private Property at 72 Commercial St. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the issue could be postponed.

Should you have any questions or concerns, please do not hesitate to contact our office directly at (207) 874-8557 or by email, BL@portlandmaine.gov

Sincerely,

Janice Gardner
Business License Administrator
207-874-8557
bl@portlandmaine.gov

*Order 120-15/16
Tab 8 12-7-15*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE APPLICATION AND ACCEPTANCE
OF A BROWNFIELDS REVOLVING LOAN FUND GRANT**

ORDERED, that the application for a \$800,000 Brownfields Revolving Loan Fund grant from the United States Environmental Protection Agency is hereby approved; and

BE IT FURTHER ORDERED, that a Brownfields grant in the amount of \$800,000 from the U.S. Environmental Protection Agency, if awarded, is hereby accepted for the purposes of recapitalizing the City's Brownfields Revolving Loan Fund; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the Grant.



Economic Development Department
Gregory A. Mitchell, Director

TO: Mayor and City Council

FROM: Gregory A. Mitchell, Economic Development Director

DATE: November 20, 2015

DISTRIBUTION: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julie Sullivan

SUBJECT: Application for Brownfields Funds to Recapitalize City's Brownfields Revolving Loan Fund (RLF)

SPONSOR: Jon Jennings

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading and Final Action

Can action be taken at a later date: _____ Yes _____X_____ No (If no why not?) The grant application is due Dec. 18th.

PRESENTATION: (Greg Mitchell – 5 minutes)

I. SUMMARY OF ISSUE (Agenda Description) Approval to apply for and accept a Brownfields grant from the Environmental Protection Agency (EPA) to recapitalize the City's Brownfields RLF.

II. REASON FOR SUBMISSION (Summary of Issue/Background) The EPA has issued a request for Brownfields RLF grants. The Economic Development Department (EDD) would like to apply for \$800,000 to recapitalize the City's Brownfields RLF. The EDD is seeking City Council approval to apply for, and if successful, accept a Brownfields RLF grant from EPA and appropriate through loans to for-profits and possibly subgrants to non-profits.

III. INTENDED RESULT The intended result, if the grant is successful, would be an \$800,000 grant to the City to provide as loans to for-profit developers and, if desired, as grants to non-profits for the cleanup of Brownfields sites throughout the City, with special attention to the Peninsula. In addition to the public benefit of reduced environmental contamination in the City, cleaned up sites can be reused and redeveloped, including for residential projects.

IV. COUNCIL GOAL ADDRESSED Promote economic development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

V. FINANCIAL IMPACT Other than staff time to administer the Brownfields RLF should the grant application be successful, there would be no direct financial impact to the City. An indirect financial impact would be vacant and/or contaminated sites being cleaned up, redeveloped and put back on the tax rolls providing revenue for the City.

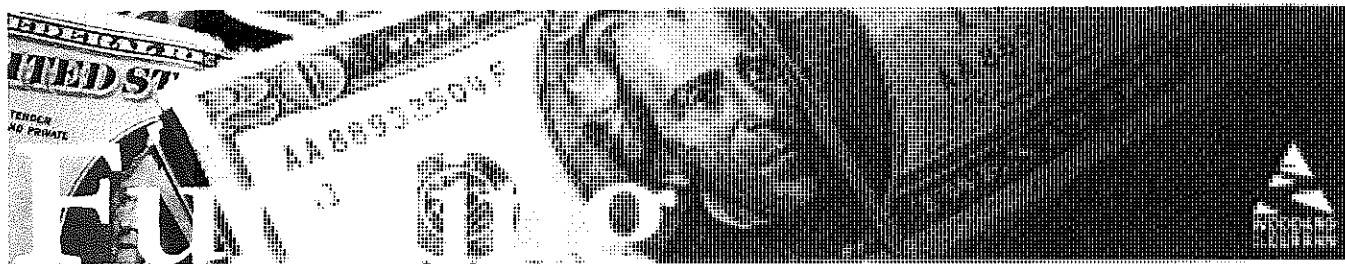
VI. STAFF ANALYSIS There are brownfields all over the peninsula and elsewhere in the City. The benefit to having available Brownfields funds that can be lent out at low interest rates to for-profit developers and possibly subgrants to non-profit developers is to help them with affording the cost of cleaning up contaminated sites for reuse and redevelopment. Clean sites will yield new development and revenue for the City as well as new jobs and/or housing. Currently, the City has \$319,480 remaining in its Brownfields Fund with a principal balance of \$187,292 on a loan that was made to a for-profit developer for cleanup of a contaminated site.

VII. RECOMMENDATION The Economic Development staff recommends that the City Council approve applying to the EPA for \$800,000 in Brownfields Revolving Loan cleanup funds, accepting those funds, should the grant be successful, and appropriating them for use in loans to for-profits and possibly subgrants to non-profits..

VIII. LIST ATTACHMENTS

Prepared by: Nelle Hanig

Date: November 20, 2015



SPECIAL ALERT | November 2015

EPA's Brownfield Program

Funding

EPA's Brownfields Program provides funds to empower states, communities, tribes, and nonprofits to prevent, inventory, assess, clean up, and reuse brownfield sites. These brownfields grants may be used to address sites contaminated by petroleum and hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum).

Who can apply?

The applicant must be the owner of the project and control the revenues, expenses, operations, and maintenance of the project; Assistance may require that a business level feasibility study be completed by an independent qualified consultant as part of the application.

Amount of Grant Funding

Available:

The total funding available under the national competitions for assessment, cleanup, and RLF grants is estimated at \$54.5 million subject to the availability of funds and other applicable considerations. EPA may expend up to 25 percent of the amount appropriated for brownfields grants on sites contaminated with petroleum. EPA anticipates awarding an estimated 223 grants among all three grant types.

Eligible Use of Funds

EPA provides brownfields funding for three types of grants:

1. Brownfields Assessment Grants – provides funds to inventory, characterize, assess, and conduct planning (including cleanup planning) and community involvement related to brownfield sites. Under this announcement, EPA anticipates awarding an estimated 151 assessment grants for an estimated \$34.1 million. Eligible entities include state, local, and tribal governments (with the exception of Indian tribes in Alaska), as well as a range of government entities.
2. Brownfields Revolving Loan Fund (RLF) Grants – provides funds for a grant recipient to capitalize a revolving fund and to make loans and provide subgrants to conduct cleanup activities at brownfield sites. Under this announcement, EPA anticipates awarding an estimated 12 RLF grants for an estimated \$8.5 million. Eligible entities include state, local, and tribal governments (with the exception of Indian tribes in Alaska), as well as a range of government entities.
3. Brownfields Cleanup Grants – provides funds to conduct cleanup activities at a specific brownfield site owned by the applicant. Under this announcement, EPA anticipates award-

ing an estimated 60 cleanup grants for an estimated \$11.9 million. Local Government, Tribes, Regional Council, and Nonprofit organizations are eligible to apply.

Due Date:

Proposals are due December 18, 2015.

Applications Available:

[EPA Website](#)

Funding Assistance

Please contact Jessica Richard, Mary McCrann, or Alexandra Regazzini if you have any questions, or if you would like to know more about potential funding opportunities for your clients!

*Order 121-15/16
Tab 9 12-7-15*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING A SIDEWALK EASEMENT FOR
PUBLIC ACCESS FROM MAY STREET 7-9 LLC**

ORDERED, that a sidewalk easement from May Street 7-9 LLC to allow public access is hereby accepted in substantially the form attached hereto.

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Jeff Levine, Director, Planning and Urban Development Department

DATE: November 10, 2015

DISTRIBUTION: City Manager Jon Jennings, Mayor Michael Brennan, Assistant City Manager Anita LaChance, Sonia Bean, Danielle West-Chuhta, Corporation Counsel; Jennifer Thompson, Associate Corporation Counsel; Sonia Bean, Nancy English, and Julie Sullivan

SUBJECT: Sidewalk Easement Request for 7-9 May Street

SPONSOR: Department of Planning and Urban Development

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ **Final Action:** December 7th, 2015

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

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

I. SUMMARY OF ISSUE (Agenda Description)

The Department of Planning and Urban Development is forwarding a request from May Street 7-9, LLC seeking the City Council's acceptance of a sidewalk easement for public access. The applicant is offering to the City an easement to allow public access on a sidewalk located on their property along May Street.

On March 24, 2015, the Planning Board approved a Level III Site Plan and Subdivision application for the four-unit rental townhouse development located at 7-9 May Street. The Planning Board voted unanimously 4-0 (O'Brien, Morrisette and Eaton absent) to approve the application with waivers and conditions.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

The easement requires City Council approval and, per Corporation Counsel, qualifies as a one-reading item.

III. INTENDED RESULT

The request is for the approval of the sidewalk easement to allow public access on private property and the authorization of the City Manager to grant the easement on the City's behalf.

IV. COUNCIL GOAL ADDRESSED

Granting the proposed easement and thus allowing this building project with four units of rental housing to proceed, will promote housing availability and connectivity on the streets of Portland.

V. FINANCIAL IMPACT

The project will ultimately result in tax revenue to the city.

VI. STAFF ANALYSIS AND RECOMMENDATION

The Corporation Counsel's office has reviewed the easement agreement and has approved the draft as presented here. As noted above, the Planning Board approved the proposed development on March 24, 2015 with the conditions that the applicant obtains the required easement.

VII. LIST ATTACHMENTS

- Draft Sidewalk Easement between City of Portland and May Street 7-9, LLC.

Prepared by: Shukria Wiar, Planner

Date: November 10, 2015

SIDEWALK EASEMENT
TO THE
CITY OF PORTLAND

MAY STREET 7-9 LLC, a Maine Limited Liability Company (hereinafter, "GRANTOR), for one dollar and other good and valuable consideration, hereby grants to the CITY OF PORTLAND, Maine, a municipal corporation and body politic, an easement to maintain, replace and repair a sidewalk along May Street, Portland, for public use and enjoyment in, on, under and over the portions of that certain parcel of land of the Grantor that is identified as the "Sidewalk Easement Area" on the sketch entitled _____ and attached hereto as **Exhibit A** and made a part hereof and as is more particularly described on **Exhibit B** attached hereto and made a part hereof.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by Alex Waters, its Manager/Member thereunto duly authorized as of the ____ day of March, 2015.

WITNESS:

May Street 7-9 LLC

By: _____

Its Manager/Member
Print Name: Alexander C. Waters

STATE OF MAINE
COUNTY OF CUMBERLAND, SS. March _____, 2015

Personally appeared the above named Alexander C. Waters, in his capacity as Manager/Member of May Street 7-9 LLC, who acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said Company.

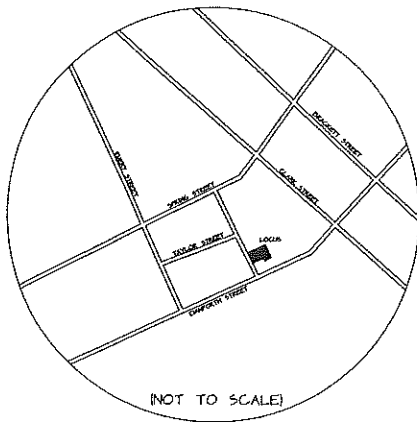
Before me,

Name:
Notary Public / Attorney at law

My Commission Expires:

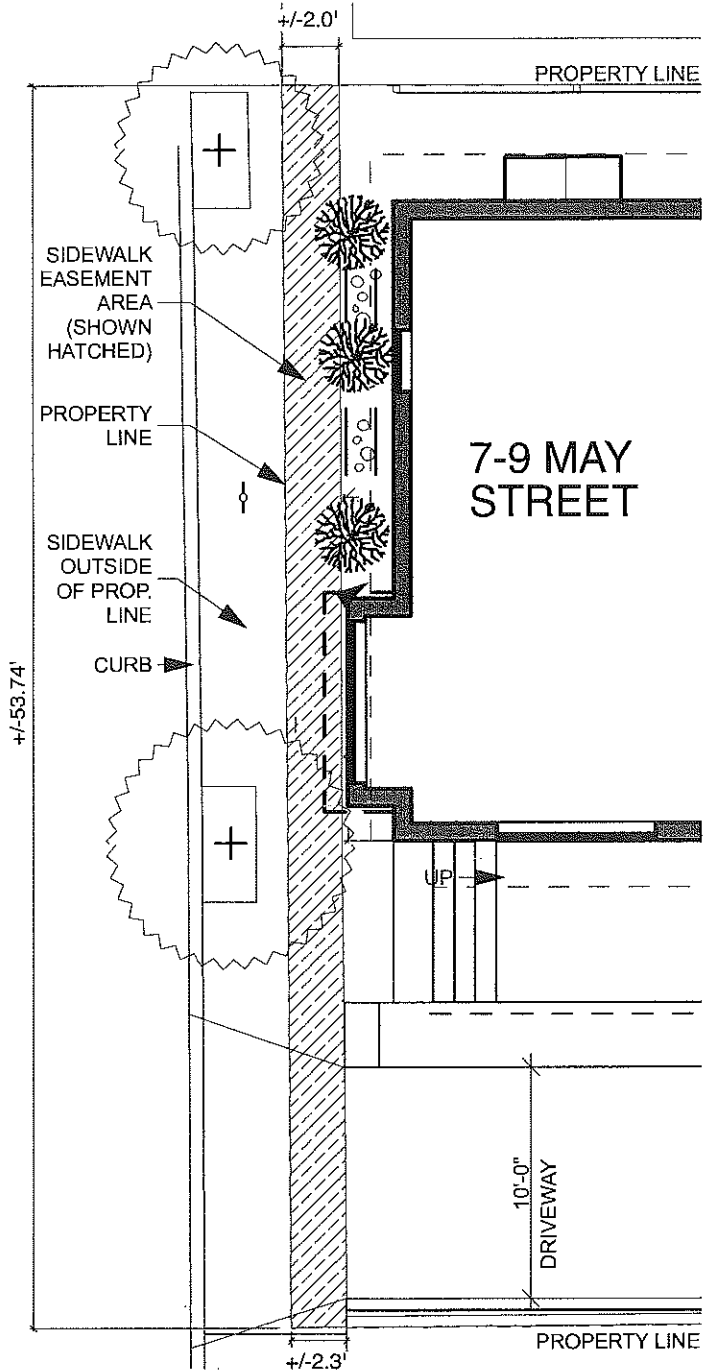
EXHIBIT A

[SKETCH PLAN]



PROJECT LOCATION SKETCH

MAY STREET



1

SIDEWALK EASEMENT

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

KAPLAN THOMPSON
ARCHITECTS

424 FORE ST., PORTLAND, ME 04101
207-842-2888 FAX: 842-2828

7-9 MAY STREET, MAY STREET 7-9 LLC, PORTLAND, MAINE

DRAWING: SIDEWALK EASEMENT

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

DATE: MARCH 23, 2015

EXHIBIT
A

EXHIBIT B

SIDEWALK EASEMENT DESCRIPTION
TO
THE CITY OF PORTLAND

EXHIBIT B

A certain lot or parcel of land, located on the easterly side of May Street in the City of Portland, County of Cumberland, and State of Maine, more particularly bounded and described as follows:

BEGINNING at a capped iron rod found along the easterly sideline of May Street located approximately 65 feet, more or less, on a bearing of N 15° 00' 00" W from the northerly sideline corner of May Street and Danforth Street;

THENCE N 15° 00' 00" W 53.74 feet along the easterly sideline of May Street to a capped iron rod found;

THENCE N 75° 23' 47" E 2.00 feet along land now or formerly of May Street West LLC to a point;

THENCE S 15° 00' 00" E 53.73 feet through land of GRANTOR herein to a point;

THENCE S 75° 00' 00" W 2.00 feet along land now or formerly of Brent Elliott and Ruby Elliott to the **POINT OF BEGINNING**.

Said lot or parcel of land contains 107 square feet, more or less, and is part of a lot or parcel of land as shown on a plan titled "Plan Showing Subdivision of Land at 7 - 9 May Street, Portland, Maine made for owner of record May Street 7 - 9, LLC" dated February 20, 2015 by Livingston-Hughes Professional Land Surveying Corporation 88 Guinea Road Kennebunkport, Maine and to be recorded in the Cumberland County Registry of Deeds.

*Order 128-15/16
Tab 10 12-7-15*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER GRANTING
A REVOCABLE LICENSE AT 185 FORE STREET TO THE
EAST INDIA LAND COMPANY LLC**

ORDERED that a revocable license agreement to the East India Land Company LLC to allow building foundation footings underneath the public sidewalk is hereby granted in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document and this Order.

EXHIBIT A

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the _____ day of December, 2015, between the **CITY OF PORTLAND**, a Maine body corporate and politic, with a mailing address of City Hall, 389 Congress Street, Portland, Maine 04101 (the "City" or "Licensor"), and **EAST INDIA LAND COMPANY, LLC**, a Maine limited liability company with a place of business in Portland, Maine and mailing address of _____, ME 04101 and its successors and assigns (hereinafter the "Licensee"), who hereby agree as follows:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, a revocable license is hereby granted to Licensee to occupy portions of land owned by the City at 185 Fore Street in the City of Portland, Cumberland County, Maine, which property abuts the property of Licensee described in a deed to Licensee dated May 1, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30624, Page 17 ("Licensee's Property"), for the purpose of permitting the encroachment of (i) concrete foundation footings, and used as described and depicted in **Exhibits A and B**, respectively, attached hereto and made a part hereof (the "Licensed Areas"), together with the right from time to time to bring upon the Licensed Areas and areas adjacent thereto workers, materials and machinery necessary for the use and enjoyment of the License granted herein, all in connection with the development of Licensee's construction project being developed on the Licensee's Property comprised of constructing a four story building with eight residential condominium units and one commercial condominium unit (the "Project"). Occupancy of the Licensed Areas is subject to the following conditions:

1. All work performed upon and use of the Licensed Areas for the purposes set forth herein shall be at Licensee's sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City's property adjacent to the Licensed Areas related to the conduct of any work related to this License. Licensee agrees at its sole expense shall restore any portion of the Licensed Areas and adjacent City property damaged by work conducted by Licensee related to this License to substantially its condition prior to such work, or as shown on the Site Plan (as defined below) for the Project, or as close to that condition as is reasonably practicable. Licensee, its successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Licensee's use, or the use of others, of the City's property as described above.

2. At all times during the Term of this License Agreement, Licensee, its agents and assigns, specifically including, but not limited to any condominium association as soon as any unit is transferred, shall exclusively be responsible for repairing, keeping and maintaining the Licensed Areas in a safe condition generally, by, among other things: ensuring prompt removal of, or otherwise eliminating snow and ice from all encroachments and in a manner that does not endanger pedestrians; preventing, by design and rules and supervision, objects stored or otherwise present on the encroachments from falling or being dropped or thrown onto the City's sidewalk; repairing, replacing or removing all encroachments as necessary for public safety; taking any and all other measures necessary to protect pedestrians in the sidewalk from injury or other harm arising out of the presence of the encroachments.

3. Licensee its successors or assigns shall procure and maintain liability insurance in an amount of at least Four Hundred Thousand Dollars (\$400,000) combined single limit (or the amount stated in the Maine Tort Claims Act as the same may be amended from time to time), covering claims for bodily injury, death and property damage and shall either name the City of Portland as an additional insured with respect to such coverage or shall obtain a contractual liability endorsement covering the obligations of Licensee under the terms of this license. Licensee shall provide City with evidence of such insurance coverage and shall obtain an endorsement providing City with no less than ten (10) days notice prior to non-renewal or cancellation thereof. Such notice shall be sent to

City of Portland, Corporation Counsel, 389 Congress Street, Portland, ME 04101. Failure of Licensee to procure or maintain such insurance coverage shall be an Event of Revocation as set forth in Section 4 below.

