

Regular City Council Meeting
May 2, 2016

1. Agenda Only

Documents: [AGENDA ONLY 05-02-16.PDF](#)

2. Agenda Plus Packet

Documents: [AGENDA PLUS PACKET 05-02-16.PDF](#)

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

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

AGENDA
REGULAR CITY COUNCIL MEETING
MAY 2, 2016

The Portland City Council will hold a regular City Council Meeting at 5:00 p.m. 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) April 25, 2016, Special City Council Meeting Minutes

PROCLAMATIONS:

Proc 27-15/16 Proclamation Honoring Officer Jonathan Lackee as Police Officer
(Tab 2) of the Month for March 2016 – Sponsored by Mayor Ethan K.
Strimling.

APPOINTMENTS:

CONSENT ITEMS:

Order 236-15/16 Order Declaring Lincoln Park Summer Concert Series 2016 as a
(Tab 3) Festival – Sponsored by Jon P. Jennings City Manager.

Promoter and organizer Jack Murray has proposed hosting a concert series at Lincoln Park this summer, specifically on Wednesday evenings in July and August. Concerts will be free and open to the public. The time frame for music will be 5:00-8:00 pm. Portland Downtown has decided not to hold their summer concert series this year at Monument Square so this outdoor concert series in the downtown area will take its place. The genre/style of music will consist mainly of rock, folk, jazz and blues.

A Beer Garden will be located on the grass, south-east corner of the park.

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

LICENSES:

Order 237-15/16 (Tab 4) **Order Granting Municipal Officers' Approval of Rising Tide Brewing Company LLC d/b/a Rising Tide Brewing Company LLC. Application for a Brewery Alcohol Service with Outdoor Dining on Private Property, Entertainment without Dance, and Food Service Establishment without Preparation License at 103 Fox Street – Sponsored by Katherine L. Jones, City Clerk.**

Application submitted on 3/25/16. Applicant is currently operating at this location.

Five affirmative votes are required for passage after public comment.

Order 238-15/16 (Tab 5) **Order Granting Municipal Officers' Approval of Peter Bissell & Noah Bissell d/b/a Bissell Brothers. Application for a Brewery Alcohol Service with Outdoor Dining on Private Property and Entertainment without Dance License at 4 Thompson's Point – Sponsored by Katherine L. Jones, City Clerk.**

Application submitted on 3/28/16. Applicant is moving from current operations at 1 Industrial Way.

Five affirmative votes are required for passage after public comment.

Order 239-15/16 (Tab 6) **Order Granting Municipal Officers' Approval of Alizarin Inc. d/b/a Sweetgrass Winery & Distillery. Application for a Winery Alcohol Service License at 324 Fore Street – Sponsored by Katherine L. Jones, City Manager.**

Application submitted on 4/12/16. Applicant is currently operating at this location.

Five affirmative votes are required for passage after public comment.

ORDERS:

Order 240-15/16 (Tab 7) **Order Approving the Five-Year Signatory Airline Operating Agreement and Lease for Jetport Signatory Airlines – Sponsored by Jon P. Jennings, City Manager.**

The Portland International Jetport issues a single uniform operating and lease agreement and airlines executing this agreement are designated as Signatory Airlines at the Jetport.

The Jetport currently has six Signatory Airlines, American, Delta, FedEx, JetBlue, Southwest, and United, operating under this agreement.

The current agreement was approved by the City Council on February 17, 2010 and each of the Jetport's Signatory Airlines executed the agreement for five years starting in May of 2010. The agreement was extended by the City Council for one additional year in 2015. The Jetport has negotiated a new proposed five year agreement with the airlines of similar form to the prior agreement.

The agreement provides the airlines with the right to have both exclusive use space (e.g. their offices), preferential use space (e.g. the gates and boarding bridges) and common use space (e.g. the gate hold room and baggage areas).

Pursuant to the Agreement, the airlines share in the cost of improving and running the airport through the Cost Centers for the Terminal and the Airfield. These costs are set annually through the rates and charges meeting with the Signatory Airlines held in the fall.

The new agreement includes the following changes:

- The term will be for five years through May 18, 2021.
- The prior agreement had significant language around the approval, timing, and cost of the terminal expansion which is no longer applicable and has been removed.
- The new agreement provides for a new "Class" of signatory carrier with half the annual landed weight requirement. This new Class will pay 1.125 times the signatory landing fee rate, while a non-signatory carrier will pay 1.25 times the signatory landing fee rate. This incentivizes carriers with limited capacity to become a Signatory at the Jetport.

Five affirmative votes are required for passage after public comment.

**Order 241-15/16
(Tab 8)**

**Order Approving Lease with Bay Ferries Limited Re: Ocean Gateway
- Sponsored by the Economic Development Committee, Councilor
David Brenerman, Chair.**

Nova Scotia officials selected Bay Ferries Limited to provide ferry service to and from Yarmouth, Nova Scotia and Portland, Maine. Under direction of the City Council, City staff negotiated with Bay Ferries a proposed lease effective June 1, 2016 through October 15, 2017, with an option to renew for one additional year at City's sole discretion.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

PUBLIC COMMENT WILL BE TAKEN ON ALL SCHOOL BUDGET ORDERS.

**Order 228-15/16
(Tab 10)**

Order Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Portland Schools for FY2017 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Order 228-15/16 to 233-15/16 are orders required by State law 20-A M.R.S.A. §15690 in order to comply with what is known as LD1, a set of state laws passed to control increases in property taxes.

This order provides \$79,013,267 as the amount determined by state law to be the minimum amount the city must appropriate in order to receive the full amount of state funding under the Essential Programs and Services Funding Act.

This requires the city to raise \$63,109,880 as the city's contribution to the total cost of funding public education from K-12 as described in the EPS law. The City's Tax levy for the total for school budget programs of \$103,602,884 will be \$80,331,376.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 229-15/16
(Tab 11)**

Order Approving Non-State Funded School Construction Debt Service for Portland Schools for FY2017 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Non-state funded debt service is the amount of money needed for the annual payments on the City's long-term debt for major capital school construction projects and portions of school construction projects that are not approved for state funding. The bonding of this long-term debt was previously approved by the voters or the City Council.

This order appropriates \$572,216 for the annual payments on debt service previously approved by the voters or the City Council for non-state (local-only) funded school construction projects. The state no longer includes minor capital projects in this calculation.

The \$572,216 is in addition to the funds appropriated as the EPS required local share (amount of the city's contribution to the total cost of funding public education from kindergarten to grade 12).

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 230-15/16
(Tab 12)**

Order Raising and Appropriating Additional Local Funds for Portland Schools for FY2017– Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order appropriates \$15,758,040 in additional city funds over and above regional EPS amount and the non-state funded debt service amount.

This exceeds the EPS funding model by \$16,331,256 and funds the cost of city schools, Kindergarten-12, which are not covered by the state funding model established by the Essential Programs and Services Funding Act.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 231-15/16
(Tab 13)**

Order Approving Total School Operating Budget for Portland Schools for FY2017– Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair.

This order is required by 20-A M.R.S.A. §15690(4)(A). It sets the School Budget required by state law. The total amount recommended for that budget is \$98,155,645.

That is the amount in the budget that under state law will be sent to the voters for approval at a citywide Referendum Election on May 10, 2016. \$79,013,267 of the \$98,155,645 would come from property taxes, \$15,556,722 would come from state subsidy, and \$3,435,657 from other revenues.

This order does not provide money unless the other General Fund budget orders are passed.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 232-15/16
(Tab 14)**

Order Appropriating and Raising Funds for Adult Education for FY 2017 as Required by the Maine Revised Statutes, Title 20-A M.R.S.A. §8603-A(1) – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair.

This order raises \$1,149,033 to support the Adult Education program and appropriates a budget for that program of \$1,807,713.

The budgets for the Adult Education Program and for the Food Service Program in the next Order, are in addition to the \$98,155,645 proposed for the General Fund School Budget that must be submitted to the voters.

Under the City Charter, the Council must act on this school funding order, which is not part of the General Fund budget.

When the amounts for the Adult Education Program and the Food Service Program are added to the proposed General Fund School Budget, it leads to a total for FY2017 school budget programs of \$103,602,844.

The total school budget will come before the Council for approval as part of the annual Appropriation Resolve on May 16th, if the voters approve the General Fund School Budget submitted to them on May 10th.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 233-15/16
(Tab 15)**

Order to Raise Local Funds for Food Service in the Portland Public Schools for FY 2017 – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair.

This order raises \$169,076 to support the Food Service Budget. The total proposed Food Service Program is \$3,639,526, which is in addition to the General Fund School Budget.

Under the City Charter, the Council must act on this school funding order which is not part of the General Fund budget.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 233-A 15/16
(Tab 15)**

Order Authorizing the Disposition of Any Additional State Subsidy Received for Portland Schools in Fiscal Year 2017 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Public Law Chapter 463 passed in the Maine Legislature as an emergency on April 13, 2016. The new law addresses the issue of additional school subsidies provided by the State to municipalities following a local school budget referendum. It makes clear that, if this order is approved, an additional subsidy for school purposes received from the State may be spent without requiring a second school budget referendum. This order still specifies, however, that the City Council will need to approve the spending of that additional subsidy.

The school referendum details, posted in every city polling place at the school budget referendum, will also reference this law, should the Council approve this order.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

PUBLIC COMMENT WILL BE TAKEN ON ALL MUNICIPAL BUDGET ORDERS.

**Order 243-15/16
(Tab 16)**

Order Approving Fiscal Year 2017 Administrative Fees in Various Departments – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order authorizes certain administrative charges.

The increases and new fees are located in the following departments and / or divisions: **Parking:** Elm Street & Spring Street Garage (Garage Monthly & Hourly Parking) and Angelo’s Acre Daily Parking; **Public Works:** Street Opening Permits and Permanent Pavement Restoration Fees; **Parks Recreation and Facilities:** Ice Arena Skate Sharpening Fees and Recreation’s Community Center Rental Fees.

Five affirmative votes are required for passage. Staff is recommending that this item be postponed to the City Council meeting of May 16 to coincide with consideration of the Appropriation Resolve.

**Order 244-15/16
(Tab 17)**

Order Authorizing City Manager to Enter into Certain Agreements to Implement the Fiscal Year 2017 Human Resources and Certain Fringe Benefits Budgets – Sponsored by the Finance Committee, Councilor Nicholas M Mavodones, Jr., Chair.

This order authorizes the City Manager to enter into standard agreements and amendments to standard agreements with providers of services for the fiscal year 2017 in order to implement portions of human resources, medical, workers’ compensation, and liability budgets.

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

**Order 245-15/16
(Tab 18)**

Order Re: Self-Insured Liability Program – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order establishes the limit of the city’s liability as \$400,000 as required by the Maine Tort Claims Act and states the city’s commitment to “self-insure” for such liability by approving funds for this purpose.

Five affirmative votes are required for passage. Staff is recommending that this item be postponed to the City Council meeting of May 16 to coincide with consideration of the Appropriation Resolve.

**Order 246-15/16
(Tab 19)**

Order Authorizing the Director of Parks, Recreation and Facilities Management to Set Fees and Enter Rental Agreements for City Facilities – Sponsored by Jon P. Jennings, City Manager.

Staff has historically set fees and signed rental agreements for City facilities such as Merrill Auditorium, the Portland Exposition Building and Ocean Gateway. These facilities host 100s of events on an annual basis and while many events are similar in nature, all are also somewhat unique and require different staffing levels and services, and are therefore priced accordingly. The City's legal department has created a standard rental agreement. Any changes to the terms of standard agreement, other than pricing, are reviewed by legal prior to being changed. This order would authorize the Director or her/his designee to continue to sign such agreements and reaffirm this long-standing practice.

Also these venues and others, such as the Riverside Golf Course, Riverside Grill and Troubh Ice Arena are run in a business-like manner and need the flexibility to be able to offer specials and adjust pricing based on market conditions. This order will further reaffirm the practice of these fees being set administratively.

Five affirmative votes are required for passage after public comment.

**Order 247-15/16
(Tab 20)**

Order Authorizing City Manager to Enter into Certain Agreements to Implement Fiscal Year 2017 Health and Human Services Budget - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order authorizes the City Manager to enter into standard agreements and amendments to those standard agreements to receive reimbursement for services by the Health and Human Services Department.

In addition, the City enters into agreements with service providers and landlords to provide services for department programs.

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

**Order 248-15/16
(Tab 21)**

Order Authorizing City Manager to Accept Scholarship Trust Donations and Enter into Trust Agreements - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order authorizes the City Manager to accept donations for existing and new scholarship trusts and enter into standard form trust agreements as approved by Corporation Counsel.

Five affirmative votes are required for passage. Staff is recommending that this item be postponed to the City Council meeting of May 16 to coincide with consideration of the Appropriation Resolve.

**Order 249-15/16
(Tab 22)**

Order Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This item will give Corporation Counsel a standing authorization to undertake civil actions to collect any delinquent personal property taxes that arise during the course of the fiscal year. Otherwise it would be necessary for the City Council to specifically authorize each individual legal action. This general authorization will take the place of the case by case approach.

Five affirmative votes are required for passage. Staff is recommending that this item be postponed to the City Council meeting of May 16 to coincide with consideration of the Appropriation Resolve.

**Order 250-15/16
(Tab 23)**

Order Authorizing Non-Union Wage Adjustment - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This Order authorizes the City Manager to make a 2% pay adjustment for all non-union employees effective July 3, 2016.

Each year, budgets permitting, the City of Portland increases the wages and salaries of non-union employees by an amount generally comparable to the amount given to employees covered by collective bargaining agreements.

This order will authorize the City Manager to increase the wages and salaries of non-union employees accordingly and to implement the new pay scale.

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

**Order 251-15/16
(Tab 24)**

Order Designating Fiscal Year 2017 Funds for Specific Island Services - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

The municipal budget includes \$40,000 for use on Peaks Island in addition to the funds used to pay for direct and indirect city services. Pursuant to a request from the Peaks Island Council these funds will be used as follows in FY17:

Item A:	Transfer monies to the Portland School Department to cover the cost of extending Portland School Department issued 10-month Casco Bay Lines passes for the Peaks Island public middle and high school students to 12-month passes.	\$4,300
Item B:	Expend monies from the Parking and Transportation Fund payable to Casco Bay Lines for Island resident college students: for up to 3 monthly stickers per student @ \$82.45/sticker, not to exceed \$750.	\$750
Item C:	Issue vouchers in the amount of \$84 per voucher per student to the parents of children attending private schools off-island.	\$450
Item D:	Expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase tickets for needs-based Peaks Island Residents. To receive Needs-Based Tickets, recipients must fit defined criteria developed by the Peaks Island Council.	\$5,000
Item E:	Expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase bicycle tickets for a	\$500

	summer bike ticket program on Peaks Island.	
Item F:	Expend monies from the Parking and Transportation Fund payable to The Loretta Voyer Fund, to be used to help provide transportation for members in the community with cancer and other life-limiting diseases.	\$1,000
Item G:	ITS: a.k.a., Island "Taxi": Provide an allocation to the Island Transportation System for continued support of the only transportation service available to residents.	\$16,000
Item H:	Provide an allocation to Peaks Island Tax & Energy Assistance (PITEA) for the express purposes of assisting eligible island residents with heating costs.	\$3,150
Item I:	Provide an allocation to the Peaks Island Food Pantry for the express purposes of assisting eligible island residents with basic food needs. The Food Pantry is associated with the Brackett Memorial Church, and Brackett Memorial Church will be the actual recipient of funds designated to the Food Pantry.	\$1,150
Item J:	Provide an allocation to the City of Portland Recreation Division as a contribution towards the establishment of a Skateboard Park on Peaks Island.	\$1,000
Item K:	Provide an allocation to the Peaks Island Environmental Team (PEAT) for the purposes of printing existing two different visitor-education brochures: One pertaining to general environmental awareness, and one specifically addressing Invasive Plants on Peaks Island and efforts towards their eradication.	\$400
Item L:	Provide an allocation to the Peaks Island Council for the express purposes of designing & producing visitor-education signage for display at the mainland Casco Baylines Ferry Terminal.	\$300
Item M:	Provide an allocation to Peaks Island Council Communication Committee for the research and development of an Island Website, to include an interactive calendar of community events, links to Island organizations and businesses, and historical info.	\$2,000
Item N:	Provide an allocation to the Peaks Island Council for Administrative Expenses.	\$4,000

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

**Order 252-15/16
(Tab 25)**

Order for Fiscal Year 2017 Appropriating \$280,000 from Excess Fund - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Appropriating \$280,000 from the Casco Bay Island Transit District (CBITD) Excess Fund. Pursuant to the lease agreement between the City and CBITD, the Excess Fund, as defined in the agreement, is accumulated and held until such time as the Council may appropriate amounts for purposes outlined in the agreement. CBITD has requested \$230,000, to be used in providing a local match, for Phase 2 of the Casco Bay Island Transit District's (CBITD) ferry terminal renovations. This is permissible under the agreement as CBITD has first priority to request usage of available funds for their capital costs associated with public transportation in the City. An additional \$50,000 from the Excess Fund shall be used to fund mass transportation needs of the City. This is also permissible under the agreement as second priority for Excess Fund usage is for all other mass transportation needs and is not limited to capital expenditures.

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

RELATED ORDINANCE AMENDMENT:

Order 253-15/16 (Tab 26) Amendment to Portland City Code Re: Various Fee Increases for Fiscal Year 2017 - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Chair.

Part 1 adds the following new fee in Chapter 10 §18:

Chapter 10	Description	Current Fee	Proposed Fee
<i>Sec. 10-18</i>	Amendments:		
(c)	Tier II Hazardous Materials	NA	\$250

Part 2 amends the fees in Chapter 14 §§54, 465, 530 and 677 as follows:

Chapter 14	Description	Current Fee	Proposed Fee
<i>Sec. 14-54</i>	<i>Zone change / zone map fees:</i>		
(a) (1)	Zoning Map Amendments:	\$2,000	\$3,000
(a) (2)	Zoning Text Amendments:	\$2,000	\$3,000
(a) (3)	Combination Zoning Map and Text Amendments:	\$3,000	\$4,000
(a) (4)	Conditional Rezoning:	\$3,000	\$5,000

Chapter 14	Description	Current Fee	Proposed Fee
<i>Sec. 14-465</i>	Zoning Determination Fee:	\$150	\$250

Chapter 14	Description	Current Fee	Proposed Fee
<i>Sec. 14-530</i>	<i>Development review fees and post approval requirements:</i>		
(a)	<i>Development Review Fees:</i>		
(a) (4)	<i>Site Plan Review Expenses:</i>		
(a) (4) (d)	<i>Level III: Site Plan</i>		
(a) (4) (d) (i)	Level III Site Plan Review Under	\$500	\$750

	50,000 SF:		
(a) (4) (i)	<i>Fee for Development Review Services</i>		
(a) (4) (i) (i)	Planning fee per hour	\$40	\$50
(a) (4) (j)	<i>State Delegated Review Fees</i>		
(a) (4) (j) (i)	Site Location of Development, except for residential projects which will be \$200 per lot.	\$3,000	\$3,500
(a) (4) (j) (ii)	Traffic Movement Permit:	\$1,000	\$1,500
(a) (4) (l)	<i>Inspection Fees, as required in Section 14-530 (b) (5)</i>		
(a) (4) (l) (i)	Level I: Site Alteration, Level II and Level III: 2% of the performance guarantee or as assessed by Planning or Public Works Engineer (...at \$) an hours with minimum inspection fee of \$300 Level I: Minor Residential Inspection Fee \$100 (flat fee).	\$45	\$50

Chapter 14	Description	Current Fee	Proposed Fee
<i>Sec. 14-677</i>	<i>Costs:</i>		
<i>(a)</i>	<i>Project Review</i>		
(a) (1)	Administrative Review:	\$50	\$65
(a) (2)	Historical Preservation board review	\$100	\$125

Part 3 amends the Sewer user charge.

The proposed sewer rate for January 1, 2017 is \$9.35 per hundred cubic feet.

For the average 2-person household (estimated usage 4.3 HCF per month) this is an increase of \$20.64 annually from the 2016 rates.

Part 4 amends the street opening excavator license fee from \$500 annually to \$1,000 annually.

Chapter 25 §133	Description	Current Fee	Proposed Fee
25 §133 (b)	Excavations during winter:	\$500	\$1,000

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

APPROPRIATION RESOLVE:

Order 254-15/16 (Tab 27) Fiscal Year 2016-2017 Appropriation Resolve - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This item brings forward the Appropriation Resolve for FY2017 for action by the City Council.

The Resolve contains the Finance Committee's recommended budget for FY2017 for general municipal purposes in the amount of \$236,271,786. In addition it contains the Finance Committee's recommended budget for FY2017 for school purposes.

The Finance Committee reviewed the Board of Education's recommended budget on April 7, 2016, by a vote of 3-0 recommended support for certain amendments and a final budget amount of \$103,602,884.

The tax levy based upon the Finance Committee's recommended School Budget and City Manager's amended budget recommendations and for municipal purposes is \$83,952,883 and \$80,331,376 for school purposes. This would result in a combined tax levy of \$164,284,259 for FY 2017. The tax rate based on the combined levies would be \$21.12 per \$1,000 of assessed value, a 2.4% increase.

The Appropriation Resolve also directs the Assessor of Taxes to assess a tax upon all real and personal property liable to be taxed as of April 1, 2016 and sets September 9, 2016, as the tax due date, which may be paid in two installments due on September 9, 2016, and March 10, 2017.

The delinquency rate of interest is set at 7.0% per year, and the abatement rate of interest is set at 3.0% per year.

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

COMMUNICATIONS:

RESOLUTIONS:

BREAK FOR DINNER:

7:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

UNFINISHED BUSINESS:

AMENDMENTS:

LICENSE RENEWALS:

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
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ROLL CALL:

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APPROVAL OF MINUTES OF PREVIOUS MEETING:

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(Tab 3) Festival – Sponsored by Jon P. Jennings City Manager.

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A Beer Garden will be located on the grass, south-east corner of the park.

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Pursuant to the Agreement, the airlines share in the cost of improving and running the airport through the Cost Centers for the Terminal and the Airfield. These costs are set annually through the rates and charges meeting with the Signatory Airlines held in the fall.

The new agreement includes the following changes:

- The term will be for five years through May 18, 2021.
- The prior agreement had significant language around the approval, timing, and cost of the terminal expansion which is no longer applicable and has been removed.
- The new agreement provides for a new "Class" of signatory carrier with half the annual landed weight requirement. This new Class will pay 1.125 times the signatory landing fee rate, while a non-signatory carrier will pay 1.25 times the signatory landing fee rate. This incentivizes carriers with limited capacity to become a Signatory at the Jetport.

Five affirmative votes are required for passage after public comment.

**Order 241-15/16
(Tab 8)**

**Order Approving Lease with Bay Ferries Limited Re: Ocean Gateway
- Sponsored by the Economic Development Committee, Councilor
David Brenerman, Chair.**

Nova Scotia officials selected Bay Ferries Limited to provide ferry service to and from Yarmouth, Nova Scotia and Portland, Maine. Under direction of the City Council, City staff negotiated with Bay Ferries a proposed lease effective June 1, 2016 through October 15, 2017, with an option to renew for one additional year at City's sole discretion.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

PUBLIC COMMENT WILL BE TAKEN ON ALL SCHOOL BUDGET ORDERS.

**Order 228-15/16
(Tab 10)**

Order Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Portland Schools for FY2017 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Order 228-15/16 to 233-15/16 are orders required by State law 20-A M.R.S.A. §15690 in order to comply with what is known as LD1, a set of state laws passed to control increases in property taxes.

This order provides \$79,013,267 as the amount determined by state law to be the minimum amount the city must appropriate in order to receive the full amount of state funding under the Essential Programs and Services Funding Act.

This requires the city to raise \$63,109,880 as the city's contribution to the total cost of funding public education from K-12 as described in the EPS law. The City's Tax levy for the total for school budget programs of \$103,602,884 will be \$80,331,376.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 229-15/16
(Tab 11)**

Order Approving Non-State Funded School Construction Debt Service for Portland Schools for FY2017 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Non-state funded debt service is the amount of money needed for the annual payments on the City's long-term debt for major capital school construction projects and portions of school construction projects that are not approved for state funding. The bonding of this long-term debt was previously approved by the voters or the City Council.

This order appropriates \$572,216 for the annual payments on debt service previously approved by the voters or the City Council for non-state (local-only) funded school construction projects. The state no longer includes minor capital projects in this calculation.

The \$572,216 is in addition to the funds appropriated as the EPS required local share (amount of the city's contribution to the total cost of funding public education from kindergarten to grade 12).

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 230-15/16
(Tab 12)**

Order Raising and Appropriating Additional Local Funds for Portland Schools for FY2017– Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order appropriates \$15,758,040 in additional city funds over and above regional EPS amount and the non-state funded debt service amount.

This exceeds the EPS funding model by \$16,331,256 and funds the cost of city schools, Kindergarten-12, which are not covered by the state funding model established by the Essential Programs and Services Funding Act.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 231-15/16
(Tab 13)**

Order Approving Total School Operating Budget for Portland Schools for FY2017– Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair.

This order is required by 20-A M.R.S.A. §15690(4)(A). It sets the School Budget required by state law. The total amount recommended for that budget is \$98,155,645.

That is the amount in the budget that under state law will be sent to the voters for approval at a citywide Referendum Election on May 10, 2016. \$79,013,267 of the \$98,155,645 would come from property taxes, \$15,556,722 would come from state subsidy, and \$3,435,657 from other revenues.

This order does not provide money unless the other General Fund budget orders are passed.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 232-15/16
(Tab 14)**

Order Appropriating and Raising Funds for Adult Education for FY 2017 as Required by the Maine Revised Statutes, Title 20-A M.R.S.A. §8603-A(1) – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair.

This order raises \$1,149,033 to support the Adult Education program and appropriates a budget for that program of \$1,807,713.

The budgets for the Adult Education Program and for the Food Service Program in the next Order, are in addition to the \$98,155,645 proposed for the General Fund School Budget that must be submitted to the voters.

Under the City Charter, the Council must act on this school funding order, which is not part of the General Fund budget.

When the amounts for the Adult Education Program and the Food Service Program are added to the proposed General Fund School Budget, it leads to a total for FY2017 school budget programs of \$103,602,844.

The total school budget will come before the Council for approval as part of the annual Appropriation Resolve on May 16th, if the voters approve the General Fund School Budget submitted to them on May 10th.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 233-15/16
(Tab 15)**

Order to Raise Local Funds for Food Service in the Portland Public Schools for FY 2017 – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair.

This order raises \$169,076 to support the Food Service Budget. The total proposed Food Service Program is \$3,639,526, which is in addition to the General Fund School Budget.

Under the City Charter, the Council must act on this school funding order which is not part of the General Fund budget.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

**Order 233-A 15/16
(Tab 15)**

Order Authorizing the Disposition of Any Additional State Subsidy Received for Portland Schools in Fiscal Year 2017 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Public Law Chapter 463 passed in the Maine Legislature as an emergency on April 13, 2016. The new law addresses the issue of additional school subsidies provided by the State to municipalities following a local school budget referendum. It makes clear that, if this order is approved, an additional subsidy for school purposes received from the State may be spent without requiring a second school budget referendum. This order still specifies, however, that the City Council will need to approve the spending of that additional subsidy.

The school referendum details, posted in every city polling place at the school budget referendum, will also reference this law, should the Council approve this order.

This item must be read on two separate days. It was given a first reading on April 25, 2016. Five affirmative votes are required for passage after public comment.

PUBLIC COMMENT WILL BE TAKEN ON ALL MUNICIPAL BUDGET ORDERS.

**Order 243-15/16
(Tab 16)**

Order Approving Fiscal Year 2017 Administrative Fees in Various Departments – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order authorizes certain administrative charges.

The increases and new fees are located in the following departments and / or divisions: **Parking:** Elm Street & Spring Street Garage (Garage Monthly & Hourly Parking) and Angelo’s Acre Daily Parking; **Public Works:** Street Opening Permits and Permanent Pavement Restoration Fees; **Parks Recreation and Facilities:** Ice Arena Skate Sharpening Fees and Recreation’s Community Center Rental Fees.

Five affirmative votes are required for passage. Staff is recommending that this item be postponed to the City Council meeting of May 16 to coincide with consideration of the Appropriation Resolve.

**Order 244-15/16
(Tab 17)**

Order Authorizing City Manager to Enter into Certain Agreements to Implement the Fiscal Year 2017 Human Resources and Certain Fringe Benefits Budgets – Sponsored by the Finance Committee, Councilor Nicholas M Mavodones, Jr., Chair.

This order authorizes the City Manager to enter into standard agreements and amendments to standard agreements with providers of services for the fiscal year 2017 in order to implement portions of human resources, medical, workers’ compensation, and liability budgets.

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

**Order 245-15/16
(Tab 18)**

Order Re: Self-Insured Liability Program – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order establishes the limit of the city’s liability as \$400,000 as required by the Maine Tort Claims Act and states the city’s commitment to “self-insure” for such liability by approving funds for this purpose.

Five affirmative votes are required for passage. Staff is recommending that this item be postponed to the City Council meeting of May 16 to coincide with consideration of the Appropriation Resolve.

**Order 246-15/16
(Tab 19)**

Order Authorizing the Director of Parks, Recreation and Facilities Management to Set Fees and Enter Rental Agreements for City Facilities – Sponsored by Jon P. Jennings, City Manager.

Staff has historically set fees and signed rental agreements for City facilities such as Merrill Auditorium, the Portland Exposition Building and Ocean Gateway. These facilities host 100s of events on an annual basis and while many events are similar in nature, all are also somewhat unique and require different staffing levels and services, and are therefore priced accordingly. The City's legal department has created a standard rental agreement. Any changes to the terms of standard agreement, other than pricing, are reviewed by legal prior to being changed. This order would authorize the Director or her/his designee to continue to sign such agreements and reaffirm this long-standing practice.

Also these venues and others, such as the Riverside Golf Course, Riverside Grill and Troubh Ice Arena are run in a business-like manner and need the flexibility to be able to offer specials and adjust pricing based on market conditions. This order will further reaffirm the practice of these fees being set administratively.

Five affirmative votes are required for passage after public comment.

**Order 247-15/16
(Tab 20)**

Order Authorizing City Manager to Enter into Certain Agreements to Implement Fiscal Year 2017 Health and Human Services Budget - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order authorizes the City Manager to enter into standard agreements and amendments to those standard agreements to receive reimbursement for services by the Health and Human Services Department.

In addition, the City enters into agreements with service providers and landlords to provide services for department programs.

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

**Order 248-15/16
(Tab 21)**

Order Authorizing City Manager to Accept Scholarship Trust Donations and Enter into Trust Agreements - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This order authorizes the City Manager to accept donations for existing and new scholarship trusts and enter into standard form trust agreements as approved by Corporation Counsel.

Five affirmative votes are required for passage. Staff is recommending that this item be postponed to the City Council meeting of May 16 to coincide with consideration of the Appropriation Resolve.

**Order 249-15/16
(Tab 22)**

Order Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This item will give Corporation Counsel a standing authorization to undertake civil actions to collect any delinquent personal property taxes that arise during the course of the fiscal year. Otherwise it would be necessary for the City Council to specifically authorize each individual legal action. This general authorization will take the place of the case by case approach.

Five affirmative votes are required for passage. Staff is recommending that this item be postponed to the City Council meeting of May 16 to coincide with consideration of the Appropriation Resolve.

**Order 250-15/16
(Tab 23)**

Order Authorizing Non-Union Wage Adjustment - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This Order authorizes the City Manager to make a 2% pay adjustment for all non-union employees effective July 3, 2016.

Each year, budgets permitting, the City of Portland increases the wages and salaries of non-union employees by an amount generally comparable to the amount given to employees covered by collective bargaining agreements.

This order will authorize the City Manager to increase the wages and salaries of non-union employees accordingly and to implement the new pay scale.

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

**Order 251-15/16
(Tab 24)**

Order Designating Fiscal Year 2017 Funds for Specific Island Services - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

The municipal budget includes \$40,000 for use on Peaks Island in addition to the funds used to pay for direct and indirect city services. Pursuant to a request from the Peaks Island Council these funds will be used as follows in FY17:

Item A:	Transfer monies to the Portland School Department to cover the cost of extending Portland School Department issued 10-month Casco Bay Lines passes for the Peaks Island public middle and high school students to 12-month passes.	\$4,300
Item B:	Expend monies from the Parking and Transportation Fund payable to Casco Bay Lines for Island resident college students: for up to 3 monthly stickers per student @ \$82.45/sticker, not to exceed \$750.	\$750
Item C:	Issue vouchers in the amount of \$84 per voucher per student to the parents of children attending private schools off-island.	\$450
Item D:	Expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase tickets for needs-based Peaks Island Residents. To receive Needs-Based Tickets, recipients must fit defined criteria developed by the Peaks Island Council.	\$5,000
Item E:	Expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase bicycle tickets for a	\$500

	summer bike ticket program on Peaks Island.	
Item F:	Expend monies from the Parking and Transportation Fund payable to The Loretta Voyer Fund, to be used to help provide transportation for members in the community with cancer and other life-limiting diseases.	\$1,000
Item G:	ITS: a.k.a., Island "Taxi": Provide an allocation to the Island Transportation System for continued support of the only transportation service available to residents.	\$16,000
Item H:	Provide an allocation to Peaks Island Tax & Energy Assistance (PITEA) for the express purposes of assisting eligible island residents with heating costs.	\$3,150
Item I:	Provide an allocation to the Peaks Island Food Pantry for the express purposes of assisting eligible island residents with basic food needs. The Food Pantry is associated with the Brackett Memorial Church, and Brackett Memorial Church will be the actual recipient of funds designated to the Food Pantry.	\$1,150
Item J:	Provide an allocation to the City of Portland Recreation Division as a contribution towards the establishment of a Skateboard Park on Peaks Island.	\$1,000
Item K:	Provide an allocation to the Peaks Island Environmental Team (PEAT) for the purposes of printing existing two different visitor-education brochures: One pertaining to general environmental awareness, and one specifically addressing Invasive Plants on Peaks Island and efforts towards their eradication.	\$400
Item L:	Provide an allocation to the Peaks Island Council for the express purposes of designing & producing visitor-education signage for display at the mainland Casco Baylines Ferry Terminal.	\$300
Item M:	Provide an allocation to Peaks Island Council Communication Committee for the research and development of an Island Website, to include an interactive calendar of community events, links to Island organizations and businesses, and historical info.	\$2,000
Item N:	Provide an allocation to the Peaks Island Council for Administrative Expenses.	\$4,000

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

**Order 252-15/16
(Tab 25)**

Order for Fiscal Year 2017 Appropriating \$280,000 from Excess Fund - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Appropriating \$280,000 from the Casco Bay Island Transit District (CBITD) Excess Fund. Pursuant to the lease agreement between the City and CBITD, the Excess Fund, as defined in the agreement, is accumulated and held until such time as the Council may appropriate amounts for purposes outlined in the agreement. CBITD has requested \$230,000, to be used in providing a local match, for Phase 2 of the Casco Bay Island Transit District's (CBITD) ferry terminal renovations. This is permissible under the agreement as CBITD has first priority to request usage of available funds for their capital costs associated with public transportation in the City. An additional \$50,000 from the Excess Fund shall be used to fund mass transportation needs of the City. This is also permissible under the agreement as second priority for Excess Fund usage is for all other mass transportation needs and is not limited to capital expenditures.

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

RELATED ORDINANCE AMENDMENT:

Order 253-15/16 (Tab 26) Amendment to Portland City Code Re: Various Fee Increases for Fiscal Year 2017 - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Chair.

Part 1 adds the following new fee in Chapter 10 §18:

Chapter 10	Description	Current Fee	Proposed Fee
<i>Sec. 10-18</i>	Amendments:		
(c)	Tier II Hazardous Materials	NA	\$250

Part 2 amends the fees in Chapter 14 §§54, 465, 530 and 677 as follows:

Chapter 14	Description	Current Fee	Proposed Fee
<i>Sec. 14-54</i>	<i>Zone change / zone map fees:</i>		
(a) (1)	Zoning Map Amendments:	\$2,000	\$3,000
(a) (2)	Zoning Text Amendments:	\$2,000	\$3,000
(a) (3)	Combination Zoning Map and Text Amendments:	\$3,000	\$4,000
(a) (4)	Conditional Rezoning:	\$3,000	\$5,000

Chapter 14	Description	Current Fee	Proposed Fee
<i>Sec. 14-465</i>	Zoning Determination Fee:	\$150	\$250

Chapter 14	Description	Current Fee	Proposed Fee
<i>Sec. 14-530</i>	<i>Development review fees and post approval requirements:</i>		
(a)	<i>Development Review Fees:</i>		
(a) (4)	<i>Site Plan Review Expenses:</i>		
(a) (4) (d)	<i>Level III: Site Plan</i>		
(a) (4) (d) (i)	Level III Site Plan Review Under	\$500	\$750

	50,000 SF:		
(a) (4) (i)	<i>Fee for Development Review Services</i>		
(a) (4) (i) (i)	Planning fee per hour	\$40	\$50
(a) (4) (j)	<i>State Delegated Review Fees</i>		
(a) (4) (j) (i)	Site Location of Development, except for residential projects which will be \$200 per lot.	\$3,000	\$3,500
(a) (4) (j) (ii)	Traffic Movement Permit:	\$1,000	\$1,500
(a) (4) (l)	<i>Inspection Fees, as required in Section 14-530 (b) (5)</i>		
(a) (4) (l) (i)	Level I: Site Alteration, Level II and Level III: 2% of the performance guarantee or as assessed by Planning or Public Works Engineer (...at \$) an hours with minimum inspection fee of \$300 Level I: Minor Residential Inspection Fee \$100 (flat fee).	\$45	\$50

Chapter 14	Description	Current Fee	Proposed Fee
<i>Sec. 14-677</i>	<i>Costs:</i>		
<i>(a)</i>	<i>Project Review</i>		
(a) (1)	Administrative Review:	\$50	\$65
(a) (2)	Historical Preservation board review	\$100	\$125

Part 3 amends the Sewer user charge.

The proposed sewer rate for January 1, 2017 is \$9.35 per hundred cubic feet.

For the average 2-person household (estimated usage 4.3 HCF per month) this is an increase of \$20.64 annually from the 2016 rates.

Part 4 amends the street opening excavator license fee from \$500 annually to \$1,000 annually.

Chapter 25 §133	Description	Current Fee	Proposed Fee
25 §133 (b)	Excavations during winter:	\$500	\$1,000

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

APPROPRIATION RESOLVE:

Order 254-15/16 (Tab 27) Fiscal Year 2016-2017 Appropriation Resolve - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This item brings forward the Appropriation Resolve for FY2017 for action by the City Council.

The Resolve contains the Finance Committee's recommended budget for FY2017 for general municipal purposes in the amount of \$236,271,786. In addition it contains the Finance Committee's recommended budget for FY2017 for school purposes.

The Finance Committee reviewed the Board of Education's recommended budget on April 7, 2016, by a vote of 3-0 recommended support for certain amendments and a final budget amount of \$103,602,884.

The tax levy based upon the Finance Committee's recommended School Budget and City Manager's amended budget recommendations and for municipal purposes is \$83,952,883 and \$80,331,376 for school purposes. This would result in a combined tax levy of \$164,284,259 for FY 2017. The tax rate based on the combined levies would be \$21.12 per \$1,000 of assessed value, a 2.4% increase.

The Appropriation Resolve also directs the Assessor of Taxes to assess a tax upon all real and personal property liable to be taxed as of April 1, 2016 and sets September 9, 2016, as the tax due date, which may be paid in two installments due on September 9, 2016, and March 10, 2017.

The delinquency rate of interest is set at 7.0% per year, and the abatement rate of interest is set at 3.0% per year.

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

COMMUNICATIONS:

RESOLUTIONS:

BREAK FOR DINNER:

7:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

UNFINISHED BUSINESS:

AMENDMENTS:

LICENSE RENEWALS:

Tab 1 5-2-16

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ROLL CALL: Mayor Strimling called the meeting to order at 5:00 P.M. (Hinck and Thibodeau arrived after the roll call.)

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Ray and seconded by Councilor Brenerman to approve the minutes of April 4, 2016 Regular City Council meeting. Passage 9-0.

PROCLAMATIONS:

Proc 25-15/16 Proclamation Honoring Derek S. Pierce – Sponsored by Mayor Ethan K. Strimling.

Proc 26-15/16 Proclamation Proclaiming National Telecommunicators Week April 10-16, 2016 - Sponsored by Mayor Ethan K. Strimling.

APPOINTMENTS:

MAYOR'S BUDGET COMMENTS:

Mayor Ethan K. Strimling will present his comments on the FY17 municipal budget as required in the City Charter.

CONSENT ITEMS:

Motion was made by Councilor Mavodones and seconded by Councilor Duson to separate all orders. Passage 9-0.

Order 208-15/16 Order Declaring May 1, 2016 through October 31, 2016 as the In the Square Festival – Sponsored by Jon P. Jennings, City Manager.

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

Order 209-15/16 Order Declaring the Portland Rugby Football Club - Pig Roast Fundraiser 2016 as a Festival – Sponsored by Jon P. Jennings, City Manager.

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

Order 210-15/16 Order Declaring May 13 and 14, 2016 as the Rappel for Rippleffect Festival – Sponsored by Jon P. Jennings, City Manager.

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

Order 211-15/16 Order Declaring June 12, 2016 as the Old Port Festival – Sponsored by Jon P. Jennings, City Manager.

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

Order 212-15/16 Order Declaring July 8, 2016 Old Port Lobster Bake and the July 9, 2016 Shipyard Old Port Half Marathon and 5K Road Race as Festivals – Sponsored by Jon P. Jennings, City Manager.

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

Order 213-15/16 Order Declaring Saturday, August 6, 2016 as Picnic Music & Arts Festival, a Festival of Music, Crafts and Local Food – Sponsored by Jon P. Jennings, City Manager.

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

Order 214-15/16 Order Declaring August 14, 2016 as the B. Good Party Festival - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Duson and seconded by Councilor Duson to postpone indefinitely. Motion failed 4-5 (Costa, Ray, Thibodeau, Suslovic, Strimling).

Motion was made by Councilor Suslovic and seconded by Councilor Duson for passage. Motion failed 2-6 (Thibodeau, Strimling)(Costa out).

LICENSES:

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Order 215-15/16 Order Granting Municipal Officers' Approval of Maria's Restaurant. Application to add Entertainment without Dance at 337 Cumberland Ave. – Sponsored by Katherine L. Jones, City Clerk.

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

Order 216-15/16 Order Granting Municipal Officers' Approval of Sea Salt Market LLC d/b/a Piccolo. Application for a Class I FSE License at 111 Middle Street – Sponsored by Katherine L. Jones, City Clerk.

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

Order 217-15/16 Order Granting Municipal Officers' Approval of P.E.D. Enterprises Inc. d/b/a Dry Dock Restaurant & Tavern. Application for a Class XI Restaurant/Lounge License with Outdoor Dining on Private Property at 84 Commercial Street – Sponsored by Katherine L. Jones, City Clerk.

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

Motion was made by Councilor Costa and seconded by Councilor Ray to reconsider the vote on the motion.

Motion was made by Councilor Hinck and seconded by councilor Ray to amend Order 217 by deleting P.E.D Enterprises and add Dry Dock LLC. Passage 9-0.

Order 218-15/16 Order Granting Municipal Officers' Approval Muse Paintbar LLC d/b/a Muse Paintbar. Application for a Class III & IV (Wine & Beer) License at 245 Commercial Street – Sponsored by Katherine L. Jones, City Clerk.

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

Order 219-15/16 Order Granting Municipal Officers' Approval of Local Food 1, LLC d/b/a B. Good Restaurant at 15 Exchange St. Application to Expand Existing Alcohol Service Area on August 14, 2016 for B Good Block Party Festival – Sponsored by Katherine L. Jones, City Clerk.

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Motion was made by Councilor Mavodones and seconded by Councilor Suslovic to postpone Order 219 indefinitely. Motion failed 4-5(Hinck,Costa, Ray, Thibodeau, Strimling).

Motion was made by Councilor Duson and seconded by Councilor Hinck for passage.

Motion was made by Councilor Brenerman and seconded by Councilor Thibodeau to postpone Order 219 until the second Meeting in May. Passage 9-0.

COMMUNICATIONS:

RESOLUTIONS:

**Resolve 8-15/16 Resolution to Restrict Travel to States with Discriminatory Laws
– Sponsored by Mayor Ethan K. Strimling, Co-sponsored by Councilor Belinda S. Ray, Councilor Spencer Thibodeau, Councilor Edward J. Suslovic, Councilor Justin Costa, Councilor David Brenerman, Councilor Jill C. Duson, Councilor Jon Hinck, and Councilor Nicholas M. Mavodones, Jr.**

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

UNFINISHED BUSINESS:

Order 201-15/16 Order Approving the Purchase of a Street Lamp Sculpture by Aaron Stephan for Installation at Woodfords Corner and Adding This Work to the City's Public Art Collection – Sponsored by Lin Lisberger, Chair of the Portland Public Art Committee.

Motion was made by Councilor Costa and seconded by Councilor Duson to postpone Order 201 to the June 6th, 2016 meeting. Passage 9-0.

Order 203-15/16 Order Approving Two-Party Agreement Between the City of Portland and the Maine Department of Transportation Re: Danforth Street - Sponsored by Jon P. Jennings, City Manager. This item was given first reading on April 4, 2016.

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

ORDERS:

Order 220-15/16 Order Approving the Lease to Tiqa Café LLC for the Deering Oaks Castle Building and Adjacent Property at Deering Oaks Park – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Brenerman and seconded by Councilor Costa to pass Order 220 as an emergency. Passage 9-0.

Order 221-15/16 Order Granting Municipal Officers' Approval of Tiqa Café LLC d/b/a Tiqa Café. Application for a Class III & IV (Wine & Beer) License with Entertainment without Dance and Outdoor Dining on Public Property at Deering Oaks Castle at 356 State Street – Sponsored by Katherine L. Jones, City Clerk.

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

Order 222-15/16 Order Accepting a Public Pedestrian Easement for Public Sidewalk from 22-28 Tate Street, LLC – Sponsored by the Planning Board, Beth Boepple, Chair.

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

Order 223-15/16 Order Accepting a Leadership in Community Resilience Grant from National League of Cities – Sponsored by Councilor Jon Hinck.

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

Order 224-15/16 Order Approving the Right-of-entry Agreement between the Department of the Army and the City for Work to Improve Safety at Fort Gorges – Sponsored by Jon P. Jennings, City Manager.

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

Order 225-15/16 Order Approving Change in Sidewalk Material Policy from Brick to Concrete for Kennebec Street from Forest Avenue to Hanover Street – Sponsored by Jon P. Jennings, City Manager.

IN COUNCIL SPECIAL MEETING APRIL 25, 2016 VOL. 132 PAGE 101

Motion was made by Councilor Suslovic and seconded by Councilor Ray for passage. Passage 8-1,(Thibodeau).

Order 226-15/16 Order Granting Licenses Re: Midtown Development – Sponsored by Jon P. Jennings, City Manager.

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

Order 227-15/16 Order Referring the Issue of Increasing the Legal Age for the Purchase of Tobacco Products to the Health and Human Services Committee – Sponsored by Mayor Ethan K. Strimling and Councilor Edward J. Suslovic.

Motion was made by Councilor Suslovic and seconded by Councilor Duson to refer Order 227 back to the Health and Human Services Committee. Passage 9-0.

BREAK FOR DINNER:

7:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

FY 17 BUDGET ITEMS: PUBLIC HEARING

PUBLIC COMMENT WILL BE TAKEN AT THIS COUNCIL MEETING ON ALL SCHOOL BUDGET ORDERS. COUNCIL ACTION ON THE SCHOOL BUDGET WILL TAKE PLACE ON MAY 2, 2016, AT 5:00 P.M. THE PUBLIC REFERENDUM ON THE SCHOOL BUDGET WILL BE HELD ON TUESDAY, MAY 10, 2016.

Order 228-15/16 Order Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Portland Schools for FY2017 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This is its first reading.

Order 229-15/16 Order Approving Non-State Funded School Construction Debt Service for Portland Schools for FY2017 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This is its first reading.

Order 230-15/16 Order Raising and Appropriating Additional Local Funds for Portland

**Schools for FY2017– Sponsored by the Finance Committee, Councilor
Nicholas M. Mavodones, Jr., Chair.**

This is its first reading.

- Order 231-15/16 Order Approving Total School Operating Budget for Portland Schools
for FY2017– Sponsored by the Finance Committee, Nicholas M.
Mavodones, Jr., Chair.**

This is its first reading.

- Order 232-15/16 Order Appropriating and Raising Funds for Adult Education for
FY 2017 as Required by the Maine Revised Statutes, Title 20-A
M.R.S.A. §8603-A(1) – Sponsored by the Finance Committee, Nicholas
M. Mavodones, Jr., Chair.**

This is its first reading.

- Order 233-15/16 Order to Raise Local Funds for Food Service in the Portland Public
Schools for FY 2017 – Sponsored by the Finance Committee, Nicholas
M. Mavodones, Jr., Chair.**

This is its first reading.

Motion was made by councilor Mavodones and seconded by Councilor Ray
to take up an un-agenda item. Passage 8-0 (Duson out).

- Order 233-A 15/16 Order Authorizing the Disposition of any additional State subsidy
received for Portland Schools in FY 017.**

This is its first reading.

UNFINISHED BUSINESS: (continued)

- Order 204-15/16 Order Authorizing General Obligation Bonds to Finance a Portion
of the City's 2017 Capital Improvement Program in an Amount not to
Exceed \$26,369,854 and Reallocating \$778,191 from Prior CIP Bonds-
Sponsored by the Finance Committee, Councilor Nicholas M.
Mavodones, Jr., Chair. This item was given first reading on April 4,
2016.**

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

Order 205-15/16 Order Appropriating bond Proceeds and TIF Funds in an Amount not to Exceed \$27,548,045 for the City's FY 17 Capital Improvement Program and Other CIP Projects- Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr. Chair.

Motion was made by Councilor Costa and seconded by Councilor Ray for passage of Order 205. Passage 9-0.

IN COUNCIL SPECIAL MEETING APRIL 25, 2016 VOL. 132 PAGE 103

Order 206-15/16 Order Establishing \$2,084,960 of School Capital Improvement Reserve – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair. This item was given first reading on April 4, 2016.

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

Orders: (continued)

Order 234-15/16 Order Appropriating \$500,000 of Surplus School CIP Funds – - Sponsored by Councilor Nicholas M. Mavodones, Jr. Chair.

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

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

Order 235-15/16 Order Accepting and Appropriating \$400,000 for the Renovation of the Peaks Island Community Center and Branch Library and Renaming It the Kennedy & Carter Family Community Center and Branch Library – Sponsored by Jon P. Jennings, City Manager.

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

Motion was made by Councilor Suslovic and seconded by Councilor Thibodeau to adjourn. Passage 9-0, 7:50 P.M.

A TRUE COPY.

Katherine L. Jones, City Clerk

*Doc 27-15/16
Tab 2 5-2-16*

PROCLAMATION

HONORING

OFFICER JONATHAN LACKEE

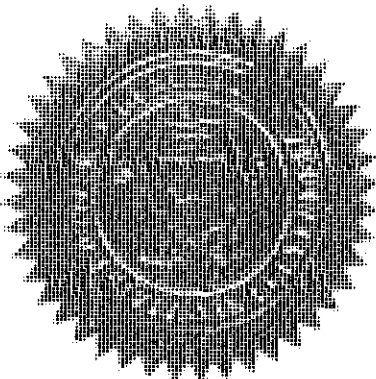
- WHEREAS,** **Officer Lackee** joined the Portland Police department in 2013 and holds an Associates Degree in Criminology with a background in security; and
- WHEREAS,** **Officer Lackee** is recognized by his supervisors for his proactive approach to self-initiating drug activity surveillance and coordination with the Maine Drug Enforcement Agency; and
- WHEREAS,** **Officer Lackee's** proven history of success in drug seizures and arrests is invaluable to the department and the health and safety of our community; and
- WHEREAS,** **Officer Lackee** is commended for his exemplary performance and clear commitment to a higher standard of public service and public safety.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Ethan K. Strimling, Mayor of the City of Portland, Maine, and the members of the Portland City Council do hereby proclaim honor and recognition to Officer Jonathan Lackee as Officer of the Month for March 2016

Signed and sealed this 2nd day of May 2016



**Ethan K. Strimling, Mayor
City of Portland, Maine**



*Order 236-15/16
Tab 3 5-2-16*

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 DECLARING
LINCOLN PARK SUMMER CONCERT SERIES 2016
AS A FESTIVAL**

ORDERED, that Wednesdays in July and August 2016 are hereby declared to be the Lincoln Park Summer Concert Series Festival, sponsored by Jack Murray; and

BE IT FURTHER ORDERED, that the Lincoln Park Summer Concert Series Festival area shall be Lincoln Park, adjoining sidewalks, four to 10 parking spaces on Federal Street beside the park and the Food Truck parking spaces on Congress Street beside the park; and

BE IT FURTHER ORDERED, that vehicles in violation of the "no parking" signs in the Festival Area shall be towed at owner's expense; and

BE IT FURTHER ORDERED, that the Lincoln Park Summer Concert Series Festival area shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to Jack Murray under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. Jack Murray shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per occurrence for personal or bodily injury, death or property damage and covering the obligation of indemnification hereunder. Jack Murray shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;
2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival area, except in an enclosed Beer and Wine Garden for people 21-years-old and older, to be run by Jack Murray, with Portland Public Assembly Staff at the entrance and exit gates. A liquor license from the State of Maine is required for the festival organizer;

3. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in an operating agreement issued from the Public Assembly Office shall be adhered to;
4. Jack Murray shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the Lincoln Park Summer Concert Series Festival;
5. Jack Murray will be solely responsible for trash cleanup and shall leave a Park Security Deposit on file at the Public Works Department;
6. Expenses incurred by City Departments for assisting at Lincoln Park Summer Concert Series Festival events shall be paid by Jack Murray, including Police Department and Public Assembly Office staff time, reserved parking fees, the park security deposit and sound security deposit;
7. In addition, the City Clerk's Office shall charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival to those vendors that Jack Murray has agreed shall participate; and

BE IT FURTHER ORDERED, that the City Manager is authorized to waive fees and to issue such other temporary licenses, including licenses for food service establishments, as may be required by the City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.



TO: Jon Jennings, City Manager
FROM: Robert Leeman, Acting Director of Public Works
DATE: April 15, 2016
RE: Council Agenda Item – Lincoln Park Summer Concert Series

I am requesting that the following order be placed on the next City Council agenda (May 2):

**Order declaring Wednesdays in July & August, 2016, as the Lincoln Park Summer Concert Series,
to be held at Lincoln Park, designated as a festival.**

Promoter and organizer Jack Murray, has proposed hosting a concert series at Lincoln Park this summer, specifically on Wednesday evenings, July & August 2016. Concerts would be free and open to the public. Time frame for music would be 5-8pm (with sound check starting at 4:30pm). (Portland Downtown has decided not to hold their summer concert series this year at Monument Square, so this outdoor concert series in the downtown area would take its place.) The genre/style of music would consist mainly of rock, folk, jazz and blues.

A portable stage would be set up in the north-east corner of the park (PA speakers facing south-west, towards the Pearl Street/Federal Street intersection). Power to come from a generator. Food Trucks would park on Congress Street (Food Truck parking spaces). A beer garden would be set up on the grass area (south-east corner of the park). Audience would stand (or be seated) from the fountain, west to the Pearl Street side of the park. 4-10 reserved parking spaces would be needed on Federal Street, beside the park. Expected attendance would depend on caliber of the bands, weather, etc., but average attendance is expected to be between 300 – 1000 people, with a majority of those attending being downtown workers.

The organizer met with city staff and Friends of Lincoln Park, and have their endorsement to move forward getting city council approval. The Cumberland County Courthouse has also been notified of the possible concert series. Organizer will work closely with city (and courthouse staff) to ensure there is minimal impact to area businesses and courthouse operations.

Since the concerts are free to the public, to offset production costs, organizer asks permission to sell beer and wine at the concert series (non-profit sponsor is to be the Friends of Lincoln Park). Beer Garden located on the grass, south-east corner of the park. Beer Garden to be 21+ only, with PAF (city Staff) overseeing the entrance/exit gates. Organizer will obtain the necessary license from the state/city for serving beer & wine, as well as other licenses from the city for live music, refreshments and other aspects of the concert series.

Since this is a new event, the Police Dept. is recommending the hiring of 2 police officers for the first concert, to be reviewed following the concert to determine if officers are needed for subsequent shows.



The Festival zone is to be Lincoln Park, the adjoining sidewalks, 4-10 parking spaces on Federal Street beside the park, and the Food Truck parking spaces on Congress Street beside the park. This Festival area will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of the Lincoln Park Summer Concert Series organizers, for the purpose of conducting the Festival, subject to the direction and control of the City Manager.

Vehicles in violation of the "No Parking" signs in the Festival

Zone shall be towed (at owner's expense).

Also, the City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to the Lincoln Park Summer Concert Series organizers for the use of the above-described area for said Festival subject to the following conditions:

- Jack Murray / the Lincoln Park Summer Concert Series organizers shall indemnify the city and hold it harmless from and against all claims arising out of activities during said events, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the Lincoln Park Summer Concert Series and its activities and the City be endorsed on the policy,
- Under no circumstances may alcoholic beverages be sold/served on the streets or public property of said area during said Festival other than the designated beer & wine garden located on the interior of Lincoln Park. City Council approves the service/sale of alcohol in the designated "beer garden," pending a license from the State is issued to the festival organizer and PAF staff hired to monitor the alcohol area,
- Conditions for use of grounds and requirements for food service, vending sales, tents, stages, and other items specified in a permit issued from Public Works Event Office, shall be adhered to,
- Festival organizers shall be solely responsible for trash cleanup at the festival and shall be required to leave a Park Security Deposit on file at the PW Event Office,
- Expenses incurred by City Departments for said events, shall be paid by organizer, to include city staff (Police, PAF), permit fees, "reserved parking" fees, park security deposit, and sound security deposit. City Clerk's Office will charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival, and



- Lincoln Park Summer Concert Series organizers shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Festival.

The City Manager is also authorized to waive any fees, and issue such other temporary licenses and temporary permits, including licenses for food service establishments and permits for sales of non-food related items, as may be required by the Portland City Code, provided that all applicable requirements of said code have been met regarding the operation of said event.

Document prepared by Ted Musgrave, PW Event Office

Date: April 15, 2016



CITY OF PORTLAND, DEPARTMENT OF PUBLIC WORKS
PUBLIC PARK & SPACE APPLICATION (4 pages)
55 Portland St. ~ Portland ~ ME ~ 04101
207-874-8826 / 8751 (Event Office) ~ Fax 207-874-8816
tvm@portlandmaine.gov

For uses of city property, there are typically: 1. fees charged for use of the area
2. a security deposit required 3. insurance required
(There may be fees due and applications required from other City Departments)

TODAY'S DATE	4/18/16	ORGANIZATION NAME	Empire Portland				
ORGANIZATION ADDRESS	575 Congress St	CITY	Portland	STATE	ME	ZIP	04101
CONTACT NAME(S)	Jack Murray/Todd Bernard		TITLE				Production Manager/Owner
HOME #	WORK	CELL	207-671-9623	FAX			
EMAIL	oddsare@gmail.com		EMAIL				

PARK AREA OR PUBLIC SPACE REQUESTED	Lincoln Park				
EVENT DAY & DATE(S)	7/6, 7/13, 7/20, 7/27, 8/3, 8/10, 8/17, 8/24, and potentially 8/31		RAIN DAY & DATE(S)	none	
EVENT START TIME (i.e. set-up start time)	3:00pm	EVENT END TIME (i.e. when event cleanup is complete)	9:00pm	ACTUAL START & END TIME OF EVENT	5:00-8:00pm

EVENT NAME		EXPECTED ATTENDANCE
Live at Lincoln Park		500 per week
DESCRIPTION OF EVENT: Please be specific regarding area of public space/park and describe Event in detail. If submitting a request for a Road Race (other than around Back Cove and using Back Cove Pathway for the route), please include a detailed MAP of the COURSE (as this will need to be approved by City Departments and the Manager's Office). We're looking to host a Live Music Summer Concert Series located at Lincoln Park on every Wednesday in July and August. We'll be bringing in a mobile stage and will feature 2 bands each week starting at 5:00pm and ending at 8:00pm. The event will be held within the fences of Lincoln Park, primarily on the Franklin St half and will include a beer garden area towards the Federal St fence edge.		
IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: ☐ NA ☐ FEE ☐ NA ☐ PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$0
	STUDENT FEE	\$0

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?
A handful of paid parking meters on Federal Street for production staff. Public will park on-street and in the parking lots/garages surrounding the park.

PLEASE CHECK OFF AND ANSWER:

PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

	X-YES	X-NO	X-NOT SURE
* Are you setting up a canopy(s) ? (canopy is 10x10 size) How many: Canopies in large areas (Monument Square, Deering Oaks, Payson Park, Lincoln Park, Preble Street Grass Area), do not need Public Work's review. For smaller	X- NO MORE THAN 4		

	parks and squares (such as Congress Square, Tommy's Park, Post Office Park) review and permission is needed from Public Works, Event Office.			
*	Do you wish to set up a tent(s)? (a canopy or tent larger than 10x10 needs to be approved by Public Works and a Tent Permit issued from Inspections Division; please call Inspections – 874-8703 - for information on their application process / PLEASE give them at least a 2-week notice). Public Works will contact Inspections once the tent location is approved so that the Tent Permit Application may go forward. State size(s): Exact Location(s) of Tent Placement Requested: In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233.		X	
*	Will you be setting up tables and/or chairs ? How many tables: chairs:		X	
*	Are other items or equipment being placed on City property ? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:	X- MOBILE STAGE, GENERATOR, AND POTENTIALLY A BEER TRAILER		
*	Will there be refreshments at the event? Do you wish to sell food? (If so, you will need approval from Public Works) List food and drink: A Temporary Food Service License (from the City Clerk's Office) is needed, even if food is given away (and even if it is pre-packaged). PLEASE give the Clerk's Office at least a 2-week notice (874-8557).	X- THERE WILL BE A BEER GARDEN, OTHERWISE FOOD TRUCKS OUTSIDE THE VENUE ARE PLANNED TO ATTEND.		
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.) ? If so, you will need approval from Public Works, and you will need to apply for a Street Goods Vendor License(s) at the City Clerk's Office (874-8557). List items you wish to sell:		X	
	Are you setting up a PA (sound) system ? Are you planning on having Amplified Music ? Band ? DJ ? If so, your event requires a concert license from the City Clerk's Office (874-8557). (Just voice – i.e. Press Conference, would not require the license because it is not music). For amplified music/speech, there are time restrictions for the Downtown Parks & Squares (music limited to 11:45am – 1:15pm, and 1 hour between 5pm - 8pm).	X- YES, PA SOUND AND 2 BANDS PER WEEK.		
*	Will your event require electricity? Electricity is available at some of the parks & squares (Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park). Elec. at these areas is turned off. Some of these electrical boxes need a key for access.		X	
*	Are you planning on bringing a Grill for a Barbecue? Only Gas Grills are allowed in the parks (NO CHARCOAL). Grilling is subject to weather conditions and possibly Fire Dept. review.		X	
*	Will the event require reserved parking spaces / parking meters? How many? "No Parking" signs may be purchased at PW Event Office, 55 Portland Street.	X- IDEALLY 6 SPACES AT 3PM TOWARDS THE FRANKLIN END OF FEDERAL ST.		
*	Will your event need safety vests, signs, barricades and/or cones? Please list what you would like to borrow: A few orange vests and cones may usually be borrowed from Public Works, Event Office. Barricades and signs are borrowed from Public Works, Customer Service.		X	
*	Will your event require street closures? (Please be specific under "Description of Event") Will your event affect METRO BUS ROUTES? (If service is affected, organizer needs to work directly with METRO for endorsement / feedback). Please check with Glenn Fenton, METRO: 517-3029 (gfenton@gpmetrobus.com) to discuss.		X	
*	Will your event require Police assistance? An event such as a road race, march or			X

	parade in the street, would typically require police assistance.			
*	Will your event require Fire/EMS assistance? (For a large walk/race, it is recommended.)		X	
*	Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.)		X	
*	Do you wish to have a banner over the street to advertise your event? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to Public Works: 874-8751.			X

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (For an event such as a walkathon, race, festival, press conference, concert, etc., the city requires insurance coverage - General Liability. The City of Portland needs to be named as additional insured and the policy endorsed in regards to the event activities on that date). If your event has been approved for serving food, Product Liability is also required, in addition to General Liability.	X		
♦ If you answered yes, please have "City of Portland, Maine" listed as an additional insured on the certificate, in this way: certificate must say either: A) "the policy actually is endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under "Add'l Insr," or which merely states The City of Portland is named as an Additional Insured, will not be acceptable. The amount of coverage must be shown on the certificate, and the minimum coverage amount is \$400,000. Please have your insurance company email a copy to Public Works: email to tvm@portlandmaine.gov.				

PUBLIC WORKS POLICIES

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements.

BARBECUES - GAS GRILLS ONLY

Only **GAS GRILLS** are allowed in parks/public spaces – i.e. No Charcoal Grills or open burning. Barbecuing must first be approved by Public Works and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from children's activities. You must bring a fire extinguisher with you to the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Some of Portland's parks already have portable restrooms (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannafords, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – Playground + Ravine, *East End Beach). If over 150 people are expected to attend the event, a \$25 user fee is required (paid to Public Works). The restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Associated Septic, 207-799-1980, M-F) to request and pay for a cleaning.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event and if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Public Works has a strict policy that prohibits vehicles from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$10 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

SMOKE-FREE ZONES

By city ordinance, smoking a cigar, cigarette, pipe, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Please make sure you pass this information along to participants / spectators at the event.

NOTIFICATION

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

REVOCABLE PERMIT

- ♦ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ♦ The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	JM	DATE	4/18/16
--	---------------	----	------	---------

ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form, (should permission be granted to use city property), the above parties agree to indemnify and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	JM	DATE	4/18/16
--	---------------	----	------	---------

FEE SCHEDULE – UPDATED JULY 1, 2015

Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.

Simple Event (no registration fee): \$50/hour	Impact/Street Closure Fee (variable based on impact): \$0-\$500
Event with registration or pledges & attendance 25 – 300: \$100/hr	Admin/Staff Fee (support for events): \$30/hour
Event with registration or pledges & attendance 301+: \$200/hr	Porta Restroom User Fee (if attendance is 150+): \$25
Public Space/Park Security Deposit/Sound Security Deposit: \$100-\$1000	

CREDIT CARD INFORMATION

Visa or MasterCard Number					Exp Date (Mon/Yr)		
CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED							

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"

- ◆ Please make out security deposit checks separate from permit fees.

PLEASE RETURN FORM (WORD DOC) AT LEAST 30 DAYS IN ADVANCE TO: (PLEASE EMAIL APPLICATION IN)

- ◆ Public Works, Event Office ~ 55 Portland Street ~ Portland ~ ME ~ 04101 email preferred: tvm@portlandmaine.gov

TOTAL AMOUNT(S) DUE TO PUBLIC WORKS (Please make all security deposit checks out separately)

Permit Fee for use of area: \$50 - \$200 per hour (i.e. a 3 hour event at \$50 totals \$150) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however \$50 is non-refundable)	\$	Vest/Cone Deposit: \$10 per/item Barricade Deposit: \$25 per/item	\$0
Number of Hours of Use:			
Admin/Staff Fee (support for events): \$30/hour	\$	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$
Key Deposit: \$50 per key	\$0	Other (Porta-Restroom User Fee: \$25, etc.)	\$0
Impact/Street Closure Fee (variable based on impact): \$100-\$500	\$0		

PLEASE BE SURE AND INITIAL, DATE AND/OR ANSWER ANY HIGH-LIGHTED YELLOW BOXES.

FOR OFFICE USE ONLY

DATE REC'D APPLICATION		DATE REC'D INSURANCE		PERMIT FEE AMT REC'D	\$	SECURITY DEPOSIT	\$
PAYMENT TYPE							
VISA	\$	MC	\$	CK #		CASH AMT	\$



CITY OF PORTLAND, DEPARTMENT OF PUBLIC WORKS
PUBLIC PARK & SPACE APPLICATION (4 pages)
 55 Portland St. ~ Portland ~ ME ~ 04101
 207-874-8826 / 8751 (Event Office) ~ Fax 207-874-8816
 tvn@portlandmaine.gov

For uses of city property, there are typically: 1. fees charged for use of the area
2. a security deposit required 3. insurance required
(There may be fees due and applications required from other City Departments)

TODAY'S DATE		4/18/16		ORGANIZATION NAME		Empire Portland			
ORGANIZATION ADDRESS		575 Congress St		CITY	Portland	STATE	ME	ZIP	04101
CONTACT NAME(S)		Jack Murray/Todd Bernard			TITLE Production Manager/Owner				
HOME #	WORK			CELL	207-671-9623		FAX		
EMAIL	oddsare@gmail.com			EMAIL					

PARK AREA OR PUBLIC SPACE REQUESTED		Lincoln Park			
EVENT DAY & DATE(S)		7/6, 7/13, 7/20, 7/27, 8/3, 8/10, 8/17, 8/24, and potentially 8/31		RAIN DAY & DATE(S)	none
EVENT START TIME (i.e. set-up start time)	3:00pm	EVENT END TIME (i.e. when event cleanup is complete)	9:00pm	ACTUAL START & END TIME OF EVENT	5:00-8:00pm

EVENT NAME		EXPECTED ATTENDANCE				
Live at Lincoln Park		500 per week				
DESCRIPTION OF EVENT: Please be specific regarding area of public space/park and describe Event in detail. If submitting a request for a Road Race (other than around Back Cove and using Back Cove Pathway for the route), please include a detailed MAP of the COURSE (as this will need to be approved by City Departments and the Manager's Office). We're looking to host a Live Music Summer Concert Series located at Lincoln Park on every Wednesday in July and August. We'll be bringing in a mobile stage and will feature 2 bands each week starting at 5:00pm and ending at 8:00pm. The event will be held within the fences of Lincoln Park, primarily on the Franklin St half and will include a beer garden area towards the Federal St fence edge.						
IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?		Please check: ☐ NA ☐ FEE ☐ NA ☐ PLEDGES				
IF YES FOR FEES, HOW MUCH?		<table border="1"> <tr> <td>FEE</td> <td>\$0</td> </tr> <tr> <td>STUDENT FEE</td> <td>\$0</td> </tr> </table>	FEE	\$0	STUDENT FEE	\$0
FEE	\$0					
STUDENT FEE	\$0					

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?
A handful of paid parking meters on Federal Street for production staff. Public will park on-street and in the parking lots/garages surrounding the park.

PLEASE CHECK OFF AND ANSWER:

PLEASE SEE ATTACHED FEE SCHEDULE / DEPT. INFORMATION IF YOU ANSWER YES

	X-YES	X-NO	X-NOT SURE
* Are you setting up a canopy(s) ? (canopy is 10x10 size) How many: Canopies in large areas (Monument Square, Deering Oaks, Payson Park, Lincoln Park, Preble Street Grass Area), do not need Public Work's review. For smaller	X- NO MORE THAN 4		

	parks and squares (such as Congress Square, Tommy's Park, Post Office Park) review and permission is needed from Public Works, Event Office.			
*	Do you wish to set up a tent(s) ? (a canopy or tent larger than 10x10 needs to be approved by Public Works and a Tent Permit issued from Inspections Division; please call Inspections – 874-8703 - for information on their application process / PLEASE give them at least a 2-week notice). Public Works will contact Inspections once the tent location is approved so that the Tent Permit Application may go forward. State size(s): Exact Location(s) of Tent Placement Requested: In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233.		X	
*	Will you be setting up tables and/or chairs ? How many tables: chairs:		X	
*	Are other items or equipment being placed on City property ? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:	X- MOBILE STAGE, GENERATOR, AND POTENTIALLY A BEER TRAILER		
*	Will there be refreshments at the event? Do you wish to sell food ? (If so, you will need approval from Public Works) List food and drink: A Temporary Food Service License (from the City Clerk's Office) is needed, even if food is given away (and even if it is pre-packaged). PLEASE give the Clerk's Office at least a 2-week notice (874-8557).	X- THERE WILL BE A BEER GARDEN, OTHERWISE FOOD TRUCKS OUTSIDE THE VENUE ARE PLANNED TO ATTEND.		
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.) ? If so, you will need approval from Public Works, and you will need to apply for a Street Goods Vendor License(s) at the City Clerk's Office (874-8557). List items you wish to sell:		X	
	Are you setting up a PA (sound) system ? Are you planning on having Amplified Music ? Band ? DJ ? If so, your event requires a concert license from the City Clerk's Office (874-8557). (Just voice – i.e. Press Conference, would not require the license because it is not music). For amplified music/speech, there are time restrictions for the Downtown Parks & Squares (music limited to 11:45am – 1:15pm, and 1 hour between 5pm - 8pm).	X- YES, PA SOUND AND 2 BANDS PER WEEK.		
*	Will your event require electricity ? Electricity is available at some of the parks & squares (Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park). Elec. at these areas is turned off. Some of these electrical boxes need a key for access.		X	
*	Are you planning on bringing a Grill for a Barbecue ? Only Gas Grills are allowed in the parks (NO CHARCOAL). Grilling is subject to weather conditions and possibly Fire Dept. review.		X	
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at PW Event Office, 55 Portland Street.	X- IDEALLY 6 SPACES AT 3PM TOWARDS THE FRANKLIN END OF FEDERAL ST.		
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow: A few orange vests and cones may usually be borrowed from Public Works, Event Office. Barricades and signs are borrowed from Public Works, Customer Service.		X	
*	Will your event require street closures ? (Please be specific under "Description of Event") Will your event affect METRO BUS ROUTES ? (If service is affected, organizer needs to work directly with METRO for endorsement / feedback). Please check with Glenn Fenton, METRO: 517-3029 (gffenton@gpmetrobus.com) to discuss.		X	
*	Will your event require Police assistance ? An event such as a road race, march or			X

	parade in the street, would typically require police assistance.			
*	Will your event require Fire/EMS assistance? (For a large walk/race, it is recommended.)		X	
*	Will your event require porta-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$25 fee is assessed for events where attendance is 150 or more.)		X	
*	Do you wish to have a banner over the street to advertise your event? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to Public Works: 874-8751.			X

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (For an event such as a walkathon, race, festival, press conference, concert, etc., the city requires insurance coverage - General Liability. The City of Portland needs to be named as additional insured and the policy endorsed in regards to the event activities on that date). If your event has been approved for serving food, Product Liability is also required, in addition to General Liability.	X		
♦	If you answered yes, please have "City of Portland, Maine" listed as an additional insured on the certificate, in this way: certificate must say either: A) "the policy actually is endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under 'Addl Insr,' or which merely states The City of Portland is named as an Additional Insured, will not be acceptable. The amount of coverage must be shown on the certificate, and the minimum coverage amount is \$400,000. Please have your insurance company email a copy to Public Works: email to tvm@portlandmaine.gov .			