4. The benefits and obligations of Licensee shall apply to any subsequent owners of the building and portions thereof located on the land described on the approved site and subdivision plan for 185 Fore Street, Address: 185 Fore Street, Portland, Maine, recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the "Site Plan").

5. Subject to the provisions of Sections 6 and 7 hereof, this Agreement may be revoked six (6) months after receipt by the Licensee of written notice that an Event of Revocation has occurred, identifying such Event of Revocation, provided that such Event of Revocation is not cured within six (6) months after receipt of such notice by Licensee except as set forth in clause 3) below. "Event of Revocation" shall mean: 1) the building shown on the Site Plan fails to be constructed substantially in accordance with the Site Plan or any amendments thereto; 2) the building as shown on the Site Plan is destroyed, removed or otherwise thereafter ceases to exist on Licensee's Property and construction to rebuild said building has not begun within twelve (12) months of said destruction or removal, or 3) failure to maintain insurance as required under Section 2 above, and such failure is not remedied within thirty (30) days after written notice thereof. City acknowledges that Licensee may amend this Agreement, upon the written approval of the City, for the purpose of correcting and/or revising Exhibit A, to more accurately show the encroachments described above that are being licensed under this Agreement.

6. Any notice of an Event of Revocation delivered pursuant to Section 5 of this Agreement must be sent by certified mail, return receipt requested to the Licensee at the address for Licensee set forth above, or at such other address as the Licensee may provide to the City in writing from time to time. Copies of any notices sent to Licensee shall also be sent to:

185 Fore Street Associates, LLC
c/o Bateman Partners, LLC
Attn: Nathan Bateman, Vice President
P.O. Box 3572
Portland, Maine 04104

7. Notwithstanding any other provision herein, in the event that a notice of an Event of Revocation is delivered pursuant to Section 5 hereof, any mortgagee of Licensee's Property shall be entitled to cure the matter set forth in such notice within the time frames set forth in Section 5 hereof, and the City agrees to accept such performance by any such mortgagee of Licensee's obligations hereunder.

IN WITNESS WHEREOF, the City of Portland has caused this Revocable License to be executed by Jon P. Jennings, its City Manager thereunto duly authorized, as of the day and year first written above.

CITY OF PORTLAND

By: _____
Jon P. Jennings
City Manager

STATE OF MAINE
CUMBERLAND, ss

October ____, 2015

Personally appeared the above-named Jon P. Jennings, City Manager of the City of Portland as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney at Law

Print name: _____
My commission expires: _____

Seen and Agreed to:

EAST INDIA LAND COMPANY, LLC

By: _____
Name:
Title: Its

EXHIBIT A

License Area 1

A certain lot or parcel of land situated in India Street in the City of Portland, County of Cumberland and State of Maine described as follows:

Commencing at a point on the easterly sideline of India Street at the northwesterly corner of land now or formerly of the East India Land Company as described in deed book 30624 page 17;

Thence, S 46°24'57" E along the easterly sideline of said India Street 6.10 feet to the Point of Beginning;

Thence, from the Point of Beginning continuing S 46°24'57" E along the easterly sideline of said India Street 20.02 feet;

Thence, S 41°12'03" W into said India Street 0.99 feet;

Thence, N 48°47'57" W a distance of 6.00 feet;

Thence, N 41°12'03" E a distance of 1.03 feet;

Thence, N 48°47'57" W a distance of 14.00 feet;

Thence, N 41°12'03" E a distance of .79 feet to the easterly sideline of said India Street and the point of beginning containing 14 square feet more or less.

The above described parcel of land is shown as License Area 1 on "Amended Recording Plat 185 Fore Street, Fore Street, Portland, Maine made for East India Land Company LLC" dated April 15, 2015 by Owen Haskell, Inc.

License Area 2

A certain lot or parcel of land situated in India Street and Fore Street in the City of Portland, County of Cumberland and State of Maine described as follows:

Beginning at a point at the intersection of the easterly sideline of India Street with the northerly sideline of Fore Street;

Thence, N 57°57'41" E along the northerly sideline of said Fore Street 2.16 feet;

Thence, S 41°12'03" W into said Fore Street and said India Street 2.43 feet;

Thence, N 46°24'57" W a distance of 52.75 feet;

Thence, N 41°12'03" E a distance of .33 feet to the easterly sideline of said India Street;

Thence, S 46°24'57" E along the easterly sideline of said India Street 52.13 feet to the point of beginning containing 18 square feet more or less.

The above described parcel of land is shown as License Area 2 on "Amended Recording Plat 185 Fore Street, Fore Street, Portland, Maine made for East India Land Company LLC" dated April 15, 2015 by Owen Haskell, Inc.

License Area 3

A certain lot or parcel of land situated in Fore Street in the City of Portland, County of Cumberland and State of Maine described as follows

Commencing at a point at the intersection of the easterly sideline of India Street with the northerly sideline of Fore Street;

Thence, N 57°57'41" E along the northerly sideline of said Fore Street 7.75 feet to the Point of Beginning;

Thence, N 57°57'41" E along the northerly sideline of said Fore Street 7.31 feet;

Thence, S 48°47'57" E into said Fore Street 0.67 feet;

Thence, S 41°12'03" W a distance of 7.00 feet;

Thence, N 48°47'57" W a distance of 2.78 feet to the northerly sideline of said Fore Street and the point of beginning containing 12 square feet more or less.

The above described parcel of land is shown as License Area 3 on "Amended Recording Plat 185 Fore Street, Fore Street, Portland, Maine made for East India Land Company LLC" dated April 15, 2015 by Owen Haskell, Inc.

License Area 4

A certain lot or parcel of land situated in Fore Street in the City of Portland, County of Cumberland and State of Maine described as follows

Commencing at a point at the intersection of the easterly sideline of India Street with the northerly sideline of Fore Street;

Thence, N 57°57'41" E along the northerly sideline of said Fore Street 38.53 feet to the Point of Beginning;

Thence, N 57°57'41" E along the northerly sideline of said Fore Street 4.13 feet;

Thence, S 41°12'03" E into said Fore Street 3.95 feet;

Thence, N 48°47'57" W a distance of 1.19 feet to the northerly sideline of said Fore Street and the point of beginning containing 2.4 square feet more or less.

The above described parcel of land is shown as License Area 4 on "Amended Recording Plat 185 Fore Street, Fore Street, Portland, Maine made for East India Land Company LLC" dated April 15, 2015 by Owen Haskell, Inc.

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Jeff Levine, Director, Planning and Urban Development Department

DATE: November 20, 2015

DISTRIBUTION: City Manager Jon Jennings, Mayor Michael Brennan, Assistant City Manager Anita LaChance, Sonia Bean, Danielle West-Chuhta, Corporation Counsel; Jennifer Thompson, Associate Corporation Counsel; Sonia Bean, Nancy English, and Julie Sullivan

SUBJECT: Sidewalk Easement Request for 185 Fore Street

SPONSOR: Department of Planning and Urban Development

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action: December 7th, 2015

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

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

I. SUMMARY OF ISSUE (Agenda Description)

The Department of Planning and Urban Development is forwarding a request from Bateman Partners, LLC seeking the City Council's acceptance of a foundation license. The applicant is requesting the City license in order to allow the proposed building foundation footings to be under the sidewalk located along their property on Fore and India Streets.

On May 26, 2015, the Planning Board approved a Level III Site Plan and Subdivision application for a four story mixed use building that contains 4,085 square feet of office/retail use on the first floor and eight residential units on the second through fourth floors at 185 Fore Street. The Planning Board voted unanimously 6-0 (Boepple absent) to approve the application with waivers and conditions.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

The license requires City Council approval and, per Corporation Counsel, qualifies as a one-reading item.

III. INTENDED RESULT

The request is for the approval of the license agreement to allow the foundation footings to extend under the sidewalk and the authorization of the City Manager to grant the license on the City's behalf.

IV. COUNCIL GOAL ADDRESSED

Granting the proposed license and thus allowing this building project, which includes eight units of housing, to proceed, will promote housing availability and connectivity on the streets of Portland.

V. FINANCIAL IMPACT

The project will ultimately result in tax revenue to the city.

VI. STAFF ANALYSIS AND RECOMMENDATION

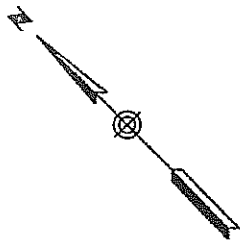
The Corporation Counsel's office has reviewed the license agreement and has approved the draft as presented here. As noted above, the Planning Board approved the proposed development on May 26, 2015 with the conditions that the applicant obtains the required license.

VII. LIST ATTACHMENTS

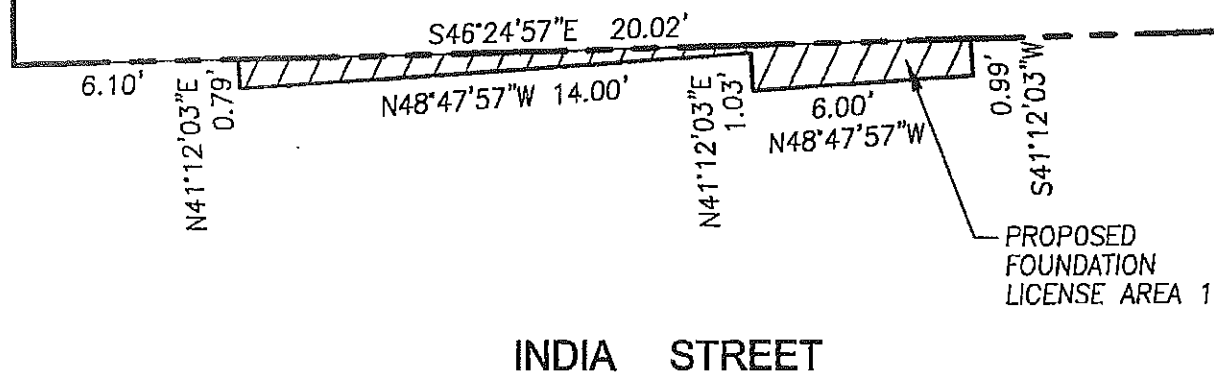
- Draft foundation license between City of Portland and Bateman Partners, LLC.

Prepared by: Shukria Wiar, Planner

Date: November 20, 2015



TM 20-F-23
EAST INDIA LAND COMPANY LLC
30624/17



PLAN REFERENCE:

"AMENDED RECORDING PLAT, 185 FORE STREET, PORTLAND, MAINE MADE FOR RECORD OWNER EAST INDIA LAND COMPANY LLC" APRIL 15, 2015 BY OWEN HASKELL, INC.

EXHIBIT A

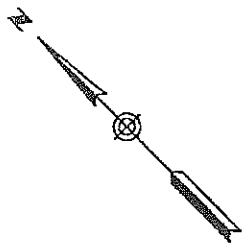
185 FORE STREET
FORE STREET, PORTLAND, MAINE
MADE FOR

EAST INDIA LAND COMPANY LLC

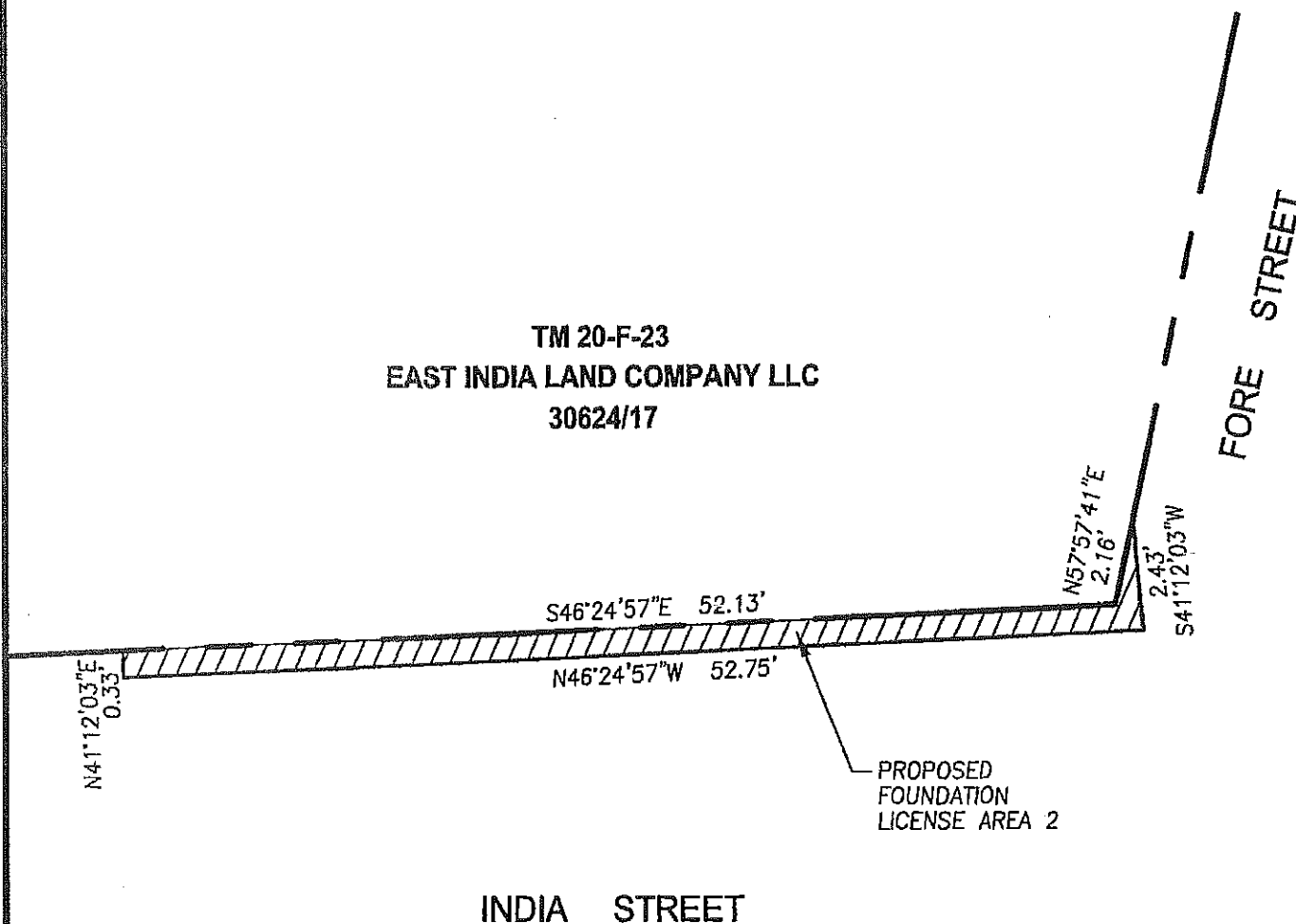
OWEN HASKELL, INC.

390 U.S. ROUTE ONE, UNIT #10, FALMOUTH, MAINE 04105

Drwn By	JLW	Date	10-20-15	Job No.	14-023P
Check By	EB	Scale	1" = 5'	Drwg. No.	EX-A



TM 20-F-23
EAST INDIA LAND COMPANY LLC
30624/17



PLAN REFERENCE:

"AMENDED RECORDING PLAT, 185 FORE STREET,
PORTLAND, MAINE MADE FOR RECORD OWNER EAST
INDIA LAND COMPANY LLC" APRIL 15, 2015 BY
OWEN HASKELL, INC.

EXHIBIT B			
185 FORE STREET			
FORE STREET, PORTLAND, MAINE			
MADE FOR			
EAST INDIA LAND COMPANY LLC			
OWEN HASKELL, INC.			
390 U.S. ROUTE ONE, UNIT #10, FALMOUTH, MAINE 04105			
Drwn By	JLW	Date	10-20-15
Job No.	14-023P	Scale	N.T.S.
Check By	EB	Drwg. No.	EX-B

TM 20-F-23
EAST INDIA LAND COMPANY LLC
30624/17

INDIA STREET

PLAN REFERENCE:

"AMENDED RECORDING PLAT, 185 FORE STREET,
PORTLAND, MAINE MADE FOR RECORD OWNER EAST
INDIA LAND COMPANY LLC" APRIL 15, 2015 BY
OWEN HASKELL, INC.

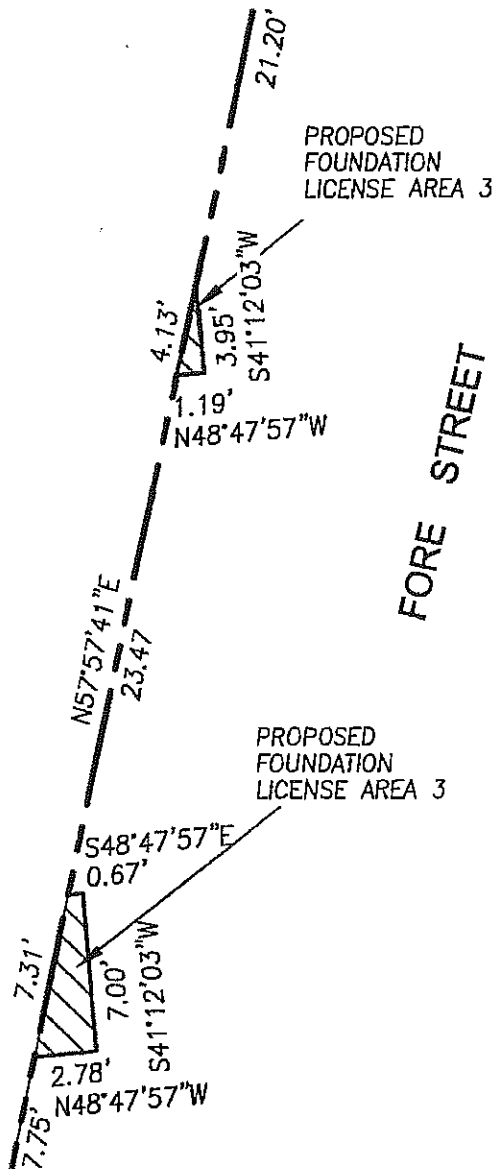


EXHIBIT C
185 FORE STREET
FORE STREET, PORTLAND, MAINE
MADE FOR
EAST INDIA LAND COMPANY LLC

OWEN HASKELL, INC.

390 U.S. ROUTE ONE, UNIT #10, FALMOUTH, MAINE 04105

Drwn By	JLW	Date	10-20-15	Job No.	14-023P
Check By	EB	Scale	N.T.S.	Drwg. No.	EX-C

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the _____ day of December, 2015, between the **CITY OF PORTLAND**, a Maine body corporate and politic, with a mailing address of City Hall, 389 Congress Street, Portland, Maine 04101 (the "City" or "Licensor"), and **EAST INDA LAND COMPANY, LLC**, a Maine limited liability company with a place of business in Portland, Maine and mailing address of _____, ME 04101 and its successors and assigns (hereinafter the "Licensee"), who hereby agree as follows:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, a revocable license is hereby granted to Licensee to occupy portions of land owned by the City at 185 Fore Street in the City of Portland, Cumberland County, Maine, which property abuts the property of Licensee described in a deed to Licensee dated May 1, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30624, Page 17 ("Licensee's Property"), for the purpose of permitting the encroachment of (i) concrete foundation footings, and used as described and depicted in **Exhibits A and B**, respectively, attached hereto and made a part hereof (the "Licensed Areas"), together with the right from time to time to bring upon the Licensed Areas and areas adjacent thereto workers, materials and machinery necessary for the use and enjoyment of the License granted herein, all in connection with the development of Licensee's construction project being developed on the Licensee's Property comprised of constructing a four story building with eight residential condominium units and one commercial condominium unit (the "Project"). Occupancy of the Licensed Areas is subject to the following conditions:

1. All work performed upon and use of the Licensed Areas for the purposes set forth herein shall be at Licensee's sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City's property adjacent to the Licensed Areas related to the conduct of any work related to this License. Licensee agrees at its sole expense shall restore any portion of the Licensed Areas and adjacent City property damaged by work conducted by Licensee related to this License to substantially its condition prior to such work, or as shown on the Site Plan (as defined below) for the Project, or as close to that condition as is reasonably practicable. Licensee, its successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Licensee's use, or the use of others, of the City's property as described above.