PUBLIC WORKS POLICIES

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements.

BARBECUES - GAS GRILLS ONLY

Only GAS GRILLS are allowed in parks/public spaces – i.e. No Charcoal Grills or open burning. Barbecuing must first be approved by Public Works and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from children's activities. You must bring a fire extinguisher with you to the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served. Some of Portland's parks already have portable restrooms (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannafords, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – Playground + Ravine, *East End Beach). If over 150 people are expected to attend the event, a \$25 user fee is required (paid to Public Works). The restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to call the porta-restroom company (Associated Septic, 207-799-1980, M-F) to request and pay for a cleaning.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event and if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Public Works has a strict policy that prohibits vehicles from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$10 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas would mean a forfeit of your security deposits.**

SMOKE-FREE ZONES

By city ordinance, smoking a cigar, cigarette, pipe, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Please make sure you pass this information along to participants / spectators at the event.

NOTIFICATION

Please keep a copy of this permit on site at all times. City staff may require proof of permit.

REVOCABLE PERMIT

- ♦ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property.
- ♦ The City reserves the unconditional right to revoke or revise an issued permit.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	JM	DATE	4/18/16
--	---------------	----	------	---------

ASSUMPTION OF RISK & LIABILITY

Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form, (should permission be granted to use city property), the above parties agree to indemnify and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.

I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	JM	DATE	4/18/16
--	---------------	----	------	---------

FEE SCHEDULE – UPDATED JULY 1, 2015
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Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.

Simple Event (no registration fee): \$50/hour	Impact/Street Closure Fee (variable based on impact): \$0-\$500
Event with registration or pledges & attendance 25 – 300: \$100/hr	Admin/Staff Fee (support for events): \$30/hour
Event with registration or pledges & attendance 301+: \$200/hr	Porta Restroom User Fee (if attendance is 150+): \$25
Public Space/Park Security Deposit/Sound Security Deposit: \$100-\$1000	

CREDIT CARD INFORMATION

Visa or MasterCard Number					Exp Date (Mon/Yr)		
---------------------------	--	--	--	--	-------------------	--	--

CREDIT CARD WILL ONLY BE CHARGED FOR SECURITY DEPOSIT(S) AS NEEDED

PLEASE MAKE CHECKS PAYABLE TO "CITY OF PORTLAND"

- ♦ Please make out security deposit checks separate from permit fees.

PLEASE RETURN FORM (WORD DOC) AT LEAST 30 DAYS IN ADVANCE TO: (PLEASE EMAIL APPLICATION IN)
--

- ♦ Public Works, Event Office ~ 55 Portland Street ~ Portland ~ ME ~ 04101 email preferred: tvm@portlandmaine.gov

TOTAL AMOUNT(S) DUE TO PUBLIC WORKS	(Please make all security deposit checks out separately)
--	--

Permit Fee for use of area: \$50 - \$200 per hour (i.e. a 3 hour event at \$50 totals \$150) includes use of elec. If your event is rained out / cancelled, the bulk of the fee is returned (however \$50 is non-refundable)	\$	Vest/Cone Deposit: \$10 per/item Barricade Deposit: \$25 per/item	\$0
Number of Hours of Use:			
Admin/Staff Fee (support for events): \$30/hour	\$	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$
Key Deposit: \$50 per key	\$0	Other (Porta-Restroom User Fee: \$25, etc.)	\$0
Impact/Street Closure Fee (variable based on impact): \$100-\$500	\$0		

PLEASE BE SURE AND INITIAL, DATE AND/OR ANSWER ANY HIGH-LIGHTED YELLOW BOXES.

FOR OFFICE USE ONLY

DATE REC'D APPLICATION		DATE REC'D INSURANCE		PERMIT FEE AMT REC'D	\$	SECURITY DEPOSIT	\$
PAYMENT TYPE							
VISA	\$	MC	\$	CK #		CK AMOUNT	\$
						CASH AMT	\$

*Order 237-15/16
Feb 4 5-2-16*

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:

Rising Tide Brewing Company LLC d/b/a Rising Tide Brewing Company LLC. Application for a Brewery Alcohol Service with Outdoor Dining on Private Property, Entertainment without Dance, and Food Service Establishment without Preparation License at 103 Fox St.



handcrafted in Portland, Maine
103 Fox Street
Portland, Maine 04101



March 28, 2016

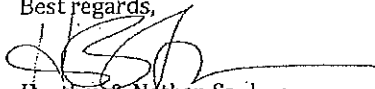
Mayor Strimling
City of Portland
389 Congress St.
Portland, Maine 04101

Dear Mayor Strimling and Members of the City Council,

Rising Tide Brewing Company has been operating a tasting room at 103 Fox Street in Portland for the past 4 years. We wish to apply for a new tasting room license to continue to operate in this manner. We have also filed permits for outdoor dining, pre-packaged food sales, and entertainment without dancing.

I can be reached at 207-650-0678 or by email at heather@risingtidebrewing.com should you have any questions.

Best regards,


Heather & Nathan Sanborn
Co-Owners
Rising Tide Brewing Company

Portland, Maine

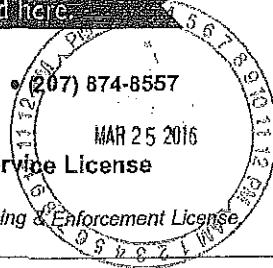


Yes, life's good here.

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

Application for Brewery, Winery and Distillery Alcohol Service License

License expiration date concurrent with that of State of Maine Dept. of Liquor Licensing & Enforcement License



Business Information			
Business Name (d/b/a):	Rising Tide Brewing Company LLC	Phone:	207-650-0678
Location Address:	103 Fox Street	Zip:	04101
If new, what was formerly at this location:			
Mailing Address:	103 Fox Street, Portland, ME	Zip:	04101
Contact Person:	Heather Sanborn	Phone:	207-650-0678
Contact Person Email:	heather@risingtidebrewing.com		
Manager of Establishment:	Heather Sanborn	Date of Birth:	07/22/1976
		Phone:	207-650-0678
Owner of Premises (Landlord):	Fox Street Realty, LLC		
Address of Premises Owner:	322 Fore Street Floor #3, Portland ME	Zip:	04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Rising Tide Brewing Company LLC		103 Fox Street, Portland, ME	
		Zip:	04101
Contact Person:	Heather Sanborn	Phone:	207-650-0678
Principal Officers	Title	Date of Birth	Residence Address
Heather Sanborn	Member	7/22/1976	82 Frost Hill Road, Portland, ME 04101
Nathan Sanborn	Member	11/15/1974	82 Frost Hill Road, Portland, ME 04101

About Your Establishment

Type of Establishment:	<u>Brewery</u> Winery Distillery
Hours & days of operation:	Monday - Saturday 12pm - 7pm; Sundays 12-5pm; other hours by reservation.

QUESTIONS	Y/N
Will food be made, served, and/or <u>sold</u> on the premise by this establishment? <u>pre packaged only</u>	<u>Y</u>
If yes, please submit a City of Portland Food Service Establishment license application.	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<u>Y</u>
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<u>Y</u>
Will you permit dancing on the premises?	<u>Y</u>
Will you permit dancing after 1:00 a.m.?	<u>Y</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<u>Y</u>
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<u>Y</u>
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? <u>We are open.</u>	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	<u>Y</u>
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<u>Y</u>
If Yes, please list business name(s) and location(s): <u>Rising Tide Brewing Company, 103 Fox Street, Portland</u>	
Is any principal officer under the age of 21?	<u>Y</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<u>Y</u>
If Yes, please explain:	

I Heather Sanborn 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 [Signature] Title Owner/member Date 3/25/16

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

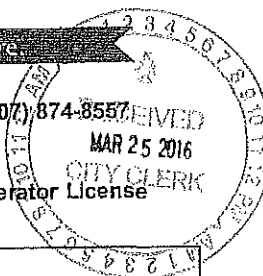


Portland, Maine

Yes, Life's good here.

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www.portlandmaine.gov

Application for Food Service Establishment or Community Kitchen Operator License
License expires annually on January 31st



☒ Application Fee: \$35	☐ FSE with Preparation or Community Kitchen License: \$437
☐ Renewal Fee: \$25	☒ FSE without Preparation License: \$172 ☐ Beer & Wine Take-Out: \$395

Business Information	
Business Name (d/b/a):	Rising Tide Brewing Company Phone: 207-650-0678
Location Address:	103 Fox Street Zip: 04101
If new, what was formerly at this location:	
Mailing Address:	Zip:
Contact Person:	Heather Sanborn Phone: 207-650-0678
Contact Person Email:	heather@risingtidebrewing.com
Manager of Establishment:	Tony Lynch Phone: 917-776-3638
Owner of Premises (Landlord):	Fox Street Realty LLC
Address of Premises Owner:	322 Fore Street 3rd Floor, Portland Zip: 04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Rising Tide Brewing Company LLC		103 Fox Street, Portland, ME 04101	
Contact Person:	Heather Sanborn	Phone:	207-650-0678
Principal Officers	Title	Date of Birth	Residence Address
Nathan Sanborn	Member	11/15/1974	82 Frost Hill Road Portland, ME 04103
Heather Sanborn	Member	7/22/1976	same as above

About Your Establishment

Type of Food Served (include a menu):	prepackaged snacks
Hours & Days of Operation:	M-Sat 12-7pm Sun 12-5pm

Certified Food Protection Manager Certificate number & expiration date: Not required for pre-packaged snacks
 If this has not yet been obtained, indicate that it is pending. Please have it ready for your health inspection.

QUESTION- For Food Service Establishments ONLY:	Yes/No
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).	☐ Y ☒ N
Will you have any amusement devices (pinball, video games, jukebox)?	☒ Y ☐ N
If yes, please list the number of pinball machines: _____ amusements: _____ pool tables: _____	
What is your targeted opening date? We are already open. Just adding a license for snacks.	
Does the issuance of this license directly or indirectly benefit any City employee(s)? NO	☒ 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): Rising Tide Brewing Company	
Is any principal officer under the age of 18?	☒ Y ☐ N

For Community Kitchen Operators ONLY:

It is your responsibility to maintain a schedule of users and assure sufficient time for cleaning and sanitizing between uses.

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 [Signature] Title Managing Member Date 3/22/16

For more information about Food Service Establishments and Community Kitchens, see Portland City Code Chapter 11 at: www.portlandmaine.gov

For Administrative Use Only

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

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: \$281 ☐ Entertainment with Dancing: \$504 ☐ After-Hours (1 a.m. to 3 a.m.): \$567

Business Information			
Business Name (d/b/a):	Rising Tide Brewing Company	Phone:	207-650-0678
Location Address:	103 Fox Street	Zip:	04101

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:
Brewery tasting room with occasional live music and comedy performances.

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

Will amplification be used? Sometimes **YIN**

If yes, where and at what level? In our tar patio area. At levels that comply with neighborhood zoning standards.

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

Will you permit dancing on the premises? It's not prohibited, but there's no dance floor. **YIN**

Will you permit dancing after 1:00 a.m.? No **YIN**

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 200 yards

What is your targeted opening date? We are already open, using temporary entertainment permits.

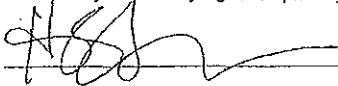
Does the issuance of this license directly or indirectly benefit any City employee(s)? No **YIN**

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.

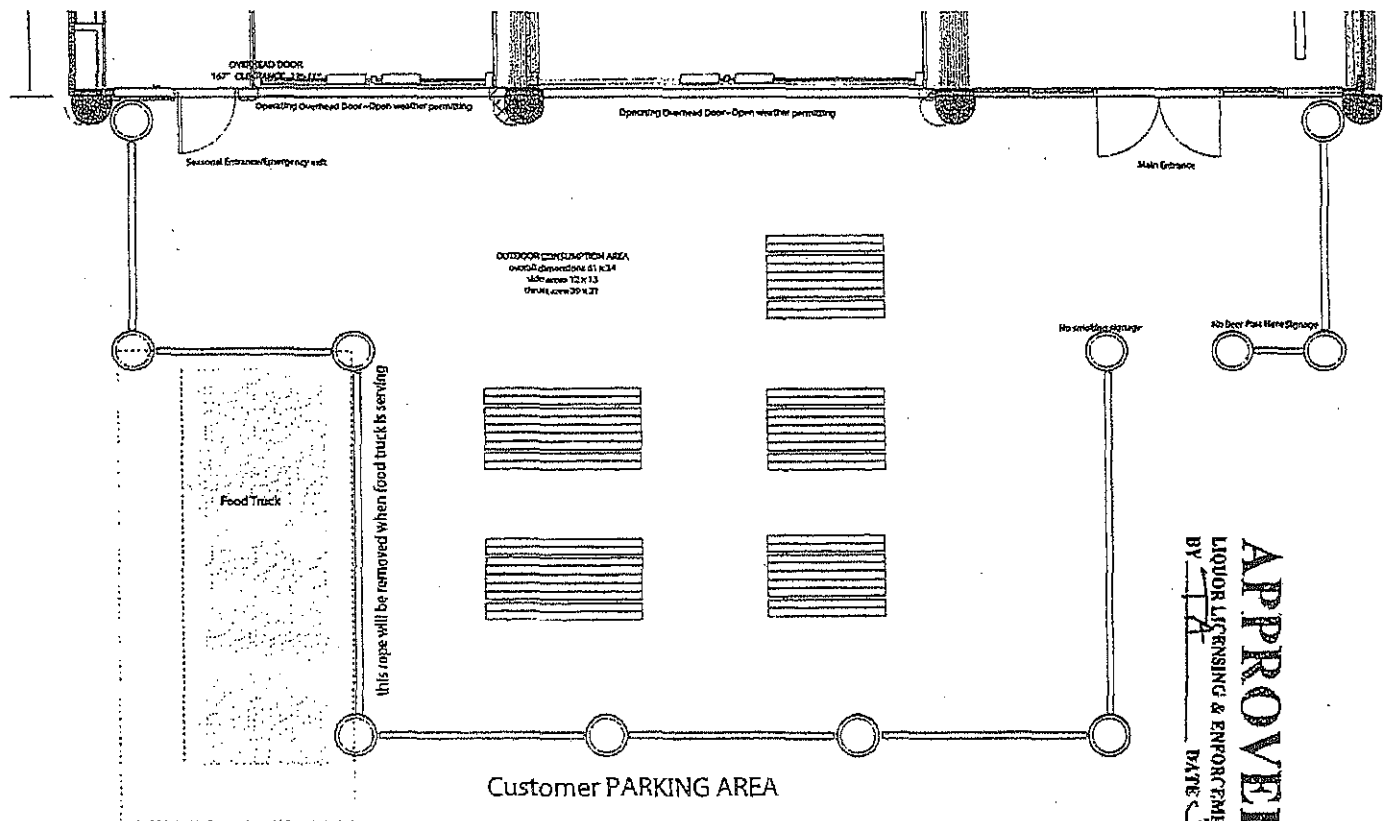
It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

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 Managing Member Date 3/22/16

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

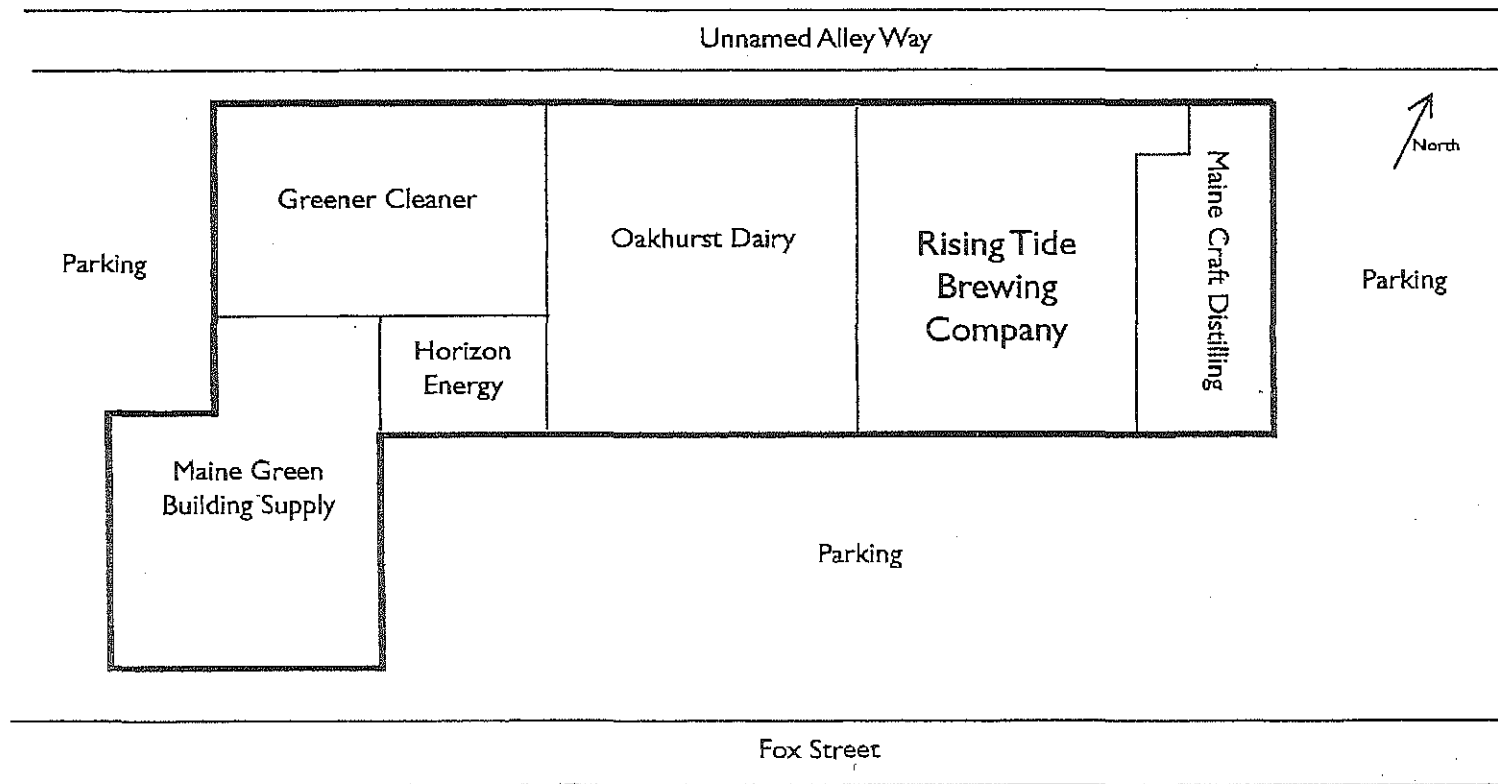
raising new
outside area (tasting)

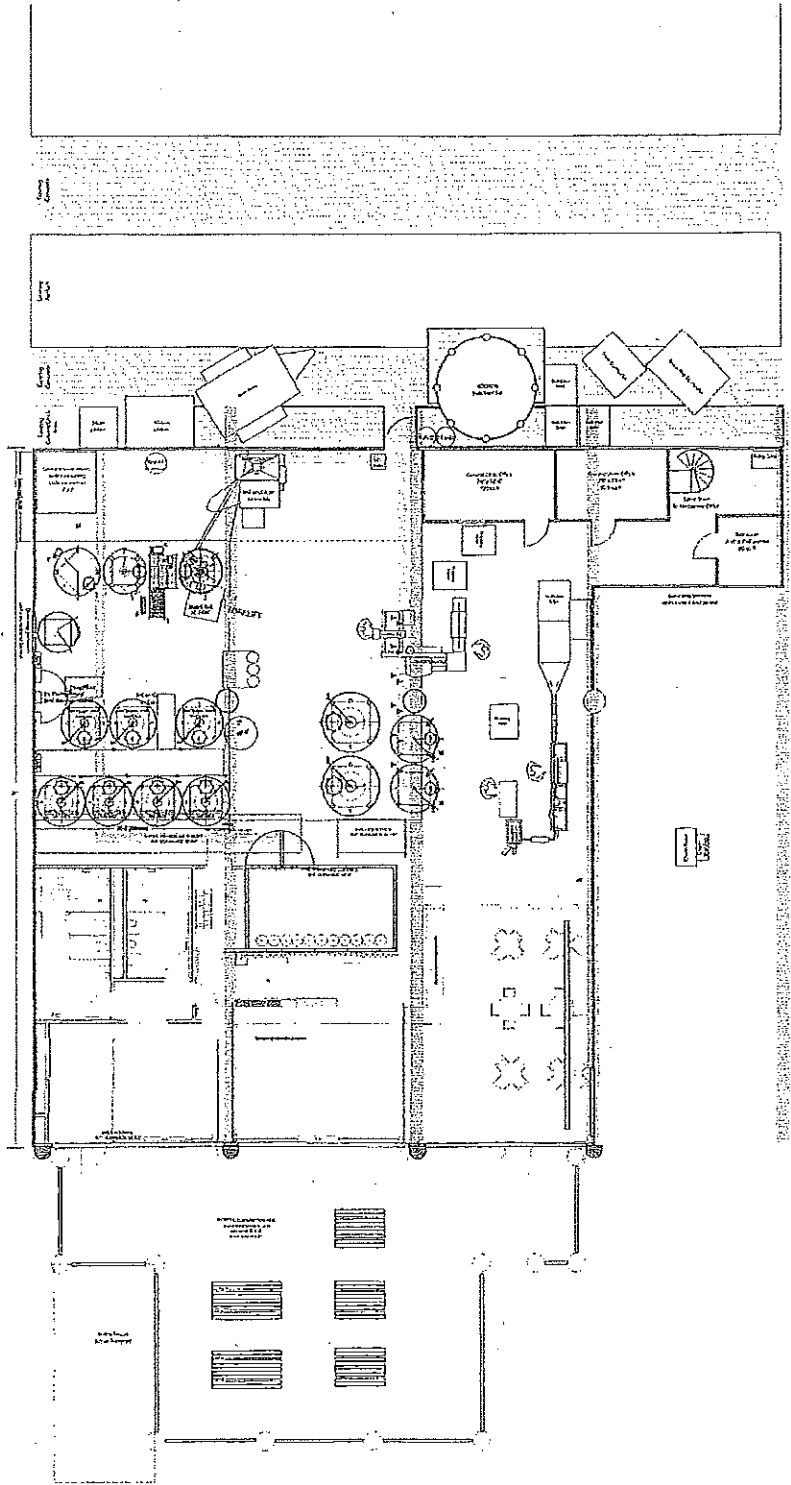


APPROVED
LIQUOR LICENSING & ENFORCEMENT
BY DA DATE 3-24-14

Rising Tide Brewing Company
103 Fox Street, Portland ME 04101 * 207-370-2337

Building Layout







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: <u>New Tasting Room License Pending</u>		
<u>Portland, Maine, Inc.</u>		
Location Name & Address: 103 FOX STREET	Chart	Block Lot
Owner Name: FOX STREET REALTY LLC	Total Square Footage of Proposed Outdoor Dining Area: ¹	
Owner Phone #: 207-233-1229	PRIVATE PROPERTY	
Applicant *must* be owner or lessee	Fee: \$80 (Public-Annual) \$125 (Private 1X)	
Name: RISING TIDE BREWING Co	Total Sq. Ft.: _____	
Address: 103 Fox Street	Sq. Ft. Fee: (sq ft x \$2) \$ 125	
City, State & Zip: Portland, ME 04101	(sq ft x \$6 for public parks)	
E-Mail: heather@risingtidebrewing.com	Total Fees: \$ 125	
(Permit not issued until all fees are paid)		
Current use: <u>Brewery with tasting room and events space</u>		
Business name: <u>Rising Tide Brewing Co</u>		
Seating area dimensions: <u>61ft. x 34 ft.</u>		
How many chairs? _____ How many tables? <u>5</u>		
☒ Yes Alcohol is served.		
☐ No Alcohol being served.		
Who should we contact: <u>Heather Sanborn</u> Phone: <u>207-650-0678</u>		
Address: <u>103 Fox Street, Portland, ME 04101</u> E Mail: <u>heather@risingtidebrewing.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: 3/22/16

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.

4/8/2016

<https://www5.informeme.org/cgi-bin/online/pcr/getrecord.pl?e=bl@portlandmaine.gov&f=MIQ99C821835&i=2804657>



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 #: MIQ99C821835

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2016-04-07) :

Inquiries Name(s) HEATHER SANBORN (1976-07-22)

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 #: MIQ99C821843

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2016-04-07) :

Inquiries Name(s) NATHAN SANBORN (1974-11-15)

NO MATCH WAS FOUND FOR YOUR REQUEST.

4/12/2016

City of Portland Mail - Rising Tide Brewing Co. - 103 Fox St.

Portland
Maine

Yes, Google's good here.

Janice Gardner <jgardner@portlandmaine.gov>

Rising Tide Brewing Co. - 103 Fox St.

Gary Rogers <garyr@portlandmaine.gov>

Tue, Apr 12, 2016 at 9:15 AM

To: "Janice Gardner (Business Licensing)" <bl@portlandmaine.gov>

Police approve.

On Thu, Apr 7, 2016 at 3:44 PM, Janice Gardner (Business Licensing) <bl@portlandmaine.gov> wrote:

Hello,

For your approval:

Rising Tide Brewing Company LLC d/b/a Rising Tide Brewing Company LLC has submitted a Brewery Alcohol Service with outdoor dining on private property, entertainment without dance, and food service without prep license at 103 Fox St. They wish to go before Council on May 2nd.

Owners & Contact:

Heather Sanborn, d.o.b. 7/22/76, of 82 Frost Hill Rd., Portland - 650-0678 or heather@risingtidebrewing.com

Nathan Sanborn, d.o.b. 11/15/74, of 82 Frost Hill Rd.

The application is attached. Please put feedback into UI.

Thanks,
Janice

Business License Administrator
bl@portlandmaine.gov
207.874.8557

—
Commander Gary Rogers
Portland Police Department
109 Middle Street
Portland, Maine 04101
(207) 874-8546

Portland, Maine



Yes. Life's good here.

Office of the City Clerk
Katherine L. Jones, CCM, City Clerk

April 19, 2016

Rising Tide Brewing Company LLC
Attn: Heather & Nathan
103 Fox St.
Portland, ME 04101

Re: Rising Tide Brewing Company LLC d/b/a Rising Tide Brewing Company LLC.
Application for a Brewery Alcohol Service License with Outdoor Dining on Private
Property, Entertainment without Dance, and Food Service Establishment without
Preparation at 103 Fox St.

Dear Heather & Nathan,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, May 2nd, at 5:00 p.m.** for the review of your application for a Brewery Alcohol Service License with Outdoor Dining on Private Property, Entertainment without Dance, and Food Service Establishment without Preparation at 103 Fox 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 238-15/16
Tab 5 5-2-16*

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:

Peter Bissell & Noah Bissell d/b/a Bissell Brothers. Application for a Brewery Alcohol Service with Outdoor Dining on Private Property and Entertainment without Dance License at 4 Thompson's Point.

FROM THE OFFICE OF
PETER JENSEN BISSELL

A LETTER OF INTENT TO
MAYOR ETHAN STRIMLING
&
THE PORTLAND CITY COUNCIL



Dear Mr. Mayor & Council Members,

This letter may serve as formal declaration of intent of my business, BISSELL BROTHERS BREWING COMPANY LLC, a Maine company, to operate a tasting room on the premises of the aforementioned brewing company, which has operated in Portland since December 2013, and will soon be moving & expanding to Thompson's Point as part of the greater development of that area.

My brother Noah and I were happy to see this measure to begin licensing brewery tasting rooms in the city pass, as companies like ours have worked hard to put Maine on the map in the world of destination beer tourism, and this new license is an important step towards legitimizing all aspects of this incredible boon to Maine's economy.

In the last two years of operation, we have placed safety & responsible alcohol service in the highest regard – We operate during daytime hours and all servers & employees complete the TIPS alcohol service program, a nationwide standard in the industry. We will continue these practices as the new, expanded tasting room.

We are proud to be Maine-only in our production, distribution, and sales of our beer, and proud to be a creator of jobs in our great state, as well as a magnet for economic growth through the beer that we make. If allowed, we will continue the responsible on-premise service of our beers at the new brewery location on Thompson's Point. Thank you very much for your consideration.

Sincerely,

Peter Jensen Bissell
Co-Founder
Bissell Brothers



Portland, Maine

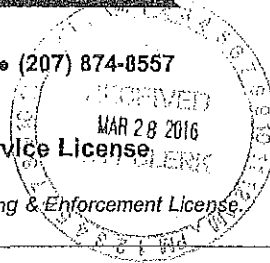


Yes. Life's good here.

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

Application for Brewery, Winery and Distillery Alcohol Service License

License expiration date concurrent with that of State of Maine Dept. of Liquor Licensing & Enforcement License.



Business Information	
Business Name (d/b/a):	BISSELL BROTHERS Phone: 207-423-3622
Location Address:	4 THOMPSON'S POINT ROAD STE 108 Zip: 04102
If new, what was formerly at this location:	VACANT
Mailing Address:	Zip: 04102
Contact Person:	PETER BISSELL Phone: 207-423-3622
Contact Person Email:	PETER BISSELL PETER@BISSELLBROTHERS.COM
Manager of Establishment:	PETER BISSELL Date of Birth: 8/10/83 Phone: 207-423-3622
Owner of Premises (Landlord):	FOREFRONT PROPERTIES BRICK NORTH LLC
Address of Premises Owner:	501 DANFORTH ST PORTLAND ME Zip: 04102

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

Name of Owner(s)	Date of Birth	Residence Address
PETER BISSELL	8/10/83	166 MUSSEY ST SOUTH PORTLAND ME
NOAH BISSELL	12/27/89	11 EVERETT ST PORTLAND, ME

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

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

About Your Establishment

Type of Establishment:	<u>Brewery</u> Winery Distillery
Hours & days of operation:	<u>WEDS/THURS 12-6pm FRI/SAT 12-8pm SUN 11-4pm</u>

QUESTIONS	Y/N
Will food be made, served, and/or sold on the premise by this establishment?	<u>Y/N</u>
If yes, please submit a City of Portland Food Service Establishment license application.	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<u>Y/N</u>
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<u>Y/N</u>
Will you permit dancing on the premises?	<u>Y/N</u>
Will you permit dancing after 1:00 a.m.?	<u>Y/N</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<u>Y/N</u>
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<u>Y/N</u>
If yes, please list: # of pinball machines: <u>1</u> # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? <u>MAY 28th 2016</u>	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	<u>Y/N</u>
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<u>Y/N</u>
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	<u>Y/N</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<u>Y/N</u>
If Yes, please explain:	

In November 2004 a small gathering in my dorm room at the University of Maine was broken up by campus police, and I was issued a summons for providing a place for minors to consume alcohol (I was 21 and some of my friends were still 20) I paid a \$400 fine.
-Peter Bissell

I, PETER, 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 Peter Bissell Title OWNER Date 3/25/16

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

Portland, Maine



Yes. Life's good here.

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: \$281 ☐ Entertainment with Dancing: \$504 ☐ After-Hours (1 a.m. to 3 a.m.): \$567

Business Information	
Business Name (d/b/a):	BISSELL BROTHERS
Phone:	207-423-3622
Location Address:	4 THOMPSON'S POINT ROAD SNE 108
Zip:	04102

About Your Establishment

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

TASTING Room AT PRODUCTION BREWERY THAT WILL OCCASIONALLY HAVE DJS
AND ACOUSTIC MUSICIANS PERFORM

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

Will amplification be used?

If yes, where and at what level?

WE HAVE A SMALL P.A. THAT D.J.'S can use

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

Will you permit dancing on the premises?

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 1/4 MILE

What is your targeted opening date?

MAY 28th 2016

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

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

[Handwritten Signature]

Title

OWNER

Date

3/25/16

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: <u>No license required at this time. See</u> <u>OR Pending Council Date: n/a</u> <u>come under test city clerk</u>		
Location Name & Address: <u>BISSELL BROTHERS</u> <u>4 THOMPSONS POINT ROAD STE 108</u>	Chart	Block Lot <u>1</u>
Owner Name: <u>FOREFRONT BRICK NORTH LLC</u>	Total Square Footage of Proposed Outdoor Dining Area: <u>1216</u>	
Owner Phone #: <u>207-747-5288</u>	Fee: \$80 (Public-Annual) \$125 (Private 1X) Total Sq. Ft.: <u>1716</u> Sq. Ft. Fee: (sq ft x \$2) \$ <u>3432</u> (sq ft x \$6 for public parks) <u>125.00</u> Total Fees: \$ <u>3557</u> (Permit not issued until all fees are paid)	
Applicant *must* be owner or lessee Name: <u>PETER BISSELL</u> Address: <u>ONE INDUSTRIAL WAY STE #1</u> City, State & Zip: <u>PORTLAND, ME 04103</u> E-Mail: <u>PETER@BISSELLBROTHERS.COM</u>		
Current use: <u>UNDER CONSTRUCTION</u> Business name: <u>BISSELL BROTHERS</u>		
Seating area dimensions: <u>19 ft x 64 ft</u> How many chairs? <u>53</u> How many tables? <u>9</u> ☒ Yes Alcohol is served. ☐ No Alcohol being served.		
Who should we contact: <u>PETER BISSELL</u> Phone: <u>207-433-3672</u> Address: <u>ONE INDUSTRIAL WAY STE 1</u> E Mail: <u>PETER@BISSELLBROTHERS.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.

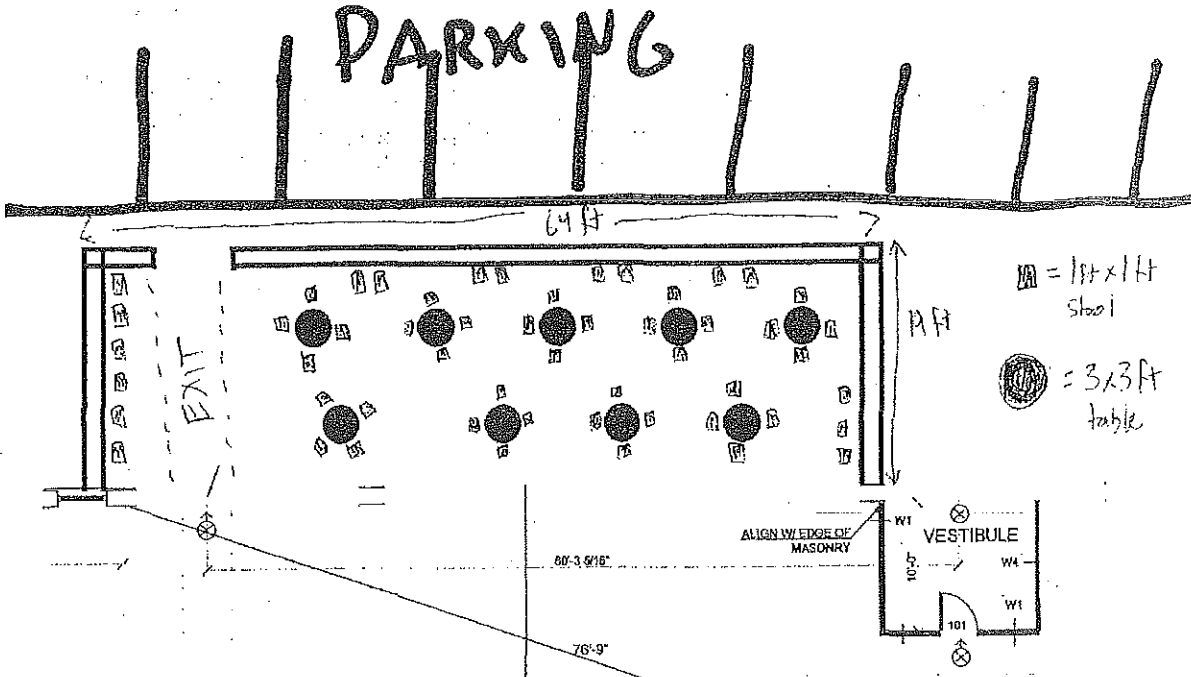
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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: [Signature] Date: 2/19/16

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.