2. At all times during the Term of this License Agreement, Licensee, its agents and assigns, specifically including, but not limited to any condominium association as soon as any unit is transferred, shall exclusively be responsible for repairing, keeping and maintaining the Licensed Areas in a safe condition generally, by, among other things: ensuring prompt removal

of, or otherwise eliminating snow and ice from all encroachments and in a manner that does not endanger pedestrians; preventing, by design and rules and supervision, objects stored or otherwise present on the encroachments from falling or being dropped or thrown onto the City's sidewalk; repairing, replacing or removing all encroachments as necessary for public safety; taking any and all other measures necessary to protect pedestrians in the sidewalk from injury or other harm arising out of the presence of the encroachments.

3. Licensee its successors or assigns shall procure and maintain liability insurance in an amount of at least Four Hundred Thousand Dollars (\$400,000) combined single limit (or the amount stated in the Maine Tort Claims Act as the same may be amended from time to time), covering claims for bodily injury, death and property damage and shall either name the City of Portland as an additional insured with respect to such coverage or shall obtain a contractual liability endorsement covering the obligations of Licensee under the terms of this license. Licensee shall provide City with evidence of such insurance coverage and shall obtain an endorsement providing City with no less than ten (10) days notice prior to non-renewal or cancellation thereof. Such notice shall be sent to City of Portland, Corporation Counsel, 389 Congress Street, Portland, ME 04101. Failure of Licensee to procure or maintain such insurance coverage shall be an Event of Revocation as set forth in Section 4 below.

4. The benefits and obligations of Licensee shall apply to any subsequent owners of the building and portions thereof located on the land described on the approved site and subdivision plan for 185 Fore Street, Address: 185 Fore Street, Portland, Maine, recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the "Site Plan").

5. Subject to the provisions of Sections 6 and 7 hereof, this Agreement may be revoked six (6) months after receipt by the Licensee of written notice that an Event of Revocation has occurred, identifying such Event of Revocation, provided that such Event of Revocation is not cured within six (6) months after receipt of such notice by Licensee except as set forth in clause 3) below. "Event of Revocation" shall mean: 1) the building shown on the Site Plan fails to be constructed substantially in accordance with the Site Plan or any amendments thereto; 2) the building as shown on the Site Plan is destroyed, removed or otherwise thereafter ceases to exist on Licensee's Property and construction to rebuild said building has not begun within twelve (12) months of said destruction or removal, or 3) failure to maintain insurance as required under Section 2 above, and such failure is not remedied within thirty (30) days after written notice thereof. City acknowledges that Licensee may amend this Agreement, upon the written approval of the City, for the purpose of correcting and/or revising Exhibit A, to more accurately show the encroachments described above that are being licensed under this Agreement.

6. Any notice of an Event of Revocation delivered pursuant to Section 5 of this Agreement must be sent by certified mail, return receipt requested to the Licensee at the address for Licensee set forth above, or at such other address as the Licensee may provide to the City in writing from time to time. Copies of any notices sent to Licensee shall also be sent to:

185 Fore Street Associates, LLC
c/o Bateman Partners, LLC
Attn: Nathan Bateman, Vice President
P.O. Box 3572
Portland, Maine 04104

7. Notwithstanding any other provision herein, in the event that a notice of an Event of Revocation is delivered pursuant to Section 5 hereof, any mortgagee of Licensee's Property shall be entitled to cure the matter set forth in such notice within the time frames set forth in Section 5 hereof, and the City agrees to accept such performance by any such mortgagee of Licensee's obligations hereunder.

IN WITNESS WHEREOF, the City of Portland has caused this Revocable License to be executed by Jon P. Jennings, its City Manager thereunto duly authorized, as of the day and year first written above.

CITY OF PORTLAND

By: _____
Jon P. Jennings
City Manager

STATE OF MAINE
CUMBERLAND, ss

October ____, 2015

Personally Appeared the above-named Jon P. Jennings, City Manager of the City of Portland as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney at Law

Print name: _____
My commission expires: _____

Seen and Agreed to:

EAST INDIA LAND COMPANY, LLC

By: _____

Name:

Title: Its

EXHIBIT A

License Area 1

A certain lot or parcel of land situated in India Street in the City of Portland, County of Cumberland and State of Maine described as follows:

Commencing at a point on the easterly sideline of India Street at the northwesterly corner of land now or formerly of the East India Land Company as described in deed book 30624 page 17;

Thence, S 46°24'57" E along the easterly sideline of said India Street 6.10 feet to the Point of Beginning;

Thence, from the Point of Beginning continuing S 46°24'57" E along the easterly sideline of said India Street 20.02 feet;

Thence, S 41°12'03" W into said India Street 0.99 feet;

Thence, N 48°47'57" W a distance of 6.00 feet;

Thence, N 41°12'03" E a distance of 1.03 feet;

Thence, N 48°47'57" W a distance of 14.00 feet;

Thence, N 41°12'03" E a distance of .79 feet to the easterly sideline of said India Street and the point of beginning containing 14 square feet more or less.

The above described parcel of land is shown as License Area 1 on "Amended Recording Plat 185 Fore Street, Fore Street, Portland, Maine made for East India Land Company LLC" dated April 15, 2015 by Owen Haskell, Inc.

License Area 2

A certain lot or parcel of land situated in India Street and Fore Street in the City of Portland, County of Cumberland and State of Maine described as follows:

Beginning at a point at the intersection of the easterly sideline of India Street with the northerly sideline of Fore Street;

Thence, N 57°57'41" E along the northerly sideline of said Fore Street 2.16 feet;

Thence, S 41°12'03" W into said Fore Street and said India Street 2.43 feet;

Thence, N 46°24'57" W a distance of 52.75 feet;

Thence, N 41°12'03" E a distance of .33 feet to the easterly sideline of said India Street;

Thence, S 46°24'57" E along the easterly sideline of said India Street 52.13 feet to the point of beginning containing 18 square feet more or less.

The above described parcel of land is shown as License Area 2 on "Amended Recording Plat 185 Fore Street, Fore Street, Portland, Maine made for East India Land Company LLC" dated April 15, 2015 by Owen Haskell, Inc.

License Area 3

A certain lot or parcel of land situated in Fore Street in the City of Portland, County of Cumberland and State of Maine described as follows

Commencing at a point at the intersection of the easterly sideline of India Street with the northerly sideline of Fore Street;

Thence, N 57°57'41" E along the northerly sideline of said Fore Street 7.75 feet to the Point of Beginning;

Thence, N 57°57'41" E along the northerly sideline of said Fore Street 7.31 feet;

Thence, S 48°47'57" E into said Fore Street 0.67 feet;

Thence, S 41°12'03" W a distance of 7.00 feet;

Thence, N 48°47'57" W a distance of 2.78 feet to the northerly sideline of said Fore Street and the point of beginning containing 12 square feet more or less.

The above described parcel of land is shown as License Area 3 on "Amended Recording Plat 185 Fore Street, Fore Street, Portland, Maine made for East India Land Company LLC" dated April 15, 2015 by Owen Haskell, Inc.

License Area 4

A certain lot or parcel of land situated in Fore Street in the City of Portland, County of Cumberland and State of Maine described as follows

Commencing at a point at the intersection of the easterly sideline of India Street with the northerly sideline of Fore Street;

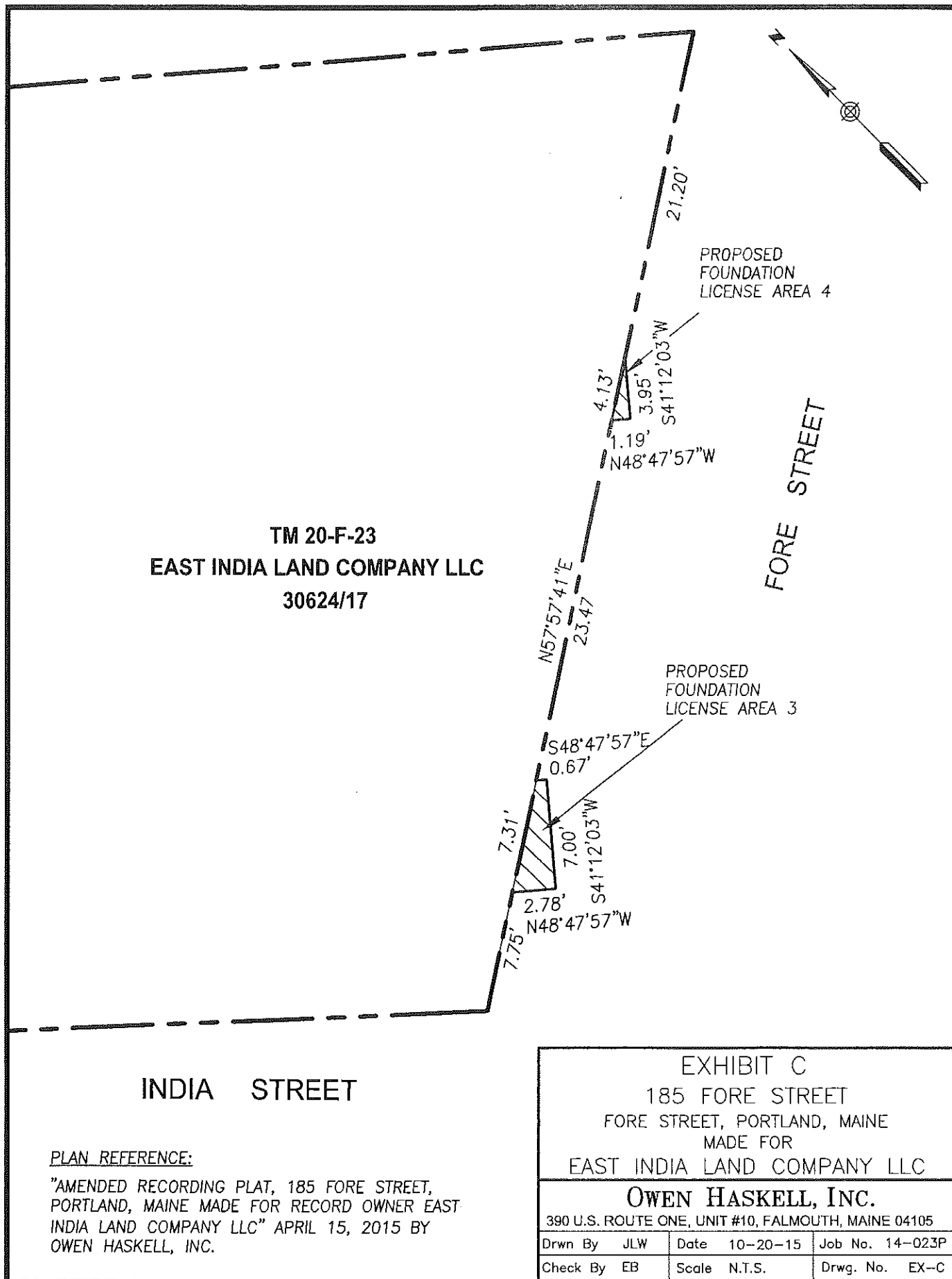
Thence, N 57°57'41" E along the northerly sideline of said Fore Street 38.53 feet to the Point of Beginning;

Thence, N 57°57'41" E along the northerly sideline of said Fore Street 4.13 feet;

Thence, S 41°12'03" E into said Fore Street 3.95 feet;

Thence, N 48°47'57" W a distance of 1.19 feet to the northerly sideline of said Fore Street and the point of beginning containing 2.4 square feet more or less.

The above described parcel of land is shown as License Area 4 on "Amended Recording Plat 185 Fore Street, Fore Street, Portland, Maine made for East India Land Company LLC" dated April 15, 2015 by Owen Haskell, Inc.



TM 20-F-23
EAST INDIA LAND COMPANY LLC
30624/17

PROPOSED
FOUNDATION
LICENSE AREA 4

FORE STREET

PROPOSED
FOUNDATION
LICENSE AREA 3

INDIA STREET

PLAN REFERENCE:

"AMENDED RECORDING PLAT, 185 FORE STREET,
PORTLAND, MAINE MADE FOR RECORD OWNER EAST
INDIA LAND COMPANY LLC" APRIL 15, 2015 BY
OWEN HASKELL, INC.

EXHIBIT C
185 FORE STREET
FORE STREET, PORTLAND, MAINE
MADE FOR
EAST INDIA LAND COMPANY LLC

OWEN HASKELL, INC.

390 U.S. ROUTE ONE, UNIT #10, FALMOUTH, MAINE 04105

Drwn By	JLW	Date	10-20-15	Job No.	14-023P
Check By	EB	Scale	N.T.S.	Drwg. No.	EX-C

*Order 123-15/16
Tab 11 12-7-15*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING EASEMENTS FOR
PUBLIC ACCESS, GRANTING AN IRREVOCABLE LICENSE
AND RELEASING EASEMENT RIGHTS FOR SEWERS AND DRAINAGE TO
REDFERN LONGFELLOW, LLC**

ORDERED, that a sidewalk easement and a roadway easement from Redfern Longfellow, LLC to allow public access and public vehicular access to Avon Street for property at 667 Congress Street are hereby accepted in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER ORDERED, that an irrevocable license agreement to Redfern Longfellow, LLC to permit building wall anchors within the street right-of-way at 667 Congress Street is hereby granted in substantially the form attached hereto as Exhibit B; and

BE IT FURTHER ORDERED, that any and all easement rights with respect to sewers, drains and stormwater facilities that the City may have in and to property at 667 Congress Street are hereby released to Redfern Longfellow, LLC in substantially the form of the Release of Easement Rights attached hereto as Exhibit C, and in exchange Redfern Longfellow, LLC shall grant the City rights as described in the Stormwater Drainage System Maintenance Agreement, attached hereto as Exhibit D; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Jeff Levine, Director, Planning and Urban Development Department

DATE: November 20, 2015

DISTRIBUTION: City Manager Jon Jennings, Mayor Michael Brennan, Assistant City Manager Anita LaChance, Danielle West-Chuhta, Corporation Counsel; Jennifer Thompson, Associate Corporation Counsel; Sonia Bean, Nancy English, and Julie Sullivan

SUBJECT: Sidewalk Easement Request for Longfellow Apartment at 667 Congress Street

SPONSOR: Department of Planning and Urban Development

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ **Final Action:** December 7th, 2015

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

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

I. SUMMARY OF ISSUE (Agenda Description)

The Department of Planning and Urban Development is forwarding a request by Redfern Longfellow, LLC seeking the City Council's acceptance of sidewalk easement, roadway easement, and building wall anchor irrevocable license. The applicant is offering the easement to the City to allow public access on the sidewalk located on their private property along Congress Street, as well as public vehicular access on Avon Street. There is an existing drainage easement on the site and the applicant is asking the City to release the historic rights to the old sewer line (which is being removed) and the old surface drainage right (the applicant will assume responsibility for the surface drainage). In addition to the easements, the applicant is requesting an irrevocable license for wall anchors that will extend into the right-of-way. The construction of the building is proposed to use building wall anchors to secure the basement walls during construction.

On October 27, 2015, the Planning Board approved a Level III Site Plan and Subdivision application to redevelop the property with an eight-story apartment building located at 667 Congress Street. The Planning Board voted unanimously 4-0 (Hall and Soley absent) to approve the application with waivers and conditions.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

The easements and irrevocable license requires City Council approval and, per Corporation Counsel, qualifies as a one-reading item.

III. INTENDED RESULT

The request is for the approval of the easement and license agreements to enable the construction of the proposed project and the authorization of the City Manager to grant the easement on the City's behalf.

IV. COUNCIL GOAL ADDRESSED

Granting the proposed easement and thus allowing this building project, which includes one hundred and thirty-nine (139) units of rental housing, to proceed, will promote housing availability and connectivity on the streets of Portland.

V. FINANCIAL IMPACT

The project will ultimately result in tax revenue to the city.

VI. STAFF ANALYSIS AND RECOMMENDATION

The Corporation Counsel's office has reviewed the easements and license and has approved the draft as presented here. As noted above, the Planning Board approved the proposed development on October 27, 2015 with the conditions that the applicant obtains the required easement.

VII. LIST ATTACHMENTS

1. Draft Sidewalk Easement, Roadway Easement, and Building Wall Anchor Irrevocable License between City of Portland and Redfern Longfellow, LLC.

Prepared by: Shukria Wiar, Planner

Date: November 20, 2015



LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the _____ day of October, 2015, 201____, between the **CITY OF PORTLAND**, a Maine body corporate and politic, with a mailing address of City Hall, 389 Congress Street, Portland, Maine 04101 (the "City" or "Licensor"), and REDFERN LONGFELLOW, LLC, a Maine _____ limited liability company with a place of business in Portland, Maine and mailing address of _____ PO Box 8616, Portland, ME 04101 and its successors and assigns (hereinafter the "Licensee"), who hereby agree as follows:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, a revocable license is hereby granted to Licensee to occupy portions of land owned by the City at _____ Congress Street and Vernon Place in the City of Portland, Cumberland County, Maine, which property abuts the property of Licensee described in a deed to Licensee recorded in the Cumberland County Registry of Deeds in Book _____, Page _____ ("Licensee's Property"), for the purpose of permitting the encroachment of ~~(i) concrete foundation footin~~ Please describe the nature of the encroachment ~~gs, and used as underground soil nails to serve as temporary anchors for foundation footings and retaining walls to be~~ constructed on the Licensee's Property in the locations described in, **Exhibit A** attached hereto and made a part hereof (the "Licensed Areas"), together with the right from time to time to bring upon the Licensed Areas and areas adjacent thereto workers, materials and machinery necessary for the use and enjoyment of the License granted herein, all in connection with the development of Licensee's _____ mixed use residential and retail project being developed on the Licensee's Property at 667 Commercial Street (the "Project"). Occupancy of the Licensed Areas is subject to the following conditions:

1. All work performed upon and use of the Licensed Areas for the purposes set forth herein shall be at Licensee's sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City's property adjacent to the Licensed Areas related to the conduct of any work related to this License. Licensee agrees at its sole expense to restore any portion of the Licensed Areas and adjacent City property damaged by work conducted by Licensee related to this License to substantially its condition prior to such work, or as shown on the Site Plan-Subdivision Plat (as defined below) for the Project, or as close to that condition as is reasonably practicable. Licensee, its successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Licensee's use, or the use of others, of the City's property as described above.

2. At all times during the Term of this License Agreement, Licensee, its agents and assigns, specifically including, but not limited to any condominium association as soon as any unit is transferred, shall exclusively be responsible for repairing, keeping and maintaining the

Licensed Areas in a safe condition generally, by, among other things: ensuring prompt removal of, or otherwise eliminating snow and ice from all encroachments and in a manner that does not endanger pedestrians; preventing, by design and rules and supervision, objects stored or otherwise present on the encroachments from falling or being dropped or thrown onto the City's sidewalk; repairing, replacing or removing all encroachments as necessary for public safety; taking any and all other measures necessary to protect pedestrians in the sidewalk from injury or other harm arising out of the presence of the encroachments.