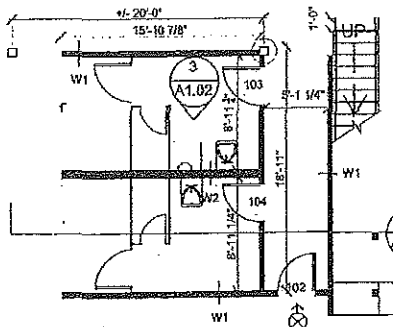
PARKING



18" x 18" stool

3' x 3' table

TASTING ROOM
 1,466 S.F. / 7 = 209
 537 S.F. + 424 S.F. (MEZZ) = 961 S.F. / 15 = 64
 TOTAL 273 OCCUPANTS



A2

BAR COUNTER

3 BAY SINK

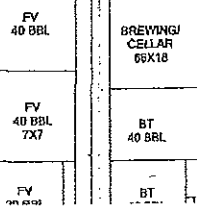
HINGED COUNTER

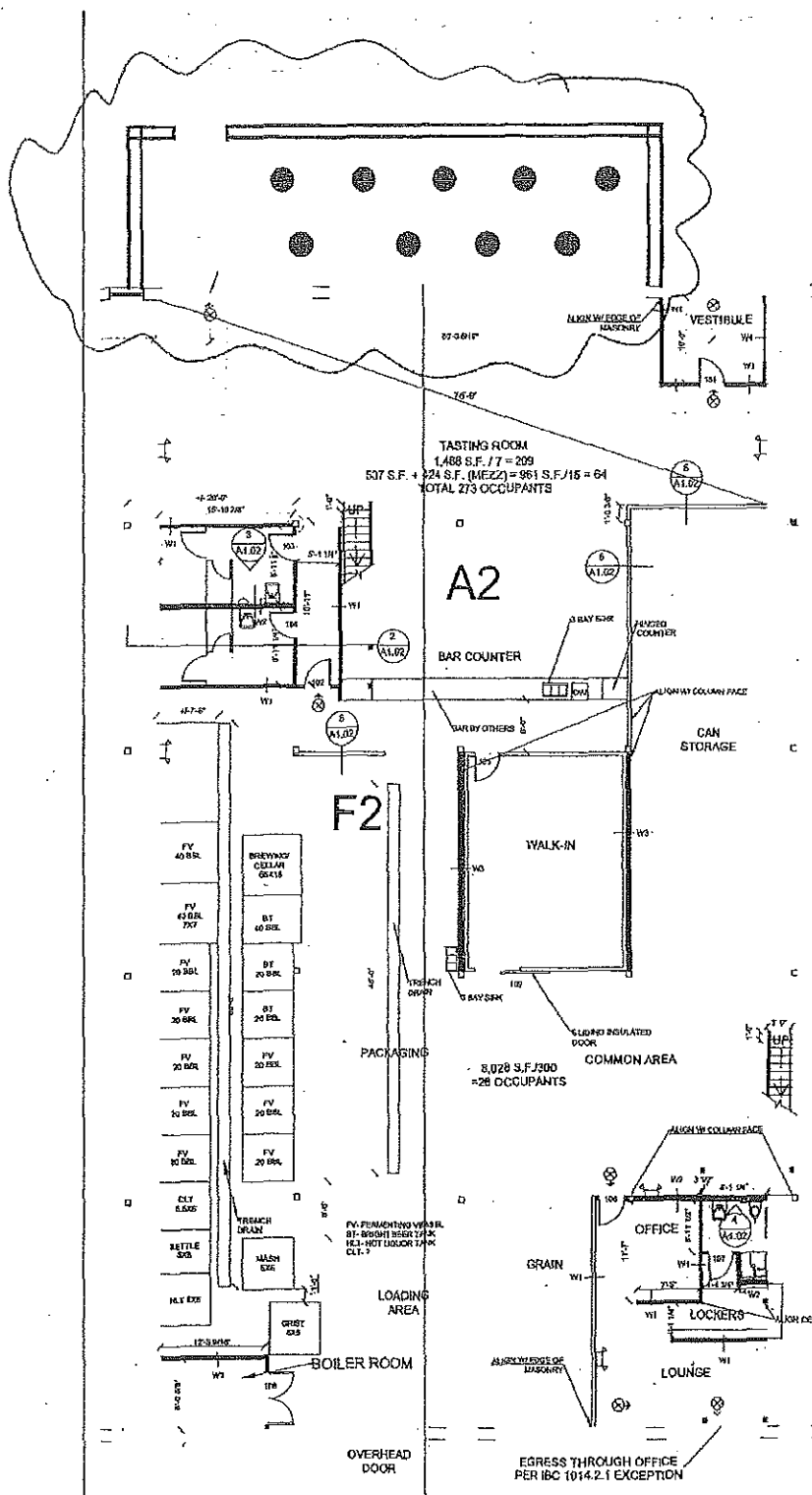
BAR BY OTHERS

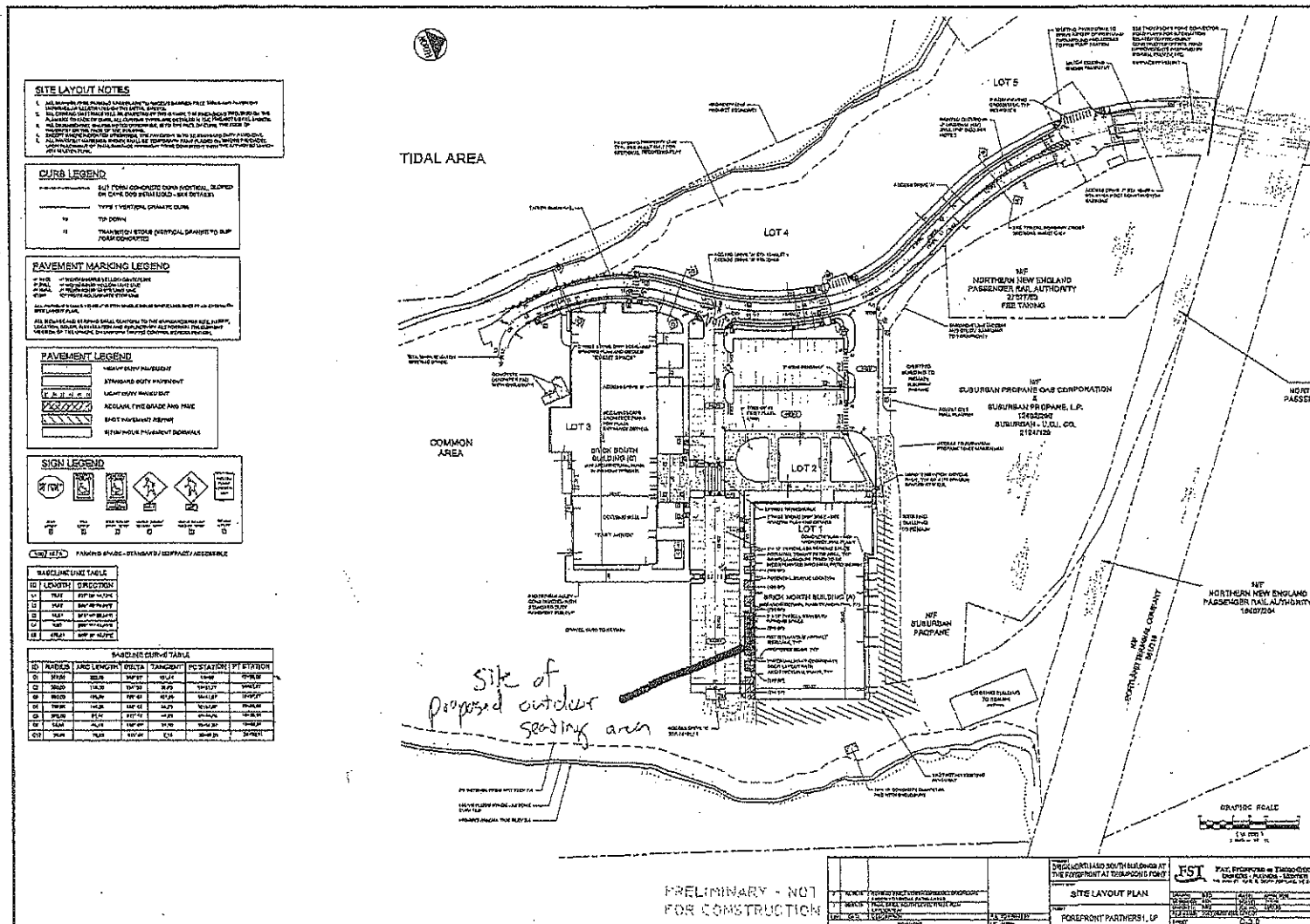
CAN STORAGE

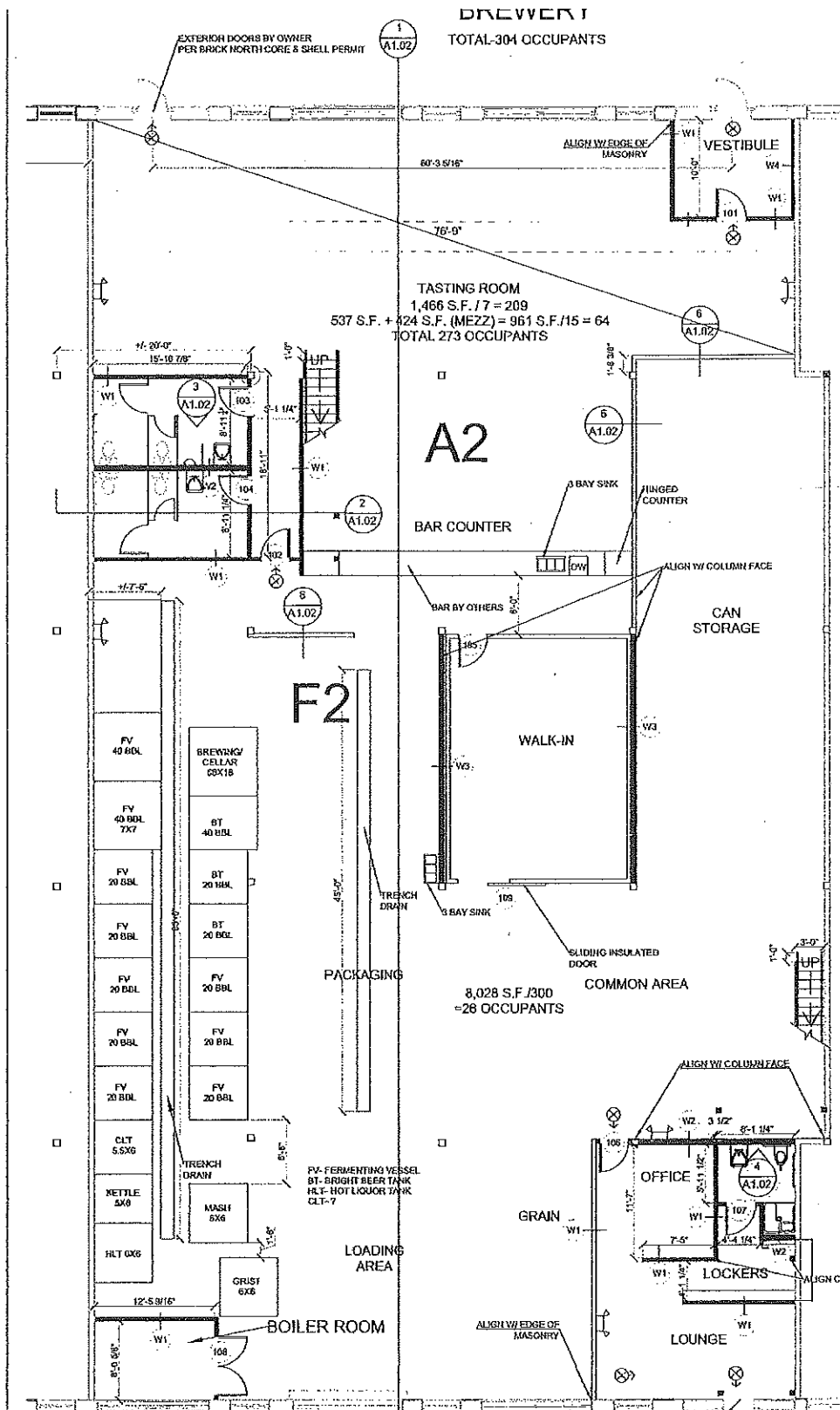
WALK-IN

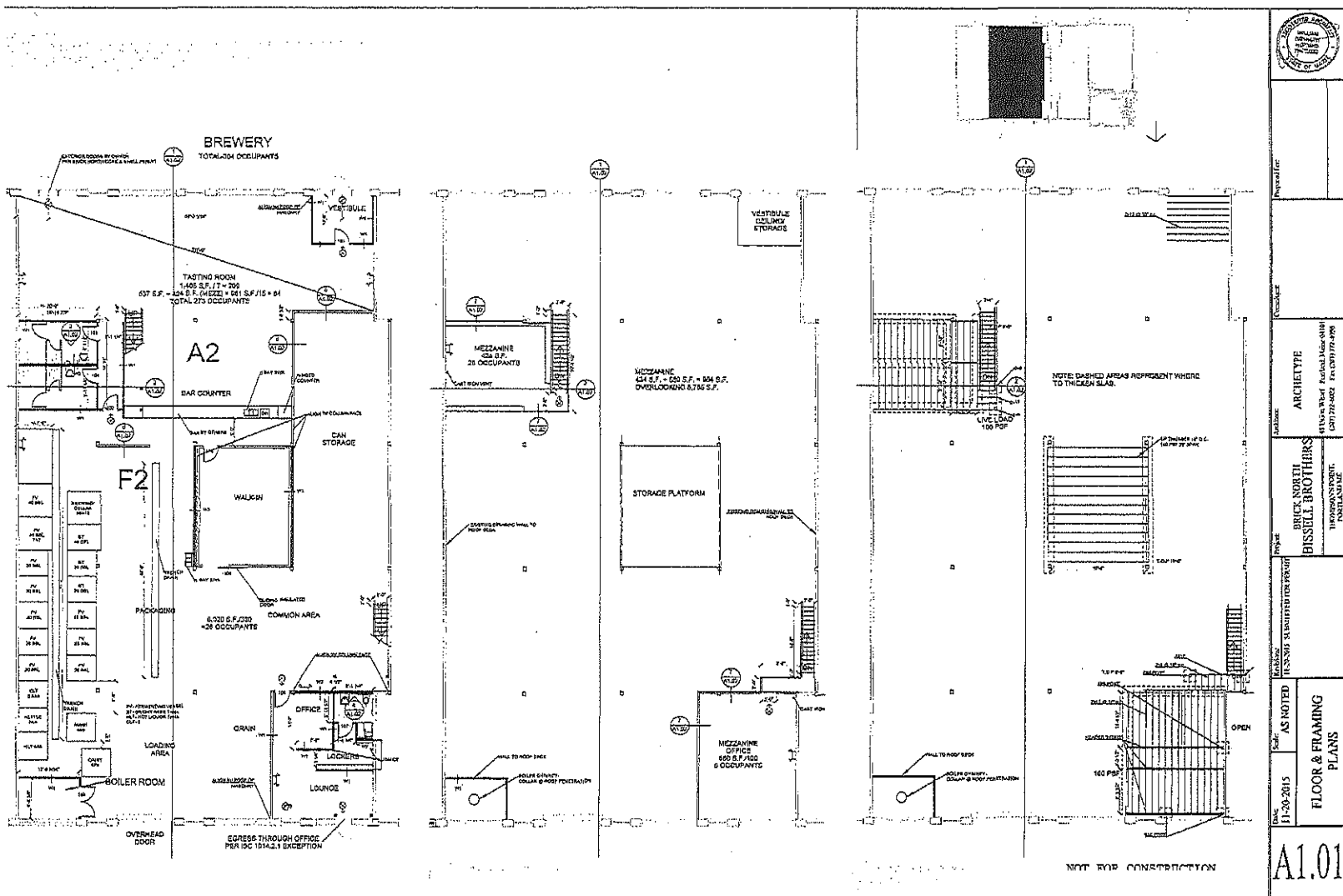
F2











[illegible]

1	SUP FORM CONCRETE CURT VERTICAL, SLOPED OR GAPE COR BEAM JOINT - SEE DETAIL
2	TYPE 1 VERTICAL GRANITE CURT
3	TIP DOWN
4	TRANSITION DETAIL VERTICAL GRANITE TO SUP FORM CONCRETE

ALL MAMMALS ALL TO BE 4 MONTH SINGLE COLO WHITE LANE EXCEPT 4 MONTH OF
THE BROWN 1986

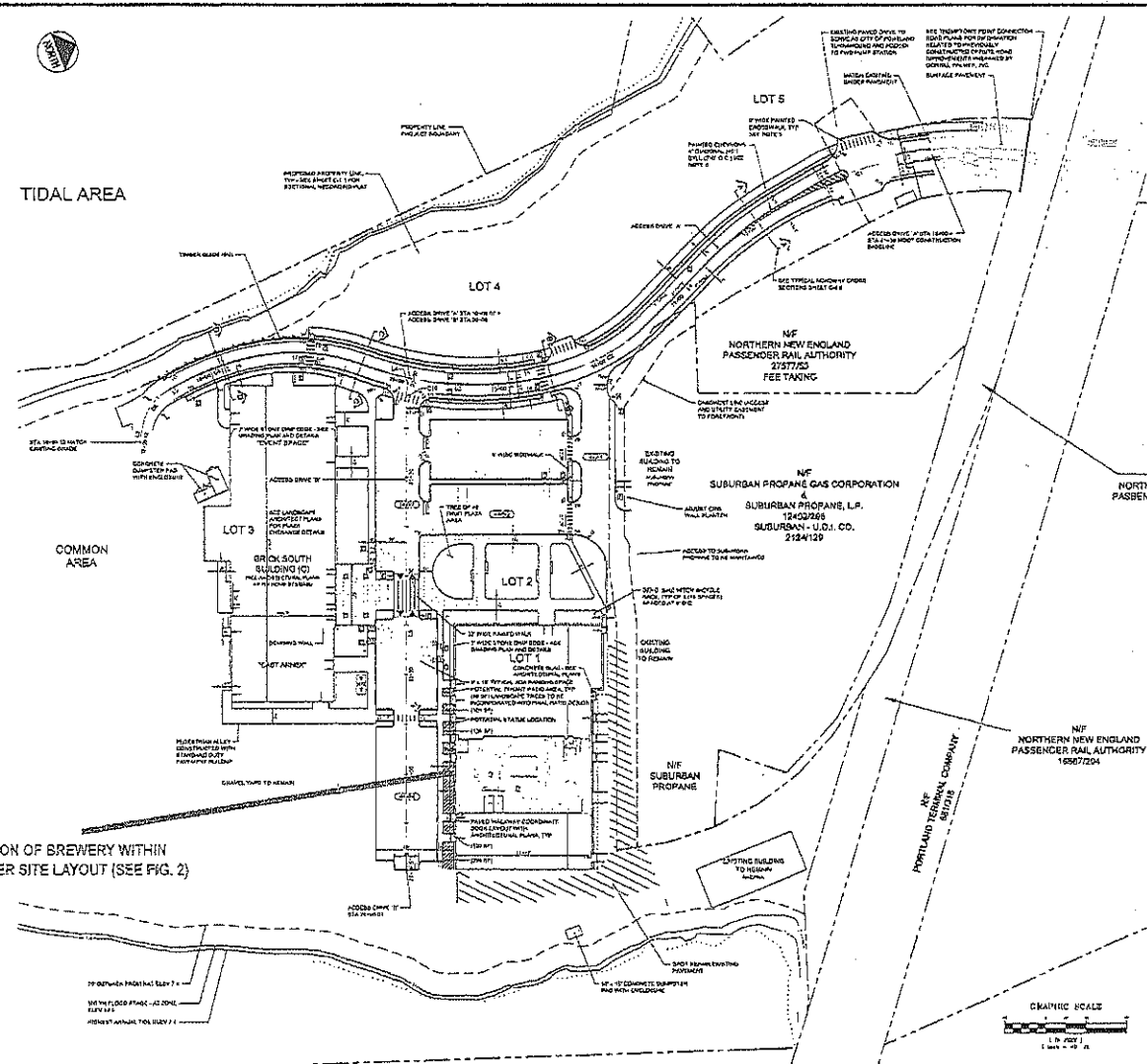
	HEAVY DUTY PAVEMENT
	STANDARD DUTY PAVEMENT
	LIGHT DUTY PAVEMENT
	RESURF, FINE GRADE AND PAVE
	SPOT PAVEMENT REPAIR
	SEMI-RIGID PAVEMENT SIDEWALK

101	102	103	104	105	106

DIRECTIONAL TABLE		
Q	WINDMILL	DIRECTION
81	77/25	DRIFT 80° 10° 25'
61	15/42	DRIFT 60° 10° 45'
54	10/40	DRIFT 50° 10° 45'
46	20/40	DRIFT 10° 10° 45'
21	40/40	DRIFT 40° 10° 45'

BASELINE CURVE TABLE						
2-DIMENSIONAL LENGTH: DELTA		TANGENT		PC STATION	PT STATION	
01	266.00	362.50	2945.10	531.46	1049.95	
02	250.00	154.00	3227.22	581.46	1137.22	
03	977.82	168.00	3336.04	628.46	1247.82	
04	1835.00	120.26	3427.00	664.52	1374.00	
05	1718.00	81.17	3517.17	693.20	1505.00	
06	962.00	41.49	3572.31	724.46	1649.21	
07	686.00	10.71	3611.46	735.20	1685.00	

LOCATION OF BREWERY WITHIN
GREATER SITE LAYOUT (SEE FIG. 2)



PRELIMINARY - NOT
FOR CONSTRUCTION

1/2" = 1' SCALE 1/4" = 1' SCALE 1/8" = 1' SCALE 1/16" = 1' SCALE 1/32" = 1' SCALE 1/64" = 1' SCALE 1/128" = 1' SCALE 1/256" = 1' SCALE 1/512" = 1' SCALE 1/1024" = 1' SCALE 1/2048" = 1' SCALE 1/4096" = 1' SCALE 1/8192" = 1' SCALE 1/16384" = 1' SCALE 1/32768" = 1' SCALE 1/65536" = 1' SCALE 1/131072" = 1' SCALE 1/262144" = 1' SCALE 1/524288" = 1' SCALE 1/1048576" = 1' SCALE 1/2097152" = 1' SCALE 1/4194304" = 1' SCALE 1/8388608" = 1' SCALE 1/16777216" = 1' SCALE 1/33554432" = 1' SCALE 1/67108864" = 1' SCALE 1/134217728" = 1' SCALE 1/268435456" = 1' SCALE 1/536870912" = 1' SCALE 1/1073741824" = 1' SCALE 1/2147483648" = 1' SCALE 1/4294967296" = 1' SCALE 1/8589934592" = 1' SCALE 1/17179869184" = 1' SCALE 1/34359738368" = 1' SCALE 1/68719476736" = 1' SCALE 1/137438953472" = 1' SCALE 1/274877906944" = 1' SCALE 1/549755813888" = 1' SCALE 1/1099511627776" = 1' SCALE 1/2199023255552" = 1' SCALE 1/4398046511104" = 1' SCALE 1/8796093022208" = 1' SCALE 1/17592186044416" = 1' SCALE 1/35184372088832" = 1' SCALE 1/70368744177664" = 1' SCALE 1/140737488355328" = 1' SCALE 1/281474976710656" = 1' SCALE 1/562949953421312" = 1' SCALE 1/1125899906842624" = 1' SCALE 1/2251799813685248" = 1' SCALE 1/4503599627370496" = 1' SCALE 1/9007199254740992" = 1' SCALE 1/18014398509481984" = 1' SCALE 1/36028797018963968" = 1' SCALE 1/72057594037927936" = 1' SCALE 1/144115188075855872" = 1' SCALE 1/288230376151711744" = 1' SCALE 1/576460752303423488" = 1' SCALE 1/1152921504606846976" = 1' SCALE 1/2305843009213693952" = 1' SCALE 1/4611686018427387904" = 1' SCALE 1/9223372036854775808" = 1' SCALE 1/18446744073709551616" = 1' SCALE 1/36893488147419103232" = 1' SCALE 1/73786976294838206464" = 1' SCALE 1/147573952589676412928" = 1' SCALE 1/295147905179352825856" = 1' SCALE 1/590295810358705651712" = 1' SCALE 1/1180591620717411303424" = 1' SCALE 1/2361183241434822606848" = 1' SCALE 1/4722366482869645213696" = 1' SCALE 1/9444732965739290427392" = 1' SCALE 1/18889465931478580854784" = 1' SCALE 1/37778931862957161709568" = 1' SCALE 1/75557863725914323419136" = 1' SCALE 1/151115727451828646838272" = 1' SCALE 1/302231454903657293676544" = 1' SCALE 1/604462909807314587353088" = 1' SCALE 1/1208925819614629174706176" = 1' SCALE 1/2417851639229258349412352" = 1' SCALE 1/4835703278458516698824704" = 1' SCALE 1/9671406556917033397649408" = 1' SCALE 1/19342813113834066795298816" = 1' SCALE 1/38685626227668133590597632" = 1' SCALE 1/77371252455336267181195264" = 1' SCALE 1/154742504910672534362390528" = 1' SCALE 1/309485009821345068724781056" = 1' SCALE 1/618970019642690137449562112" = 1' SCALE 1/1237940039285380274899124224" = 1' SCALE 1/2475880078570760549798248448" = 1' SCALE 1/4951760157141521099596496896" = 1' SCALE 1/9903520314283042199192993792" = 1' SCALE 1/19807040628566084398385987584" = 1' SCALE 1/39614081257132168796771975168" = 1' SCALE 1/79228162514264337593543950336" = 1' SCALE 1/158456325028528675187087900672" = 1' SCALE 1/316912650057057350374175801344" = 1' SCALE 1/633825300114114700748351602688" = 1' SCALE 1/1267650600228229401496703205376" = 1' SCALE 1/2535301200456458802993406410752" = 1' SCALE 1/5070602400912917605986812821504" = 1' SCALE 1/10141204801825835211973625643008" = 1' SCALE 1/20282409603651670423947251286016" = 1' SCALE 1/40564819207303340847894502572032" = 1' SCALE 1/81129638414606681695789005144064" = 1' SCALE 1/162259276829213363391578010288128" = 1' SCALE 1/324518553658426726783156020576256" = 1' SCALE 1/649037107316853453566312041152512" = 1' SCALE 1/1298074214633706907132624082305024" = 1' SCALE 1/2596148429267413814265248164610048" = 1' SCALE 1/5192296858534827628530496329220096" = 1' SCALE 1/10384593717069655257060992658440192" = 1' SCALE 1/20769187434139310514121985316880384" = 1' SCALE 1/41538374868278621028243970633760768" = 1' SCALE 1/83076749736557242056487941267521536" = 1' SCALE 1/166153499473114484112975882535043072" = 1' SCALE 1/332306998946228968225951765070086144" = 1' SCALE 1/664613997892457936451903530140172288" = 1' SCALE 1/1329227995784915872903807060280344576" = 1' SCALE 1/2658455991569831745807614120560689152" = 1' SCALE 1/5316911983139663491615228241121378304" = 1' SCALE 1/10633823966279326983230456482242756608" = 1' SCALE 1/21267647932558653966460912964485513216" = 1' SCALE 1/42535295865117307932921825928971026432" = 1' SCALE 1/850705917302346158	
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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 #: MIQ99C821841

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2016-04-07) :

Inquiries Name(s) PETER BISSELL (1983-08-10)

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: 2016-04-07**

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: (323761A).

Identification

Subject Name/or potential Alias Name(s)

BISSELL, PETER J

Subject Description (date information provided listed in parentheses)

State ID Number ME0079747	DOC Number Unknown/NA	
Sex Male	Race White	Skin Tone Unknown/NA
Height 510	Weight 155	Date of Birth 1983-08-10
Hair Color Brown	Eye Color Green	
Scars, Marks, and Tattoos Unknown/NA		
Place of Birth Unknown/NA	Citizenship Unknown/NA	
Residence Residence as of Address	2004-12-02 22 BAUMANN NELSON ORONO, ME 04469	
Caution Information Firearms Disqualified	C - Cleared	

Criminal History

Cycle 001

ATN/Tracking Number 323761A
Earliest Event Date 2004-11-13

Arrest/Charge (Cycle 001)
Arrest/Charge Date 2004-11-13
Arresting/Charging Agency UNIVERSITY OF MAINE PD ORONO; ME0101800
Subject Name(s) BISSELL, PETER J
Arrest Type Adult

Charge 1

Charge Number 323761A 001
Charge Tracking Number 323761A
Charge Case Number 04U-09507
Agency UNIVERSITY OF MAINE PD ORONO; ME0101800
Offense Date 2004-11-13
Charge Description ALLOW MINOR TO POSSESS OR CONSUME LIQUOR
(Charge Class D)
Statute 28-A MRSA SUBSECTION 2081(1)(B)(1)
State Sequence Code 9859
Severity Misdemeanor

Prosecutor Disposition No data supplied

Court Disposition (Cycle 001)
Court Case Number BANDCCR200500078
Court Agency 3RD DISTRICT COURT BANGOR; ME010025J
Charge 1

Charge Number 323761A 001
Charge Tracking Number 323761A
Agency 3RD DISTRICT COURT BANGOR; ME010025J
Offense Date 2004-11-13
Charge Description ALLOW MINOR TO POSSESS OR CONSUME LIQUOR
(Charge Class D)
Statute 28-A MRSA SUBSECTION 2081(1)(B)(1)
State Sequence Code 9859
Severity Misdemeanor
Disposition 2005-01-28; GUILTY

Sentencing (Cycle 001)

Sentencing Agency 3RD DISTRICT COURT BANGOR; ME010025J

Court Case Number BANDCCR200500078

Charge Number 323761A 001

Charge Sequence Number 1

Charge Tracking Number 323761A

Sentence 2005-01-28: FINED \$400.00

Corrections No data supplied

Index of Agencies

Agency 3RD DISTRICT COURT BANGOR; ME010025J
Agency Telephone 207-941-3040
Address 73 HAMMOND ST
BANGOR, ME 04401

Agency UNIVERSITY OF MAINE PD ORONO; ME0101800
Agency Telephone 207-581-4053
Address 5794 PUBLIC SAFETY
ORONO, ME 04468-0001

4/8/2016

<https://www5.informae.org/cgi-bin/online/por/getrecord.pl?e=bl@portlandmaine.gov&f=MIQ99C821838&i=2804656>



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 #: MIQ99C821838

Criminal History Record

Introduction

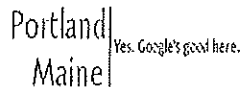
This criminal history record was produced in response to the following request (Produced on 2016-04-07) :

Inquiries Name(s) NOAH BISSELL (1989-12-27)

NO MATCH WAS FOUND FOR YOUR REQUEST.

4/12/2016

City of Portland Mail - Bissell Brothers - 4 Thompson's Point



Janice Gardner <jgardner@portlandmaine.gov>

Bissell Brothers - 4 Thompson's Point

Gary Rogers <garyr@portlandmaine.gov>

Tue, Apr 12, 2016 at 9:22 AM

To: "Janice Gardner (Business Licensing)" <bl@portlandmaine.gov>

Police approve

On Thu, Apr 7, 2016 at 3:28 PM, Janice Gardner (Business Licensing) <bl@portlandmaine.gov> wrote:
[Quoted text hidden]

Commander Gary Rogers
Portland Police Department
109 Middle Street
Portland, Maine 04101
(207) 874-8546

Portland, Maine



Yes. Life's good here.

Office of the City Clerk
Katherine L. Jones, CCM, City Clerk

April 19, 2016

Bissell Brothers
Attn: Peter Bissell
166 Mussey St.
Portland, ME 04106

Re: Peter Bissell & Noah Bissell d/b/a Bissell Brothers. Applications for a Brewery Alcohol Service License with Outdoor Dining on Private Property and Entertainment without Dance at 4 Thompson's Point.

Dear Peter & Noah,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, May 2nd, at 5:00 p.m.**, for the review of your application for a Brewery Alcohol Service License with Outdoor Dining on Private Property and Entertainment without Dance at 4 Thompson's Point. 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 239-15/16
Tab 6 5-2-16*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

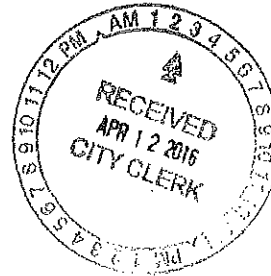
DAVID BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Alizarin Inc. d/b/a Sweetgrass Winery & Distillery. Application for a Winery Alcohol Service License at 324 Fore St.

Sweetgrass Farm
WINERY & DISTILLERY

325 Carroll Road
Union, ME 04862



April 6, 2016

Mayor Ethan K. Strimling
Portland City Council:

Belinda S. Ray, Spencer Thibodeau, Edward J. Suslovic, Justin Costa,
David Brenerman, Jill C. Duson, Jon Hlnck, and Nicholas M. Mavodones, Jr.

389 Congress St Suite 208
Portland, ME 04101

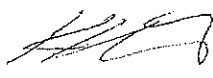
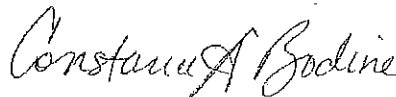
Dear Mayor Strimling and Portland City Councilors,

We hereby submit this letter of intent to acquire a Brewery, Winery, and Distillery Alcohol Service License for our shop, Sweetgrass Winery & Distillery Old Port Tasting Room and Shop, located at 324 Fore Street in Portland. We have been a licensed winery and distillery in Maine for 10 years and have been legally conducting business at our satellite tasting room and shop in the Old Port for over 2 years now. It is because of the City's recent creation of a new license for our type of business that we are asking for your approval for a license for our existing business on Fore Street.

Sweetgrass Winery & Distillery Old Port Tasting Room and Shop opened February 2014. We are a small quiet shop with 95% of our sales for off premises consumption. We do not have tables and we don't offer drinks/cocktails but we do offer tastings (1/4 ounce for spirits, 1/2 ounce for ports, and 1 ounce for wines with a maximum of 4 items to taste). A typical customer spends 20 minutes in our establishment tasting and selecting their products to take home to enjoy. Our products are made at our farm winery distillery in Union from over 70,000 pounds of Maine grown fruit and grain. Our employees are salaried and don't work for tips. Our store is open year round and store hours are typical retail hours, closing by 6 pm. We take good care of our premises, have never violated any laws, and participate in PDD events like Shop for a Cause and the holiday window decorating contest.

Thank you for considering Sweetgrass for this new license. We look forward to continuing doing business in Portland.

Sincerely,

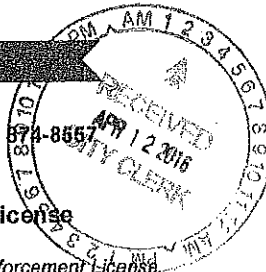
Keith and Constance Bodine

Portland, Maine



Yes. Life's good here.

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



Application for Brewery, Winery and Distillery Alcohol Service License

License expiration date concurrent with that of State of Maine Dept. of Liquor Licensing & Enforcement License.