3. Licensee shall procure and maintain liability insurance in an amount of at least Four Hundred Thousand Dollars (\$400,000) combined single limit (or the amount stated in the Maine Tort Claims Act as the same may be amended from time to time), covering claims for bodily injury, death and property damage and shall either name the City of Portland as an additional insured with respect to such coverage or shall obtain a contractual liability endorsement covering the obligations of Licensee under the terms of this license. Licensee shall provide City with evidence of such insurance coverage and shall obtain an endorsement providing City with no less than ten (10) days notice prior to non-renewal or cancellation thereof. Such notice shall be sent to City of Portland, Corporation Counsel, 389 Congress Street, Portland, ME 04101. Failure of Licensee to procure or maintain such insurance coverage shall be an Event of Revocation as set forth in Section 4 below.

4. This license is assignable to any subsequent owners of the building located on the land described on the approved site and subdivision plan for _____, Address: _____ Subdivision Plat for Redfern Longfellow, LLC, Address: PO Box 8616, Portland, Maine, recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the "Site Plan Subdivision Plat").

5. Subject to the provisions of Sections 6 and 7 hereof, this Agreement may be revoked six (6) months after receipt by the Licensee of written notice that an Event of Revocation has occurred, identifying such Event of Revocation, provided that such Event of Revocation is not cured within six (6) months after receipt of such notice by Licensee except as set forth in clause 3) below. "Event of Revocation" shall mean: 1) the building shown on the Site Plan Subdivision Plat fails to be constructed substantially in accordance with the Site Plan Subdivision Plat or any amendments thereto; 2) the building as shown on the Site Plan Subdivision Plat is destroyed, removed or otherwise thereafter ceases to exist on Licensee's Property and construction to rebuild said building has not begun within twelve (12) months of said destruction or removal, or 3) failure to maintain insurance as required under Section 2 above, and such failure is not remedied within thirty (30) days after written notice thereof. City acknowledges that Licensee may amend this Agreement, upon the written approval of the City, for the purpose of correcting and/or revising Exhibit A, to more accurately show the encroachments described above that are being licensed under this Agreement.

6. Any notice of an Event of Revocation delivered pursuant to Section 5 of this Agreement must be sent by certified mail, return receipt requested to the Licensee at the address for Licensee set forth above, or at such other address as the Licensee may provide to the City in writing from time to time. Copies of any notices sent to Licensee shall also be sent to:

Pierce Atwood LLP
Attn: Real Estate Group
254 Commercial Street
Portland, ME 04101

7. Notwithstanding any other provision herein, in the event that a notice of an Event of Revocation is delivered pursuant to Section 5 hereof, any mortgagee of Licensee's Property shall be entitled to cure the matter set forth in such notice within the time frames set forth in Section 5 hereof, and the City agrees to accept such performance by any such mortgagee of Licensee's obligations hereunder.

IN WITNESS WHEREOF, the City of Portland has caused this Revocable License to be executed by Jon P. Jennings, its City Manager thereunto duly authorized, as of the day and year first written above.

CITY OF PORTLAND

By: _____
Jon P. Jennings
City Manager

STATE OF MAINE
CUMBERLAND, ss

_____, 2015

Personally Appeared the above-named Jon P. Jennings, City Manager of the City of Portland as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney at Law

Print name: _____

My commission expires: _____

Seen and Agreed to:

BY: _____,
REDFERN LONGFELLOW, LLC,
a Maine limited liability company

____ Its

By: ~~By:~~ _____
Name:
Title: ~~Its:~~ _____

EXHIBIT A

The attached Plan shows the awnings and footings for _____ project that extend into the public right of way and that are subject to the license agreement.

EXHIBIT B

(Metes and Bounds description)

667 Congress Street

Portland, Maine

Parcel I – Congress Street

A certain parcel located on the northerly side of Congress Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the northerly side of Congress Street, said point being located N 83°44'40" E a distance of Fifteen and 38/100 (15.38) feet from a point at the intersection of the northerly sideline of said Congress Street with the easterly sideline of Vernon Place. Thence:

- 1) N 83°44'40" E by said Congress Street a distance of Sixty-six and 96/100 (66.96) feet to a point;
- 2) S 09°12'16" E a distance of Thirteen and 00/100 (13.00) feet to a point;
- 3) S 83°44'47" W a distance of Sixty-Six and 96/100 (66.96) feet to a point;
- 4) N 09°12'16" W a distance of Thirteen and 00/100 (13.00) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 869 square feet lying over a portion of Congress Street as delineated on a plan entitled "Subdivision Plat: First Floor 667 Congress Street Redevelopment" made for Redfern Longfellow, LLC by Acorn Engineering, Inc. dated September 15, 2015.

Parcel II – Vernon Place

A certain parcel located on the easterly sideline of Vernon Place in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the easterly sideline of said Vernon Place, said point being located N 07°57'20" W by said Vernon Place a distance of Seventeen and 44/100 (17.44) feet from the intersection of the easterly sideline of said Vernon Place and the northerly sideline of Congress Street. Thence:

- 1) N 09°12'45" W a distance of One Hundred Thirty-Three and 75/100 (133.75) feet to a point;

2) N 80°40'28" E a distance of Two and 93/100 (2.93) feet to a point on the easterly sideline of said Vernon Place;

3) S 07°57'20" E by said Vernon Place a distance of One Hundred Thirty-Three and 79/100 (133.79) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System1, NAD83, West Zone.

The above described parcel contains 196 square feet lying over a portion of Vernon Place as delineated on a plan entitled "Subdivision Plat: First Floor 667 Congress Street Redevelopment" made for Redfern Longfellow, LLC. by Acorn Engineering, Inc. dated September 15, 2015.

~~SIDEWALK-ROADWAY~~ EASEMENT
TO THE
CITY OF PORTLAND

KNOW ALL PERSONS BY THESE PRESENTS that Redfern Longfellow, LLC, a Maine limited liability company with a mailing address of ~~PO~~ P.O. Box 8816, Portland, ME 04112 (hereinafter, "GRANTOR), for one dollar and other good and valuable consideration paid by the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, ~~Maine~~ ME 04101 (hereinafter "GRANTEE"), does hereby grant to the said CITY OF PORTLAND the perpetual easement and rights described below on the land described below.

The purpose of said easement is to grant GRANTEE the right, but not the obligation, to construct, maintain, repair and replace a ~~sidewalk-road~~ in, on, under and over the portions of that certain parcel of land of the Grantor that is shown on the drawing entitled "~~Sidewalk-Roadway~~ Easement" attached hereto as **Exhibit A** and made a part hereof, and as more particularly described in **Exhibit B**, attached hereto and made a part hereof (the "Easement Area"), said ~~sidewalk-roadway~~ to be used by the public for pedestrian~~vehicular~~, bicycle and similar ~~non-motorized (other than wheelchair and emergency vehicles and snow removal equipment, which shall be permitted)~~ pedestrian-recreational~~motorized~~ uses, subject, however, to such rules or ordinances that GRANTEE may adopt from time to time in the interests of public safety. Notwithstanding ~~anything to the contrary in this easement~~, it shall be the responsibility of GRANTOR, and not GRANTEE, to remove snow and ice from said sidewalk ~~within the Easement Area and to otherwise comply with all laws, rules, regulations, and ordinances governing the removal of snow and ice within the Easement Area.~~

GRANTOR further covenants and agrees for itself, its successors and assigns, that the land that lies in the Easement Area shall, except for the construction, maintenance, repair, or replacement of the sidewalk roadway and any appurtenances by GRANTEE, its successors and assigns, shall, as provided and permitted herein, be maintained as a sidewalk roadway for the uses set forth and described herein and GRANTOR shall not use the Easement Area or permit any use of the Easement Area that would be contrary to such condition.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by

_____, its _____ Jonathan Culley, its Manager, thereunto duly authorized as of the _____ day of _____, 2015.

WITNESS:

Redfern Longfellow, LLC, a Maine limited liability company

By: _____
Its: Manager
Print Name: Jonathan Culley

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

_____, 2015

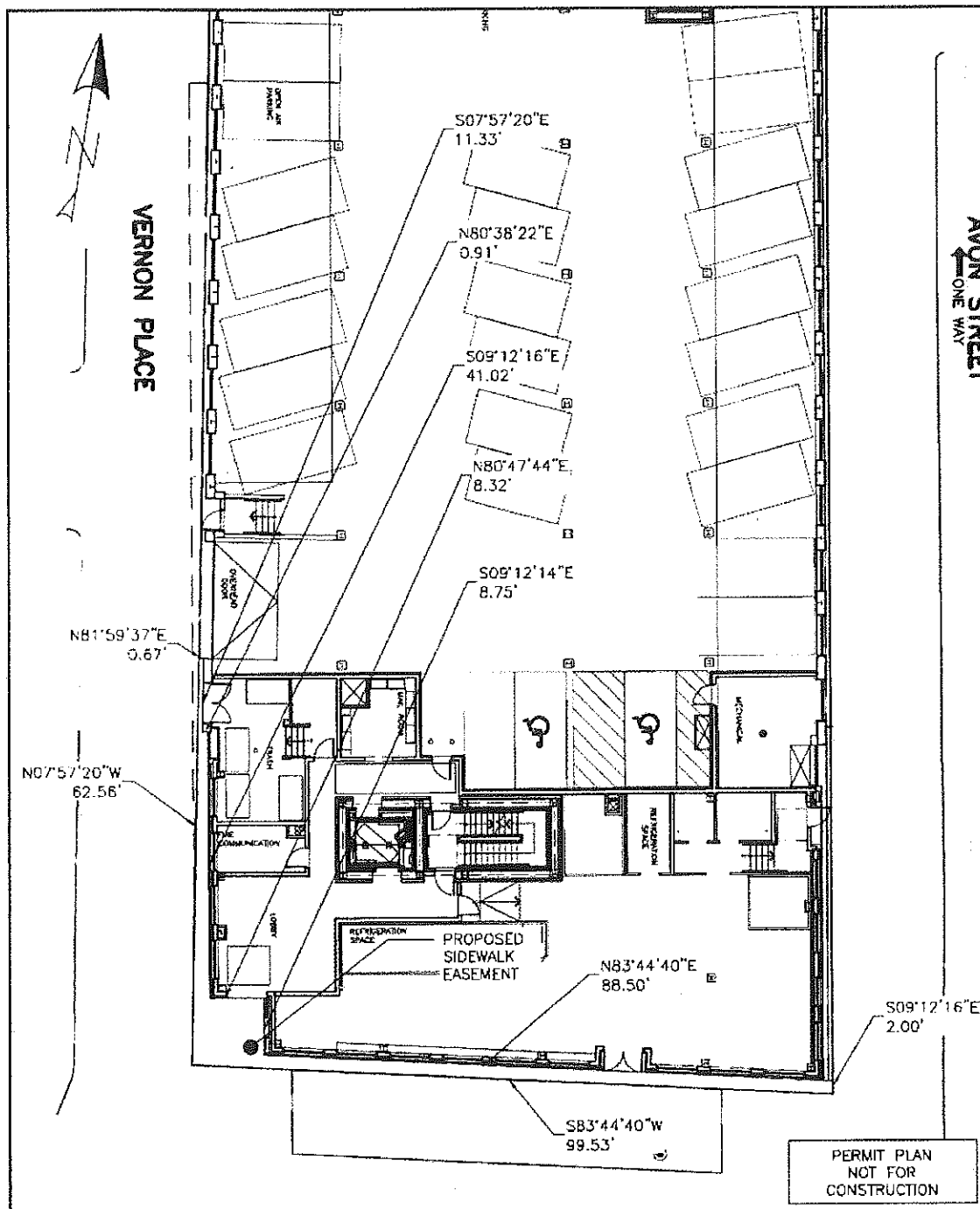
Personally appeared the above named Jonathan Culley, in his capacity as Manager of Redfern Longfellow, LLC, who acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of Redfern Longfellow, LLC.

Before me,

Name:
Notary Public ~~/~~ Attorney at law

My Commission Expires: _____

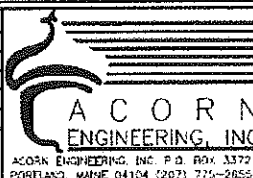
EXHIBIT A



THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.
EX-A

FILE: 1050 CIVIL
DATE: 11/11/15
IN: 1050
SCALE: 1"=20'
DESIGN BY: MAG
DRAWN BY: MAG
CHECKED BY: WHS



DRAWING NAME:
SIDEWALK EASEMENT

PROJECT NAME:
667 CONGRESS ST. REDEVELOPMENT

CLIENT:
REDFERN PROPERTIES, LLC.
P.O. BOX 8816, PORTLAND, MAINE 04104

ISSUED FOR	BY
EASEMENTS	DATE
	11/23/15
	REV
	1
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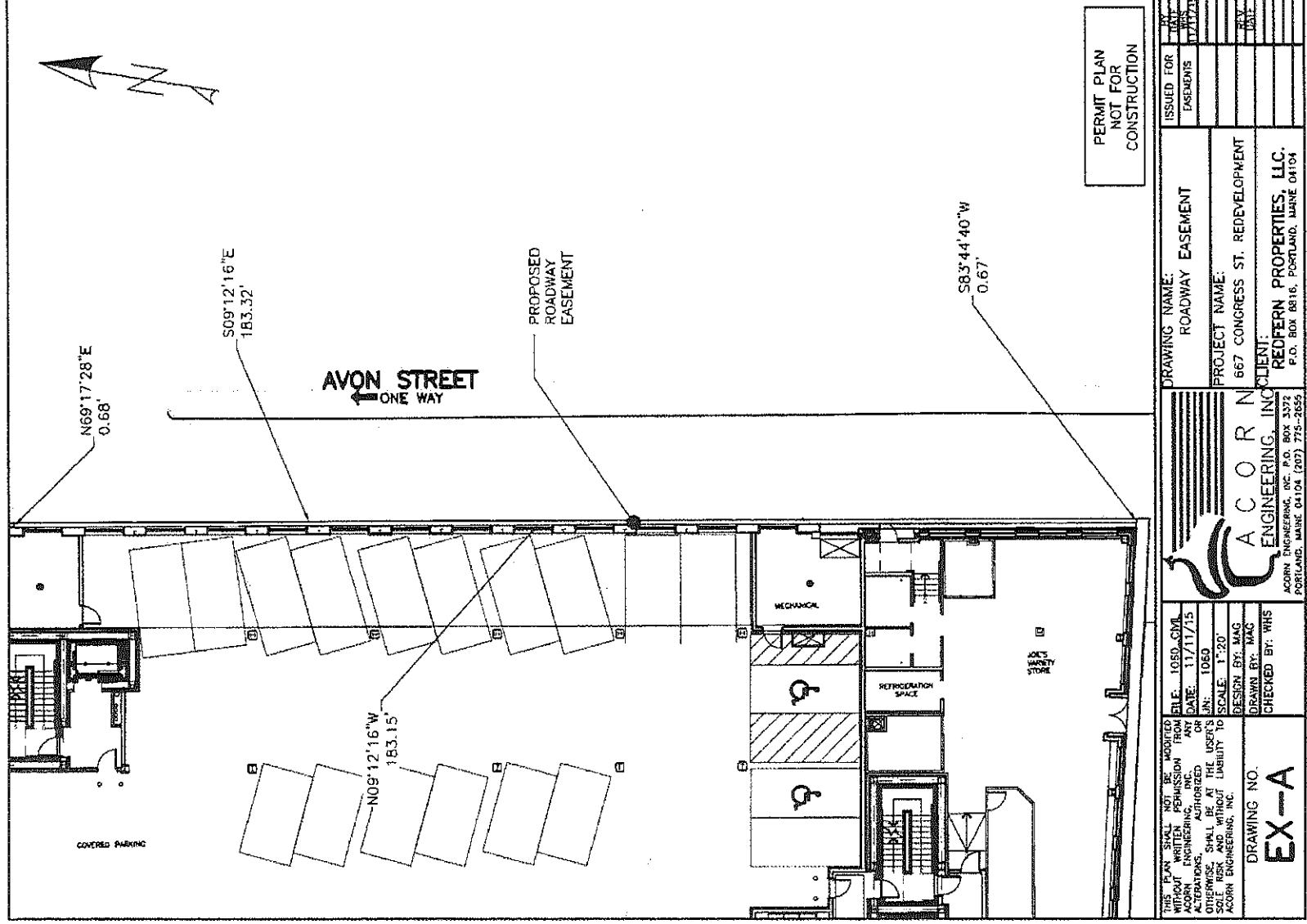


EXHIBIT B

667 Congress Street Redevelopment
Portland, Maine

A certain easement located on the easterly side of ~~Vernon Place~~, the westerly side of Avon Street and the northerly side of Congress Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the westerly side of Avon Street, said point being located N 09°12'16" W a distance of Two and 00/100 (2.00) feet from a point at the intersection of the northerly sideline of Congress Street with the westerly sideline of said Congress-Avon Street with the easterly sideline of said Vernon Place. Thence:

1) ~~N 07°57'20" W by said Vernon Place a distance of Sixty-Two and 56/100 (62.56) feet to a point;~~

2) N 81°59'37" E 1) S 83°44'40" W a distance of Zero and 67/100 (0.67) feet to a point;

3) ~~S 07°57'20" N 09°12'16" E W a distance of Eleven and 33/100 (11.33) One Hundred Eighty-Three and 15/100 (183.15) feet to a point;~~

4) N 80°38'22 69°17'28" E a distance of Zero and 91/100 68/100 (0.91 0.68) feet to a point; 5) ~~S 09°12'16" E a distance of Forty-One and 02/100 (41.02) feet to a point;~~

6) ~~N 80°47'44" E a distance of Eight and 32/100 (8.32) feet to a point;~~

7) ~~S 09°12'14" E a distance of Eight and 75/100 (8.75) feet to a point;~~

8) ~~N 83°44'40" E a distance of Eighty-Eight and 50/100 (88.50) feet to a point on the westerly sideline of said Avon Street;~~

9) S 09°12'16" E by said Avon Street a distance of Two and 00/100 (2.00) feet to the northerly sideline of said Congress Street; 10) ~~S 83°44'40" W by said Congress Street a distance of Ninety-Nine and 53/100 (99.53) One Hundred Eighty-Three and 32/100 (183.32) feet to the point of beginning.~~

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains ~~382~~ 122 square feet lying over a portion of land now or formerly of MSD Properties, LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 30720, Page 250. Reference is herein made to a plan entitled "Subdivision Plat: First Floor 667 Congress Street Redevelopment" made for Redfern Properties, LLC. by Acorn Engineering, Inc. dated September 15, 2015.

**STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT**

For SUBDIVISIONS

IN CONSIDERATION OF the site plan and subdivision approval granted by the Planning Board of the City of Portland to the proposed _____ (name of developments and project number) 667 Congress Street Redcvelopment shown on the Subdivision Plat (Exhibit A) recorded in Cumberland Registry of Deeds in Plan Book _____, Page _____ submitted by _____, Redfern Longfellow, LLC and associated Grading, Drainage & Erosion Control Plan (~~insert correct name of plan~~ Sheet C-30 & C-31) (Exhibit B) prepared by _____ (engineer/agent) of _____ (address) Acorn Engineering, Inc. of P.O. Box 3372, Portland, ME 04104 dated and pursuant to a condition thereof, _____ (~~name of owner~~) Redfern Longfellow, LLC, a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of _____, P.O. Box 8816, Portland, ME 04104 the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

Maintenance Agreement

That it, its successors and assigns, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the _____ (~~details of the system such as underdrained subsurface sand filter BMP system, rain gardens, storm drain pipes, underdrain pipes, catch basins~~), catch basin at the north end of Vernon Place and 12" storm drain at the north end of the proposed development (hereinafter collectively referred to as the "stormwater system"), as shown on the _____ Plan-Subdivision Plat, SP-1 and SP-2 in Exhibit B and in strict compliance with the approved Stormwater Maintenance and Inspection Agreement (~~insert correct name of document~~) prepared for the Owner by _____ Acorn Engineering, Inc. (copy attached in Exhibit C) and Chapter 32 of the Portland City Code.