Business Information	Alizanni Inc		
Business Name (d/b/a):	Sweetgrass Winery + Distillery	Phone:	207 785-3024
Location Address:	324 Fore Street	Zip:	
If new, what was formerly at this location:	NA		
Mailing Address:	325 Carroll Rd Union ME	Zip:	04862
Contact Person:	Constance Bodine	Phone:	207 785-3024
Contact Person Email:	Constance@SweetgrassWinery.com		
Manager of Establishment:	Courtney Williamson	Date of Birth:	8/10/89
		Phone:	207 761-8446
Owner of Premises (Landlord):	Math Cardente / Fore Street Investments LLC		
Address of Premises Owner:	Fore Street Investments LLC	Zip:	
	322 Fore St, Portland, ME 04101		

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Alizanni Inc		325 Carroll Rd Union ME 04862	
Contact Person:	Keith K. Bodine	Phone:	207 785-3024
Principal Officers	Title	Date of Birth	Residence Address
Keith Bodine	Wine/Make Distiller	6/19/65	325 Carroll Rd Union ME
Constance Bodine	GM	3/15/65	325 Carroll Rd Union ME

About Your Establishment

Type of Establishment:	Brewery ☐ Winery ☒ Distillery ☐
Hours & days of operation:	Thurs through Monday, Hours Thurs, Fri, Mon Noon-6pm Saturday 11am-6pm Sunday Noon-5pm

QUESTIONS	
Will food be made, served, and/or sold on the premise by this establishment?	Y/N ☒
If yes, please submit a City of Portland Food Service Establishment license application.	
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, Constance Bodine 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).

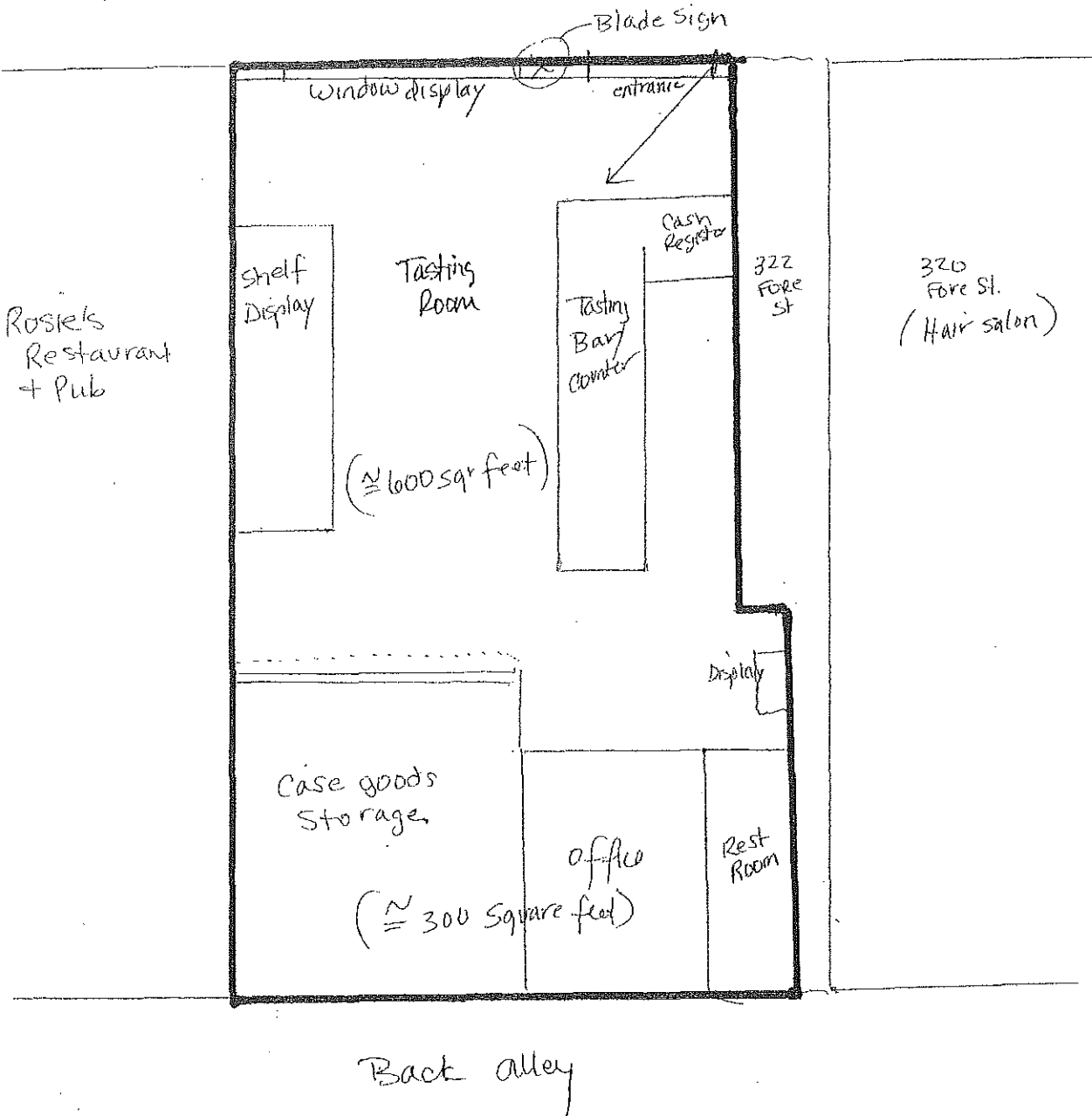
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts 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 Constance A. Bodine Title Owner/owner Date 4/16/2016

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.

Fore Street



Sweetgrass Winery + Distillery
old port Tasting Room + shop
324 Fore St Portland 04101

4/13/2016

<https://www5.inform.e.org/cgi-bin/online/pcr/getrecord.pl?e=bl@portlandmaine.gov&f=MIQ99C827425&l=2809627>



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 #: MIQ99C827425

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2016-04-13) :

Inquiries Name(s) KEITH BODINE (1965-06-19)

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 #: MIQ99C827428

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2016-04-13) :

Inquiries Name(s) CONSTANCE BODINE (1965-03-15)

NO MATCH WAS FOUND FOR YOUR REQUEST.

4/13/2016

<https://www5.inform.e.org/cgi-bin/online/pcr/getrecord.pl?e=bi@portlandmaine.gov&f=MIQ99C827426&i=2809626>



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 #: MIQ99C827426

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2016-04-13) :

Inquiries Name(s) COURTNEY WILLIAMSON (1989-08-10)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

Office of the City Clerk
Katherine L. Jones, CCM, City Clerk

April 19, 2016

Alizarin Inc. d/b/a Sweetgrass Winery & Distillery
Attn: Keith & Constance Bodine
324 Fore St.
Union, ME 04862

Re: Alizarin Inc. d/b/a Sweetgrass Winery & Distillery. Application for a Winery Alcohol Service License at 324 Fore St.

Dear Keith & Constance,

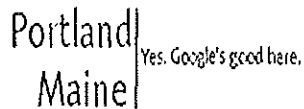
This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, May 2nd**, at 5:00 p.m. for the review of your application for a Winery Alcohol Service License at 324 Fore St. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 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



Janice Gardner <jgardner@portlandmaine.gov>

Sweetgrass Winery - Winery Alcohol Service License - 324 Fore St.

Gary Rogers <garyr@portlandmaine.gov>

Wed, Apr 20, 2016 at 4:22 PM

To: "Janice Gardner (Business Licensing)" <bl@portlandmaine.gov>

Police approve

On Wed, Apr 13, 2016 at 12:40 PM, Janice Gardner (Business Licensing) <bl@portlandmaine.gov> wrote:
[Quoted text hidden]

—
Commander Gary Rogers
Portland Police Department
109 Middle Street
Portland, Maine 04101
(207) 874-8546

*Order 240-15/16
Tab 7 5-2-16*

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 FIVE-YEAR SIGNATORY AIRLINE
OPERATING AGREEMENT AND LEASE
FOR JETPORT SIGNATORY AIRLINES**

ORDERED, that the five-year signatory airline operating and lease agreement for signatory airlines at the Portland International Jetport is hereby approved substantially in the form attached hereto; and

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

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Paul Bradbury, Airport Director

DATE: April 6, 2016 (Revised April 22, 2016)

DISTRIBUTION: Jon Jennings, City Manager; Mayor Strimling; Danielle West-Chuhta, Corporation Counsel; Sonia Bean; Nancy English; Julie Sullivan

SUBJECT: Request of Council Approval of a new Signatory Airline Operating Agreement and Lease at the Portland International Jetport.

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: May 2, 2016 **Final Action:** May 2, 2016

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

Action can be taken at a later date, but should be taken prior to May 18, 2016 to avoid the need to exercise the holding over provision of the current agreement.

I. SUMMARY OF ISSUE (Agenda Description)

The Portland International Jetport issues a single uniform operating and lease agreement and airlines executing this agreement are designated as Signatory Airlines at the Jetport. The Jetport currently has six Signatory Airlines: American, Delta, FedEx, JetBlue, Southwest, and United operating under this agreement.

The current agreement was approved by the City Council on February 17, 2010 and each of the Jetport's Signatory Airlines executed the agreement for five years starting in May of 2010. The agreement was extended by the City Council for one additional year in 2015. The Jetport has negotiated a new proposed five year agreement with the airlines of similar form to the prior agreement.

The agreement provides the airlines with the right to have both exclusive use space (e.g. their offices), preferential use space (e.g. the gates and boarding bridges) and common use space (e.g. the gate hold room and baggage areas).

Pursuant to the Agreement, the airlines share in the cost of improving and running the airport through the Cost Centers for the Terminal and the Airfield. These costs are set annually through the rates and charges meeting with the Signatory Airlines held in the fall.

The new agreement includes the following changes:

- The term will be for five years through May 18, 2021.
- The prior agreement had significant language around the approval, timing, and cost of the terminal expansion which is no longer applicable and has been removed.
- The new agreement provides for a new “Class” of signatory carrier with half the annual landed weight requirement. This new Class will pay 1.125 times the signatory landing fee rate, while a non-signatory carrier will pay 1.25 times the signatory landing fee rate. This incentivizes carriers with limited capacity to become a Signatory at the Jetport.

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

This operating and lease agreement does not contain a termination at the convenience of the City clause, so it must be approved by the City Council.

III. INTENDED RESULT

The approval of this agreement will allow the Jetport and its Signatory Airlines to continue to operate in what has been a mutually beneficial business relationship over the past six years. This agreement provides for guaranteed minimum payments by the airlines through the term of this agreement for landing fees and terminal rent.

IV. COUNCIL GOAL ADDRESSED

The Portland International Jetport provides a robust connection for the region to the national air transportation system and in doing so plays an important role in supporting the City Council’s economic development goals. Approval of the Signatory Airline Operating Agreement and Lease will allow the Jetport to lock in a commitment from its carriers to operate and/or pay for a minimum level of air carrier activity.

V. FINANCIAL IMPACT

Approval of the new agreement will allow the Jetport to maintain its current airline revenue which is budgeted at \$7.35 million for fiscal year 2017.

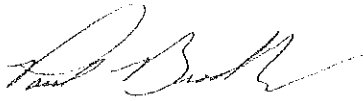
VI. STAFF ANALYSIS AND RECOMMENDATION

Approval of the Signatory Airline Operating Agreement and Lease will allow the Jetport to continue a mutually beneficial business relationship with its Signatory Airlines.

Jetport staff highly recommends the City Council approve the proposed Signatory Airline Operating Agreement and Lease.

VII. LIST ATTACHMENTS

Proposed Airline Operating Agreement and Lease at the Portland International Jetport

A handwritten signature in black ink, appearing to be "L. Bush", written above a horizontal line.

Signature

April 6, 2016

Date

CITY OF PORTLAND, MAINE
DEPARTMENT OF AVIATION
AND TRANSPORTATION



SIGNATORY AIRLINE
OPERATING AGREEMENT AND LEASE
AT THE
PORTLAND INTERNATIONAL JETPORT



MAY 19, 2016

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**PORTLAND INTERNATIONAL JETPORT
AIRLINE OPERATING AGREEMENT AND
TERMINAL BUILDING LEASE**

THIS AGREEMENT AND LEASE (hereinafter referred to as the "Agreement"), entered into this _____ day of _____, 2016, by and between the CITY OF PORTLAND, a body politic and corporate, located in the County of Cumberland, State of Maine (hereinafter "City"), and «Airline Name», a corporation organized and existing under the laws of the State of «State» (hereinafter "Airline"), with a principal office located at _____.

WITNESSETH:

WHEREAS, City owns and operates Portland International Jetport (hereinafter "Airport" or "Jetport") and

WHEREAS, City has the right to lease premises and facilities at the Airport and to grant rights, licenses, and privileges on and in connection therewith, and

WHEREAS, Airline desires to lease from City certain premises and facilities and acquire certain rights, licenses, and privileges in connection with its use of the Airport, and City is willing to lease and grant the same to Airline in accordance with the terms, provisions, and conditions hereinafter set forth in this Agreement;

WHEREAS, Airline is engaged in the business of commercial transportation of persons, property, cargo, express, and mail by air and is certified or otherwise authorized by the United States Government to engage in such business; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Definitions

The following words and phrases, wherever used in this Agreement, shall, for the purpose of this Agreement, have the following meanings:

1. "Aircraft Arrival" means any aircraft arrival at the Airport, including, without limitation, scheduled, charter, or any other flights operated by an Air Transportation Company. Aircraft Arrivals exclude flights which are forced to return and "land" at the Airport because of meteorological conditions, mechanical or operating causes, or for a similar emergency or precautionary reason.

2. "Airline" means «Airline Name», a corporation organized and existing by virtue of the laws of «State».

3. "Airport" or "Jetport" means Portland International Jetport, as shown on Exhibit A, "Airport Layout and Cost Center Plan", and as it may be modified or expanded from time to time in accordance with this Agreement.

4. "Airport Cost Centers" means the following cost centers, more fully depicted on Exhibit A, to be used in accounting for Airport revenues and expenses and for calculating and adjusting certain rentals, fees, and charges described herein as they now exist or may hereafter be modified, changed, or developed with the approval of the Majority in Interest, as applicable, (also referred to herein as "MII") as more particularly described below:

a. Direct Cost Centers

☐ "Terminal Building" means the passenger terminal building, its curbside, and landscaped areas adjacent to the Terminal Building (also referred to in City Budget documents as "Jetport Terminal");

☐ "Airport Airfield" means the airfield at the Airport, including runways, taxiways, aprons, approach and runway protection zones, safety areas, infield areas, City-owned landing and navigational aids, perimeter fences and gates, service roads, airfield maintenance facility, airfield drainage system, and land areas at the Airport required by or related to aircraft operations (landings, take-offs, and taxiing) (also referred to in City Budget documents as "Jetport Field").

□ "General Aviation Terminal" means the hangars, buildings, and exclusively leased apron areas occupied by the Airport's fixed base operators, corporate/private aircraft operators, and cargo operators (also referred to in City Budget documents as "Jetport GAT"). During the term of this Agreement, the City may rename this cost center.

b. Indirect Cost Centers, including all personnel, services, equipment, and facilities used to provide support to the Airport for the following services:

- "Jetport/City Administration"
- "Police and Security"
- "Aircraft Rescue and Fire Fighting"
- "Roadways" (which means the terminal frontage, access and circulation roads).

5. "Air Transportation" means the carriage of persons, property, cargo, express, or mail by aircraft.

6. "Air Transportation Company" means any person which engages in the carriage of persons, property, cargo, express, or mail by aircraft.

7. "Bonds" means airport revenue bonds, general obligation bonds, or any other similar or substitute financing instrument that might be issued for Airport purposes under and pursuant to authorizing legislation.

8. "Capital Improvement Program" means a program of Capital Improvements as outlined on Exhibit B, attached hereto and made part hereof, or any hereafter approved.

9. "Capital Improvements" means any single item costing more than \$50,000 (net of grants-in-aid as filed with the FAA as a project Pre-application for funding) that is acquired, purchased, and/or constructed by City to improve, maintain, preserve, or develop the Airport. Capital Improvements shall include but not be limited to (1) the acquisition of land or easements; (2) the purchase of machinery, equipment or rolling stock; (3) the planning, engineering, design, and construction of new

facilities; (4) the renovation of existing facilities, or (5) the performance of any extraordinary, nonrecurring major maintenance of existing facilities. The City shall amortize the cost over the useful life of the capital improvement.

10. "Code Share Airline" means an Air Transportation Company which operates any aircraft at the Airport and has a marketing agreement with a Signatory Airline for shared ticketing in which its passenger tickets for travel to and from the Airport are written designating the Signatory Airline code.

11. "Common Use Space" means any City owned or controlled facilities, including but not limited to ticket counters, baggage make-up, baggage claim, outbound baggage, security screening, gate areas and aprons, holding rooms and loading bridges used for providing services to the traveling public, unless such space or spaces are specifically included in an airline's exclusive use space in the Terminal Building.

12. "Consumer Price Index or CPI" The Consumer Price Index, all Urban Consumers, Northeast Urban, base period 1982-84, published by the U.S. Department of Labor, Bureau of Labor Statistics or successor index if the CPI is discontinued. For purposes of this Agreement, all changes to the CPI shall be calculated based on the change in the CPI during the 12 months immediately preceding the month of adjustment. The referenced Consumer Price Index may be located at: <http://data.bls.gov/cgi-bin/surveymost/> (United States Department of Labor).

13. "Department" means the Department of Aviation and Transportation of the City of Portland, or successor department thereto which includes the Airport.

14. "Deplaned Passenger" means all local disembarking, interline transfer, and intraline transfer revenue passengers of all Air Transportation Companies and of other airlines handled by Airline at the Airport.

15. "Director" means the Director of the Portland International Jetport, or his or her duly authorized designee.

16. "Enplaned Passenger" means all local boarding, interline transfer, and intraline transfer passengers of all Air Transportation Companies and of other airlines handled by Airline at the Airport.

pursuant to Section 3.02, Paragraph G. "Passengers" means and includes all those who are reported to the DOT on form 298-C, T-100, or similar form.

17. "Equipment and Capital Outlay" means any single item required by the City for the operation of the Airport and not included in Maintenance and Operating Expenses, costing \$50,000 or less (net of grants in-aid) . In the event that in any fiscal year, the aggregate amount of expenditures for equipment and capital outlays exceeds \$250,000, then each such item proposed thereafter in that fiscal year shall be subject to approval of the MII pursuant to the process for approval of Capital Improvements in Section 5.02.

18. "FAA" means the Federal Aviation Administration of the U.S. Department of Transportation or any federal agencies succeeding to its jurisdiction.

19. "FIS" means the Federal Inspection Services at the Airport used by agencies of the United States government for the inspection of passengers and their baggage, and for the exercise of their responsibilities with respect to movement of persons and property to and from the United States. The FIS shall not include aircraft parking aprons, loading bridges, holdroom, ticket counters or facilities for handling baggage after federal inspection.

20. "Fiscal Year" means the City's Fiscal Year, which is the twelve-month period commencing July 1 and extending to June 30 of the following year, or such other twelve-month period as may be adopted for the operation of the Airport.

21. "Hazardous Material or Materials" means any hazardous or toxic substances, materials, or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes that are or become regulated under any law applicable to the Airport including, without limitation, any material, waste or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, or which is defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

22. "International Arrivals Area" means that area in the Terminal Building designated for U.S. Government federal inspection services for the processing of arriving international passengers.

23. "Leased Premises" means the areas in the Terminal Building leased to or used by Airline under this Agreement, comprised of the following categories (Exhibit C), as further described in Section 4.01, and as they may be modified in the Expanded Terminal:

- a. "Exclusive Use Space"-- space leased exclusively to Airline.
- b. "Common Use Space"-- space used by Airline in common with all other airlines using the space.
- c. "Preferential Use Gate" -- gate or gates equipped with either a regional boarding bridge or a full-service boarding bridge and associated boarding counters and assigned to Airline by the Director, to be used on a preferential basis by Airline as provided in paragraph 29 below.
- d. "Preferential Use Ticket Counter" --ticket counter(s) and queuing area(s) in the Expanded Terminal and assigned to Airline by Director to be used on a preferential basis by Airline as provided in paragraph 29 below.

24. "Maintenance and Operating Expenses" (or "M&O Expenses") means, for any Fiscal Year, all reasonable expenses necessary to maintain, repair, operate and administer the Airport, including, but not limited to, bad debt expense, taxes and assessments, if any, and expenses for defending, settling, or satisfying litigation.

25. "Majority-in-Interest" ("MII") means, for the Airport Airfield Cost Center, fifty percent (50%) in number of all Signatory Airlines which, in the aggregate, paid fifty percent (50%) or more of Landing Fees (see Section 6.05) paid by all Signatory Airlines for the preceding Fiscal Year, and for the Terminal Building Cost Center (see paragraph 4 and Exhibit A) fifty percent (50%) in number of all Signatory Airlines which, in the aggregate, paid fifty percent (50%) or more of the terminal building rentals paid by all Signatory Airlines for the preceding Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be a Signatory Airline (a) so long as any Event of Default with respect to such airline has occurred and is continuing, (b) airline has been a Signatory Airline for less than six months, or (c) Airline operates less than one daily weekday (M-F)

flight. For the Terminal Building Cost Center, Signatory Airlines must be leasing and occupying terminal space in order to vote on MII projects.

26. "Maximum Gross Landed Weight" means the maximum landed weight that each aircraft operated by Airline at the Airport is certified by the FAA to land, as recited in Airline's flight manual governing that aircraft.

27. "Non-signatory Airline" means an airline that has not entered into a Signatory Airline Operating Agreement And Lease with the City.

28. "Person" means an individual, corporation, partnership, limited liability company, association or any entity, however formed.

29. "Preferential" means Airline's use of gate(s), ticket counters, queuing areas, and boarding bridges on a non-exclusive, preferential basis. Airline shall have priority in using gate(s), ticket counters, queuing areas, and bridges assigned to it by the Director on a preferential basis to accommodate its flights; however, the Director may authorize other airlines to use Airline's preferentially assigned aircraft gate(s), ticket counters, queuing areas, or bridges in periods when not in use by Airline, pursuant to Section 4.03. In the Expanded Terminal, Airline's ticket counter and queuing areas shall also be available on a Preferential basis.

29.5 "Regional Gates" shall mean the gates designated as Gates 2a, 2b and 2c in the Terminal Building, which gates shall be considered as one gate for cost center purposes.

30. "RON" or "Long Term Parking" shall mean Remain Overnight or Remain on Gate and shall apply to any aircraft approved to occupy a gate or parking position in excess of five (5) hours.

31. "Rules and Regulations" means those written rules, regulations, policies, and procedures that have been established by City or the Department, which are reasonable and non-discriminatory, for the orderly and efficient use of the Airport by airlines and other tenants and users of the Airport as the same may be amended, modified, or supplemented from time to time.

32. "Service Provider" means any company permitted by the City to provide aircraft services in accordance with ground and passenger handling services for a carrier(s).

33. "Signatory Airline" means an airline providing scheduled Air Transportation of passengers, property, cargo, express, and/or mail by air to and from the Airport that has executed this Agreement with the City covering the use and occupancy of facilities at the Airport.

a. Class 1 Signatory Airline means a Signatory Airline that has a minimum annual landed weight of 24,000,000 pounds. Class 1 Signatory Airlines must lease no less than five hundred (500) square feet of Exclusive Use Space, have Preferential use of at least one gate, and Preferential use of ticket counters and queuing areas.

b. Class 2 Signatory Airline means a Signatory Airline that has a minimum annual landed weight of 12,000,000 pounds. Class 1 Signatory Airlines must lease no less than one hundred fifty (150) square feet of Exclusive Use Space.

34. "Terminal Building Subcost Centers" means areas within the Terminal Building to be used for calculating and adjusting Terminal Building rental rates described herein, as shown on Exhibit D, as such areas now exist or, subject to the approval of MII, may hereafter be modified or developed, including:

- a. Terminal Space - Common Use Space
- b. Terminal Space – Exclusive Use
- c. Terminal Space – Preferential Use
- d. International Arrivals Area
- e. Public Space

35. "Terminal" or "Terminal Building" means the Jetport building depicted in Exhibit C.

36. "Total Airline Landed Weight" means the sum of the Maximum Certificated Gross Landing Weights for all Aircraft Arrivals of an airliner over a stated period of time.

37. "Total Airline Landed Weight of the Signatory Airlines" means the sum of the Maximum Certificated Gross Landing Weights for all Aircraft Arrivals of all Signatory Airlines over a stated period of time.

38. "Unassigned Facilities" means facilities which are available for lease.

Section 1.02 Cross-References

References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections, or exhibits of this Agreement, unless otherwise specified.

ARTICLE 2

TERM

Section 2.01 Term

This Agreement shall become effective on the date of execution and continue for a term of five (5) years, subject to prior termination as provided in Section 14 herein.

Section 2.02 Holding Over

Should Airline use the Leased Premises without the written consent of City after this Agreement has expired or terminated, Airline shall be deemed a tenant at sufferance during the period of such use and subject to fees, charges, and provisions as set forth in this Agreement, other than Article II "Term". In such event, City and Airline shall have all of the remedies provided under applicable laws.

ARTICLE 3

RIGHTS AND SPECIFIC PRIVILEGES

Section 3.01 Use of the Airport

Airline, its employees, passengers, guests, patrons, agents, independent contractors, suppliers, and invitees shall have the right to the use (in common with other duly authorized users) of those portions of the Airport and appurtenances, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for their common use at or in connection

with the Airport, subject to the Rules and Regulations. In addition, Airline shall have the right to exclusive use of areas so designated as its Exclusive Use premises and its Preferential Use areas as provided in Section 4.01.

Section 3.02 Specific Rights of Airline at the Airport.

Airline shall have the right, subject to limitations and conditions contained in this Agreement and in addition to all rights elsewhere granted in this Agreement, to use the Airport for the following purposes, subject to the Rules and Regulations:

- A. The operation of its commercial transportation system by aircraft for the carriage of persons, property, cargo, express, and mail, including all activities reasonably necessary to such operation.
- B. The landing, taking off, flying over, taxiing, pushing, towing, loading, unloading, deicing, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment owned or operated by Airline.
- C. The sale of Airline tickets, documentation of Airline shipments, handling of Airline reservations, and the loading and unloading of persons, property, cargo, express, and mail at the Airport by such motor vehicles or other means of conveyance as Airline may desire to use in the operation of its Air Transportation system. However, City reserves the right to require any ground transportation commercial carrier (including Airline, except for such ground transportation as Airline or its nominee may provide solely for the benefit of its employees) regularly transporting persons to and from the Airport to first secure and thereafter hold a valid lease, license, or other agreement with City for the right to carry persons to and from the Airport and shall pay City such rentals, fees and/or percentages of the fares of such ground transportation commercial carrier for such right as City may set. City further reserves the right to approve the location and type of any ticket dispensing machines which are outside of Airline's exclusive leased space
- D. Airline may use the Leased Premises for the training of Airline persons and testing of Airline's aircraft and other equipment at the Airport, provided that such training and testing are

limited to that incidental to Airline's Air Transportation business. Flight training shall be undertaken by Airline only to the extent permitted by and subject to the Rules and Regulations.

E. Airline may use the Leased Premises for the servicing by Airline, or by its suppliers of materials or Service Providers, of aircraft and other equipment operated by Airline with line maintenance or other materials or supplies, at its assigned aircraft parking positions or other aircraft parking positions designated by the Director. Department reserves the right at any time to designate other locations reasonably accessible from the Terminal Building for performance of aircraft maintenance and service activities if City believes that such activities would interfere with aircraft operations of other airlines in the Terminal Building. Aircraft engine run-ups shall not be allowed between the hours of 10 p.m. and 7 a.m., except when necessary due to an extraordinary and non-recurring circumstance. Aircraft engine run-ups shall be performed only in specific engine run-up area, as designated by Director.

F. Subject to Sections 304(F) herein, the purchase of Airline's requirements of personal property or services, including fuel, lubricants, food, beverage, and other passenger supplies, and any other materials and supplies used by Airline, from any person or company of Airline's choice for services to be performed for Airline that are incidental to the operation of Airline's Air Transportation business. Nothing herein shall restrict City from levying a reasonable and non-discriminatory concession fee on any person or company for conducting non-air transportation business at the Airport.

G. The sale, disposal, and exchange of Airline's aircraft, engines, accessories, oil, lubricants, other equipment, and materials or supplies to Code Share Airlines and Air Transportation Companies that Airline may ground handle at the Airport, and such sales, disposal or exchanges are not subject to the City's right to charge and collect fees or commissions for such sales, disposals or exchanges. Such sale, disposal, and exchange to any other Air Transportation company shall be subject to the City's right to charge and collect reasonable and non-discriminatory fees or commissions for such sales or exchanges, except for such sales under extraordinary, nonrecurring circumstances. Such right shall not be construed as authorizing the conduct of a separate regular business by Airline, but as permitting Airline to

perform only those functions that are incidental to the operation of its Air Transportation business

H. The installation and operation of Airline's standard corporate identifying signs and graphics on Airline's Exclusive Leased Premises; provided, however, all other signs and graphics shall be subject to the prior written approval of City.

I. The installation, maintenance, and operation of such radio, communication, meteorological, and aerial navigation equipment and facilities at suitable locations on the Airport, including computer equipment at passenger check in counters in the terminal building, as may be necessary for Airline's operations; provided that such equipment and facilities do not interfere with other airline or Airport communication, meteorological, or aerial navigation systems. The location of such equipment and facilities, method of installation and type of equipment shall be subject to the prior written approval of City and shall conform to all applicable federal, state, and local requirements.

J. The provision of baggage porter skycap service and curbside airline baggage check-in. Airline may arrange with other airlines to provide such services or may provide such services on its own behalf.

K. The use of City-owned passenger loading bridges at Airline's preferentially assigned gate(s) or ticket counter(s) subject to the following:

Airline has the right to assess and collect reasonable charges from others for the use of any systems, equipment (including passenger loading bridges) or furnishings purchased and installed by Airline.

L. The right to the use of the International Arrival Area, subject to availability and payment of then-current use charges.

M. The rights and privileges granted Airline under this Agreement with respect to the performance of ground services and activities in connection with its Air Transportation operation at the Airport may be exercised by Airline only for and on behalf of Airline for its regularly scheduled service or unscheduled service or Code Share Airline(s) and Airline shall

not be subject to the payment of fees or commissions in performing ground services for such Code Share Airline(s). However, City has the right to charge Airline reasonable and non-discriminatory fees or commissions for such ground services to Air Transportation companies that are not Code Share Airline(s).

Section 3.03 Employee Parking Facilities

City shall develop or cause to be developed for Airline's employees working at the Airport an area or areas for common vehicular parking facilities at locations reasonably convenient to the Terminal Building. Such facilities shall be located in an area designated by City. A reasonable fee, which does not exceed the cost of providing the vehicular parking facility, for the use of such facilities shall be charged to Airline or its employees by City or City's contracted parking manager. The current charge is \$15.00 per month for full-time employees based at Portland, \$7.00 per month for part-time employees based at Portland, and \$30.00 per month for all employees based elsewhere, which charges are below the City's current costs of providing the facility. Such fees may be adjusted annually beginning July 1, 2016, so long as they do not exceed the cost of providing the vehicular parking facility.

Section 3.04 Limitation on Use by Airline

In connection with the exercise of its rights under this Agreement, Airline:

- A. Shall not do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the water system, drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, heating or ventilation system, air conditioning system, electrical system, natural gas, or other Airport systems installed or located on or within the Leased Premises or the Airport.
- B. Shall not do or permit to be done any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- C. Shall not dispose of nor permit any employee, agent or contractor to dispose of any waste material taken from, or products used with respect to, its aircraft into the sanitary or storm sewers at the Airport or any other location on the Airport (whether liquid or solid), including but

not limited to Hazardous Materials, unless such waste material or products first be properly treated by equipment installed with the approval of City and any other administrative body having appropriate jurisdiction or are otherwise disposed of in compliance with applicable Environmental Laws.

D. Shall not keep or store, during any twenty-four (24) hour period, Hazardous Materials, including but not limited to, hazardous articles and materials such as flammable liquids and solids, corrosive liquids, compressed gasses, and magnetized or radioactive materials on the Airport in excess of Airline's working requirements during said twenty-four (24) hour period, except when the following conditions are met: (1) in accordance with standards established by the National Board of Fire Underwriters, any such liquids having a flash point of less than one hundred degrees (100°) Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories; (2) said material shall be under the control and care of designated Airline personnel; (3) said material shall be packaged and handled in compliance with applicable U.S. Department of Transportation, Environmental Protection Agency, and/or other such applicable regulations for transport and pretransport of hazardous articles and materials; and (4) said materials shall be stored in special storage areas designated by the Director while on the Airport.

E. Shall not install fuel storage tanks and/or pumping facilities for use in fueling any aircraft at the Airport without prior written approval of City.

F. Shall not maintain nor operate in the Terminal Building or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling or dispensing food or beverages to the public or to its employees or passengers; nor shall Airline in any manner otherwise provide for the sale or dispensing of food and beverages at the Airport, except that the Airline may provide vending machines solely for the sale of hot and cold beverages, food, and confections to Airline employees in areas not accessible to the general public. Airline may, by separate agreement with the City and to the extent it does not conflict with any pre-existing terminal concession agreements or extensions thereof, engage in the sale of food or beverages at any "V.I.P. Room" or similar private club at the Airport.

G. Shall comply with the FAA-approved Airport Security Plan as amended from time to time for the Airport. Any fines and/or penalties levied against the City for security violations at Portland International Jetport caused by Airline or any of its officers, employees, agents, or suppliers while under its control, shall be due and payable to the City by Airline.

H. It is understood and agreed that City reserves the right to charge a fee reflecting the City's reasonable costs of controlling access to restricted areas in the event that any government agency, having jurisdiction over airport, imposes a Security Mandate which increases the cost of providing access to the restricted areas. Airline shall have a thirty (30) day comment period prior to the effective date of any new fee proposed by City for controlling access to restricted areas.

I. Except as provided in Section 3.02, paragraph H, for standard corporate signs and graphics, Airline shall not engage in any form of advertising in its Leased Premises without the approval of the Director.

J. Airline acknowledges and agrees that de-icing is allowed only at the Jetport's de-icing capture ramp and shall only be performed by de-icing vendors meeting the Jetport's minimum standards.

Section 3.05 Airport Use Summary

A. At the request of City, Airline shall file an Airport Use Summary, herein referred to as the "Summary," with the Director within 30 days of the date hereof. Department shall provide Airline with a Summary report form requesting information specified below in regard to Airline's operation at the Airport. Airline shall maintain a current summary on file with the Director.

B. Accordingly, the Summary shall provide the following, subject to updates which are required to reflect any material changes:

1. Names, addresses, e-mail, and telephone numbers of Airline officials responsible for station operations, flight operations, properties, and facilities.
2. The current and proposed schedules of Airline's flight activity at the Airport. Airline shall make reasonable effort to notify the Director of significant schedule changes or the

addition of flights at the Airport prior to or no later than, when the public announcement thereof is made.

3. The description of Airline's fleet and identification of the class of Airline's aircraft that will serve the Airport. Airline shall provide reasonable notice of the introduction of an aircraft that is not being operated by Airline at the Airport on the date of this Agreement.

4. The identification of all of Airline's Code Share Airlines and the contact information as described in Paragraph 1 above for such Code Share Airlines and a copy of their scheduled flights.

4. The identification of Airline's anticipated facilities requirements at the Airport.

ARTICLE 4

PREMISES

Section 4.01 Premises in the Terminal Building

A. Categories of space.

Airline shall lease the areas in the terminal building on an Exclusive, Preferential, and Common Use basis as follows, as more particularly delineated on Exhibit C, and as may hereafter be modified, changed or developed by mutual agreement between City and Airline.

1. Exclusive Use Space
 - ☐ Office
 - ☐ Baggage office
2. Preferential Use Space
 - ☐ Airline Gates
 - ☐ Ticket counter and queuing areas
3. Common Use Space
 - ☐ Holdrooms
 - ☐ Baggage claim
 - ☐ Outbound baggage
 - ☐ Security screening

B. Space in the Terminal Building.

Airline shall lease or use the areas in the Terminal building as shown on Exhibit C. Exhibit C may be amended from time to time by mutual agreement of the parties as evidenced by the signature of an Airline representative and the Director on the replacement Exhibit C.

Section 4.02 Aircraft Parking Positions and Holdrooms

Airline agrees to work together with other airlines to park aircraft and ground service equipment in a safe manner. In the event of a dispute, the Director will be the final arbiter of the dispute.

Section 4.03 Accommodation of Airline and Other Airlines

A. To maximize the use of all facilities at the Airport and to facilitate the entry of new airlines, as well as the expansion of present airlines (hereinafter referred to as "requesting airlines"), Airline agrees, upon the request of Director, to accommodate such requesting airlines in its use of the preferentially assigned gate(s) or counter(s). To ensure compliance with this obligation and to provide open access and uniform treatment for all airline tenants, the following procedure is hereby established.

1. In order to secure the use of the terminal facilities, a requesting airline may:
 - a. Arrange to use City-controlled terminal space, common use space, and non-preferentially assigned gates (if any) or ticket counter(s) on a permit basis, or if no such space or gate(s) or ticket counters are available, then
 - b. Contact Airline and other airlines to request the use of such airline's preferentially assigned gate(s) or ticket counter(s) in accordance with this section.
2. In the event the requesting airline has demonstrated to City that it has contacted all airline lessees and has pursued all reasonable efforts to secure accommodations without success, such requesting airline shall notify the Director of its desire to be accommodated in the Terminal Building.

3. The Director shall then notify all airlines in writing that, if requesting airline is not accommodated within fifteen (15) days from the receipt of said notice, Director shall select one of the airlines to comply with the request for accommodation.
4. At the end of said fifteen (15) day period, if requesting airline has not been accommodated, Director will select Airline or another airline to accommodate the requesting airline, taking into consideration such factors as current utilization of preferentially assigned gate(s) or ticket counter(s), schedule compatibility, union work rules, competitive relationships, etc. In that event, Director shall send written notice to such airline (the "accommodating airline") to begin accommodating the requesting airline within thirty (30) days from the receipt of said notice. Director's judgment shall be final.
5. Unless Director rescinds such selection within said thirty (30) day period, the accommodating airline shall accommodate the requesting airline by sharing its preferentially assigned gate(s) or ticket counter(s), subject to the following conditions:
 - a. In case of a conflict between schedules of the accommodating airline and the requesting airline, the accommodating airline shall have preferential use of its preferentially assigned gate or ticket counter.
 - b. The accommodating airline may assess the requesting airline reasonable fees and charges under an appropriate contract for services rendered to, or premises shared with, requesting airline, which fees and charges shall be limited to Airline's direct and indirect costs plus a reasonable allowance for administration and profit not to exceed 25% of such costs. The accommodating airline shall have the right to require the requesting airline to indemnify it against liability arising out of such use.

Airline agrees that, if requested to accommodate another airline pursuant to this section, it will effect such accommodation on a timely, good faith basis and in a reasonable and equitable manner.

B. Without utilizing the above process, City reserves the right to reassign one or more of Airline's Preferentially assigned gate(s) (and/or ticket counter(s) and queuing area(s) in the Expanded Terminal) to another Signatory Airline(s) if: (1) Airline's scheduled average gate utilization falls below two [2] flights per gate per weekday (M-F); and (2) City determines that there is a reasonable need for the Preferential use of such gate(s) (and/or preferential ticket counter(s) or queuing area(s) in the Expanded Terminal) by another Signatory Airline(s).

Section 4.04 Use of City-Owned Passenger Loading Bridges

A. City-owned passenger loading bridges shall be made available to all airlines serving the Airport on a common use basis, unless assigned for preferential use.

B. The use of City-owned passenger loading bridges by Airline shall be subject to the following terms and conditions:

1. The bridges shall be operated only by employees or agents of Airline which shall be responsible for ensuring that all such employees or agents are trained and qualified to operate the bridges. City reserves the right to audit and evaluate such training and qualifications.
2. Airline shall be solely responsible for any and all damages, claims or injuries which may be caused by the operation of the bridges by its employees, agents, or servants, and shall defend, indemnify, and hold the City harmless for such operations in accordance with Section 11.02.
3. Airline shall be solely responsible for any damage to bridges caused by the action of its employees, agents or servants to the extent such damage is not collected under City's insurance, including without limitation, any deductible under such insurance.
4. City, during the term of this Agreement, shall maintain and keep in good repair the loading bridges referred to herein, and the cost of such maintenance shall be solely payable by the preferential use airline. Airline is responsible for promptly reporting to City any repair or maintenance which is needed to the loading bridges.

5. City shall maintain and keep in good repair a handicapped lift for use by Airline, but City prefers that all flights be handled through the passenger loading bridges which are handicapped accessible. Airline shall be responsible for operation of the handicapped lift, and for the training of employees and agents in the use of such lift and for leaving it after use in condition to be used by others. Airline is responsible for promptly reporting to City any repair or maintenance which is needed to the lift.

Section 4.05 Requirement to Remain in Confines of Exclusive Use Space

With respect to Exclusive Use Space, Airline shall at all times occupy and use only that space within the confines of its Exclusive Use Space. City shall notify Airline in writing of any infraction of this provision for the first offense. Failure of Airline to remain within the confines of its Exclusive Use Space shall be a breach of this Agreement, pursuant to Section 13.01 hereafter.

Section 4.06 Surrender of the Premises

A. Airline covenants and agrees that on expiration of the term of this Agreement, or on earlier termination as hereinafter provided, or on reassignment of the Leased Premises as hereunder provided, including but not limited to relocation to the Expanded Terminal, it will peaceably surrender possession of the Leased Premises hereunder in the same condition received, reasonable wear and tear, original construction defects, structural problems, acts of God, fire, and other casualties excepted, and City shall have the right to take possession of said Leased Premises. City shall not be required to give notice to quit possession at the expiration date of the term of this Agreement.

B. Airline shall have the right, on expiration, reassignment or early termination and within thirty (30) calendar days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Airline at its expense, in, on, or about the Airport, subject to any valid lien that City may have thereon for unpaid rents or fees. Airline shall repair, at its expense, any damage to the Leased Premises or the Terminal Building resulting from such removal. Airline agrees to reimburse City for any net costs incurred by City if City elects to remove or dispose of Airline's property after such thirty (30) day period.

C. Any and all property not removed by Airline within the said thirty (30) day period shall, at the option of City, thereupon become a part of the land on which it is located, and title thereto shall thereupon vest in City unless otherwise agreed to in writing by the parties.

Section 4.07 Access

A. Subject to the provisions hereof, other applicable Rules and Regulations, and such restrictions as City may impose with respect to Airline's use of Leased Premises, City hereby grants to Airline, its affiliates, Code Share Airlines, its agents, suppliers, employees, baggage handlers, contractors, passengers, guests, and invitees, the right and privilege of free and unrestricted access, ingress, and egress to Airline's Leased Premises and to public areas and public facilities of the terminal building.

B. The ingress and egress provided for in Section 4.07(A) shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform under the provisions hereof, unless expressly authorized in writing by City.

C. City shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Airline's use pursuant to this Agreement or otherwise, either temporarily or permanently, provided that reasonable notice to Airline and a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. City shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Airline's obligations under this Agreement.

D. Airline agrees that all of its tenants, subtenants, patrons, invitees, agents, employees, servants or independent contractors must be authorized by the City prior to entry in restricted areas. Airline agrees that no person authorized by the City to enter a restricted area by virtue of this Agreement shall permit any person who is not otherwise authorized to enter a restricted area unless such unauthorized person is, at all times while in the restricted area, in the company of an authorized person.

E. Airline understands and agrees that, in the event the Federal Aviation Administration or the Department of Homeland Security or Transportation Security Administration assesses a civil penalty

against the City or Airport for any violation of Transportation Security Administration Regulation 14 CFR Parts 1520 and CFR Part 1542 or any successor or additional regulation pertaining to security at the Airport, as a result of any act or failure to act on part of Airline, its tenants, subtenants, patrons, agents, servants, employees, invitees, or independent contractors, Airline shall, upon demand of City, immediately reimburse the City in the amount of the civil penalty assessed. Airline is permitted to pass on such costs to its tenants and subtenants.

ARTICLE 5

CONSTRUCTION OF CAPITAL IMPROVEMENTS

Section 5.01 Capital Improvements

City may undertake certain Capital Improvements at the Airport as more particularly described on Exhibit B. City and Airline agree that these Capital Improvements shall be constructed substantially in accordance with Exhibit B.

By execution of this Agreement, Airline evidences its willingness and intent to pay the rentals, fees, and charges established hereunder for use of the Airport and occupancy of the facilities to be developed as a result of Capital Improvements described on Exhibit B. In accordance with the provisions of and procedures established under Articles 6 and 7 of this Agreement, said rentals, fees, and charges will be established, in part, to amortize the cost of planning, constructing, and financing Capital Improvements.

Section 5.02 Additional Capital Improvements

A. From time to time during the term of this Agreement, City may undertake Capital Improvements to the Airport in addition to those described in Exhibit B. Airport Director shall notify Signatory Airlines of the estimated purchase price/construction cost and schedule of such additional Capital Improvements and the schedule of costs to be added to the rate base, pursuant to Article 7, for Capital Improvements that are to be included in the next year's rental requirements.

The notice shall include, for each additional Capital Improvement, the following:

1. A description of the proposed Capital Improvements, together with cost estimates.
2. A statement of justification.
3. The allocation of the costs thereof within the Airport.

4. The Director's preferred means of financing.
5. Impact on airline rates and charges.

B. Within a reasonable time, but no sooner than fifteen (15) days after the notice is issued, Director shall, at the request of the Airline or at his or her own desire, convene a meeting to review and discuss any proposed Capital Improvement(s) and means of financing the cost thereof. The Capital Improvement (s) shall be deemed approved unless (1) within thirty (30) calendar days after the meeting or (2) sixty (60) calendar days after the notice is issued if no meeting is held, concurrence is specifically withheld, in writing, by a Majority-in-Interest of the Signatory Airlines, stating the reason(s) for such non concurrence. If said proposed Capital Improvement is contingent upon receipt of an Airport Improvement Program or other grant or funding source, then Airlines' approval shall be conditional upon approval of said grant or funding source. City shall not proceed with such Capital Improvement until such approval is granted. Nothing herein shall limit the City's right to proceed with a Capital Improvement which shall not be included in the Airline's rate base.

C. If concurrence on a Capital Improvement is specifically withheld as set forth in Section 5.02(B); Director shall have the option to convene a second meeting of the Signatory Airlines. The second meeting shall be held within thirty (30) calendar days after receipt of notice of non-concurrence from the Signatory Airlines, upon notice by Director. At the second meeting, City shall respond to any questions raised during the first meeting and the stated reason(s) for non-concurrence and shall ask for reconsideration of the Capital Improvement. Upon reconsideration, the proposed Capital Improvement shall be deemed approved unless, within 30 calendar days after such second meeting, concurrence is specifically withheld, in writing, by a Majority-in-Interest of the Signatory Airlines, stating the reason(s) for such non-concurrence.

D. Notwithstanding the foregoing, City may include the direct cost of a Capital Improvement (amortized over its useful life) in the calculation of the Terminal Building rental rate or Landing Fee Rate of the Signatory Airlines, if such Capital Improvement is necessary or prudent to:

1. Maintain and operate the Airport to ensure compliance with any rule, regulation, or order of any federal, state, or other governmental agency that has jurisdiction over the operations of the Airport.

2. Satisfy judgments against City rendered by a court of competent jurisdiction.
3. Repair casualty damage net of insurance proceeds to Airport property.

Section 5.03 Majority-in-Interest Approval

Airline approval of proposed Capital Improvements described in Section 5.02 applies to projects in the Airport Airfield and Terminal Building only. City may undertake any Capital Improvement that it wishes not to include in the airline rate base.

Section 5.04 Approved Capital Improvements

A. The Capital Improvements listed on Exhibit B hereof are consistent with the 2016 Airport Master Plan and have been reviewed and approved by Airline and other Signatory Airlines as provided by Section 5.01 herein. It is agreed and understood that the initiation of Capital Projects will be activity based. At the time the Airport Master Plan is updated, all Capital Improvements may be reviewed by Signatory Airlines. City shall use its best efforts to obtain federal and state grants-in-aid for such Capital Improvements. Airline understands and agrees that all costs shown on Exhibit B are based on 2016 preliminary engineer's estimates, and Airline agrees that all such costs are subject to adjustment by the engineer's estimates at the time of project design. Any increase in the total project cost which exceeds the amount of the grant application shall be subject to MII approval.

B. Terminal Building bond assurances:

1. Airline hereby irrevocably elects not to claim depreciation or an investment credit for federal income tax purposes with respect to any portion of the Terminal Building (or any other property financed with the proceeds of any tax-exempt bond issued by the City to finance improvements leased to the airlines). The Airline will take all actions necessary to make this election binding on all its successors in interest under the Agreement. This election shall be irrevocable. Furthermore, the Airline covenants that no portion of the Terminal Building (or any other property financed with the proceeds of any tax-exempt bond issued by the City to finance

improvements leased to the Airline) will be removed by the Airline upon the termination of the Lease.

2. The Airline does not have any option to purchase the Terminal Building. In the event that the Airline obtains such a purchase option, the option will not permit the Airline to purchase the Terminal Building other than at fair market value (as of the time such option is exercised).

ARTICLE 6

REPORTS, RENTALS, CHARGES, AND FEES

Section 6.01 General

In return for use of the premises, facilities, rights, licenses, and privileges granted hereunder and for the undertakings of City, Airline agrees to pay City during the term of this Agreement, without deduction or set-off, certain rentals, charges, and fees to be calculated as set forth herein.

Section 6.02 Monthly Activity Report

Airline shall furnish to City on or before the tenth (10th) day of each month, an accurate report of Airline's operations at the Airport during the preceding month, setting forth all data necessary to calculate the rentals, fees, and charges due under this Agreement. Said report shall include, but shall not necessarily be limited to: (1) Airline's total number of Aircraft Arrivals for the month by type of aircraft, the Maximum Gross Landed Weight of each aircraft, and the Total Airline Landed Weight for the month; (2) the total number of Enplaned Passengers and Deplaned Passengers including a breakdown of passenger totals for each class of aircraft (Jet, Regional Jet, Propeller); (3) the number of arriving international passengers using the International Arrivals Area; and (4) the amount of cargo freight, mail, and express for such month. Airline shall include in its report the activities for any nonscheduled or charter which is handled by or uses the Leased Premises of Airline. Airline agrees to cooperate with City in establishing procedures for electronic submission of reports required in this Section.

Section 6.03 Terminal Building Rentals

A. Airline shall pay to City for its Exclusive Use, Common Use, and Preferential Use Space in the Terminal Building, as set forth in Section 4.01 and Exhibit C, monthly rentals based on annual rental rates to be calculated each Fiscal Year, as set forth in Section 7.04.

B. Rentals for Exclusive Use Space:

1. All Class 1 Signatory Airlines shall lease no less than five hundred (500) square feet of Exclusive Use space, the rent for which shall be determined by multiplying the square footage of the airline's Exclusive Use Space by the exclusive use terminal rent per square foot.
2. All Class 2 Signatory Airlines shall lease no less than one hundred fifty (150) square feet of Exclusive Use Space, the rent for which shall be determined by multiplying the square footage of the airline's Exclusive Use Space by 112.5% of the exclusive use terminal rent per square foot.

C. Rentals for Common Use Space and Preferential Use Space shall be determined in accord with the following formula:

- 20% of the cost of the space is divided evenly among the number of gates and allocated to each airline based upon the number of assigned gates. The three Regional Gates are considered one gate. However, if assigned to different airlines, the total cost of the regional gates would be divided by three, and then allocated to each airline based upon the number of assigned Regional Gates.
- 80% of the cost of the space is divided proportionally among the signatory airlines, based upon the proportion of each airline's number of annual Enplaned Passengers to the Airport's total number of annual Enplaned Passengers. For Non-signatory Airlines, the proportion of the airline's number of Enplaned Passengers to the Airport's total number of Enplaned Passengers is to be determined using the 12-month rolling period ending with the month for which rent is being paid.

D. Rentals for Preferential Use Ticketing Counter(s), queuing and kiosks in the Expanded Terminal shall be determined by multiplying the square footage by the preferential use terminal rent per square foot.

E. Common Use Outbound and Inbound Baggage space rental shall be divided among the signatory airlines, based upon the proportion of each airline's number of annual Enplaned Passengers to the Airport's total number of annual Enplaned Passengers. For Non-signatory Airlines, the proportion of the airline's number of Enplaned Passengers to the Airport's total number of Enplaned Passengers is to be determined using the 12-month rolling period ending with the month for which rent is being paid.

F. Code Share Airline(s) shall be counted as a single airline (with Airline) for purposes of prorating the allocations.

Section 6.04 Electricity Charges

Airline shall pay all charges for electrical power for electrical power units in its Exclusive Use Space and preferentially assigned passenger loading bridges for the amount of electricity used by Airline and arrived at through separate metering directly to the electric utility company.

Section 6.05 Landing Fees

A. Class 1 Signatory Airlines shall pay to City a monthly landing fee to be determined by multiplying the number of one thousand (1,000) pound units of Total Airline Certified Landed Weight for the airline during the month by the then-current Landing Fee Rate established pursuant to Section 7.05 herein ("Class 1 Signatory Landing Fee"). Notwithstanding the foregoing, Airline agrees to pay to City a minimum Class 1 Signatory Airline landing fee based upon an annual landed weight of twenty-four million (24,000,000) pounds MGLW. Said payments shall be made within 30 days of the end of each calendar year in which Airline's annual landed weight is less than 24,000,000 pounds (pro-rated for any period less than one year at the beginning or end of this Agreement). Said payment shall be calculated as follows: 24,000 pounds x the Landing Fee Rate (which is expressed per thousand pounds).

B. Class 2 Signatory Airlines shall pay to City a premium monthly landing fee, to be determined by multiplying the number of one thousand (1,000) pound units of Total Airline Certified Landed Weight for Airline during the month by 112.5% of the then-current Landing Fee Rate established pursuant to Section 7.05 herein ("Class 2 Signatory Landing Fee"). Notwithstanding the foregoing, Class 2 Signatory Airlines shall pay to City a minimum landing fee based upon an annual landed weight of twelve million (12,000,000) pounds MGLW. Said payments shall be made within 30 days of the end of each calendar year in which the airline's annual landed weight is less than 12,000,000 pounds (pro-rated for any period less than one year at the beginning or end of this Agreement). Said payment shall be calculated as follows: 12,000 pounds x 112.5% of the Landing Fee Rate.

C. A Code Share Airline will pay either a Class 1 or Class 2 Signatory Airline Landing Fee, depending on which class of Signatory Airline the Code Share Airline has a code share agreement with, provided that the Signatory Airline agrees in writing with the City to assume full financial responsibility for such Code Share Airline's landing fee in the event of non-payment by the Code Share Airline. If not, the Code Share Airlines shall pay the premium landing fee for Non-signatory Airlines described in paragraph E below.

D. The class of passenger carrier airlines which are designated as Air Taxi/Commercial Operators which file the FAA Form 1800-31 (the carriers who are exempted from paying PFC's at the Airport) which provide scheduled daily passenger service shall be charged a signatory landing fee if they sign this Agreement. Such Carrier airlines will not have MII voting powers nor will they be required to pay a minimum landed weight as listed in 6.05 B. Additionally, should this class of Carrier at any time be 60 days delinquent in paying its fees, Carrier may be subject to paying the Non Signatory landing fee for a period which shall include two months after account is current.

E. Non-Ssignatory airlines will pay to City a premium monthly landing fee to be determined by multiplying the number of one thousand (1,000) pound units of Total Airline Certified Landed Weight for Airline during the month by 125% of the then-current Landing Fee Rate established pursuant to Section 7.05 herein ("Non-signatory Airline Landing Fee").

F. Charter airlines will pay landing fee rates, as set by the Director, subject to change from time to time. At no time will the charter airlines' landing fee rate be less than the Non-signatory Airline Landing Fee.

Section 6.06 International Arrivals Area Charges

Airline shall pay amounts for the use of the common-use FISs Area as set forth by Airport Rule or Regulation.

Section 6.07 Trash Collection

City with its own forces, or by contract, shall provide for appropriate and adequate waste removal and recycling, the cost of which shall be reimbursed to the City, calculated as follows: forty (40) percent of the monthly cost shall be borne by the City and other tenants; the remaining sixty (60) percent of the monthly cost will be prorated among the Signatory Airlines based on their percentage of total passenger boardings for the month.

Section 6.08 Payment Provisions/Interest on Overdue Amounts

Exclusive Use Terminal Building rentals and City-owned loading bridge charges for preferentially assigned gates, and in the Expanded Terminal for the preferentially assigned ticket and queuing areas, shall be due and payable the first day of each month, in advance. City shall provide an invoice for such monthly charge. All other fees and charges shall be due and payable on invoice within thirty (30) days of the date of the invoice. The acceptance by City of any payment made by Airline shall not preclude City from identifying the accuracy of computations in Airline's Monthly Activity Report, submitted to City as provided in Section 6.02, or from recovering any additional payment actually due from Airline.

Any payment not received by the due date shall accrue interest at the rate of eighteen percent (18%) per year calculated on a monthly basis at the rate of one and one-half of a percent (1.50%) per month from the due date until paid in full.

Section 6.09 Taxes and Other Charges

The Airline shall pay all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against the Airline or the City, with respect to the Leased Premises or any

improvements thereon, during the term of this Agreement, including any extensions or option periods granted thereto.

The Airline in good faith may contest any tax or governmental charge; provided that the Airline may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to the City, such action will not adversely affect any right or interest of the City and is not in violation of any applicable law or ordinance.

Section 6.10 Passenger Facility Charge

A. City shall have the right to assess airline passengers a passenger facility charge (PFC) for the use of the Airport in accordance with the requirements of 14 CFR Part 158. Airline shall collect on behalf of and remit to the Department any such charges in accordance with the requirements of 14 CFR Part 158. Any charges collected by the Airline shall, pending remittance to City, be held in trust for the benefit of City. City shall have the right to use all such passenger facility charges collected in any lawful manner.

B. Airline and City shall be bound by and shall observe all of the provisions of 14 CFR Part 158 as they apply to either or both parties.

C. If any extension of this Agreement makes the term of this Agreement five (5) years or more, this Agreement shall not apply to any part of the Airport funded in whole or in part with passenger facility charge revenue and exclusively leased to a Signatory Airline.

D. If Airline fails to remit PFC revenue to the City within the time limits established by federal regulation, Airline shall be deemed to be in default pursuant to Section 13.01.

Section 6.11 Records of Airline

Airline shall keep and maintain a complete and adequate set of all of the records required under Section 6.02, for the use of the Airport and payment of fees required under this Agreement for the preceding Fiscal Year, and shall make such records available for inspection by City or its authorized representative at any and all reasonable hours and times.

Section 6.12 No Other Fees and Charges

Except as provided in this Agreement, no further rentals, fees, or charges shall be charged against or collected from Airline, its passengers, employees, shippers and receivers of freight and express, suppliers of material, contractors or furnishers of services, by City for the premises, facilities, rights, licenses, and privileges granted to Airline in this Agreement. However, City expressly reserves the right to assess and collect reasonable and non-discriminatory fees for inflight catering, vending (other than in Airline's Exclusive Use Space), ground transportation, and other services provided (1) by Airline for another airline (other than a Code Share Airline and other than for services provided on an extraordinary, nonrecurring basis to other Signatory Airlines) and (2) for Airline by other concessionaires, vendors and operators.

Section 6.13 Right of Set Off

The City shall have the right to set off any past due amount(s) by applying all or a portion of current payments to such past due amount(s). Past due amounts may include sums due on prior agreements, this Agreement, or for usage of the Airport as a non signatory airline. In the event the City exercises the right, it shall notify Airline. Airline shall be responsible for immediately submitting such a sum as will reflect the total amount needed to satisfy current amounts due.

Section 6.14 Security Deposit

A. Airline agrees to pay a security deposit to City subject to the following conditions:

Unless Airline has provided regularly scheduled weekday passenger or cargo flights to and from the Airport for the eighteen (18) months prior to Airline's execution of this Agreement (or prior to the assignment of the Agreement to Airline) without committing an act or omission that would have been an Event of Default under Section 13.01 of this Agreement, the City shall have the right to require Airline to provide to City an irrevocable letter of credit, or other surety acceptable to City, ("Security Deposit") in an amount equal to three (3) months estimated fees and charges payable by Airline under Article 6 of this Agreement, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all fees and charges due hereunder. Airline shall be obligated to maintain such Security Deposit in effect until the expiration of eighteen (18) consecutive months (including any period prior to Airline's execution of this Agreement or prior to the assignment of this Agreement to Airline during which Airline provided regularly scheduled passenger flights to and from the Airport) during

which Airline commits no Event of Default under Section 13.01 of this Agreement (and for any such prior period, no act or omission that would have been such an Event of Default hereunder). City shall provide Airline with written notice that Airline must provide the Security Deposit required hereunder and Airline shall provide the Security Deposit within ten (10) days of issuance of the notice. Such Security Deposit shall be in such form as shall be acceptable to City in its reasonable discretion. In the event that any such Security Deposit shall be for a period of less than the full period required by this Agreement, or if such Security Deposit is canceled, Airline shall provide a renewal or replacement Security Deposit for the period following the expiration or cancellation of such Security Deposit previously provided at least sixty (60) days prior to the date on which such previous Security Deposit expires or at least sixty (60) days prior to the effective date of such cancellation. The City's rights under this Section 6.14 shall be in addition to all other rights and remedies provided to the City under this Agreement.

B. If Airline shall commit an Event of Default under Section 13.01 in the payment of any fees due under this Agreement, the Department shall have the right, by written notice to Airline given at any time, to impose or reimpose the requirements of Section 6.14(A) on Airline. In such event, Airline shall within ten (10) days from its receipt of such written notice, provide the Department with the required Security Deposit and shall thereafter maintain such Security Deposit in effect until the expiration of a period of eighteen (18) consecutive months during which Airline commits no Event of Default under Section 13.01 of this Agreement. The Department shall have the right to reimpose the requirements of Section 6.14(A) on Airline each time Airline commits such an Event of Default during the term of this Agreement. The Department's rights under Section 6.14(B) shall be in addition to all other rights and remedies provided to the Department under this Agreement. City will also have the option to charge non-signatory landing fee rates if carrier does not comply with Section 6.14(A) above when required to do so.

ARTICLE 7

CALCULATION OF RENTALS, CHARGES, AND FEES

Section 7.01 Rentals, Charges, and Fees

Rentals, charges, and fees will be reviewed and recalculated annually based on the principles and procedures set forth in this Article 7, and set by October 1 of each calendar year.

Section 7.02 Accounting Records

A. City shall maintain accounting records that will document the following items for each of the Airport Cost Centers: (1) revenues, (2) Maintenance and Operating Expenses, (3) annual debt service on Bonds, (4) amortization of the cost of Capital Improvements financed by City from other than Bonds or grants-in-aid, (5) Equipment and Capital Outlays, (6) any annual funding requirements pursuant to the applicable bond requirements, and (7) any other funding requirements imposed by law or judgments.

B. City shall provide to Airline its annual budget and any supplemental financial data required to assess the adequacy of rates and charges established under this Agreement.

Section 7.03 Coordination Procedures—Budget Review and Calculation of Rentals, Charges, and Fees

A. On or before September 1 or as soon thereafter as possible prior to the beginning of each annual adjustment on October 1, City shall submit to Airline the following reports:

1. The Airport's annual budget for the most recent past two, current and the next immediate Fiscal Years, including all estimated Airport Operating Revenues; estimated Maintenance and Operating Expenses; estimated annual debt service on Bonds; expenditures for Equipment and Capital Outlays; and expenditures for Capital Improvements for the Airport, all allocated to Airport Cost Centers as provided herein on a consistent basis from year to year.
2. The adjustment of Allowable Airfield M&O Expenses in accordance with Section 7.06.
3. City's calculation of proposed airline rentals, charges, and fees for the Fiscal Year, based on the procedures set forth in this Agreement.

4. City's calculation of the annual adjustment for the immediately prior Fiscal Year's budget versus the actual rentals, charges, and fees for said Fiscal Year.

B. Within thirty (30) calendar days after receipt of the reports, a meeting shall be held between Director and the Signatory Airlines to discuss the proposed rentals, charges, and fees. Director shall give due consideration to any comments and suggestions of Airline regarding the annual budget for the calculations of the proposed rentals, charges, and fees.

C. The City shall adopt a rates and charges schedule that may, in the discretion of City, include revisions made as a result of Director's discussions with Airline. City shall promptly furnish Airline with a copy of the final calculation of rentals, charges, and fees.

D. Prior to the adoption of a new rates and charges schedule in accordance with Section 7.03(C), the rentals, charges, and fees in effect during the preceding Fiscal Year shall continue in effect until the City has finalized the calculation of the rentals, charges, and fees in accordance therewith, to be effective October 1.

Section 7.04 Calculation of Terminal Building Rental Rates

Terminal building rental rates for each Terminal Building Subcost Center shall be calculated for each Fiscal Year in the following manner, as illustrated on Exhibit E:

- A. City's estimated total "Terminal Building Cost" for each Terminal Building Subcost Center shall be calculated by totaling the following amounts:

1. The total of estimated direct Maintenance and Operating Expenses allocable to the Terminal Building Subcost Center (allocated on the basis of space; provided, however, that for Airline Exclusive Use Space, the airlines are directly responsible for the provision and cost of janitorial service and electricity).
2. Indirect Maintenance and Operating Expenses allocable to the Terminal Building Subcost Center pursuant to Section 7.07.
3. Equipment and Capital Outlays allocable to the Terminal Building Subcost Center (allocated on the basis of space). Any single Equipment and Capital Outlay item which is

in excess of \$50,000 (net of grants-in-aid received) shall be amortized over its useful life, but not less than a two (2) year period by the City.

4. The annual amortization on the amount of any expenditures made by City before July 1 of the adjustment year for Capital Improvements or Equipment and Capital Outlays placed in service which were not disapproved by an MII in the Terminal Building Subcost Center that are funded by City from funds other than Bonds, grants in-aid, or Passenger Facility Charges shall be computed at interest (based on the rate of interest of an A rated municipal bond for a comparable purpose at the time of expenditure at another small-hub airport) using economic lives for each capital item determined by City in accordance with generally accepted accounting practices.

5. The difference between the actual Terminal Building Cost and the budgeted Terminal Building Cost for the prior Fiscal Year.

6. The estimated amount of any assessment, judgment, or settlement payable by the City relating directly to the Airport or its operations and allocable to the Terminal Building Subcost Center.

B. The estimated Terminal Building Cost for each Terminal Building Subcost Center for the Fiscal Year shall then be divided by the total amount of space in the Subcost Center to determine an average rental rate per square foot.

Section 7.05 Calculation of Landing Fee Rates

A Landing Fee Rate per one thousand (1,000) pounds of landed weight shall be calculated in each Fiscal Year in the following manner, as illustrated on Exhibit F. For purposes of calculating each year's estimated Landing Fee, the City will use, at its option and within its discretion, either A) the prior year's total landed weight or B) the Airlines' estimated total landed weight for the coming year, if such estimates are submitted to the City no later than August 1st of each year.

A. City's estimated total Airfield Cost for the Fiscal Year shall be calculated by totaling the following amounts:

1. The total of estimated direct Allowable Airfield M&O Expenses calculated pursuant to Section 7.06.
2. Indirect Maintenance and Operating Expenses allocable to the Airport Airfield calculated pursuant to Section 7.07.
3. Equipment and Capital Outlays allocable to the Airport Airfield. Any single Equipment and Capital Outlay item which is in excess of \$50,000 (net of grants-in-aid received) shall be amortized over its useful life but, not less than a two (2) year period by the City.
4. The pro rata portion of annual debt service on Bonds allocable to the Airport Airfield.
5. The annual amortization on the amount of any expenditures made by City before July 1 of the adjustment year for Capital Improvements or Equipment and Capital Outlays placed in service which were not disapproved by an MII in the Airport Airfield that are funded by City from funds other than Bonds, grants in-aid, or Passenger Facility Charges shall be computed at interest (based on the rate of interest of an A rated municipal bond for a comparable purpose at the time of expenditure at another small-hub airport) using economic lives for each capital item determined by City in accordance with generally accepted accounting practices.
6. The difference between actual Signatory Airline landing fees and invoiced landing fees for the prior Fiscal Year.
7. The estimated amount of any assessment, judgment, or settlement to become payable by the City relating directly to the Airport or its operation and allocable to the Airport Airfield.

B. The Airport Airfield Cost shall be calculated at 100% recovery of the total Airfield Cost and then be multiplied by the following percentage to determine the "Landing Fee Requirement" for such Fiscal Year: fifty percent (50%).

C. City retains the option to negotiate with Airline to increase the Landing Fee rate up to a sixty percent (60%) rate.

D. The Landing Fee Requirement shall then be divided by the estimated Total Airline Certified Landed Weight of all passenger and cargo airlines, to determine the Landing Fee Rate per one thousand pound unit.

Section 7.06 Allowable Airfield Maintenance and Operating Expenses

For purposes of determining the "Allowable Airfield M&O Expenses" that may be included in the calculation of the Landing Fee Rate in accordance with Section 7.05(A)(1), the following procedures shall be followed:

A. The FY 2010 budget of direct Airfield M&O Expenses shall be the base year costs as set forth in Exhibit E.

B. For Fiscal Years after FY 2010, Allowable Airfield M&O Expenses shall not exceed lesser of the percentage increase in the CPI Index (for the most recent 12-month period) or five percent (5%) per year over the preceding year's actual costs; provided however, the costs for snow removal, security, incremental expenses to maintain and operate the CAT II approach and centerline/TDZ lighting on Runway 11, and costs associated with governmental mandates shall not be limited to such percentage increase.

Section 7.07 Allocation of Indirect Expenses

A. City shall allocate the expenses of the Indirect Cost Centers as follows:

<u>Indirect Cost Center</u>	<u>Airfield</u>	<u>Terminal</u>
Jetport/City Administration	50%	50%
Police and Security	10%	90%
Aircraft Rescue and Fire Fighting	95%	5%
Roadways	50%	50%

Section 7.08 Extraordinary Rate Adjustments

A. In the event that, at any time during a Fiscal Year, any of the components of Terminal Building Cost, Airfield Cost, or the Total Airline Landed Weight of all Signatory Airlines varies materially (upward or downward thirty percent (30%) or more) from the estimates used in setting the average rental rate and/or Landing Fee Rate, such rates may be adjusted either upward or downward for the balance of such Fiscal Year, in the event that such adjustment is deemed necessary by City to ensure that adequate revenues will be available from such fees to cover the estimated Terminal Building Cost and/or Airfield Cost for the Fiscal Year. City agrees to give no less than thirty (30) days prior written notice to Airline of any such adjustment.

B. In addition to all other rentals, fees and charges in this Agreement, the Airline shall make payment in the rates for rentals, fees and charges of the Airport in any fiscal year in which the amount in which the revenues less operating and maintenance expenses and the operating and maintenance reserve requirement are projected to be less than 125 percent of the debt service coverage (the "extraordinary coverage protection"). Should extraordinary coverage protection payments be made, the Airport will refund such payments to the signatory airlines as soon as uncommitted funds become available in the surplus fund.

ARTICLE 8

BOND REQUIREMENTS AND FLOW OF FUNDS

Section 8.01 Subordination to Bond Requirements

A. This Agreement and all rights of Airline hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by City pursuant to the terms, covenants, and conditions of present and future bond requirements.

B. In conflicts between this Agreement and the bond requirements, the bond requirements shall govern.

C. All definitional terms that are not specifically defined herein are to have the meanings set forth in the bond requirements.

D. Notwithstanding the foregoing, City shall not enact any bond requirements or subsequently amend any bond requirements so as to require a material change in the method of calculation of

rentals and fees payable hereunder or so as to materially adversely affect the rights or enlarge the duties of Airline hereunder.

Section 8.02 Creation of and Flow of Funds

A. Subject to the terms and provisions of the bond requirements and other related instruments, it is mutually understood and agreed that, as long as any Bonds secured by the bond requirements are outstanding, bond proceeds and all Airport revenues shall be deposited, maintained, and paid as set forth in the bond requirements.

ARTICLE 9

MAINTENANCE AND OPERATION OF AIRPORT

Section 9.01 City's Responsibilities

A. City agrees that it will, with reasonable diligence, prudently develop, improve, and at all times maintain and operate with adequate, efficient, and qualified personnel, keep the Airport in good repair including without limitation, the Terminal Building, Airport Airfield, all appurtenances, facilities, and services now or hereafter connected with the foregoing; will keep the Airport and its aerial approaches reasonably free from obstruction and interference for the safe and proper use thereof by Airline; and will develop, maintain, and operate the Airport in all respects in a manner at least equal to the standards or rating established by the FAA and any other governmental agency having jurisdiction thereof, except for conditions beyond the control of City. City shall not be liable to Airline for temporary failure to furnish all or any such services to be provided by City, whether due to mechanical breakdown or for any other causes beyond the reasonable control of City.

B. City, with its own forces or by contract, shall operate and maintain and keep in good condition the Terminal Building and all additions, improvements, facilities, and equipment now or hereafter provided by City at or in connection with the Terminal Building, except any improvements, facilities, and equipment constructed or installed by Airline. City shall keep the Terminal Building, except Airline's Exclusive Use Space (as shown on Exhibit C), in a neat, orderly, sanitary, and presentable condition. City shall be responsible for the maintenance and operation of Common Use Space (including provision of electricity and cleaning), which costs shall be included in the calculation of Common Use Space terminal building rentals.