Owner of the subject premises further agrees, at its own cost, to keep a Stormwater Maintenance Log. Such log shall be made available for inspection by the City of Portland upon reasonable notice and request.

Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland and said persons in lawful possession may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a stated time to perform, the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter

upon said premises to maintain, repair, or replace said stormwater system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the property.

This Agreement shall also not be construed to allow any change or deviation from the requirements of the subdivision and/or site plan most recently and formally approved by the Planning Board of the City of Portland.

This agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon the Owner's successors and assigns as their interests may from time to time appear.

The Owner agrees to record a copy of this Agreement in the Cumberland County Registry of Deeds within thirty (30) days of final execution of this Agreement. The Owner further agrees to provide a copy of this Agreement to any successor or assign and to forward to the City an Addendum signed by any successor or assign in which the successor or assign states that the successor or assign has read the Agreement, agrees to all its terms and conditions and the successor or assign will obtain and forward to the City's Department of Public Services and Department of Planning and Urban Development a similar Addendum from any other successor or assign.

For the purpose of this agreement and release "Owner" is any person or entity who is a successor or assign and has a legal interest in part, or all, of the real estate and any building. The real estate shown by chart, block and lot number in the records on file in the City Assessor's office shall constitute "the property" that may be entered by the City and liened if the City is not paid all of its costs and charges following the mailing of a written demand for payment to the owner pursuant to the process and with the same force and effect as that established by 36 M.R.S. AM.R.S. §§ 942 and 943 for real estate tax liens.

Any written notices or demands required by the agreement shall be complete on the date the notice is attached to one or more doors providing entry to any buildings and mailed by certified mail, return receipt requested or ordinary mail or both to the owner of record as shown on the tax roles on file in the City Assessor's Office.

If the property has more than one owner on the tax rolls, service shall be complete by mailing it to only the first listed owner. The failure to receive any written notice required by this agreement shall not prevent the City from entering the property and performing maintenance or repairs on the

stormwater system, or any component thereof, or liening it or create a cause of action against the City.

Dated at Portland, Maine this _____ day of _____, 2014.201_____.

REDFERN LONGFELLOW, LLC,

(name of company)

(representative of owner, name and title)

a Maine limited liability company

By: _____

Jonathan Culley, its Manager

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

Date: _____

Personally appeared the above-named _____ (name and title), and Jonathan Culley, in his capacity as Manager of Redfern Longfellow, LLC, who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Redfern Longfellow, LLC.

Before me,

Name:

Notary Public/Attorney at Law

Print _____ My _____ Commission Expires: _____

Exhibit A: Subdivision Plat as recorded

Exhibit B: Approved Grading and Drainage Plan (name of the plan showing the Stormwater System in detail Sheet C-30 and C-31)

Exhibit C: Approved Stormwater Maintenance and Inspection Agreement

SIDEWALK EASEMENT
TO THE
CITY OF PORTLAND

KNOW ALL PERSONS BY THESE PRESENTS that Redfern Longfellow, LLC, a Maine limited liability company with a mailing address of PO Box 8816, Portland, ME 04112 (hereinafter, "GRANTOR"), for one dollar and other good and valuable consideration paid by the CITY OF PORTLAND, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter "GRANTEE"), does hereby grant to the said CITY OF PORTLAND the perpetual easement and rights described below on the land described below.

The purpose of said easement is to grant GRANTEE the right, but not the obligation, to construct, maintain, repair and replace a sidewalk in, on, under and over the portions of that certain parcel of land of the Grantor that is shown on the drawing entitled "Sidewalk Easement" attached hereto as Exhibit A and made a part hereof, and as more particularly described in Exhibit B, attached hereto and made a part hereof (the "Easement Area"), said sidewalk to be used by the public for pedestrian, bicycle and similar non-motorized (other than wheelchair and emergency vehicles and snow removal equipment, which shall be permitted) pedestrian recreational uses, subject, however, to such rules or ordinances that GRANTEE may adopt from time to time in the interests of public safety. Notwithstanding anything to the contrary in this easement, it shall be the responsibility of GRANTOR, and not GRANTEE, to remove snow and ice from said sidewalk within the Easement Area and to otherwise comply with all laws, rules, regulations, and ordinances governing the removal of snow and ice within the Easement Area.

GRANTOR further covenants and agrees for itself, its successors and assigns, that the land that lies in the Easement Area shall, except for the construction, maintenance, repair, or replacement of the sidewalk and any appurtenances by GRANTEE, its successors and assigns,

shall, as provided and permitted herein, be maintained as a sidewalk for the uses set forth and described herein and GRANTOR shall not use the Easement Area or permit any use of the Easement Area that would be contrary to such condition.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by _____, its _____ thereunto duly authorized as of the _____ day of _____, 2015.

WITNESS:

Redfern Longfellow, LLC, a Maine limited liability company

By: _____
Its Manager
Print Name: Jonathan Culley

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

_____, 2015

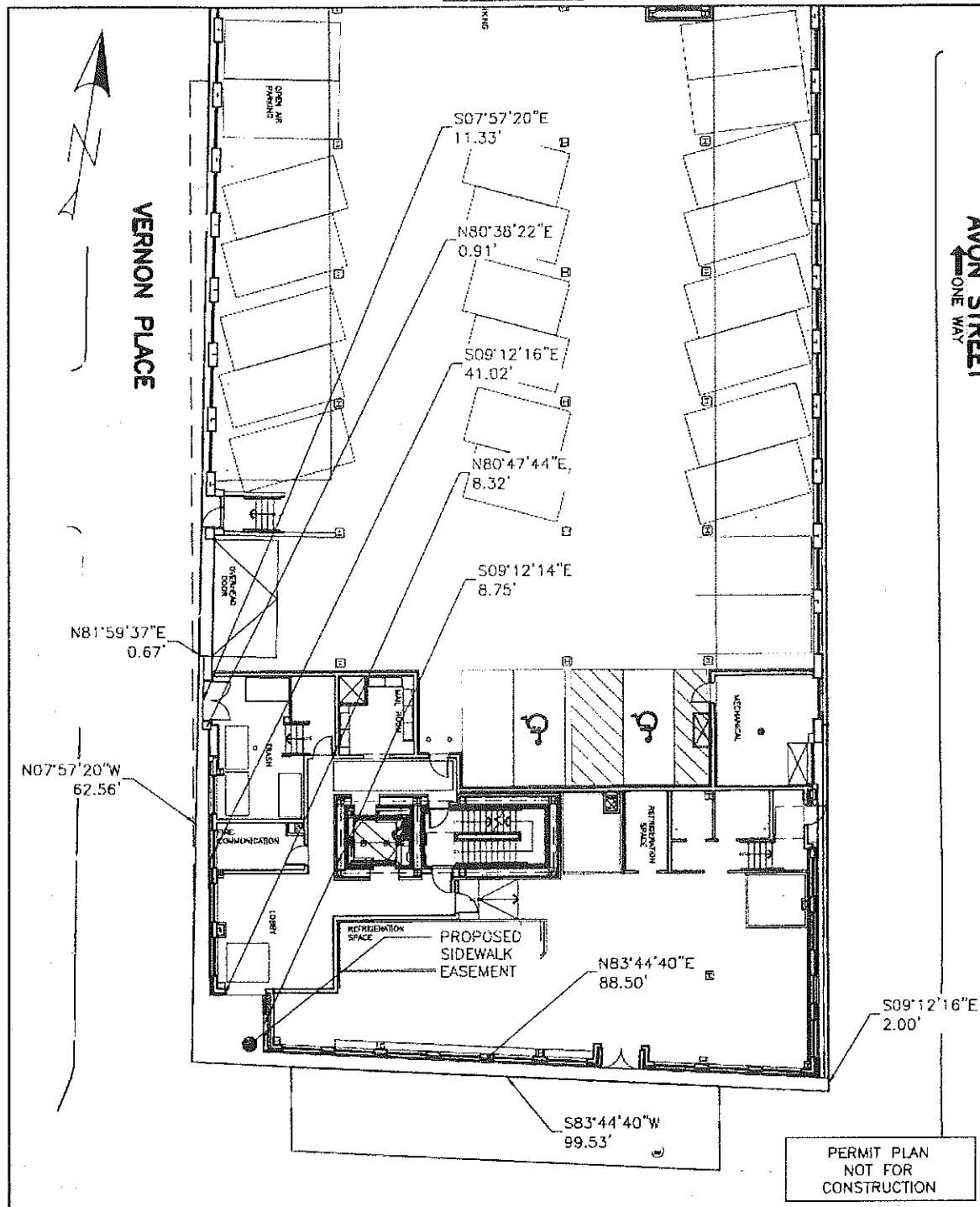
Personally appeared the above named Jonathan Culley, in his capacity as Manager of Redfern Longfellow, LLC, who acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of Redfern Longfellow, LLC.

Before me,

Name:
Notary Public / Attorney at law

My Commission Expires: _____

EXHIBIT A



THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.		FILE: 1060_CIVIL DATE: 11/11/15 UN: 1060 SCALE: 1"=20' DESIGN BY: MAG DRAWN BY: MAG CHECKED BY: WHS	 ACORN ENGINEERING, INC. P.O. BOX 3372 PORTLAND, MAINE 04104 (207) 775-2655	DRAWING NAME: SIDEWALK EASEMENT	ISSUED FOR EASEMENTS	BY DATE 11/11/15
DRAWING NO. EX-A		PROJECT NAME: 667 CONGRESS ST. REDEVELOPMENT		CLIENT: RED FERN PROPERTIES, LLC. P.O. BOX 8816, PORTLAND, MAINE 04104	DATE 11/11/15	

EXHIBIT B

667 Congress Street
Portland, Maine

A certain easement located on the easterly side of Vernon Place, the westerly side of Avon Street and the northerly side of Congress Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point at the intersection of the northerly sideline of said Congress Street with the easterly sideline of said Vernon Place. Thence:

- 1) N 07°57'20" W by said Vernon Place a distance of Sixty-Two and 56/100 (62.56) feet to a point;
- 2) N 81°59'37" E a distance of Zero and 67/100 (0.67) feet to a point;
- 3) S 07°57'20" E a distance of Eleven and 33/100 (11.33) feet to a point;
- 4) N 80°38'22" E a distance of Zero and 91/100 (0.91) feet to a point;
- 5) S 09°12'16" E a distance of Forty-One and 02/100 (41.02) feet to a point;
- 6) N 80°47'44" E a distance of Eight and 32/100 (8.32) feet to a point;
- 7) S 09°12'14" E a distance of Eight and 75/100 (8.75) feet to a point;
- 8) N 83°44'40" E a distance of Eighty-Eight and 50/100 (88.50) feet to a point on the westerly sideline of said Avon Street;
- 9) S 09°12'16" E by said Avon Street a distance of Two and 00/100 (2.00) feet to the northerly sideline of said Congress Street;
- 10) S 83°44'40" W by said Congress Street a distance of Ninety-Nine and 53/100 (99.53) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 382 square feet lying over a portion of land now or formerly of MSD Properties, LLC as described in a deed recorded in the Cumberland County Registry of Deeds in Book 30720, Page 250. Reference is herein made to a plan entitled "Subdivision Plat: First Floor 667 Congress Street Redevelopment" made for Redfern Properties, LLC. by Acorn Engineering, Inc. dated September 15, 2015.

*Order 124-15/16
Tab 12 12-7-15*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROPRIATING FUNDS FROM THE
CLEMENT P. WESCOTT TRUST FUND FOR BARRON CENTER**

ORDERED, that \$40,000 is hereby appropriated from the Clement P. Wescott Trust Fund for costs associated with the removal of a unstable chimney stack at the Barron Center.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Dawn Stiles, Director, Health & Human Services

DATE: November 30, 2015

SUBJECT: Utilizing the Wescott Trust Fund to pay for the removal of a crumbling smoke stack at the Barron Center.

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading_ Final Action_12/21

This item must be passed as an Emergency.

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

The smoke stack must be removed before winter because of the increased risk of injury to staff, visitors and residents and the contractor's (Gray Goose Masonry) limited ability to work on this project during the winter.

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

I. ONE SENTENCE SUMMARY

The Smoke Stack at the Barron Center has been crumbling for several years and has become increasingly dangerous.

II. AGENDA DESCRIPTION

II. BACKGROUND

The City's Preservation staff has approved removal of the smokestack on the grounds of the Barron Center.

III. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The request to the Council is to allow payment of the removal to be taken from the Wescott Trust Fund designated for the Barron Center Trust

IV. FINANCIAL IMPACT

The cost of removal is \$40,000 and will be paid from the Wescott Trust Fund which has a current balance of \$ 318, 940, leaving a balance of \$ 278,940.00

V. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The smokestack must be removed before winter – it is an injury waiting to happen.

VI. RECOMMENDATION

Council approval of the use of the Wescott Trust fund to pay for the smokestack removal.

VII. LIST ATTACHMENTS

History of Wescott Trust Fund

Prepared by:

Date:

Bean/agendarequestmemo/rev 11/2015

*Order 125-15/16
Tab 13 12-7-15*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AUTHORIZING THE OPTION
TO PURCHASE AND APPROPRIATION OF \$150,000
Re: 212 CANCO ROAD**

ORDERED, that the City Manager is hereby authorized to exercise the option to purchase in the Lease Option Agreement with 212 Canco Road Realty LLC for property at 212 Canco Road, in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the amount of \$150,000 is hereby appropriated for a one-time fee to exercise the option to purchase the property at 212 Canco Road; and

BE IT FURTHER ORDERED, that the City Manager or his or her designee is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of the Agreement.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Members of the Portland City Council
Jon Jennings, City Manager

FROM: Greg Mitchell, Economic Development Director

DATE: November 20, 2015

SUBJECT: Order Authorizing First Amendment to Commercial Lease to Allow for Early Acquisition of 212 Canco Road Property to Support City Department Operations Consolidation

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: December 7, 2015 **Final Action:** December 21, 2015

Can action be taken at a later date: No. If no why not? This item requires a financial appropriation and two city council readings which need to be acted upon in December.

PRESENTATION: Greg Mitchell, Economic Development Director, Overview/10 Minutes

SUMMARY OF THE ISSUE

The existing approved Commercial Lease (Net Lease) With Option to Purchase, executed March 28, 2014 (copy attached), with 212 Canco Realty LLC has the timeline for the City to exercise its purchase option between March 1, 2017 through October 31, 2018. City staff would request Council authorization to exercise that purchase option earlier, between January 1, 2016 through March 31, 2016, per the First Amendment to Commercial Lease (Net Lease) With Option to Purchase. Early acquisition does not change the property acquisition price, but it does require a financial appropriation. City acquisition in 2016 versus 2017 enables the City to advance City operations consolidation.

Acquisition of 212 Canco Road combined with 250 Canco Road (acquired by the City in September, 2015) and JB Brown Quarry Road property creates a 13+ acre campus for one City public service delivery location which has been a priority for the City for over a decade.

Existing City Council Approved Property Lease/Purchase Option for 212 Canco Road

An overview of the existing approved 212 Canco Road Lease with purchase option includes:

Property Location: The property is located in a “central service delivery location” in an industrially zoned property with adjacent industrial users.

Property Size: 4.2186 acres

Building Square Footage: 68,730

Municipal Assessed Value: \$3,053,370

Agreed Upon Property Purchase Price: \$2.9 million fixed for three years. The market value of industrial property is increasing and a fixed acquisition price provides the City with purchase price certainty.

The lease/purchase approach presented the City with a phased approach, over time, to fully implement the department consolidation plan. The lease/purchase option to acquire 212 Canco Road was structured to meet the needs of the property owners and enable City use of approximately fifty-five percent of the building starting October 2013 as detailed in the Lease. The remaining forty-five percent of the building is occupied by two commercial tenants who have five (5) year leases through to the Summer/Fall of 2018. The proposed lease/purchase approach honors the leases of the two existing tenants and enables the City to gain use of the entirety of the building in 2018.

REASON FOR THE SUBMISSION

The earlier purchase option requires approval by the City Council due to a financial appropriation.

INTENDED RESULT

City Council approval and financial appropriation to acquire 212 Canco Road in the first quarter of 2016 versus 2017.

COUNCIL GOAL ADDRESSED

Relocation of a portion of Public Services Department operations out of Bayside.

FINANCIAL IMPACT

Property Acquisition. On September 9, 2013, the City Council authorized issuance of \$3.05 million in general obligation debt to support property acquisition to move ahead with the City department consolidation plan. This was combined with a previous appropriation of \$100,000 for preliminary costs associated with the relocation of City operations out of Bayside.

City Costs to Lease 212 Canco Road. Separate from the above City Council debt service authorizations, the City Council financially appropriated funds to cover the cost of the City leasing

space in 212 Canco for approximately four years through the date of the planned City acquisition in March, 2017.

Cost Benefit Analysis to Acquire the Property Early. Acquiring 212 Canco Road in the first quarter of 2016 versus Spring 2017 will result in the following:

The owners of 212 Canco Road are requesting a one-time payment of \$150,000, which represents a portion of the base rent from the two commercial tenants, in order to allow for the City to acquire the property in the first quarter of 2016 versus Spring of 2017. Cost benefit analysis per the below table demonstrates it is in the City's best interest to proceed with an early acquisition of this property, and the one-time payment of \$150,000 will be more than off-set with City space lease cost "savings", plus receiving revenue from two existing commercial tenants.

212 Canco Lease Payments Analysis	
January 1, 2016 through March 31, 2017	
City Lease Payment "Savings"	\$132,641
2 Tenants Revenue	\$209,210
Total:	\$341,851
Subtract One-Time Payment:	\$150,000
Net Gain to City:	\$191,851

STAFF ANALYSIS/RECOMMENDATION

City staff analysis results in a recommendation for approval and financial appropriation of \$150,000 to acquire the 212 Canco Road in the first quarter of 2016, versus Spring 2017.

Attachments:

- First Amendment to Commercial Lease (Net Lease) With Option to Purchase
- Commercial Lease (Net Lease) With Option to Purchase

**FIRST AMENDMENT TO COMMERCIAL LEASE (NET LEASE)
WITH OPTION TO PURCHASE**

This First Amendment to Commercial Lease (Net Lease) with Option to Purchase (the "First Amendment") is made as of the ____ day of December, 2015 by and between 212 Canco Realty LLC, a Maine limited liability company, with a mailing address of 212 Canco Road, Portland, ME 04103 ("Landlord") and the City of Portland, Maine, a Maine municipality with a mailing address of 389 Congress Street, Portland, ME 04107 ("Tenant").

WHEREAS, the Landlord and Tenant entered into a certain Commercial Lease (Net Lease) with Option to Purchase dated March 28, 2014 (the "Lease/Option Agreement"); and

WHEREAS, the Tenant has an option to purchase the property owned by the Landlord and located at 212 Canco Road, Portland Maine (described as the "Property" as such term is defined in Paragraph 29 of the Lease/Option Agreement) during the option period beginning on March 1, 2017 and ending on October 31, 2018, (the "Original Option Period"); and

WHEREAS, the Tenant wishes to consolidate its real estate holdings and therefore, has requested that the Landlord allow the Tenant to exercise its option to purchase and close on its acquisition of the Property during the period beginning January 1, 2016 and ending on March 1, 2016 (the "Acquisition Period"); and

WHEREAS, the Landlord is willing to accommodate the Tenant's request to close its purchase of the Property during the Acquisition Period upon the terms and conditions set forth below;

NOW THEREFORE, in consideration of ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease/Option Agreement as follows:

1. Delete Exhibit B, Paragraph 29 subparagraph 3 of the Lease/Option Agreement in its entirety and replace it with the following:

"3. Term of Option and Exercise of Option: The Tenant hereby exercises its option to purchase the Property,

- a. As long as the Tenant is not in default of either of the Tenant leases with the Landlord described below and as long as the Tenant is then leasing both leaseholds described below, the Tenant shall have the right to purchase the Property during the Acquisition Period. The Tenant shall give the Landlord at least fourteen (14) days prior notice of its designation of the specific closing date during the Acquisition Period, time being of the essence.
- b. As a material inducement to Landlord to accommodate the Tenant's request to close the Property during the Acquisition Period; and, in consideration of the rent loss the Landlord will incur by agreeing to close the Property transaction earlier than originally contemplated, the Tenant will pay the Landlord One Hundred Fifty Thousand Dollars (\$150,000) as a Rent Share (as that term is defined below), at

closing, in addition to the purchase price. The One Hundred Fifty Thousand Dollars (\$150,000) represents a portion of the base rent that Webber Supply and Unified Technologies, the two independent tenants, would have otherwise paid to the Landlord for the period following the closing date and ending at the beginning of the Tenant's Original Option Period (the "Rent Share.") (The Tenant shall keep all common area maintenance and property tax payments paid by the two independent tenants after the closing during the Rent Share period and thereafter.)

2. Delete Exhibit B, Paragraph 29 subparagraph 8 of the Lease/Option Agreement in its entirety and replace it with the following:

8.1 At the closing, title to the Property shall be conveyed by good and marketable title evidenced by Quitclaim Deed with Covenant (the "Deed"), and shall be free of liens, but subject to other encumbrances of record that in Tenant's commercially reasonable opinion do not materially and adversely impair the value of the Property. No leases shall encumber the property except for the leases identified in the Lease/Option to Amend. In the event Landlord is unable to convey title as aforesaid, Landlord shall be given a reasonable period of time, not to exceed sixty (60) days after receipt of written notice, in which Landlord shall elect whether to remedy any of the identified title defects at Landlord's sole expense. In the event that Landlord elects not to remedy any defects or if such defects cannot be corrected or remedied within said period, then Tenant may elect to (1) close this transaction notwithstanding said defects, or (2) terminate this Amendment, in which case all terms and conditions of the Lease/Option Agreement (other than Paragraph 29) shall remain in full force and effect.

8.2 Adjustments, prorations, closing costs.

- i. Real estate taxes and any other assessments that may be due on the Property shall be prorated as of the date of the closing.
- ii. The Maine real estate transfer tax shall be paid by Landlord and Tenant in accordance with 36 M.R.S.A., §4641-A.
- iii. The recording fee for the deed of conveyance shall be paid for by Tenant.
- iv. A portion of the purchase price shall be withheld at the closing by Tenant if required by 36 M.R.S.A. § 5250-A.

8.3 Landlord represents and warrants to Tenant that to its knowledge, the following are true as of the date of this Agreement and will be true as of the closing:

- i. There are no outstanding pending or threatened liens, claims, rights of first refusal to purchase, or licenses against or affecting the Property.
- ii. All outstanding bills and/or accounts payable concerning the Property are either paid or will be paid prior to or at the time of closing.

iii. The only leases affecting the Property are the leases identified in the Lease/Option Agreement. Landlord has provided Tenant with copies of all leases and all amendments and extensions thereto.

8.4 Conditions Precedent. Tenant's obligation to close hereunder is subject to Tenant's full and complete satisfaction with all of the following:

- i. Except for changes in the condition of the Property caused by Tenant or its agents, there shall have been no material adverse change in the condition of the Property occurring after the conclusion of Tenant's inspections under subparagraph 7 above, and the Property shall be substantially in the same condition as they were at the time of the inspections;
- ii. Title to the Property shall be in compliance with subparagraph 8.1 above; and
- iii. As of the date hereof, and as of the closing date, all of Landlord's representations and warranties shall be true and correct in all material respects, and
- iv. If the conditions described in subsections (i) through (iii) above are not satisfied as of the dates specified, or if no date is specified, by the closing date, then Tenant may elect to (1) close this transaction notwithstanding said defects, or (2) terminate this Amendment, in which case all terms and conditions of the Lease/Option Agreement, other than this Paragraph 29, shall remain in full force and effect.

8.5 The Landlord represents that it has engaged Thomas Dunham of NAI The Dunham Group as its broker in this transaction (the "Broker"). The Broker shall be compensated solely by the Landlord pursuant to its agreement with the Broker. Except as disclosed above by the Landlord, Landlord and Tenant each represents and warrants that neither has dealt with a real estate broker in connection with this transaction. Landlord and Tenant agree to indemnify, defend, and hold the other harmless from any claims made by any broker should the indemnifying party's representation in this paragraph be false. The foregoing indemnities shall include reasonable legal fees and costs incurred in defense against any such claim, and shall survive closing.

3. The Landlord and Tenant each reaffirm and ratify the Lease/Option Agreement and all terms and conditions of the Lease/Option Agreement, including all defined terms, except as specifically amended by this First Amendment shall have the same meaning and shall remain in full force and effect. No covenant or condition of the Lease/Option Agreement shall be deemed waived by any action or non-action in the past.

4. The terms and conditions set forth in Exhibit B, Paragraph 29, of the Lease/Option Agreement as amended shall constitute all of the terms and conditions of the purchase and sale and shall constitute a binding Purchase and Sale Agreement between the parties.

DISCLAIMER: THIS IS A LEGAL DOCUMENT, IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ____ day of November, 2015.

TENANT:

LANDLORD:

City of Portland
Legal Name of Tenant

212 Canco Realty LLC
Legal Name of Landlord

By _____
Signature

By _____
Signature

By Jon P. Jennings, Its City Manager

By David L. Small, Owners' representative

Witness to Tenant

Witness to Landlord

Approved as to form:

Approved as to funds:

Corporation Counsel's Office

Finance Department

**COMMERCIAL LEASE (NET LEASE)
WITH OPTION TO PURCHASE**

1. PARTIES
212 Canco Realty LLC, a Maine limited liability company, with a mailing address of 212 Canco Road, Portland, ME 04103 ("LANDLORD"), hereby leases to the City of Portland, Maine, a Maine municipality with a mailing address of 389 Congress St., Portland, Maine Attn: Corporation Counsel ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.
2. LEASED PREMISES
The leased premises are deemed to contain 12,170 square feet of warehouse space, another 5,211 square feet of warehouse/mixed use and shared loading dock space, and 2,000 square feet of second floor office space (a total of 19,381 square feet), all as shown on the attached Exhibit A. The leased premises are located at 212 Canco Road, Portland, Maine. Together with the right to use, in common with others entitled thereto, the hallways and stairways necessary for access to the leased premises. TENANT shall also have the right to use, in common with others, 8 to 10 parking spaces at the rear of the building in areas designated by LANDLORD. Although the parties acknowledge that there are only 8 to 10 available parking spaces to accommodate TENANT's parking needs, the TENANT is granted the right to develop additional parking at the 212 Canco Road, Portland, Maine facility by improving, at TENANT's sole cost and expense, the rear yard area behind the building. If TENANT elects to develop said additional parking, it will do so in compliance with all applicable zoning and land use requirements, laws and ordinances. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this Lease. TENANT acknowledges that: a) LANDLORD has made no representations and TENANT is not relying on any representations about the leased premises, their suitability for any particular use and/or the physical condition thereof; and b) that TENANT has conducted its own due diligence inquiries with respect to the leased premises and is satisfied with the results thereof. The shared loading dock space shall be used by the TENANT in common with other persons and other tenants as designated by LANDLORD, fully in accordance and compliance with the reasonable rules and regulations issued by LANDLORD or its building manager from time to time and the TENANT covenants to comply with such rules and regulations.
3. TERM
The term of this Lease shall be until November 1, 2018, unless sooner terminated as herein provided, commencing on April 1, 2014 (the "Commencement Date") provided however, the Commencement Date for the 2,000 square feet of second floor office space shall be the later of July 1, 2014."). And however, if by November 1, 2018 TENANT has exercised the right to purchase pursuant to the Option which is part of this agreement, then the term of this Lease shall be continued until the leased premises have been conveyed to the TENANT pursuant to said Option.
4. RENT
TENANT shall pay to LANDLORD base rent at the rate of Five Dollars Fifty Cents (\$5.50) NNN per square foot for the 2,000 square feet of second floor office space and One Dollar Sixty Cents (\$1.60) NNN per square foot for the remaining 17,381 square feet of warehouse space and warehouse/mixed use and shared loading dock space as shown on the attached Exhibit A in the annual amount of Thirty-Eight Thousand Eight Hundred and Nine Dollars and Sixty Cents (\$38,809.60) payable in advance in equal monthly installments in the amount of Three Thousand Two Hundred Thirty-Four Dollars and Thirteen Cents (\$3,234.13) on the first day of each month during the term without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate; provided, however, that TENANT shall pay the first month's rent and the last month's rent contemporaneously with the execution of this Lease. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due. Notwithstanding the above, until the 2,000 square feet of second floor office space becomes a portion of the leased premises, the annual base rent shall be Twenty-Seven Thousand Eight Hundred and Nine Dollars and Sixty Cents (\$27,809.60) and the monthly base rent shall be Two Thousand Three Hundred Seventeen Dollars and Forty-Seven Cents (\$2,317.47) payable without deduction or off set as set forth above.
5. RENT ADJUSTMENT
Commencing on the Commencement Date, TENANT will pay to LANDLORD as additional rent hereunder, in accordance with subparagraph B of this Article, an amount deemed to be 25.9% of all real estate taxes on the land and buildings of which the leased premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year in which this Lease commences or ends. Notwithstanding the above, if and when the 2,000 square feet of second floor office space becomes a portion of the leased premises, the additional rent percentage shall be deemed to be 28.9% for the remaining term of this Lease. For purposes of this calculation, the building is deemed to contain 67,000 square feet. If LANDLORD obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to TENANT.
 - A. TAXES

B. OPERATING COSTS

Commencing on the Commencement Date, TENANT shall pay to LANDLORD as additional rent hereunder in accordance with subparagraph B of this Article, an amount deemed to be 25.9% of all operating expenses. Notwithstanding the above, if and when the 2,000 square feet of second floor office space becomes a portion of the leased premises, the additional rent percentage shall be deemed to be 28.9% for the remaining term of this Lease. For purposes of this calculation, the building is deemed to contain 67,000 square feet. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping, parking areas, and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, water and sewer and other utility services and facilities to the leased premises and the building; (ii) all costs of any insurance carried by LANDLORD related to the building; (iii) all costs for common area cleaning and janitorial services; (iv) all costs of maintaining the building including the operation and repair of heating and air conditioning equipment servicing the leased premises and the building and any other common building equipment, and all repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition; (v) all costs of snow and ice removal, landscaping and grounds care; (vi) all other costs of the management of the building, including, without limitation property management fees; and (vii) all other reasonable costs relating directly to the ownership, operation, maintenance and management of the building by LANDLORD. TENANT's share of operating expenses shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

LANDLORD estimates that taxes and operating costs during the first year of the term of this Lease shall be approximately Two Dollars and Twenty Cents (~~\$2.20~~) per square foot. During each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for TENANT'S share of real estate taxes and operating expenses for the then current year. Said estimated monthly payments shall be made along with base rent payments and shall be equal to one twelfth (1/12) of TENANT'S annualized share of LANDLORD'S real estate taxes and operating expenses for the current year. Within one hundred and twenty (120) days after the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes and operating expenses also showing TENANT'S share of the same. In the event that TENANT does not object to such statement in writing within ninety (90) days of receipt of same, such statement shall be deemed accurate. Upon written request by TENANT to LANDLORD made within said ninety (90) day period, LANDLORD shall provide to TENANT reasonable supporting documentation for any item of expense on such statement objected to by TENANT. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be applied to the next year's monthly payments for estimated increases.

6. UTILITIES

LANDLORD agrees to furnish all utilities as described in section 5.B above. LANDLORD agrees to furnish water for ordinary drinking, cleaning, lavatory and toilet facilities and reasonable heat and air conditioning, if installed as part of the structure of the building so as to maintain the leased premises and common areas of the building at comfortable levels during normal business hours on regular business days of the heating and air condition seasons of each year, to furnish elevator service, if installed as a part of the structure of the building, and to light passageways and stairways during business hours, and to furnish such common area cleaning service as is customary in similar building in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond LANDLORD'S control.

LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this Lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be TENANT'S sole obligation, provided that such installation shall be subject to the written consent of LANDLORD.

7. USE OF LEASED PREMISES

TENANT may use the leased premises for any purpose or use permitted by law and local ordinance. If such use increases the cost of LANDLORD'S insurance on the building, TENANT shall pay, as additional rent hereunder, any such increase. Neither LANDLORD nor LANDLORD'S BROKER have made any representations to TENANT regarding the uses of the leased premises allowed under applicable law, nor TENANT acknowledges and agrees that TENANT assumes all responsibility and risk for investigating the same.

8. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this Lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT'S use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease.

9. MAINTENANCE
- A. TENANT'S OBLIGATIONS
- TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as TENANT holds any part of said premises to keep the leased premises (including without limitation windows, doors and all systems serving exclusively the leased premises) in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass which is damaged or destroyed.
- B. LANDLORD'S OBLIGATIONS
- LANDLORD agrees to maintain and repair the roof, exterior walls and structure of the building of which the leased premises are a part, building systems not exclusively serving the leased premises and the common areas, in the same condition as they are at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of TENANT and TENANT shall pay all costs therefor.
10. ALTERATIONS-ADDITIONS
- TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building (except for nail holes for hanging art), or paint or place any signs, drapes, curtains, shades, awnings, aerals or flagpoles or the like, or permit anyone except TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of LANDLORD. TENANT may install signs of the following dimensions in the following locations, which signs shall be installed at TENANT'S sole expense, in compliance with all applicable laws and ordinances, and subject to LANDLORD's prior approval, which shall not be unreasonably withheld. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the leased premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same; this provision shall not be interpreted as meaning that TENANT has any authority or power to permit any lien of any nature or description to attach or to be placed upon LANDLORD'S title or interest in the building, the leased premises, or any portion thereof.
11. ASSIGNMENT-SUBLEASING
- TENANT shall not by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the leased premises or any part thereof to be used by others, without LANDLORD'S prior express written consent in each instance (cross out if not applicable). In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein and any guarantor of this Lease shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. For purposes of this Lease, the sale of controlling interest in the stock of a corporate TENANT, sale of the controlling membership interest in an LLC or similar entity, or the change of a general partner of a partnership TENANT shall constitute an assignment of this Lease.
- SUBORDINATION AND QUIET ENJOYMENT
- This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the property of which the leased premises are a part and TENANT shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. Provided TENANT performs all of its obligations under this Lease, TENANT shall be entitled to the quiet enjoyment of the leased premises; provided TENANT covenants that it holds the leased premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the leased premises. TENANT agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by LANDLORD or LANDLORD's lender.
13. LANDLORD'S ACCESS
- LANDLORD or agents of LANDLORD may, at all reasonable times during the term of this Lease, enter the leased premises to examine the leased premises and, if LANDLORD shall so elect, to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerals or flagpoles, or the like, not consented to in writing.
14. INDEMNIFICATION AND LIABILITY
- Subject to and limited by the defenses and immunities afforded by the Maine Tort Claims Act and other applicable law, TENANT will defend and, except to the extent caused solely by the negligence or willful conduct of LANDLORD, will indemnify LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorney's fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the leased premises. TENANT shall also pay LANDLORD'S expenses, including reasonable attorney's fees, incurred by LANDLORD in successfully enforcing any obligation, covenant or agreement of this Lease or resulting from TENANT's breach of any provisions of this Lease (including without limitation any attorneys' fees incurred to monitor or intervene in any bankruptcy proceeding involving TENANT), or any document, settlement or other agreements related to this Lease. The provisions of this Article shall survive the termination or earlier expiration of the term of this Lease. Without limitation of any other provision herein, neither LANDLORD, its employees, agents nor management company shall be liable for, and TENANT hereby releases them from all claims for, any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT due to the building or any part thereof (including the premises), or any appurtenances thereof, being in need of repair or due to the happening of any accident in or about the building or the leased premises or due to any act or negligence of TENANT or of any employee or visitor of TENANT. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking of windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the leased premises, whether owned by TENANT or others. Notwithstanding the foregoing, all obligations of indemnification

herein by TENANT to the Landlord are subject to, and limited by, the limitation of liability, defenses and immunities available to the TENANT under the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) (as it may be amended from time to time) or under any other applicable law. Landlord shall give the TENANT prompt notice of any matter as to which it may seek indemnity hereunder, and shall not settle any such matter without the City's consent.

15. TENANT'S
LIABILITY
INSURANCE

LANDLORD acknowledges having been informed by TENANT that TENANT self-insures for the risks generally that would be covered by commercial general liability insurance, in connection with the Maine Municipal Associations 'Risk Management Pool.'

16. FIRE CASUALTY-
EMINENT
DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises unfit for use and occupation and LANDLORD does not so elect to terminate this Lease, a just and proportionate abatement of rent shall be made until the leased premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. LANDLORD reserves and excepts all rights to damages to the leased premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. LANDLORD shall give TENANT notice of its decision to terminate this Lease or restore the premises within ninety (90) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Notwithstanding anything to the contrary contained herein, LANDLORD'S obligation to put the leased premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

17. DEFAULT AND
BANKRUPTCY

In the event that:

- (a) TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
- (b) TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or
- (c) The leasehold hereby created shall be taken on execution, or by other process of law; or
- (d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to TENANT, or, if permitted by law, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceedings, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable for and pay to LANDLORD the entire unpaid rental and all other balances due under this Lease for the remainder of the term. In addition, TENANT agrees to pay to LANDLORD, as damages for any above described breach, all costs of reletting the leased premises including real estate commissions and costs of renovating the premises to suit any new tenant, and TENANT agrees to reimburse LANDLORD for all attorneys' and paralegals' fees incurred by LANDLORD in connection with a TENANT default, including without limitation such fees incurred in connection with a bankruptcy proceeding.