C. City, with its own forces or by contract, shall at all times maintain the public and Common Use spaces and passenger seating in the holdroom area of the Terminal Building so as to provide for reasonable unobstructed use thereof by passengers and invitees, and shall keep such area adequately supplied, equipped (including directional signs), furnished, and decorated.

D. City shall supply or cause to be supplied appropriate and adequate equipment and maintenance for air conditioning, lighting, ventilation, heat, electrical, water, and sewerage facilities for Terminal Building public use areas, Airline's Leased Premises; adequate illumination in Common Use Space; and janitorial service in the Terminal Building, excluding Airline Exclusive Use Space.

Section 9.02 Airline's Responsibilities

Subject to the provisions of Section 9.04:

A. Airline shall, at all times keep its Exclusive Leased Premises neat, orderly, sanitary, and presentable; and shall cause to be removed at Airline's own expense from such spaces all waste, garbage, and rubbish, and agrees not to deposit the same on any part of the Airport, except that Airline may deposit same temporarily in its Exclusive Use Space or in space designated by City in connection with collection for removal.

B. Airline shall maintain the apron area contiguous to its assigned gates in a neat, clean, and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, or suppliers, and remove and properly dispose of all oil and grease spillage that is attributable to Airline's aircraft or equipment from its aircraft parking positions.

C. Airline shall perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and repair of all facilities, personal property, trade fixtures, and equipment located in its Exclusive Use Space except structural repairs, conditions pre-existing execution of this Agreement and not reasonably discoverable by Airline, and repairs necessitated by latent defects of facilities provided by the City. Airline shall be responsible for providing, at its sole cost, all movable furniture, personal property, equipment, and trade fixtures in its Exclusive and Preferential Use Space at all times.

D. Airline shall immediately repair any damage in any space at the Airport occasioned by the fault or negligence of Airline, its servants, agents, employees, licensees, and invitees.

E. Except as provided in Section 3.02 paragraph H, Airline shall not erect, maintain, or display on its Leased Premises in the public view any billboards, advertising, or materials without the prior written approval of the Director. It is the City's policy that no advertising of any pricing shall be permitted.

F. Airline expressly agrees that City shall not be liable to Airline, for bodily injury or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or acts of civil authority not caused by the negligence or willful acts or omissions of City.

G. Airline shall provide and maintain hand fire extinguishers for the interior of its Exclusive Use Space as required by applicable safety codes.

Section 9.03 City's Right to Inspect and Make Repairs

City, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right at any time in the case of emergencies, otherwise during normal business hours upon reasonable notice, to enter upon Airline's Exclusive Use Space and Preferential Use Space, accompanied by an authorized Airline representative, if practicable, for the following purposes:

A. To inspect such space to determine whether Airline has complied and is in compliance with the terms and conditions of this Agreement.

B. Upon reasonable notice, except in emergencies, to perform such maintenance, cleaning, or repair as City reasonably deems necessary, if Airline fails to perform its obligations in a timely manner under this Article 9, and to recover the actual cost of such maintenance, cleaning, or repair from Airline, plus a fifteen-percent (15%) administrative charge from Airline on the next rent due.

C. Upon reasonable notice, except in emergencies, to perform such maintenance, cleaning, or repair as City reasonably deems necessary, and which is the responsibility of the City under this Agreement.

Section 9.04 Alterations and Improvements

A. Airline shall make no repairs, alterations, additions, improvements to, or installations on the space leased under this Agreement without the prior written approval of Director.

B. Plans and specifications for such work shall be filed with and subject to the approval of the Director and all work shall be done in accordance with local ordinances and State and federal laws and regulations.

C. All alterations and improvements other than movable furniture, personal property, equipment, and trade fixtures shall become part of the realty and title shall vest with City upon completion.

Section 9.05 Environmental Regulations

Airline shall comply with the following environmental regulations:

A. Airline shall not cause or permit any Hazardous Materials, as defined in applicable local, state or federal law, to be stored or used on or about the Airport by Airline, its affiliates, agents, or employees, except in compliance with Environmental Laws as described below and as permitted by the City.

B. Airline shall at all times and in all respects comply with all present and hereinafter enacted local, state, and federal laws, ordinances, regulations, orders, and any amendments thereto relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the premises (collectively, "Environmental Laws").

C. Airline shall, at its sole expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required by any environmental law or regulation for Airline's use of the Airport, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Airport. If required by any environmental law or regulation, Airline shall cause any and all Hazardous Materials removed from the Airport to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Airline shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Airport in conformity with all

applicable Environmental Laws or any successor laws thereto and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the term of its operating permit or this Agreement, Airline shall cause all of Airline's Hazardous Materials to be removed from the Airport and to be transported for use, storage, or disposal in accordance and compliance with all applicable Environmental Laws; provided, however, that Airline shall not take any remedial action in response to the presence of any Hazardous Materials on or about the Airport, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Airport without first notifying the City in writing of Airline's intention to do so and affording the City ample opportunity to appear, intervene, or otherwise appropriately assert and protect the City's interest with respect thereto. Any remedial action shall be conducted by the Airline as required by, and in compliance with, Environmental Laws.

D. If at any time Airline shall become aware that any Hazardous Material has come to be located on or about the Airport in violation or potential violation of Environmental Laws, Airline shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide the City with written notice of that condition. In addition, to the extent that Airline has notice, Airline shall immediately notify the City in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Airline or the Jetport relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Jetport, including any complaints, notices, warnings, or asserted violations in connection therewith. Airline shall also supply to the City as promptly as possible, and in any event within five (5) business days after Airline first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Jetport or Airline's use thereof, and Airline shall promptly deliver to the City copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the premises.

E. Airline shall indemnify, defend and hold harmless the City, its officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including without limitation, damages for the loss or restriction on use of rentable or usable space or of any amenity of the premises) costs, or expenses (including without limitation reasonable attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Leased Premises or any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by the Airline's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in its activities hereunder, except to the extent caused by the negligence or willful acts or omissions of the City. Airline's obligations under this Paragraph (E) shall include, without limitation, and whether foreseeable or enforceable, any and all costs incurred in connection with any investigation of the condition of Airport or other property, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of Airport or other property and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. Airline's obligations under this Paragraph (E) shall survive the expiration or earlier termination of the term of this Agreement.

F. Notwithstanding any provisions to the contrary, the City, at its sole discretion, shall have the right to enter and inspect the Leased Premises, including Airline's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Airline's business, to investigate the presence or potential presence of Hazardous Materials on the premises in violation of Environmental Laws. During such inspection, the City shall have the right to visually inspect the Leased Premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. City shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the Leased Premises in violation of Environmental Laws, then Airline shall fully reimburse the City for such expenses within ten (10) days of receiving the City's written request for reimbursement, unless Airline can provide reasonable evidence that such violation was not caused by Airline.

G. The provisions of this section 9.05 shall survive the expiration or early termination of this Agreement.

ARTICLE 10

DAMAGE OR DESTRUCTION OF PREMISES

Section 10.01 Damage or Destruction

A. If the Leased Premises or any portions thereof, or buildings or structures of which such space may be a part, be damaged by fire or other casualty not caused by Airline, City shall notify Airline within sixty (60) days whether the space shall be repaired. If the space is to be repaired, it shall be repaired with due diligence by City, and the rental allocable to the particular building, rooms, or other portion of the Leased Premises rendered untenable shall be abated for the period from the occurrence of the damage to the completion of the repairs, provided that City shall exert its best effort to provide Airline with temporary substitute space, if available, at a rental rate not to exceed that provided for in this Agreement for comparable space until such time as the repairs are completed.

B. If the City shall fail to notify Airline of its decision within sixty (60) days after destruction, City shall be deemed to have elected to terminate this Agreement as to the space damaged and destroyed, and the Agreement shall automatically terminate as to such space as of the date of the damage, with no further liability therefore by either City or Airline.

C. In the event City elects not to reconstruct or replace Airline's Leased Premises, City shall meet and consult with Airline on ways and means to permanently provide Airline with adequate replacement space for Airline's Leased Premises. In such event, City agrees to amend this Agreement to reflect related additions and deletions to Airline's Leased Premises. If, after such consultation, there is no adequate replacement space reasonably available and acceptable to Airline, then Airline reserves the right to terminate this Agreement upon 30 days prior written notice to City with no further liability of either party to the other.

D. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Terminal or to the property of either Party, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried

by the Parties, or either of them. Each Party shall be responsible for maintaining such casualty insurance on its property as it deems necessary and such policies shall waive any right of subrogation thereunder against the other Party.

ARTICLE 11 INSURANCE AND INDEMNIFICATION

Section 11.01 Insurance

A. Airline shall, without expense to City, and upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage, with limits as hereinafter stated, insuring against the liabilities set forth in Section 11.02.

B. Such insurance shall include, by way of example but not by way of limitation, comprehensive general liability coverage and automobile liability insurance coverage and shall not be in amounts less than hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies with A.M. Best ratings of A-VIII or better, or a comparable rating from a comparable rating service, and authorized to do business in the State of Maine. Such insurance policies shall contain an endorsement providing that City will be given not less than thirty (30) calendar days written notice prior to the cancellation or material adverse change of the provisions or coverages affecting the interest of City provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement.

C. Airline shall cause a certificate or certificates of insurance to be furnished to City evidencing such insurance coverage prior to execution of this Agreement. If City is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this Agreement, Airline shall, prior to the effective date of such cancellation or change, obtain and provide City with certificates evidencing the re-establishment of the insurance coverage required hereby. If Airline does not notify City by the effective date of such cancellation or change, this will constitute a breach by Airline and permit City to terminate this Agreement pursuant to Section 14.03, or to purchase such insurance and charge the cost thereof to Airline as additional rent.

D. The minimum limits of coverage shall be as follows:

1. Airline, at its own expense, shall procure and maintain for the benefit of the City and itself, as their respective interests shall appear, aviation general liability insurance, including bodily injury and property damage with A.M. Best rating of A-VIII or better, with A.M. Best ratings of A-VIII or better, or a comparable rating from a comparable rating service, with the following minimum limits:

\$1,000,000 per occurrence/\$5,000,000 general aggregate;
\$2,000,000 aggregate for products and completed operations;
\$1,000,000 personal and advertising injury;
\$50,000 fire legal liability;

Aircraft liability

- \$50,000,000 per occurrence for all-cargo operators using any aircraft of more than 50,000 pounds Maximum Gross Certificated Landed Weight ;
- \$5,000,000 per occurrence for all-cargo operators using any aircraft of less than 50,000 pounds Maximum Gross Certificated Landed Weight;
- \$1,500,000 per seat, including crew, for airlines exclusively using aircraft with 25 or fewer seats;
- \$100,000,000 per occurrence for all others

2. Comprehensive automobile liability policy in a minimum amount of one million dollars (\$1,000,000) for both bodily injury and property damage, combined single limit per occurrence.

3. Comprehensive general liability, including Products and Completed Operations, policy in minimum amount of one million dollars (\$1,000,000) for bodily injury and five hundred thousand dollars (\$500,000) for property damage, or combined single minimum amount of one and one-half million dollars (\$1,500,000) for both bodily injury and property damage.

4. Workers' compensation insurance in a minimum amount as required by State law and employer's liability in a minimum amount of one hundred thousand dollars (\$100,000) per accident and \$500,000 per disease.

E. Any insurance limits required hereunder are minimum limits only and are not intended to restrict liability imposed under this Agreement.

F. Insofar as said insurance provides protection against liability for damages to third parties for personal injury, death, and property damage, City shall be included as an additional insured

throughout the term of the Agreement; provided such liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, and caused by, any work, operations, activities or occupancy under this Agreement, except to the extent caused by the sole negligent act or omission or willful misconduct of City. Airline shall show City as an additional insured with respects to Airline's operations and activities at the Airport. Airline may then also show on the insurance certificate that liability insurance coverage also includes contractual liability.

G. Any and all of the above insurance coverages shall be on an "occurrence" basis, not on a "claims made" basis. All insurance provided by Airline hereunder shall be primary to any insurance or self-insurance of City.

H. City shall have no liability for any premiums charged for such coverage, and the inclusion of City as an additional insured is not intended to, and shall not, make City a partner or joint venture with Airline in its operations at the Airport.

Section 11.02 Indemnification

A. To the fullest extent permitted by law, Airline shall be responsible for all liability arising out of its operations under this Agreement except that resulting from the sole negligence or willful misconduct of City, and Airline shall indemnify, defend, and hold the City, and its officers, agents, and employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property (including without limitation City property or personnel), including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or Airline's negligent act or omission or willful misconduct in the use of, occupancy of, or operations of Airline at or about, the Airport or the negligent acts or omissions or willful misconduct of Airline's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except Airline shall not be liable to the extent such loss or judgment is finally determined to result from the negligent act or omission of City. Airline shall maintain contractual liability insurance to cover this indemnification agreement. The Director shall give to Airline prompt notice of any such claims or actions. Airline shall also use counsel reasonably acceptable to City in

carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement with respect to matters arising before such expiration or early termination.

Airline, furthermore, shall indemnify, defend and hold the City and its officers, agents and employees harmless, from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands of any character, name or description, arising out of, brought for or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Solid Waste Management Act, the Solid Waste Disposal Act, the Hazardous Sites Cleanup Act, the Clean Water Act, all applicable OSHA Regulations, or any other state or federal environmental law or regulation or any liabilities that may be imposed pursuant thereof, as a result of or incident to this Agreement and/or the use of occupancy of or operations of Airline, its officers, agents, employees, contractors, subcontractors, licensees, or invitees at or about the Airport.

B. Airline shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against City or in which City may be impleaded with others upon any such above-mentioned matters, claim or claims, including claims of contractors, employees, laborers, material men, and suppliers. City shall have the right to participate in such suits and no action shall be settled without prior consent of the City. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the City which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

C. Airline hereby, expressly and without reservation, waives any defense or immunity to which it might otherwise be entitled under Workers' Compensation laws, the general statutes of Maine or judicial decisions, disallowing or limiting the foregoing indemnification, and consents to a cause of action for indemnity. Airline further waives subrogation rights against the City pursuant to Workers Compensation laws and will defend and indemnify the City from any such subrogation claims.

D. Any Mechanic's Lien or any other lien which may be filed against City property as a result of the any act or omission of Airline, its officers, agents, employees, contractors, subcontractors or anyone for whose action Airline may be legally liable, and arising out of any activities under this

Agreement shall be defended (by counsel reasonably acceptable the City) and promptly discharged by Airline at its own expense. If the Airline should fail, either to defend the City against the lien or to discharge it, then the City may do so at Airline's expense. In the event of such an undertaking by the City, the Airline will promptly reimburse the City for all of its costs and expenses in so doing, including, but not limited to, reimbursement of the City's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.

E. Airline agrees to require all independent contractors that enter the Airport to perform work for, or to supply to, Airline to maintain liability and workers compensation insurance coverage in the amounts provided in Section 11.01 (D) (2)-(4) and to name the City of Portland as an additional insured on such liability policies.

F. Airline agrees to assume all risks of loss to its property resulting from any fire, theft, and/or vandalism, occurring in the Airline's Exclusive Use space.

ARTICLE 12

ASSIGNMENT OR SUBLEASE

Section 12.01 General

Airline shall not at any time transfer, convey, assign, sublet, mortgage, pledge, or encumber its interest under this Agreement, or any part of the Leased Premises without the prior written approval of the City; provided however Airline may assign its entire interest to an entity which merges with or succeeds to the business of the Airline without need for prior City approval provided that Airline is not in default in any of the terms hereunder. Airline shall provide City with written notice of any such merger or succession. Any failure of Airline to obtain City's prior approval is a material breach of this Agreement.

Section 12.02 Relinquishment of Space

If Airline desires to relinquish any of its Exclusive or Preferential Use Space, Airline will notify City in writing of the space available, and City shall make a good faith effort to reassign the space to another airline. No relinquishment, assignment, transfer, conveyance, or sublease by Airline shall relieve Airline of its responsibility for payment of rent, utilities, fees and other charges and performance of all

other obligations provided in this Agreement, without specific written consent by City to such assignment, transfer, conveyance or sublease.

Section 12.03 Consent

Consent by City to any type of transfer provided for by this Article 12 shall not in any way be construed to relieve Airline from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

ARTICLE 13

DEFAULTS

Section 13.01 Default

If Airline (1) fails to pay rent or any other payment due hereunder within ten (10) calendar days after receipt of written notice of a past due account, or (2) fails to commence immediately to keep and perform any of its other covenants and agreements within thirty (30) calendar days after receipt of written notice, provided, however, that if such default cannot reasonably be cured in such thirty (30) calendar day period, then Airline shall have additional reasonable time to cure such default so long as Airline diligently proceeds to cure; or (3) fails to continue to complete, in a timely manner, any of its covenants and agreements after performance is commenced, or after the filing of any petition, proceedings, or action by, for, or against Airline under any insolvency, bankruptcy, or reorganization act of law, then, at the election of City:

A. Without terminating this Agreement, City may reenter the space and improve and relet all or any part of it to others, for the account of Airline, including costs of renovation necessitated by the neglect of Airline, its agents, or its employees, for all sublease rentals received, and Airline shall promptly reimburse City for any deficiency in rentals or other payments received under such subletting, as compared to Airline's obligations hereunder.

B. At any time before or after a reentry and reletting as provided in Section 13.01(A), City may terminate Airline's rights under this Agreement as provided in Section 14.03, without any restriction upon recovery by City for past due rentals and other obligations of Airline. City shall have all additional rights and remedies as may be provided to landlords by law.

C. In the event of Airline default hereunder, nothing herein is intended nor shall it be deemed to waive, amend, or modify Airline's duty to pay all rents, fees, expenses and other sums due hereunder.

ARTICLE 14

TERMINATION

Section 14.01 Events Permitting Termination by Airline

Airline may terminate this Agreement and all of its future obligations hereunder, at any time that Airline is not in default in its payments or other obligations to City hereunder, by giving City sixty (60) calendar days advance written notice only if (1) Airline is prohibited by lawful authority from using the Airport for a period exceeding sixty (60) consecutive calendar days because of any deficiency of the Airport or an unsafe operating condition existing at the Airport and not attributable to the act or omission of the Airline, or (2) City is in breach of any of the covenants or agreements contained in this Agreement for a period exceeding sixty (60) consecutive calendar days after receipt of written notice of such breach from Airline and City's failure to cure such breach, or if such breach cannot be cured within sixty (60) days, City fails to diligently proceed to cure such breach.

Section 14.02 Conditions of Premises at Termination

Upon termination of this Agreement, Airline shall yield and deliver to City the Leased Premises promptly and in a clean, sanitary condition, and, if necessary, restored to the satisfaction of City, reasonable wear and tear, and damage due to any structural defects or casualty loss not the fault of Airline excepted.

Section 14.03 Events Permitting Termination by City

A. City, at its option and in its discretion, may terminate this Agreement upon sixty (60) calendar days' written notice and all of its obligations hereunder and may exercise all rights of entry and reentry upon the demised premises, with or without process of law, upon or after the occurrence of any one of the following events:

1. Airline is in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after City has notified Airline in writing that payment was not received when due;

2. Airline files in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Airline's property to the extent such termination is permitted by law;
3. Airline makes any general assignment for the benefit of creditors;
4. Airline abandons the Leased Premises for a period of thirty (30) consecutive days;
5. Airline defaults in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Airline, and such default continues for a period of thirty (30) days after receipt of written notice from City to cure such default, or if such default cannot be cured within thirty (30) days, Airline fails to diligently proceed to cure such default upon receipt of City's written notice;
6. Airline is adjudged as bankrupt in involuntary bankruptcy procedures;
7. Airline is made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Airline where such receivership is not vacated within sixty (60) days after the appointment of such receiver;
8. Airline reduces its scheduled service at the Airport to less than one (1) flight per weekday unless such reduction of service is directly attributable to circumstances for which Airline is not responsible, and which are totally beyond its control; or
9. Airline has its FAA Operating Certificate revoked for a period of thirty (30) consecutive days.

B. In any of the aforesaid events, City may take immediate possession of the Leased Premises including any and all improvements thereon and remove Airline's effects. Airline shall be liable to City for any costs of cleanup, storage, removal, or disposition of Airline's effects and for restoration of the Leased Premises and for any costs incurred by City, including without limitation, attorneys' fees in enforcing its rights under this Section 14.03.

C. Failure of City to declare this Agreement canceled upon the default of Airline for any of the reasons set out shall not operate to bar or destroy the right of City to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement.

B. At all times during the term of this Agreement, Airline shall, in connection with its activities and operations at the Airport:

1. Comply with and conform to all present and future statutes and ordinances, rules and regulations promulgated thereunder, of all federal, state, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, Airline or Airline's operations and activities under this Agreement.
2. Make, at its own expense, all nonstructural improvements, repairs, and alterations to its Exclusive Use Space (subject to prior written approval of City), and Airline's personal property that are required to comply with or conform to any such statutes and ordinances, and regulations which are promulgated or enacted by City. City represents that at the beginning of this Lease Term, all Exclusive Use Space complies with applicable statutes, ordinances and regulations.
3. Be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of Airline hereunder.

Section 15.03 Nondiscrimination.

Airline, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

- A. That no person on the grounds of race, creed, color, sex, sexual orientation, age, physical or mental disability, ancestry, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises.
- B. That in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, sexual orientation, age, physical or mental disability, ancestry or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
- C. That Airline shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. Airline shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

D. That, in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement.

Section 15.04 Affirmative Action

Airline assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the federal Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of Portland, to insure that no person shall, on the grounds of race, creed, color, sex, sexual orientation, age, physical or mental disability, ancestry or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Airline assures that it will require that its covered sub organizations (sublessees) provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub organizations (subleassees) to the same effect.

Section 15.05 Successors and Assigns Bound

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 15.06 Subordination to Agreements with U.S. Government

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. City covenants that it has no existing agreements with the United States in conflict with the express provisions hereof.

Section 15.07 Nonwaiver of Rights

The non-enforcement by either party of the breach of any term, covenant or condition herein stipulated, shall never be construed to be a waiver of any other or succeeding breach of any term, covenant or condition herein imposed upon the other party, and the acceptance of payments of any amounts due or to become due hereunder in any other way or manner, or at any other time than herein provided, shall never be construed as a waiver of the right of City of any of the provisions herein imposed upon Airline.

Section 15.08 Federal Aviation Act, Section 308

Nothing herein contained shall be deemed to grant to Airline any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as amended or succeeded, for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Airline shall have the right to exclusive possession of the Exclusive Use Space leased to Airline under the provisions of this Agreement.

Section 15.09 Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 15.10 Headings

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 15.11 Assignment by City or Other Successor in Interest

City may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest. City, airport authority or other successor in interest may assign, pledge or take other appropriate action with respect to this Agreement and their rights

and interests hereunder for any purpose relating to the issuance of bonds or other revenue generating devices.

Section 15.12 Removal of Disabled Aircraft

Airline shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and aircraft parking positions) and place any such disabled aircraft in such storage areas as may be designated by Director. Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by the Director. If Airline fails to remove any of its disabled aircraft promptly, the Director may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall be consistent with federal laws and regulations, including those of the FAA and the National Transportation Safety Board (NTSB). Airline agrees to reimburse City for all costs of such removal and/or storage within thirty (30) days of receipt of an invoice thereof; and Airline, furthermore, hereby releases City from any and all claims for damage to the disabled aircraft or otherwise arising from or in any connected with such removal by City, except to the extent caused by the negligence or willful misconduct of City, its agents, or its employees.

Section 15.13 Quiet Enjoyment

City covenants and agrees that Airline on paying the rent (and other charges herein provided for) and observing and keeping the covenants, conditions, and terms of this Agreement, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Agreement without hindrance or molestation by City or any person claiming under City.

Section 15.14 Agreement Subject to Covenants in Deed

It is mutually agreed that this Agreement is made subject to the covenants, requirements and restrictions contained in the Deed or Deeds by which City obtained title to said Portland International Jetport.

Section 15.15 Force Majeure

No party to this Agreement is responsible to the other party for nonperformance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots,

strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

Section 15.16 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

Section 15.17 Time is of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

Section 15.18 Agreement Made in Maine

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the State courts in Cumberland County, Maine.

Section 15.19 Cumulative Rights and Remedies.

All rights and remedies of City and Airline here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by City and Airline of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy. Notwithstanding the foregoing, neither party shall be liable to the other party for incidental, special, punitive or consequential damages hereunder.

Section 15.20 Interpretation

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Section 15.21 Agreement Made in Writing

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

Section 15.22 Successors and Assigns

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon City and Airline and their successors, assigns, legal representatives, heirs, executors and administrators.

Section 15.23 Authorization to Enter Agreement

If Airline signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of Airline warrants to City that Airline is a duly authorized and existing corporation, that Airline has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Airline is authorized to do so. Upon City's request, Airline will provide evidence satisfactory to City confirming these representations.

Section 15.24 Approvals

Wherever approval of City or Airline is required hereunder, such approval shall not be unreasonably delayed or withheld.

Section 15.25 Favored Nations

City shall not enter into any written or oral lease, contract or other agreement with any other Air Transportation Company providing service at the Airport, or which may provide service at the Airport, which contains any rights, licenses, privileges, rates or charges more favorable to such carrier than the rights, licenses, privileges, rates and charges granted to or payable hereunder by Airline, or containing any other material terms which are more favorable to said carrier than those afforded to Airline hereunder unless City also makes those more favorable terms available to Airline; and provided further, that City reserves the right to charge for the use of the International Facilities Area on a per use basis.

Section 15.26 Effective Date

This Agreement shall be effective as of the date of execution on the front page.

Section 15.27 Existing Agreements Terminated

All agreements between the parties in effect prior to execution of this Agreement and covering the subject matter of this Agreement are terminated as of the effective date of this Agreement.

Section 15.28 Notices

- A. Any notice under the terms of this Agreement shall be in writing and sent by certified mail, return receipt requested, or by overnight courier service. If such notice is given by Airline, it shall be submitted to the Director of Aviation and Transportation, Portland International Jetport, 1001 Westbrook Street, Portland, Maine 04102, with a copy to the City Manager, 389 Congress Street, Portland, ME 04101, or to such revised address as notified by City. If given by City, such notice shall be submitted to the address of Airline at the following address:

- B. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

- C. Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

Section 15.29 Capacity.

Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Agreement by or on behalf of the

representing party has the authority to act on behalf of and bind the representing party, and that the performance of this Agreement will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which it is bound and, if requested, each party shall furnish to any other party reasonably satisfactory evidence of such authority and approval.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives,
have executed this Agreement on the day and year first above written.

CITY OF PORTLAND

AIRLINES

By: _____

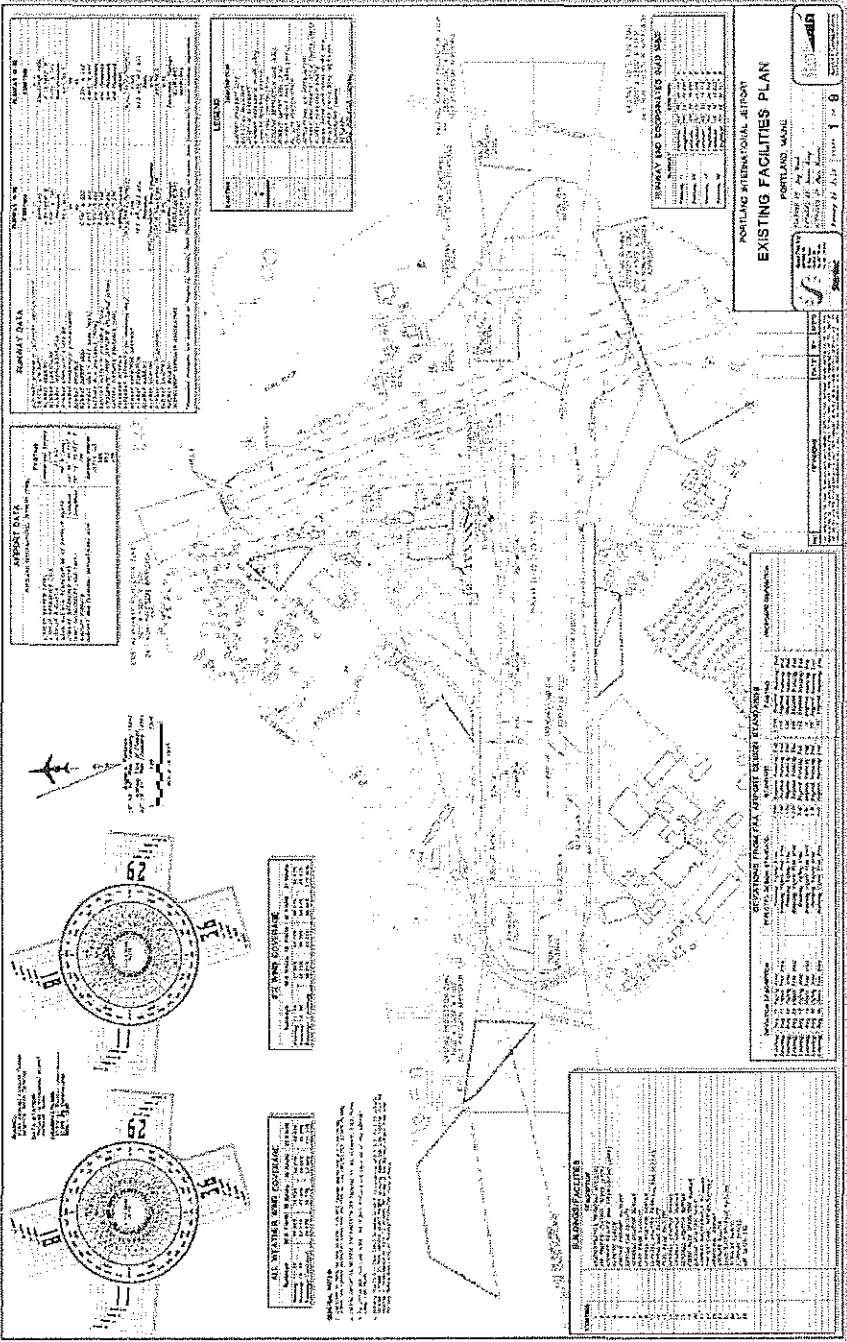
By: _____

Jon P. Jennings, City Manager

(Please print name)

Its _____
(Title)

EXHIBIT A
AIRPORT LAYOUT AND COST CENTER PLAN



CONTRACT/LEASE/AIRLINE SIGNATORY
05-19-16

EXHIBIT B

CAPITAL IMPROVEMENT PROGRAM

TABLE 2
CIP Project Costs and Funding Sources
Portland International Jetport
(in \$000's)

Proj. No.	Description	Project Costs		Funding Sources			
		2016 \$	Inflated	AIP Grants	State	Local	
FISCAL YEAR 2017							
1	Terminal Apron Expansion Northwest End - Phase 1	\$3,290	\$3,379	\$3,041	\$169	\$0	\$169
2	Environmental Assessment and Permitting for Airport Improvements	750	770	693	39	0	39
Subtotal 2017		\$4,040	\$4,149	\$3,734	\$207	\$0	\$207
FISCAL YEAR 2018							
3	Gate 1 Apron Reconstruction and Construct TW C Snow Shoulders North	\$4,089	\$4,320	\$3,838	\$216	\$0	\$216
4	Runway Incursion Warning System	125	132	119	7	0	7
5	3rd Floor Bypass Auto Exit Portals	450	475	0	0	475	0
6	Gate 1 - 6 Rehabilitation & Vertical Circulation Improvement	2,000	2,110	0	0	0	2,110
7	Pre Conditioned Air/Lifts for Loading Bridges	900	949	854	0	0	95
8	Gate 1 Additional Loading Bridges	650	686	0	0	686	0
9	Central Air Handling Units	220	232	0	0	232	0
Subtotal 2018		\$8,434	\$8,903	\$4,861	\$223	\$1,392	\$2,427
FISCAL YEAR 2019							
10	Terminal Apron Expansion Northwest End - Phase 2	\$2,085	\$2,225	\$2,003	\$111	\$0	\$111
11	Environmental Assessment Mitigation Measures	1,000	1,083	975	54	0	54
12	ARFF Vehicle	1,000	1,083	975	54	0	54
13	Snow Removal Tractor for Airfield Lights/Signs	350	379	341	19	0	19
14	Maintenance Building Generator and Enclosure	250	271	244	14	0	14
15	Click to Activate Runway Lights	50	54	49	3	0	3
16	Admin Offices above Bag Claim - East End	1,500	1,625	0	0	244	1,381
17	Additional Loading Bridges for Gate 11	650	704	0	0	704	0
Subtotal 2019		\$6,885	\$7,424	\$4,586	\$255	\$948	\$1,636
FISCAL YEAR 2020							
18	Long Term Hold/Deicing/RON Apron - Phase 1	\$3,918	\$4,220	\$3,798	\$211	\$0	\$211
19	FIS Facility	7,000	7,787	0	0	7,398	389
Subtotal 2020		\$10,918	\$12,007	\$3,798	\$211	\$7,398	\$600

TABLE 2 (Continued)

FISCAL YEAR 2021							
20	Snow Melt Equipment for Contaminated Snow	\$300	\$343	\$308	\$17	\$0	\$17
21	Long Term Hold/Deicing/RON Apron - Phase 2	2,400	2,600	2,340	130	0	130
22	Runway 11 Taxiway Bypass and Perimeter Service Road Realignment	1,028	1,100	990	55	0	55
23	Tree Removal for GQS on Runway 36 End	50	57	51	3	0	3
24	Expand Baggage Claim - Phase 2	10,000	11,425	0	0	10,854	571
25	Loading Bridge	515	588	0	0	538	0
Sub total 2021		\$14,293	\$16,113	\$3,690	\$205	\$11,442	\$776
FISCAL YEAR 2022							
26	Construct Air Cargo Taxiway - Phase 1 TW G to TWA	\$3,660	\$4,200	\$3,780	\$210	\$0	\$210
27	Rehabilitate Cargo Apron	2,440	2,863	2,577	143	0	143
28	Displacement Flows	750	380	792	44	0	44
29	Airport Security Fence and Gate Upgrades (North East Area)	245	283	259	14	0	14
Sub total 2022		\$7,095	\$8,230	\$7,407	\$412	\$0	\$412
TOTAL SHORT TERM		\$51,665	\$56,327	\$28,076	\$1,512	\$21,180	\$6,058
INTERMEDIATE TERM							
1	Construct Taxiway C Realignment - Phase 1	\$6,080	\$7,524	\$6,772	\$378	\$0	\$378
2	Loading Bridge	538	666	0	0	666	0
3	Land Acquisition	1,948	2,476	2,228	124	0	124
4	Construct Air Cargo Taxiway - Phase 2	2,400	3,050	2,745	153	0	153
5	Loading Bridges	2,166	2,778	0	0	2,778	0
6	Replace Regional Boarding Ramps at Gate 1B and C	350	445	0	0	445	0
7	Relocate Taxiway A East of Runway 18-36	5,200	6,788	6,109	339	0	339
8	Construct Taxiway C Realignment - Phase 2	3,000	4,022	3,619	201	0	201
9	Relocate Service Access Road East of Cargo	600	804	724	40	0	40
10	Parking Garage Expansion Phase 3	15,000	20,108	0	0	0	20,108
TOTAL INTERMEDIATE TERM		\$37,302	\$48,661	\$22,197	\$1,233	\$3,889	\$21,341
LONG TERM							
1	Construct Air Cargo Apron Phase II (North)	\$4,300	\$5,920	\$5,228	\$296	\$0	\$296
2	Construct Air Cargo Apron Phase I (South)	3,000	4,130	3,717	207	0	207
3	ARFF Vehicle	1,500	2,065	1,859	103	0	103
4	Construct Taxiway B Runway 36 to 29	2,800	3,959	3,563	198	0	198
5	Extend Cargo Apron East Interport Location	1,900	2,686	2,418	134	0	134
6	Rotary Snowplow 5000 TPH	550	778	700	39	0	39
7	Expand Maintenance Building	3,750	5,445	4,901	272	0	272
8	Construct Aircraft Engine run-Up Pad	1,600	2,323	2,091	116	0	116
9	SRE 18' FRT MTD Broom	950	1,379	1,241	69	0	69
10	Strengthen/Rehab Runway 11-29	8,200	12,228	11,006	611	0	611
11	Displacement Flows/Spreaders	650	969	872	48	0	48
12	Strengthen/Rehab Taxiways A, D, E, & F	5,900	9,036	8,132	452	0	452
13	2000 Gallon Liquid Spreader	250	383	345	19	0	19
14	ARFF Vehicle	125	191	172	10	0	10
15	Construct South Apron Taxiway	2,830	4,451	4,006	223	0	223
16	Construct South General Aviation Apron - Phase 1	2,300	3,618	3,256	181	0	181
17	Construct South General Aviation Apron - Phase 2	2,300	3,715	3,344	186	0	186
18	Terminal Westerly Expansion	16,000	25,846	0	0	24,553	1,292
19	Rehabilitate Runway 18-36, Taxiway Band J	3,600	5,972	5,375	299	0	299
20	Construct South General Aviation Apron - Phase 3	3,000	4,977	4,479	249	0	249
21	Ramp Expansion East of Air Traffic Control Tower	7,200	12,267	11,040	613	0	613
22	Snow Plows	650	1,107	997	55	0	55
23	Parking Garage Expansion Phase 4	20,000	34,075	0	0	0	34,075
24	Terminal Easterly Expansion/Renovation	11,000	18,741	0	0	17,804	937
TOTAL LONG TERM		\$104,355	\$158,264	\$78,842	\$4,380	\$42,358	\$40,685
TOTAL CIP		\$193,322	\$271,752	\$129,116	\$7,126	\$67,426	\$68,084
PLUS: CAPITAL OUTLAY		\$30,738	\$40,498	\$0	\$0	\$0	\$40,498
TOTAL CIP AND CAPITAL OUTLAY		\$224,059	\$312,250	\$129,116	\$7,126	\$67,426	\$108,582