18. NOTICE

Any notice from LANDLORD to TENANT relating to the leased premises or to the occupancy thereof, shall be deemed duly served, upon mailing to: City of Portland Corporation Counsel, 389 Congress St., Portland, ME 04101-3509, certified mail, return receipt requested, postage prepaid. Such notice shall be deemed served on the date postmarked, and any time period in this Lease running from the date of notice shall commence on the date of postmark. Any notice from TENANT to LANDLORD relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

19. SURRENDER IF TENANT has not exercised its option to purchase and closed on such purchase (as set forth in Paragraph 29 Addendum), or if this Lease terminates for any other reason prior to Tenant exercising its option to purchase, TENANT, shall at the expiration or other termination of this Lease, peaceably yield up the leased premises and all additions, alterations, fixtures (including those installed by TENANT), and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased premises, repairing all damage caused by such removal, and leaving the leased premises clean and tenantable. If LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased premises, and TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against LANDLORD or those claiming by, through or under LANDLORD, and TENANT shall be deemed to have conveyed such items to LANDLORD unless LANDLORD elects to reject acceptance of the same.
20. HAZARDOUS MATERIALS TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the leased premises TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof, from the leased premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the leased premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the leased premises during the term of this Lease or any extensions thereof. The terms used in this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal state or local.
21. LIMITATION OF LIABILITY TENANT agrees to look solely to LANDLORD'S interest in the building for recovery of any judgment from LANDLORD or any of LANDLORD's partners, managers, or owners, it being agreed that LANDLORD and any other such party is not personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that TENANT might otherwise have to obtain an injunctive relief against LANDLORD or LANDLORD'S successors in interest, or any other action not involving the personal liability of LANDLORD and any other such party. Under no circumstances shall LANDLORD ever be liable for lost profits, indirect or consequential damages.
22. LANDLORD DEFAULT LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by TENANT to LANDLORD properly specifying wherein LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased premises are a part notifies TENANT that such holder has taken over LANDLORD'S rights under this Lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against lender or holder from rent thereafter due and accruing, but shall look solely to LANDLORD for satisfaction of such claim.
23. WAIVER OF RIGHTS No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.
24. SUCCESSORS AND ASSIGNS The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.
25. HOLDOVER If TENANT fails to vacate the leased premises at the termination of this Lease and has not exercised its option to purchase the 212 Canco Road premises, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to two (2) times the then-current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by LANDLORD for TENANT to holdover at the termination of this Lease and the terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased premises at the termination of this Lease.
26. JURY TRIAL WAIVER NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TENANT AND LANDLORD, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TENANT AND/OR LANDLORD MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY LANDLORD OR LANDLORD'S SUCCESSORS AND/OR ASSIGNS BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. LANDLORD AND TENANT HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.

27. MISCELLANEOUS

IF TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. LANDLORD and TENANT agree that this Lease shall not be recordable but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TENANT does not constitute a reservation of or option for the premises or an offer to lease said premises, and this document shall become effective and binding only upon the execution and delivery hereof by both LANDLORD and TENANT. Employees or agents of LANDLORD have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between LANDLORD and TENANT are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. Time is of the essence of this agreement. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

28. BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises, and agrees to defend and indemnify LANDLORD against any claim from a broker or finder claiming by or through TENANT. LANDLORD warrants and represents to TENANT that it has not dealt with any broker, finder or similar person concerning the leasing of the leased premises other than The Boulos Company ("LANDLORD'S BROKER"). LANDLORD agrees to pay LANDLORD'S BROKER any commission due upon execution of this Lease, and in the event of any brokerage claims against TENANT by LANDLORD'S BROKER, LANDLORD agrees to defend the same and indemnify TENANT against any such claim.

29. OPTION TO PURCHASE

LANDLORD hereby grants TENANT as part of this lease agreement, the right and option to purchase all of the LANDLORD's real property at 212 Canco Road, on the terms and conditions set out in this paragraph 29 as further set forth in the attached continuation of paragraph 29 in Exhibit B, OPTION TO PURCHASE; and the terms and conditions therein are hereby incorporated herein.

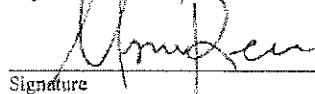
DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 28th day of March, 2014.

TENANT:

City of Portland, Maine

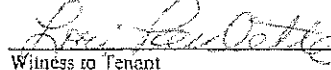
Legal Name of Tenant



Signature

Mark H. Rees, City Manager

NAME/TITLE

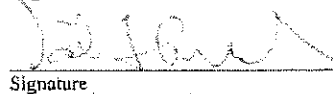


Witness to Tenant

LANDLORD:

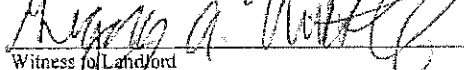
212 Canco Realty LLC

Legal Name of Landlord



Signature

NAME/TITLE



Witness to Landlord

Approved as to form:



Corporation Counsel's Office

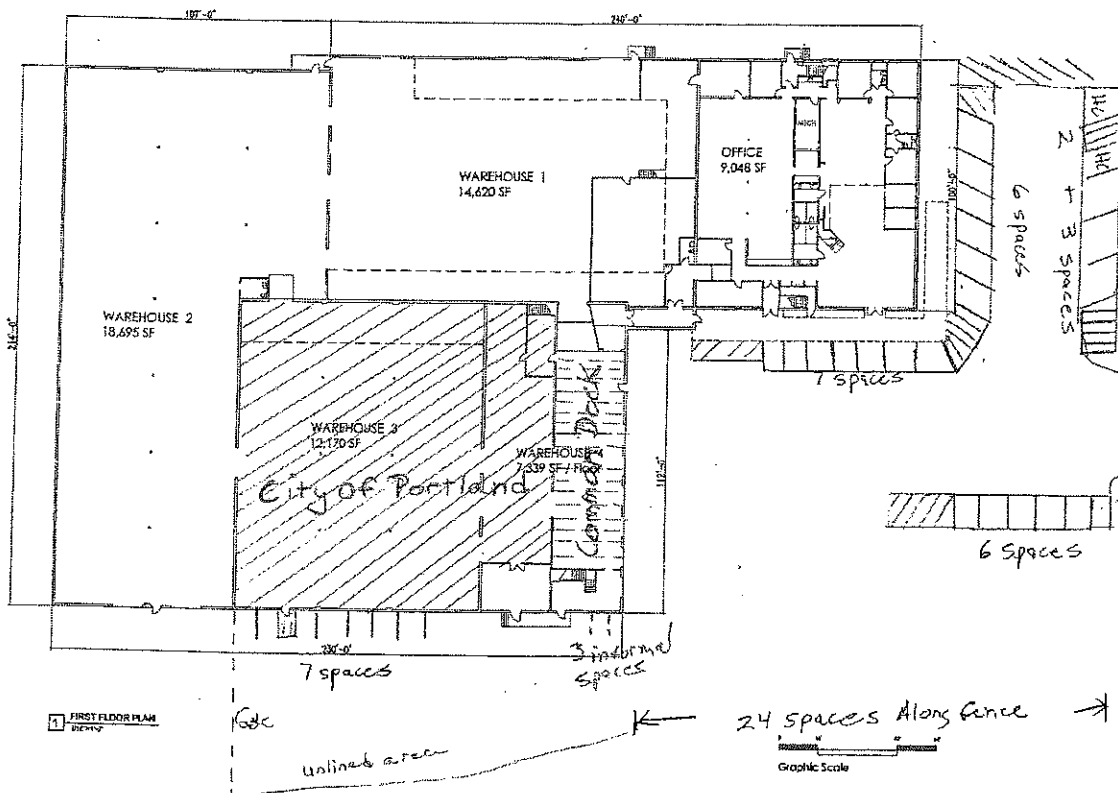
Approved as to funds:



Finance Department

O:\OFFICE\LARRY\misc real does\212 Canco\212 Canco City of Portland Lease new space.DOC

Exhibit A Page 1 Ground Floor Only



Graham
Architects
Kennebunkport,
Maine
205-866-1111
www.grahamarchitects.com

PROJECT
Existing Conditions
Neutron and Small
2nd Davis Road
Portland, Maine

04.16.12

CLIENT
Maine State Police
2nd Davis Road
Portland, ME

CONTRACTOR

STRUCTURAL ENGINEER

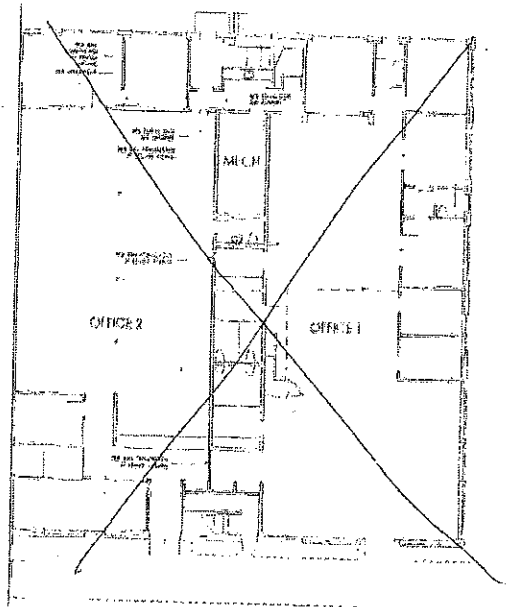
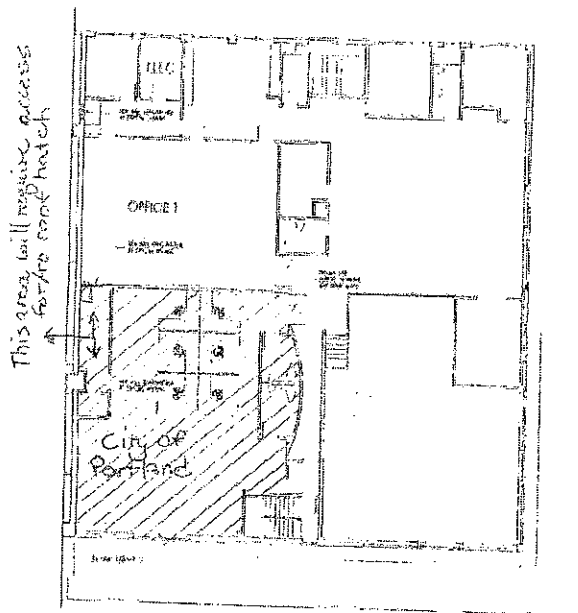
NOTES
1. Please refer to the existing and new
2. Existing 100' x 100' lot
3. Existing 100' x 100' lot
4. Existing 100' x 100' lot

DATE
First Floor Plan

SCALE
1/8" = 1'-0"

A101

Exhibit A Page 2, Second Floor Office



Experienced
Design
Team

Existing Conditions
Notation and Small
Scale

08.20.10

Project Name
Project Number
Project Location

Project Description

Project Manager
Project Engineer
Project Architect

First Floor Plan

**EXHIBIT B, contains Paragraph 29 of the
COMMERCIAL LEASE (NET LEASE)
WITH OPTION TO PURCHASE**

29. OPTION TO PURCHASE REAL ESTATE

The LANDLORD hereby grants to the TENANT, its successors and assigns, the exclusive option and right to purchase the premises owned by LANDLORD and located at 212 Canco Road, Portland, Cumberland County, Maine, Map 148, Block A, Lot 7 (the "Property"), more fully described in the deed recorded in the Cumberland County Registry of Deeds in Book 25041, Page 277, attached Exhibit A, subject to the following terms and conditions:

1. Purchase Price and Credit for Lease Payment. The purchase price for the premises shall be Two Million Nine Hundred Thousand Dollars (\$2,900,000). The TENANT represents and warrants that it has the funds required to complete the purchase contemplated by this Option and that a purchase has been approved by all necessary parties and departments within the TENANT.
2. Use. LANDLORD understands that TENANT intends to use this property for municipal needs, but this option is not intended to limit the TENANT's use of this property.
3. Term of Option. As long as the TENANT is not in default of its leasehold obligations set forth below in both of the TENANT leases with LANDLORD described below and as long as the TENANT is then leasing both leaseholds described below, the TENANT may exercise its option to purchase at any time after March 1, 2017; but, no later than October 31, 2018, time being of the essence.
4. Existing Leases. There are now existing four leases of portions of the Property, and the parties expect there to be a fifth, as well; with their term dates, they are:

<u>Tenant</u>	<u>Term start(s)</u>	<u>Term ends</u>	<u>Approx. Sq. Ft</u>
Webber Supply*	7/1/2013	6/30/2018	20,268
Unified Technologies*	11/1/2013	10/31/2018	12,243
Nelson & Small	----	6/30/2014	---
City of Portland	10/1/2013	9/30/2014	18,695
City of Portland	3/1/2014	10/31/2018	19,381

*the above listed "Term ends" date for both the Webber Supply Lease and the Unified Technologies Lease are subject to TENANT extension options as well as LANDLORD early termination provisions.

a) As long as the TENANT is not in default of its lease hold obligations as set forth in both of the TENANT's leases with the LANDLORD, LANDLORD will cause the Nelson & Small lease as it relates to the existing ground floor and second floor office space to terminate not later than June 30, 2014.

b) As long as the TENANT is not in default of its leasehold obligations as set forth in both of the TENANT's leases with LANDLORD described below and as long as the TENANT is then leasing both leaseholds described above, LANDLORD will renew both of the TENANT's leases, if requested by the TENANT, to extend the term until the date when LANDLORD conveys the Property to the TENANT. LANDLORD has provided the TENANT with copies of the Webber Supply lease and Unified Technologies lease, prior to the execution of second TENANT Lease of which this option to purchase is a part. At closing, the TENANT will assume the LANDLORD's interest in and obligations under said leases.

c) As long as the TENANT is not in default of its leasehold obligations set forth in both of the TENANT's leases with LANDLORD described below and as long as the TENANT is then leasing both leaseholds described below, LANDLORD agrees not to lease any portion of the Premises to any party (except to the TENANT) before October 31, 2018, unless TENANT does not exercise its right to lease such space when offered the right below to lease such empty space. Accordingly, LANDLORD will offer any space other than the spaces leased to the TENANT, as and if it becomes available, on the same terms and conditions as in the Lease to which this Option is attached except as to rent which shall be \$4.00 per sq. ft. per year plus all CAMS, taxes and operating expenses, and TENANT shall exercise its right to lease said space within ten (10) days after such notice. If TENANT does not exercise its right to lease such space, LANDLORD shall have the right to lease such space to a third party. Also, LANDLORD will ensure that the entire building on the Property shall be in 'broom clean' condition upon the date when LANDLORD conveys the Property to the TENANT. That said, the sale will be "As Is" with all faults, and the LANDLORD makes no representations as to the condition of the Property.

d) Upon the execution of this Lease to TENANT, the TENANT and LANDLORD agree to amend the lease with the TENANT dated June 21, 2013 eliminating Tenant's right to terminate on 30 days' notice in Section 3. At the end of the current term of the June 21, 2013, lease (September 30, 2014) the TENANT shall have the right to extend the term of said lease such that the June 21, 2013 lease term ends on October 31, 2018.

5. Exercise of Option. This option to purchase may be exercised by the TENANT so long as it is a tenant in good standing under two different leases with LANDLORD, one dated June 21, 2013 and the other dated March ____, 2014, and both leases are then in full force and effect by giving written notice to LANDLORD by FEDEX or Certified U.S. Mail, return receipt requested, addressed as follows: 212 Canco Realty LLC, Attn: General Manager, 212 Canco Road, Portland, ME 04103, or by delivery in hand to the General Manager of 212 Canco Realty LLC and with a duplicate copy to Leonard M. Nelson, c/o Bernstein Shur, 100 Middle Street, PO Box 9729, Portland, ME 04104-5029.
6. Settlement. Following the exercise of this option to purchase, the closing shall be held within three (3) months of the receipt by LANDLORD of the written Notice of Exercise (the "Closing Period"), time being of the essence at a location and time mutually agreed upon by the parties. Payment of the purchase price shall be by certified bank check or by wire transfer of funds.
7. Inspection and Survey. During the term of the option to purchase, the TENANT, its successors and assigns shall have the right to enter the Property at all reasonable times with prior notice to LANDLORD for the purpose of conducting such inspections, surveys, wetlands, environmental and soils investigation and studies as it deems necessary. The TENANT shall assume all responsibility for such entry, inspections or investigations and shall hold LANDLORD harmless from any claims related to such entry, inspections or investigations.
8. Deed. At the Closing, LANDLORD shall deliver to the TENANT a duly executed and acknowledged Quitclaim with Covenant.

LANDLORD shall pay its share of the real estate transfer tax, if any. The TENANT shall be responsible for the cost of recording the Deed.
9. "Put" in favor of Canco Realty. At any time between the date hereof and October 31, 2018, LANDLORD shall have the right to request the TENANT that it execute its \$2.9 Million option to purchase the Property. In the event the TENANT does not exercise its option right within 90 days of the request, the TENANT's option to purchase the Property shall automatically terminate and be of no further force and effect. Exercise by the TENANT of its lease and option to purchase shall be accomplished by notifying LANDLORD pursuant to Paragraph 5 above.
10. Notices. Any notice under this Option shall be delivered or sent by Fed Ex or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Canco Realty, to:
212 Canco Realty LLC
Attn: General Manager
212 Canco Road
Portland, ME 04103

With copy to:
Leonard M. Nelson, Esq.
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029

If to City, to: City Manager
City of Portland
389 Congress Street
Portland, ME 04101

11. Execution and Recording. This option to purchase set forth in this paragraph 29 of the lease is a portion of the lease between LANDLORD and TENANT and may not be recorded. Upon the request of TENANT a Memorandum of Lease and Option shall be executed in a form eligible for recordation, and may be recorded at TENANT's expense at the Cumberland County Registry of Deeds.
12. Release of Option. Concurrently with this lease being executed, the TENANT shall execute and deliver to LANDLORD a written release, quitclaim deed or other instrument specified by LANDLORD, evidencing the non-exercise or termination of its option rights. The instrument shall be signed and acknowledged in a form eligible for recordation. LANDLORD's attorney shall hold said executed instrument in escrow and shall be entitled to release and record said instrument if a) the option to purchase is not exercised within the Exercise Period; or b) such earlier time as is set forth in Paragraph 9 above; or, c) if either of the two City Leases with Canco Realty described above terminates prior to the City's exercise of this Option; or, d) if the TENANT exercises its option and does not close within the Closing Period.
13. Binding Effect. This option to purchase shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
14. Assignment. This option to purchase may not be assigned by the City. Any purported assignment shall be void and in such event the TENANT's rights in this option to purchase shall terminate and be of no further force and effect.

15. Severability. If any provision of this option to purchase is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.
16. Compensation for Option. The City's entering into this Commercial Lease and performing its obligations set forth therein is hereby deemed to be, and include, partial consideration for this option to purchase. Other consideration includes the City's representation and warranty that it has the funds required to complete the purchase contemplated by this option to purchase and that a purchase has been approved by all necessary parties and Departments at the City.
17. Governing Law. This option to purchase shall be governed by and construed in accordance with the laws of the State of Maine.

EXHIBIT A

[Deed at Book 25041, Page 277]

QUITCLAIM DEED

Leonard M. Nelson, Kenneth M. Nelson, and Andrew J. Nelson, holders of a one-third interest by virtue of a Trustees' Deed of Distribution from Leonard M. Nelson and Kenneth M. Nelson as Trustees of the Harold P. Nelson Family Trust dated October 4, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24435, Page 193; Harriette Small, holder of a one-third interest by virtue of a warranty deed from N&S Realty Corp. dated March 1, 1961 and recorded in the Cumberland County Registry of Deeds in Book 2600, Page 210, and 212 Associates, a Maine general partnership, holder of a one-third interest by virtue of a deed from Donald J. Nelson dated December 28, 1984 and recorded in said Registry of Deeds in Book 6659, Page 146 (by and through Leonard M. Nelson, Kenneth M. Nelson, Andrew J. Nelson, Mary Nelson, Merle Nelson, David Small and Betty Small, being all of the general partners of 212 Associates, thereunto duly authorized) (collectively the "Grantors") FOR CONSIDERATION PAID, grant to 212 Canco Realty, LLC, a Maine limited liability company, with a mailing address of 212 Canco Road, Portland, ME ("Grantee") all their right, title and interest in certain real property, together with any improvements thereon, known as 212 Canco Road, in the City of Portland, County of Cumberland and State of Maine, more particularly described in Exhibit A attached hereto and made part of.

WITNESS our hands and seals this 25 day of April, 2007.

WITNESSES:

Claire Connell

Witness

Claire Connell

Witness

Claire Connell

Witness

Claire Connell

Witness

Leonard M. Nelson

Leonard M. Nelson

Kenneth M. Nelson

Kenneth M. Nelson

Andrew J. Nelson

Andrew J. Nelson

Harriette Small

Harriette Small

Claire Connell

Witness

Claire Connell

Witness

212 ASSOCIATES

By: Leonard M. Nelson

Leonard M. Nelson

Its General Partner

By: Kenneth M. Nelson

Kenneth Nelson

Claire Connell
Witness

Claire Connell
Witness

Claire Connell
Witness

Claire Connell
Witness

[Signature]
Witness

By: Mary B. Nelson
Mary Nelson

By: Merle Nelson
Merle Nelson

By: [Signature]
Andrew Nelson

By: David Small
David Small

By: Betty B Small
Betty Small

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

April 12, 2007

PERSONALLY APPEARED Leonard M. Nelson and acknowledged the foregoing instrument to be his free act and deed, his free act and deed in his capacity as general partner of 212 Associates and the free act and deed of 212 Associates.

Before me,

Peter J. Van Hemel
Peter J. Van Hemel, Attorney-at-Law/Notary Public
Commission Expires:
Print Name:

Exhibit A

A certain lot or parcel of land with buildings thereon, located in the City of Portland, Cumberland County, Maine, bounded and described as follows:

Beginning at an iron pipe at a point in the northwesterly side line of Canco Road in the division line between land conveyed by the City of Portland to Cumberland Securities Corporation by deed dated April 1, 1954 and recorded in Cumberland County Registry of Deeds in Book 2172, Page 4 (now or formerly owned by New England Union Mutual Life Insurance Company and under lease to Central Maine Power Company) and the land herein conveyed, said point being distant northeasterly along said side line of Canco Road 800 feet from the northeasterly side line of Bay Street; thence northeasterly by the northwesterly side line of Canco Road a distance of 219.83 feet to a point and an iron pipe in the northwesterly side line of Canco Road; thence northwesterly by the division line between the land herein conveyed and land now or formerly of Montefusco and making an included angle of $100^{\circ} 58'$ through the west with the southwesterly direction of the northwesterly side line of Canco Road a distance of 417.34 feet to an angle and an iron pipe; thence northwesterly and making an included angle of $165^{\circ} 15'$ through the west with the southeasterly direction of the last described line a distance of 167.55 feet to a copper bolt set in a granite monument; thence on a prolongation in a straight line of the last described course a distance of 84.50 feet to a point and an iron pipe; thence southwesterly and making an angle of 90° with the last described line a distance of 159.06 feet, more or less, to a point and an iron pipe in the easterly side line of the railroad spur right-of-way conveyed by the City of Portland to Quincy Market Cold Storage & Warehouse Company by deed recorded in the Cumberland County Registry of Deeds in Book 2076, Page 145; thence southerly by said easterly side line of said right-of-way about 337 feet to a point and an iron pipe; thence southeasterly by the division line between the land hereby being conveyed and the aforementioned land conveyed by the City of Portland to Cumberland Securities Corporation by deed dated April 1, 1954 and recorded in the Cumberland County Registry of Deeds in Book 2172, Page 4 (now or formerly owned by New England Union Mutual Life Insurance Company and under lease to Central Maine Power Company) a distance of 435.05 feet, more or less, to Canco Road and the point of beginning, said last mentioned division line making an angle of 90° with the northwesterly side line of Canco Road, containing 182,952 square feet. The land hereinabove described is a part of the property acquired by the City of Portland by deed of Goodrich, Stickney & Burnham Land Company, dated April 24, 1944, and recorded in the said Registry of Deeds in Book 1745, Page 244, and by deed of Charles L. Goodrich et als, dated June 10, 1918, and recorded in the said Registry in Book 1010, Page 1. LMW

Excepting and reserving, however, from the aforesaid premises and to the City of Portland, its successors and assigns, forever, a right-of-way for the purpose of maintaining, operating, altering, repairing, removing and replacing a sewer line or lines, said right-of-way being bounded and described as follows:

Beginning in the northwesterly side line of Canco Road in the division line between the land being above conveyed and land conveyed to Cumberland Securities Corporation; thence northwesterly by said division line about 435.05 feet, more or less, to the above mentioned railroad spur right-of-way, said right-of-way or easement to be thirty (30) feet wide and to lie wholly on the northeasterly side of the described line.

This conveyance is made upon the express condition that the said Grantee, its successors and assigns, shall not erect, place, or maintain any structures on, above, or under said right-of-way or easement which in any way will interfere with the use of said right-of-way or easement by the City of Portland, its successors and assigns, for the purpose above reserved.

There is also conveyed in the deed the following interest in land:

The right, pursuant to reservations set forth in a certain deed from the City of Portland to Quincy Market Cold Storage & Warehouse Company, dated January 29, 1952 and recorded in the Cumberland County Registry of Deeds in Book 2076, Page 145, to use in common for railroad purposes as therein defined, and

subject to the provisions therein set forth, the railroad spur track constructed by the said Quincy Market Cold Storage & Warehouse Company in the right-of-way referred to therein.

Together with any interests, in any and all, easements and rights of way, now or in the future, benefiting the premises herein conveyed, including without limit, a certain easement conveyed from J.B. Brown & Sons to Harold P. Nelson, et al. their successors and assigns for pedestrian and vehicular ingress and egress, over and upon property of said J.B. Brown & Sons, its successors and assigns, as more particularly described in the Easement Deed dated July 1, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12596, Page 164 to which reference may be had for a more particular description of the easement.

This conveyance is made subject to covenants, agreements, terms and conditions set forth in a deed from the City of Portland to N & S Realty Corp. dated January 14, 1960, and recorded in said Registry in Book 2520, Page 313.

This conveyance includes all of the Grantors' rights in and to any agreements relating to railroad spur and sidetracks which serve said land and buildings.

CMW

Received
Recorded Register of Deeds
Apr 25, 2007 03:45:40P
Cumberland County
Pamela E. Lovley

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

Order 126-15/16
Tab 14 12-7-16
DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 21 FARMERS' MARKETS
RE: LOCATION**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. That Chapter 21, Article I, In General, Section 21-1 of the Portland City Code is hereby amended to read as follows:

Sec. 21-1. Days, locations and products sold.

The City Council may permit by lease or license agreement the use of City property for the purpose of operating a Farmers' Market. The Farmers' Market may be held on Mondays and Wednesdays from 7:00 a.m. to 2:00 p.m. at Monument Square and Monument Way; ~~and~~ Saturdays from 7:00 a.m. to 12:00 p.m. at Deering Oaks Park, on Farmer's Market Road and Jenny Lane; ~~and Saturdays from 8:00 a.m. until 2:00 p.m. two days per week for six hours per day in community halls located in R-6 residential zones, and in makers' market establishments in the IL-b zone, and in any zone where retail establishments, as defined in §14-47 of the Portland City Code, are a permitted use, subject to the provisions of that zone.~~ In addition to the sale of local fruit, vegetables, flowers, seedlings and plants and other items, the following items may also be sold, provided that the product is produced, processed or manufactured in an establishment licensed by the department of agriculture to produce the item and that the seller has produced, processed or manufactured the item: raw fiber and spun fiber; fresh meat and meat products and fresh poultry and poultry products provided that they are stored at or below forty (40) degrees Fahrenheit during transport to and display at the public market and frozen meat and meat products, and frozen poultry and poultry products, as defined in 22 M.R.S.A. § 2511, and amendments thereto, provided that it is stored such that it remains frozen during transport to an display at the public market; pasteurized milk and milk products, as defined in 7 M.R.S.A. §2900, and any amendments thereto, stored in compliance with state law, and unpasteurized milk and unpasteurized milk products, stored in

compliance with state law which products must be labeled as **NOT PASTEURIZED** in accordance with 7 M.R.S.A. Sec. 2902-B, and any amendments thereto. Failure to or store in compliance with state law will result in an order to--immediately cease the sale of these unpasteurized products, or suspension or revocation of the farmers market license in accordance with Section 21-18 of the City Code; farm-fresh eggs, provided that they are stored at or below forty-five (45) degrees Fahrenheit during transport to and display at the public market; cheese provided that it is stored at or below forty (40) degrees Fahrenheit during transport to and display at the public market, honey, jams, jellies, pickles, relishes, maple syrup, apple cider, hard cider, as defined in 28-A M.R.S.A. § 2 and any amendments thereto, provided however that the producer has a farm winery license; malt liquor and wine, produced subject to the provisions of 7 M.R.S.A Sec. 415, and any amendments thereto; packaged herbs or herb blend mixtures and pesto. The following items may be sold, provided that the total amount of sales from all such items does not exceed forty-nine (49) percent of the total amount of sales made by the licensee at the public market: any other edible product that is a derivative of plants or produce grown by the licensee, provided that the licensee also has a license from the department of agriculture to produce the item. Any baked goods sold at a public market must be individually or collectively wrapped while displayed and sold. In no event shall any licensee sell at a public market any potentially hazardous foods, which includes any perishable food or food product not processed or stored in compliance with state law.

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Jeff Levine, Director, Planning and Urban Development

DATE: November 30, 2015

DISTRIBUTION: Mayor Ethan Strimling; Jon Jennings, City Manager; Danielle West-Chuhta, Corporation Counsel; Jennifer Thompson, Associate Corporation Counsel; Sonia Bean; Nancy English; and Julie Sullivan

SUBJECT: Text Amendment to Chapter 21 Farmer's Markets

SPONSOR: Department of Planning and Urban Development

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading December 7, 2015 Final Action December 21, 2015

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

PRESENTATION: Stuart O'Brien, Planning Division Director, 5 minute oral presentation

I. SUMMARY OF ISSUE (Agenda Description)

Over the past five years, representatives of the Portland Farmers' Market Association have contacted the city's Planning Department and Business Licensing Division on several occasions regarding possible locations for the Farmers' Market, as the growth in demand for locally-sourced products and the success of the market has resulted in a changing set of needs. For example, the Association's winter market was originally held in the Irish Heritage Center on State Street, but due to parking constraints, moved to the Urban Farm Fermentory (UFF) in East Bayside in 2013. This fall, the organization realized that the UFF would no longer be large enough to accommodate the number of growers in the market; the association contacted the city once again regarding another move, this time to a vacant building on Cove Street in East Bayside.

However, Chapter 21 (Farmers' Markets) of the city's ordinance, which governs the location of the market, tightly confines the market's hours of operation, days of operation, and possible locations to four. Thus, every time that the market has moved over the past several years, an amendment to Chapter 21 has been required. In order to minimize the necessity of future text amendments as the market's needs continue to evolve, staff is suggesting a text amendment to Chapter 21 to broaden the potential market locations to include properties in both the IL-b zone (East Bayside) and any zone where retail establishments are permitted by right. The text amendment would also allow the market some flexibility in terms of hours of operation and days

of operation in those zones. The market would still be subject to licensing through the city's Business Licensing Division.

II. REASON FOR SUBMISSION (Summary of Issue/Background)

Chapter 21 of the city's code of ordinances explicitly states that farmers' markets may be held on specific days at specific times in four locations: Monument Square, Deering Oaks, community halls in the R-6 zone, and makers' markets in the IL-b zone. In order to afford the market more flexibility in terms of future locations, hours of operation, and days of operation as it expands and changes, amendments to Chapter 21 are required.

III. INTENDED RESULT

As noted above, the amendment adds the IL-b zone and any zone where retail establishments are permitted by right as potential farmers' market locations. The amendment also loosens the restrictions on hours and days of operation in order to allow the winter market to operate on two days (as the summer market already does). Thus, the proposed amendment will allow the market to adapt to changing needs over the years to come.

IV. COUNCIL GOAL ADDRESSED

The proposed map amendment addresses the following Council goals:

- Promote economic development in the city in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs

V. FINANCIAL IMPACT

A successful farmers' market can serve as an important economic development tool for the city.

VI. STAFF ANALYSIS

The proposed amendment to Chapter 21 was developed by the Planning Division, Zoning Administrator, and Business Licensing in concert with the Farmers' Market Association. Staff finds the proposed amendment consistent with the comprehensive plan, including *A New Vision for Bayside, Housing: Sustaining Portland's Future*, and the *Sustainable Portland* report.

VII. RECOMMENDATION

Staff recommends that the council adopt the ordinance amendment in order to allow the Portland Farmers' Market Association flexibility in their future operations.

VIII. ATTACHMENTS

1. Order
2. City Council Report

Prepared by:

____ Nell Donaldson, Planner ____
Signature

____ November 30, 2015 ____
Date



CITY COUNCIL REPORT

From

PLANNING DIVISION

PORTLAND, MAINE

Text Amendment to Chapter 21 (Farmer's Markets)
to Allow Farmers' Markets in the IL-b Zone and Zones Where Retail Uses are Permitted
City of Portland, Applicant

Submitted to: Portland City Council First Reading: December 7, 2015 Second Reading: December 21, 2015	Prepared by: Portland Planning Division Date: November 30, 2015
---	--

I. INTRODUCTION

The city of Portland Planning Division proposes a text amendment to Chapter 21 (Farmers' Markets) designed to explicitly allow the Portland Farmers' Market to operate in the IL-b zone and in any zone where retail establishments are permitted by right. Under existing language, the location, hours of operation, and days of operation for the farmers' market are tightly circumscribed. The amendment would afford the market more flexibility in terms of future locations, hours of operation, and days of operation as it continues to respond to growth in demand.

II. BACKGROUND

Over the past five years, representatives of the Portland Farmers' Market Association have contacted the city's Planning Department and Business Licensing Division on several occasions regarding possible locations for the Farmers' Market, as the growth in demand for locally-sourced products and the success of the market has resulted in a changing set of needs. For example, the Association's winter market was originally held in the Irish Heritage Center on State Street, but due to parking constraints, moved to the Urban Farm Fermentory (UFF) in East Bayside in 2013. This fall, the organization realized that the UFF would no longer be large enough to accommodate the number of growers in the market; the association contacted the city once again regarding another move, this time to a vacant building on Cove Street in East Bayside.

However, Chapter 21 (Farmers' Markets) of the city's ordinance, which governs the location of the market, tightly confines the market's hours of operation, days of operation, and possible locations to four. Thus, every time that the market has moved over the past several years, an amendment to Chapter 21 has been required. In order to minimize the necessity of future text amendments as the market's needs continue to evolve, staff is suggesting a text amendment to Chapter 21 to broaden the potential market locations to include properties in both the IL-b zone (East Bayside) and any zone where retail establishments are permitted by right. The text amendment would also allow the market some flexibility in terms of hours of operation and days of operation in those zones. The market would still be subject to licensing through the city's Business Licensing Division.

III. PROPOSED TEXT AMENDMENT

A text amendment to Chapter 21 is proposed as follows:

ARTICLE I. IN GENERAL

Sec. 21-1. Days, locations and products sold.

The City Council may permit by lease or license agreement the use of City property for the purpose of operating a Farmers' market. The Farmers' Market may be held on Mondays and Wednesdays from 7:00 a.m. to 2:00 p.m. at Monument Square and Monument Way; Saturdays from 7:00 a.m. to 1:00 p.m. at Deering Oaks Park, on Farmer's Market Road and Jenny Lane; and two days per week for six hours per day Saturdays from 8:00 a.m. until 2:00 p.m. in community halls located in R-6 residential zones, and in makers' market establishments in the ILb zone, in the IL-b zone, and in any zone where retail establishments are permitted by right, subject to the provisions of that zone.

IV. CONFORMANCE WITH THE COMPREHENSIVE PLAN

The proposed text amendment is consistent with the comprehensive plan. The amendment supports policies from *2002 Housing: Sustaining Portland's Future* which state that the city should "encourage neighborhood business centers throughout the city to reduce dependence on the car and to make neighborhood life without a car more practical" (21). Likewise, the ordinance change aligns with several objectives of the *Sustainable Portland* report, which encourages the development of infrastructure that supports fledgling, growing, and maturing businesses and promotes efforts such as the city's Buy Local campaign, which fosters consumer support of locally produced goods and services.

Lastly, the ordinance amendment also aligns with numerous elements from *A New Vision for Bayside*, a plan that envisions Bayside as a thriving, diverse neighborhood replete with housing, employment, and commercial space. The plan imagines that "Bayside will contain housing, workplaces, services, transportation, recreation, dining, and shopping, all within comfortable walking distance of each other and the downtown" (22) and highlights the use of the neighborhood for "small-scale affordable spaces for start-up and small businesses" (37).

Attachments:

1. Chapter 21, Farmers Market (Portland City Code, Chapter 21)

Chapter 21 FARMERS' MARKETS*

*Cross reference(s)--Food and food handlers, Ch. 11; streets, sidewalks and other public places, Ch. 25.

Art. I. In General, §§ 21-1--21-15

Art. II. License, §§ 21-16--21-19

Art. III. On Private Property, §§ 21-20--21-22

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state law will result in an order to-immediately cease the sale of these unpasteurized products, or suspension or revocation of the farmers market license in accordance with Section 21-18 of the City Code; farm-fresh eggs, provided that they are stored at or below forty-five (45) degrees Fahrenheit during transport to and display at the public market; cheese provided that it is stored at or below forty (40) degrees Fahrenheit during transport to and display at the public market, honey, jams, jellies, pickles, relishes, maple syrup, apple cider, hard cider, as defined in 28-A M.R.S.A. § 2 and any amendments thereto, provided however that the producer has a farm winery license; malt liquor and wine, produced subject to the provisions of 7 M.R.S.A Sec. 415, and any amendments thereto; packaged herbs or herb blend mixtures and pesto. The following items may be sold, provided that the total amount of sales from all such items does not exceed forty-nine (49) percent of the total amount of sales made by the licensee at the public market: any other edible product that is a derivative of plants or produce grown by the licensee, provided that the licensee also has a license from the department of agriculture to produce the item. Any baked goods sold at a public market must be individually or collectively wrapped while displayed and sold. In no event shall any licensee sell at a public market any potentially hazardous foods, which includes any perishable food or food product not processed or stored in compliance with state law.

(Code 1968, ch. 419; Ord. No. 231-80, 12-22-80; Ord. No. 369-91, § 1, 5-6-91; Ord. No. 83-93, § 2, 9-8-93; Ord. No. 161-00, 3-6-00; Ord. No. 284-05/06, 6-5-06; Ord. No. 166-06/07, 3-19-07; Ord. No. 196-07/08, 4-28-08; Ord. No. 78-10/11, 12-6-10 emergency passage; Ord. No. 102-11/12, 2-6-12; Ord. No. 159-12/13, 4-22-13; Order 92-13/14, 11/19/2013)

- Sec. 21-2. Reserved.
- Sec. 21-3. Reserved.
- Sec. 21-4. Reserved.
- Sec. 21-5. Reserved.
- Sec. 21-6. Reserved.
- Sec. 21-7. Reserved.
- Sec. 21-8. Reserved.
- Sec. 21-9. Reserved.
- Sec. 21-10. Reserved.
- Sec. 21-11. Reserved.
- Sec. 21-12. Reserved.
- Sec. 21-13. Reserved.
- Sec. 21-14. Reserved.
- Sec. 21-15. Reserved.

ARTICLE II. LICENSE*

Sec. 21-16. Reserved.
Sec. 21-17. Reserved.
Sec. 21-17.1. Reserved.
Sec. 21-18. Reserved.
Sec. 21-19. Reserved.

***Editor's Note:** Article II (License) was repealed in its entirety per council order 159-12/13 passed on 4-22-13. Article III (On Private Property) §§ 21-20 thru 21-22 was repealed in its entirety per council order 196-07/08 passed on 4-28-08.