EXHIBIT C
LEASED PREMISES

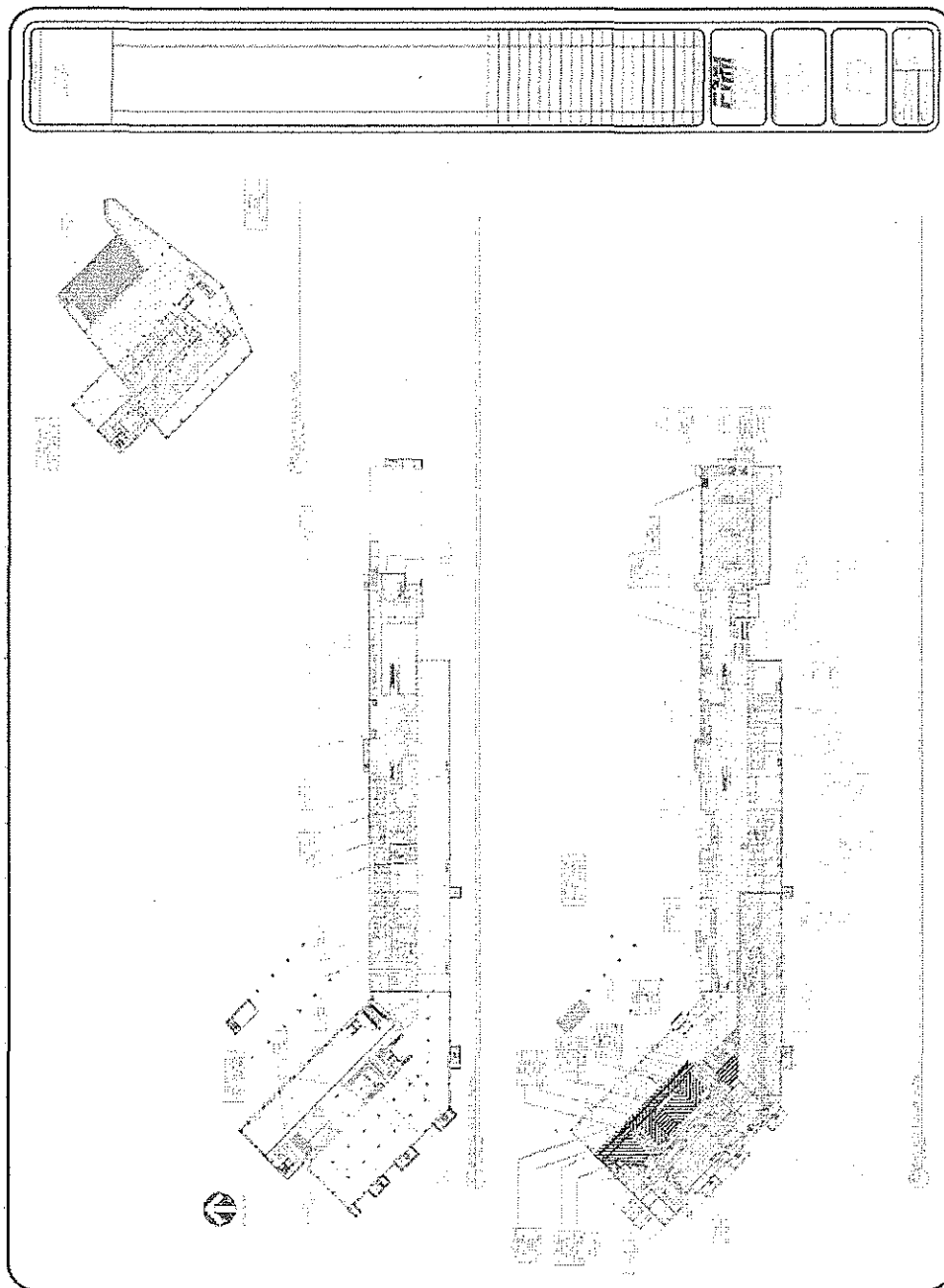


TABLE 1

City of Portland

Portland International Jetport

Current Agreement Added Screening Area

RATE SUMMARY

April 22, 2016

	Actual 2015	Budget 2016	Estimated 2016	Budget 2017
Terminal Rental Rates	\$28.46	\$29.17	\$29.41	\$29.25
Airline Exclusive Use	\$14.70	\$14.56	\$14.64	\$15.31
M&O Expenses Rate	\$0.00	\$0.00	\$0.00	\$0.00
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$4.29	\$5.10	\$5.09	\$5.18
Indirect M&O Rate (Excluding Security)	\$6.16	\$6.31	\$6.30	\$6.09
Security M&O Rate	\$2.35	\$2.52	\$2.70	\$2.67
Capital Projects Rate	\$0.96	\$0.68	\$0.68	\$0.00
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)				
	\$28.55	\$29.25	\$29.49	\$29.25
Common Use	\$14.70	\$14.56	\$14.64	\$15.31
M&O Expenses Rate	\$0.00	\$0.00	\$0.00	\$0.00
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$4.29	\$5.10	\$5.09	\$5.18
Indirect M&O Rate (Excluding Security)	\$6.16	\$6.31	\$6.30	\$6.09
Security M&O Rate	\$2.35	\$2.52	\$2.70	\$2.67
Capital Projects Rate	\$1.05	\$0.76	\$0.76	\$0.00
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)				
	\$36.11	\$38.88	\$39.12	\$38.44
Outbound Baggage	\$14.70	\$14.56	\$14.64	\$15.31
M&O Expenses Rate	\$7.84	\$7.18	\$7.18	\$7.61
In-Line Baggage Rate	\$4.29	\$5.10	\$5.09	\$5.18
Indirect M&O Rate (Excluding Security)	\$6.16	\$6.31	\$6.30	\$6.09
Security M&O Rate	\$3.93	\$4.11	\$4.29	\$4.25
Capital Projects Rate	(\$0.81)	\$1.62	\$1.62	\$0.00
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)				
	\$28.60	\$29.12	\$29.36	\$29.25
Public/City	\$14.70	\$14.56	\$14.64	\$15.31
M&O Expenses Rate	\$0.00	\$0.00	\$0.00	\$0.00
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$4.29	\$5.10	\$5.09	\$5.18
Indirect M&O Rate (Excluding Security)	\$6.16	\$6.31	\$6.30	\$6.09
Security M&O Rate	\$2.35	\$2.53	\$2.71	\$2.67
Capital Projects Rate	\$1.10	\$0.62	\$0.62	\$0.00
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)				
	\$2.93	\$2.83	\$2.82	\$3.24
Landing Fee				
	\$7.64	\$8.06	\$8.24	\$8.85
Airline Cost Per Enplanement				

EXHIBIT D

TERMINAL BUILDING SUBCOST CENTERS

City of Portland

Portland International Jetport

Current Agreement Added Screening Area

OPERATING EXPENSES

April 22, 2016

	Actual 2015	Budget 2016	Estimated 2016	Budget 2017
Summary by Line Item				
Payroll	\$2,657,318	\$2,826,395	\$2,794,832	\$3,099,095
Benefits	1,609,985	1,701,450	1,711,905	1,831,922
Administrative Services	473,291	670,020	652,182	720,355
Contractual Services	4,066,917	4,102,922	4,115,754	4,333,248
Maintenance & Repairs	1,043,208	1,012,403	976,791	1,028,076
Rentals	39,556	15,249	41,895	39,623
Insurance	167,077	138,789	153,393	138,431
Supplies	696,909	754,840	718,652	713,754
Minor Capital Items	9,260	8,000	8,000	0
Utilities	1,484,605	1,250,134	1,246,747	1,299,470
Contributions	1,632,504	1,832,286	1,825,524	1,914,987
TOTAL	\$13,880,630	\$14,312,488	\$14,245,675	\$15,118,961
Summary by Cost Center				
Jetport Administration (01)	\$1,856,400	\$2,131,128	\$2,173,882	\$2,085,656
Jetport Field (02)	2,743,962	2,847,202	2,809,453	3,091,983
General Aviation (03)	22,790	26,654	19,728	25,504
Fringe & Indirect Costs (04)	0	0	0	0
Security (05)	1,904,231	1,951,412	1,947,822	1,884,225
Terminal (06)	4,395,349	4,328,794	4,351,846	4,554,802
Jetport Surplus (07)	0	0	0	0
Marketing (08)	368,502	545,259	500,080	596,454
Parking (09)	183,909	187,328	173,627	204,384
Airfield Deicing Facility (10)	758,545	682,733	657,260	682,081
ARFF	1,646,942	1,611,977	1,611,977	1,993,872
Roadways	0	0	0	0
TOTAL	\$13,880,630	\$14,312,488	\$14,245,675	\$15,118,961

EXHIBIT E

CALCULATION OF TERMINAL BUILDING RENTAL RATES – ILLUSTRATION

TABLE 2				
City of Portland				
Portland International Jetport				
Current Agreement Added Screening Area				
TERMINAL RENTAL RATE				
Exclusive Use				
April 22, 2016				
	Actual 2015	Budget 2016	Estimated 2016	Budget 2017
Direct Expense				
M&O Expenses (Less: Bldg Maint & Elec)	\$755,833	\$748,241	\$752,497	\$786,949
Building Maintenance	0	0	0	0
Electricity	0	0	0	0
	\$755,833	\$748,241	\$752,497	\$786,949
Indirect Expense				
Administration	\$205,411	\$247,093	\$246,869	\$247,622
Security	316,449	324,290	323,693	313,125
ARFF	15,205	14,882	14,882	18,408
Roadways	0	0	0	0
	\$537,065	\$586,266	\$585,445	\$579,154
Capital Expense				
Equipment & Capital Outlays < \$10K - Direct	\$0	\$1,846	\$1,846	\$0
Equipment & Capital Outlays < \$10K - Indirect	0	0	1,041	0
Amortization	26,034	33,947	41,954	43,617
Debt Service	94,560	94,237	94,237	93,868
	\$120,594	\$130,030	\$139,078	\$137,484
TOTAL REQUIREMENT	\$1,413,492	\$1,464,537	\$1,477,020	\$1,503,588
Space	51,405	51,405	51,405	51,405
Average Rental Rate Prior to Adjustments	\$27.50	\$28.49	\$28.73	\$29.25
M&O Expenses Rate	\$14.70	\$14.56	\$14.64	\$15.31
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$0.00	\$0.00	\$0.00	\$0.00
Indirect M&O Rate (Excluding Security)	\$4.29	\$5.10	\$5.09	\$5.18
Security M&O Rate	\$6.16	\$6.31	\$6.30	\$6.09
Capital Projects Rate	\$2.35	\$2.52	\$2.70	\$2.67
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)	\$0.96	\$0.68	\$0.68	
TOTAL RENTAL RATE	\$28.46	\$29.17	\$29.41	\$29.25
Adjustment for Security				
RENTAL RATE CHARGED	\$28.46	\$29.17	\$29.41	\$29.25
Leased Space	7,574	7,574	7,574	7,574
EXCLUSIVE USE SPACE REVENUE	\$216,000	\$221,000	\$223,000	\$222,250

*Order 241-15/16
Tab 8 5-2-16*

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 LEASE WITH BAY FERRIES LIMITED
RE: OCEAN GATEWAY FACILITY**

ORDERED, that the attached lease with Bay Ferries Limited for Portland to Yarmouth, Nova Scotia ferry service from the Ocean Gateway facility is hereby approved, substantially in the form attached; and

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



Economic Development Department
Gregory A. Mitchell, Director

TO: Mayor and City Council

FROM: Gregory A. Mitchell, Economic Development Director

DATE: April 14, 2016

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

SUBJECT: Order Authorizing Lease with Bay Ferries Limited of Ocean Gateway

SPONSOR: Economic Development Committee/Councilor David Brenerman, Chair with a Unanimous Vote (3-0)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading and Final Action: May 2, 2016

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

In order for this lease to begin June 1, 2016 for Bay Ferries operations for a ferry service to and from Yarmouth, Nova Scotia, action is needed at the May 2, 2016 Council meeting because the May 16, 2016 Council Agenda is full with the FY2017 Budget items.

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

Greg Mitchell/5 Minutes

I. ONE SENTENCE SUMMARY

City Council action on a lease of Ocean Gateway to Bay Ferries Limited, effective June 1, 2016, is needed for Bay Ferries to begin its ferry services to and from Yarmouth, Scotia.

II. AGENDA DESCRIPTION (Agenda Description)

Nova Scotia officials selected Bay Ferries Limited to provide ferry service to and from Yarmouth, Nova Scotia and Portland, Maine. Under direction of the City Council, City staff negotiated with Bay Ferries a proposed lease effective June 1, 2016 through October 15, 2017, with an option to renew for one additional year at City sole discretion.

III. BACKGROUND

An overview of the proposed Bay Ferries lease includes:

- **Season – June 15 to September 30th seven days a week;**
- **Wind Up and Wind Down Season: 14-day period prior to scheduled commencement and termination of operations for the Operating Season.**
- **Portland Ocean Gateway Berthing: Between the hours of 1:30 p.m. and 3:00 p.m. daily, except black out dates for no use by Bay Ferries on:**
 - **2016 Season: August 28, and September 12, 21, 24, 25, and 30;**
 - **2017 Season: September 12, 20, and 26, and October 1, 6, and 9.**
- **Passenger, vehicle, recreational vehicles and tour busses planned use.**

An overview of the Lease terms is provided below.

Seasonal exclusive use of the following Ocean Gateway facilities and property:

- Departure Building for Bay Ferries ticketing, processing of passengers, passenger waiting area, restrooms, and related uses.
- Berthing (1:30 p.m. and 3:00 p.m.) daily.
- Inbound Queuing Area during 1:15 p.m. and 3:15 p.m. daily.
- Outbound Queuing Area during 12:00 p.m. and 3:00 p.m. daily.
- Roll-on, roll-off ramp during “Wind-up” and “Wind-down” Seasons.

Non-exclusive use of the following Ocean Gateway facilities and property:

- Walkways, driveways, and roadways.

See attached Lease Exhibit A for an orientation of Ocean Gateway facility and property.

Parking. City to assign a maximum of 10 parking spaces for employee parking in the City-owned Thames Street parking lot; no overnight parking allowed.

Term. Two (2) year initial term with one, one year renewal term at City sole discretion.

City Fees. See attached Lease Exhibit B for fees.

IV. INTENDED RESULT OR COUNCIL GOAL ADDRESSED

Intended Result: A recommendation from the City Council to approve the proposed lease.

Council Goal: 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

Projected Lease rent and fee revenue includes berthing, parking, and taxes based upon passenger, vehicle, and bus use. A conservative estimate is \$100,000 per season due to uncertainty associated with passenger demand.

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

Staff has negotiated a fair lease agreement for both parties based upon direction from the City Council.

VII. RECOMMENDATION

Staff recommends approval of the proposed lease.

VIII. LIST ATTACHMENTS

- Proposed Lease with Bay Ferries Limited

Prepared by:

Date:

LEASE AGREEMENT BETWEEN
CITY OF PORTLAND AND
BAY FERRIES LIMITED
RE: OCEAN GATEWAY

THIS LEASE AGREEMENT dated this ____ day of May, 2016 is by and between the City of Portland, Maine, Maine municipal corporation with a principal office at 389 Congress Street, Portland, Maine 04101 (the "Landlord"), and Bay Ferries Limited, a Canadian registered corporation with a principal office at 94 Water Street, Charlottetown, Prince Edward Island, Canada, C1A 7L3 (the "Tenant").

WHEREAS, Landlord is the owner of certain real property known as the Ocean Gateway, which includes, among other things, the Departure Building at 14 Ocean Gateway Pier, and related berthing, queuing and parking areas located in Portland, Maine; and

WHEREAS, Tenant intends to operate an international ferry service between Portland, Maine and Yarmouth, Nova Scotia (the "Ferry Service") on a ferry vessel known as "Alakai" (commercially branded as "The Cat"), 106.5 meters in length (the "Vessel"); and

WHEREAS, Landlord and Tenant desire to enter into a lease agreement for certain premises at the Ocean Gateway in order for Tenant to operate the Ferry Service; and

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Premises; As-Is Condition; Permitted Uses.

Landlord does hereby lease, demise and let unto Tenant, to have and to hold on the terms herein, subject to the reservations and conditions below, the premises identified herein and shown on Exhibit A, attached hereto and incorporated herein. Tenant agrees to accept the premises in "as-is" condition without representation or warranty by Landlord as to its condition or fitness for a particular purpose.

- a. **Spaces for exclusive use at certain times.** The following spaces are available for the Exclusive use of Tenant for the hours stated during the Operating Season (as defined below):

- i. **Queuing Areas.** The sole areas to be used for marshalling inbound and outbound vehicles and processing of passengers by U.S. Customs and Border Protection ("CBP") are the areas labeled "Outbound Queuing Area" and "Inbound Queuing Area" on Exhibit A (collectively the "Queuing Areas"), as may be modified to meet CBP requirements. The Outbound Queuing Area is to be used for vehicles and passengers preparing to depart from Portland. The Inbound Queuing Area is to be used for vehicles and passengers arriving in Portland. Said Queuing Areas are to be used by Tenant on a non-

exclusive but priority basis during the Operating Season to accommodate its sailing schedule, as outlined below. During the Operating Season, the Inbound Queuing area will only be available to the Tenant for its exclusive use, between the hours of 1:15 P.M. and 3:15 P.M., daily, and the Outbound Queuing area will be available to the Tenant for its exclusive use between the hours of 12:00 P.M. (or earlier, if permitted by the City of Portland's Director of Facilities Management or his/her designee (the "Director")) and 3:00 P.M. daily. The Queuing Areas may be reduced temporarily by mutual agreement of the Director and the Tenant. Tenant may place in the Queuing area any trailers or other facilities or improvements required by CPB with the prior approval of the Landlord, which may not be unreasonably withheld, and subject to any applicable permits, licenses or approvals required federal, state, and municipal laws, rules, and regulations. No tractor trailer trucks, or other trucks or vehicles with trailers exceeding a total of fifty (50) feet in length, shall be allowed to transit on the Ferry Service or be present in the Queuing Areas.

ii. **Berthing Area.** During the Operating Season, the Berthing Area depicted on Exhibit A will be available to the Tenant for its exclusive use between the hours of 1:30 P.M. and 3:00 P.M., daily. In the event Tenant desires unscheduled berthing, Tenant shall request such berthing with as much advance notice as possible. Landlord shall grant such requests if berthing is available. When off-schedule berthing is not available, the Landlord shall use reasonable efforts to assign a secondary berth to Tenant. Tenant shall be solely responsible for the cost of moving its vessel to off-schedule secondary berthing, including but not limited to any security costs, and Landlord shall have no responsibility for such moving, security or related costs. During the Operating Season, as that term is defined below, Tenant's use of the Berthing Area shall at all times include the exclusive use of the "roll-on, roll-off" ramp facilities at the OG Terminal (the "Ramp") (as depicted on Exhibit A) for vehicle and passenger loading and unloading. During the "Wind Up and Wind Down" Seasons, as those terms are defined below, if Tenant desires unscheduled use of the Ramp, Tenant shall request such use with as much advance notice as possible. Landlord shall grant such requests if the Berthing Area and Ramp are available. Tenant's use of the Ramp is at Tenant's sole risk. Unless otherwise agreed to by Landlord, Tenant shall have no right to use the Berthing Area at any time during the Off Season, as that term is defined below. It is further understood between the parties as follows:

- (a) On those days during the Operating Season when there is no cruise ship berthed at the Portland Ocean Terminal, and otherwise no operating restrictions within the Port, Tenant shall be free to berth earlier than 1:15 P.M.; and
- (b) On those days within the Operating Season when there is a cruise ship berthed at the Portland Ocean Terminal, the Vessel may be secured at the berthing area prior to 1:30 P.M. provided passengers and vehicles are not released prior to 1:30 P.M. and provided such does not otherwise impede port operations.

The parties intend there to be close collaboration and communication at all times so as to facilitate the most efficient operations for all parties.

- iii. **Departure Building.** Tenant will have the exclusive use of the Departure Building (depicted on Exhibit A) for the term of this Lease for ticketing, processing of passengers, passenger waiting area, restrooms, and related uses.
- b. **Exterior Common Areas.** The following spaces are available for the non-exclusive use of Tenant during the Operating, Wind Up, and Wind Down Seasons: The walkways, driveways and roadways at the Ocean Gateway may be used by **Tenant** on a non-exclusive basis, in common with others. However, during hours that another vessel (such as a cruise ship) or scheduled event is using the Ocean Gateway Terminal, the **Tenant** and its passengers will only use the area for dropping off of customers and passenger ticketing, and **Tenant** will co-operate with **Landlord** to adequately place personnel for incoming customers and passengers to be aware of this use restriction. No outboard queuing is allowed in the Receiving Building parking lot or any area other than the Outbound Queuing Area.
- c. **Parking.** Landlord will assign a maximum of 10 parking spaces to Tenant for employee parking in the City-owned Thames Street parking lot as generally depicted on Exhibit A (the "Parking Area") during the Operating, Wind Up and Wind Down Seasons of each year of the term of this Lease or any renewal term. No overnight parking will be allowed. Landlord reserves the right at any time during the term of this Lease to assign different parking spaces to Tenant. Landlord will not provide any customer parking. Employee vehicles parked in the Receiving Building Lot (as depicted on Exhibit A) are subject to ticketing if parked beyond posted limits.
- d. **Landlord's Right to Relocate Premises.** The Queuing Areas, Berthing Area, the Ramp, the Departure Building, the Parking Area, and the Exterior Common Areas may be collectively referred to herein as the "Premises". Except for the Departure Building, Landlord reserves the right to change particular locations of the Premises, subject to the condition that such re-location(s) will not unreasonably burden the operations of Tenant. The intent of this reserved right to re-locate is to allow Landlord to continue the ongoing development and enhanced utilization of its limited waterfront real estate in coordination with other parties using or desiring to use nearby locations.
- e. **Use of Premises for Ferry Service.** During the term of this Lease, Tenant is permitted to use the Premises for the sole purpose of conducting an international Ferry Service between Portland, Maine and Yarmouth, Nova Scotia via the Vessel. Tenant agrees to provide seven (7) days of service per week during the Operating Season, subject to normal exigencies of the ferry business, including weather and mechanical breakdown, lack of consumer demand, and other events beyond Tenant's control. Should sailings be fewer than seven (7) days per week during the Operating Season, monthly berthage payment shall not be reduced. Sailings shall be daily with arrivals at 1:30 p.m. and departures before 3:00 p.m. Should Tenant wish to reduce its schedule of service, Tenant will provide as much

notice as reasonably practicable and will provide best efforts to give notice at least fifteen (60) days in advance. Tenant acknowledges that no trade or occupation shall be conducted on or from the Premises or use made thereof that would be unlawful, improper, or offensive, or contrary to any law or any municipal by-law or ordinance.

There shall be no additional charge to the Tenant for overnight berthing in the Berthing Area during the Wind Up and Wind Down seasons, provided, however, that the Berthing Area will not be available overnight on Fridays during those periods.

- f. **Blackout Dates.** Notwithstanding anything to the contrary above, Tenant shall not use the Berthing Area or the Queuing Area on any of the following "Blackout Dates" without the prior written consent of Landlord: For the 2016 Season – August 28, September 11, 12, 21, 23, 24, 25, 26 and 30, 2016. Landlord reserves the right to designate other Blackout Dates for the 2016 and 2017 Operating Seasons, provided that Landlord provides Tenant with 30 days' advance notice of such dates. The berthing rent shall be abated for each Blackout Date. Upon Tenant's request, Landlord may, but is not obligated to, consider available options to lessen or eliminate Blackout Dates, including, for example, the possibility of relocating other vessels to other available berthing areas at Tenant's expense. It is possible that Landlord will not require September 11, 21, 25, and 26, 2016 to be Blackout Dates. On or after August 8, 2016, Tenant shall contact the Director to determine the status of those dates.
- g. **Landlord's Right to Relocate.** This Lease Agreement is non-exclusive, and nothing herein shall prevent or prohibit the Landlord from leasing other available space at either the Ocean Gateway or any other facility owned or operated by Landlord, to another Tenant for any purposes Landlord deems suitable, including but not limited to the operation of a similar ferry service. In no event, however, is the Landlord permitted to impair in any way the operations by Tenant. Tenant's use of the Queuing area and all other areas to be used by passengers is subject to any reduction in size or configuration or availability as may be required, at any time, by any security agencies having jurisdiction with respect to such areas.

2. Term: Seasons.

- a. **Term.** Except as provided below, the Term of this Lease shall be from June 1, 2016 (the "Effective Date") through October 3, 2017. Provided that Landlord, in its sole discretion, first determines that Tenant is not in default of any term or condition of this Lease, Landlord, in its sole discretion, may renew this Lease for up to one (1) additional year upon terms mutually agreeable to the parties. If Landlord desires to renew this Lease, Landlord shall so notify Tenant on or before September 15, 2017.
- b. **Operating Season: Wind Up and Wind Down Seasons: Off-Season.** Tenant's Operating Season shall be June 1 to September 30, annually (the "Operating Season"). The term "Wind Up Season" shall mean the fourteen (14) day period prior to scheduled commencement of operations for the Operating Season. The term "Wind Down Season" shall mean the three (3) day period

following scheduled termination of operations for the Operating Season. The term "Off Season" shall mean the period between the end of the 2016 Wind Down Season and commencement of the 2017 Wind Up Season.

3. **Rent; Fees; Security Deposit.**

Tenant shall pay all rent and fees, when due, as provided below and on Exhibit B, attached hereto and incorporated herein.

4. **Payment; Statements.**

- a. On or before the fifteenth (15th) day of each month, Tenant shall pay to Landlord the per-passenger and per-vehicle fees on Exhibit B that were incurred in the previous month. Such payment shall be made without the need for an invoice from Landlord and shall be accompanied by Tenant's statement as provided below.
- b. Fees due during the Operating Season in paragraph a. above shall begin as of the first day of the month of said Operating Season. Tenant shall be responsible for payment of personal property taxes which may be payable on their trade fixtures and equipment, and for payment of any federal, state or local fees or taxes which may apply to their operations hereunder.
- c. **Late payment:** Tenant shall make prompt and timely payment of all rentals, fees, and other charges due hereunder as the same may from time to time come due. In the event that any such payment is not made within thirty (30) days of the invoice due date, a penalty of one percent (1%) per month 12% per annum) shall be assessed and paid on all such amounts outstanding.
- d. **Address:** All payments hereunder shall be written to the City of Portland and sent to the attention of: Public Assembly Facilities, Accounting Office, Portland Exposition Building, 239 Park Avenue, Portland, Maine 04102 or such other place as the Director may designate in writing from time to time.

Any invoices shall be sent to Tenant at the following address: Bay Ferries Limited, 94

Water Street, PO Box 634, Charlottetown, Prince Edward Island, Canada, C1A 7L3, Attn: Danny Bartlett, Vice President, Finance and Administration, or such other person or address as Tenant may designate in writing from time to time.

- e. **Tenant Statements:** Tenant shall submit its official manifest or other official documentation (or electronic equivalent) showing the number of passengers and vehicles transported by Tenant both to and from the City of Portland each month when it submits its per passenger and per vehicle fees under Exhibit B. No amount shall be payable to the City of Portland in respect of passengers or vehicles transported by the Tenant on a complimentary basis.

- f. Landlord reserves the right to conduct an audit of Tenant's traffic records, upon reasonable notice and during regular business hours, to determine the accuracy of amounts paid hereunder. In the event such audit discloses an underpayment to Landlord of more than Five Percent (5%) in any year, Tenant shall pay to Landlord, in addition to the amount owed and any applicable late charges, the reasonable cost to Landlord of its audit, including legal, accounting, and consulting fees unless the underpayment shall have been the result of a bona fide mistake or miscalculation.

5. Condition of Premises: Improvements to Premises.

- a. "As is." Tenant has had the full opportunity to inspect the Premises prior to execution of this Lease and takes all such space, specifically including the Ramp, "as is," except as specifically provided herein. Should Tenant's Vessel require modifications to, improvements or replacement of the Ramp, such modifications or replacement shall be solely at Tenant's cost and expense, and subject to all required reviews and permits for such structure, including but not limited to approval of the Director which shall not be unreasonably withheld. Should Tenant require modification or improvements to the Queuing Areas, such modifications or improvements shall be solely at Tenant's cost and expense, and subject to all required reviews and permits for such improvements or modifications, including but not limited to approval of the Director, which shall not be unreasonably withheld.
- b. In the event Tenant wishes to make any improvements to any portion of the Premises, it shall obtain the written approval of Landlord prior to undertaking any such improvements, which approval shall not be unreasonably withheld. All such improvements shall be at Tenant's sole cost and expense, provided, however, that upon submission by Tenant and approval by Landlord of documented expenses for improvements to the Departure Building, Tenant shall be entitled to a credit against rent in the amount of twenty-four thousand dollars (\$25,000.00) for improvements to the Departure Building. Such credit shall be provided in two \$12,500.00 increments against rent due in June and July 2016.
- c. Notwithstanding the foregoing, Landlord agrees that Tenant may install, at Tenant's expense, only at particular locations approved in advance by the Director, its security camera system in order to monitor the docking basin, vehicle inspection or processing booth and waiting areas for security and operational issues; subject to the condition, however, that Tenant will share access with the Landlord to the 'live feed' from such cameras, as well as any recordings from such cameras if and when requested.

6. Obligations of Landlord: Maintenance, Utilities.

Except as otherwise provided herein, the Landlord shall provide for the 'landside' facilities only, at its expense, the following:

- a. Except as otherwise provided in this Lease, Tenant acknowledges and agrees that this Lease is a 'net lease', for the Landlord, and that the Landlord shall not be responsible for any costs, charges, expenses or the like whatsoever arising from or related to the leased Premises or rights, or the business carried on or related to said Premises or rights, and Tenant shall pay all costs, charges, expenses or the like of every nature and kind whatsoever relating to the leased premises or rights, including any passenger or vehicle ramps, unless specifically agreed to in advance in writing by Landlord.
- b. Landlord will provide heat and sewer services to the Departure Building. In addition, Landlord will provide water (including potable water) to the Vessel, at the Rates in Exhibit B.
- c. Landlord shall ensure that the roof, exterior walls, and structure of the Departure Building are secure, water-tight, and allow the Departure Building to be occupied as offices and a public sales facility. Landlord shall also maintain and repair the marine infrastructure (i.e., the passenger bridge, security fencing, and fendering, in the same condition as they are in at the commencement of the term of this Lease or as they may be put in during the term of this Agreement, 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 the Tenant and Tenant shall pay all costs therefor.
- d. Maintenance and reasonable cleaning of the Exterior Common Areas, Queuing Area, and Parking Areas available for use by Tenant, its employees and invitees, including snow and ice removal.
- e. After Tenant reconfigures and repaints the travel lanes in the Queuing Areas as set forth below, Landlord may, in its discretion, repaint the lines for the travel lanes, but it has no obligation to do so.
- f. Access to washroom facilities in the Ocean Gateway on an escorted basis (if permitted by CBP) for outbound customers waiting in the Outbound Queuing Areas.

7. Obligations of Tenant.

Tenant covenants that it shall, at its expense:

- a. Provide seven (7) days of service per week during the Operating Season, subject to normal exigencies of the ferry business, including weather and mechanical breakdown, lack of consumer demand, and other events beyond Tenant's control. Any suspension of operation of the vessel in excess of ten (10) consecutive days during the Operating Season, for reasons other than major mechanical failure of the Vessel, shall, at Landlord's option, be deemed to be a default and termination of this Lease. During any period of suspension, Tenant shall continue to be liable for any rent or utility payments.

- b. Keep Landlord informed of any unavoidable changes to sailing times sufficiently in advance so that Landlord can accommodate its berthing needs, if possible; however, Landlord does not guarantee that any revised sailing times can be accommodated. But for such notice, Landlord may presume the Vessel will arrive at approximately 1:30 P.M, except and depart between 2:30 P.M. and 3:00 P.M. daily during the Operating Season, except on Blackout Days;
- c. Pay when due, all Rent, Fees and other charges or assessments hereunder;
- d. Pay all costs associated with the ferry operation (except as otherwise stipulated herein), including but not limited to, office and ticketing staff, provision of all office and ticketing equipment, and direct Vessel costs including but not limited to fuel, water, electricity, stevedoring, screening and security staff, staff to direct and supervise vehicle traffic and queuing, trash removal and pilotage. Tenant shall be responsible for the repair, maintenance and cost of its own Vessel and fueling system subject to all applicable federal, state and local regulations.
- e. Be directly and solely responsible for all expenses for electricity, water, sewer, natural gas, heating oil, HVAC, telephone, internet and any other utility or communications services. The rent does not include any utility expenses. Landlord shall install a submeter as needed for electrical service, for which Tenant shall pay Landlord monthly.
- f. Utilize full service stevedores licensed by the City for line handling, loading and unloading luggage and baggage;
- g. Pay all expenses for all installation and periodic charges associated with communications systems, including but not limited to phone systems and services, computer systems and communication services, television and cable access, satellite services, and security and video equipment and services within the exclusive use areas and used, except as provided herein, solely by the Tenant;
- h. Maintain the Premises in such repair as on the commencement of this Agreement, except only for reasonable wear and tear and damage caused by fire or other unavoidable casualty not the fault of Tenant, its employees, contractors, agents or invitees. Tenant shall not injure or deface the Premises or any other property nor permit anyone else to do so. Tenant agrees to report to Landlord promptly, but in any case within 24 hours of when it knew or reasonably should have known of any substantial damage to the Premises or the Ocean Gateway facilities that poses any potential health or safety issue, including but not limited to any water damage or intrusion;
- i. Be solely responsible for all repairs, maintenance, modifications, and replacement of the Ramp, which shall only be undertaken pursuant to a stamped drawing by an appropriately qualified professional engineer. In no event is Tenant responsible for damage of any kind attributable to the non-exclusive use of premises by others in privity with Landlord;

- j. Properly contain and dispose of all trash and garbage from its operations, including but not limited to all vessel trash and garbage, in containers suitable for pickup by Tenant or Tenant's contractor. Landlord shall provide regular trash pickup for the Exterior Common Areas only;
- k. Maintain in full force and effect the insurance coverage required below, and such fire and extended coverage or business interruption insurance for its own property or benefit as it may deem to be appropriate. Tenant shall hold its property, including fixtures, furniture, equipment and the like, or that of any other owner, on the Premises at Tenant's own risk;
- l. Notify the Landlord in advance of any proposed alterations to the Premises, including but not limited to posting of signage by Tenant. All such alterations are subject to the prior written approval of the Director, which approval shall not be unreasonably withheld;
- m. Pay and discharge punctually all generally applicable taxes and governmental assessments on any of Tenant's activities or property. The parties understand and agree that there are no real estate property taxes to be assessed against the Premises leased hereunder and chargeable to Tenant, but Tenant shall be responsible for payment of any personal property taxes which may be assessed. Tenant reserves the right to contest the imposition or amount of any such taxes or assessments by any means provided by law;
- n. Permit Landlord at reasonable times to inspect the Premises and to permit Landlord to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to said Premises or any part thereof, and during such operations to take into and through said Premises or any part of the Premises all materials required, Landlord agreeing, however, that it will carry out such work in a manner which will cause Tenant minimum inconvenience;
- o. Not permit any employee, agent, contractor or invitee of Tenant to violate any covenant or obligation of Tenant hereunder nor create a nuisance at the Premises or any City owned property;
- p. Keep the Premises equipped with all safety appliances required by law or any public authority to the extent such results from the exclusive use made by the Tenant of the Premises;
- q. Provide all security personnel, and any CPB facilities, utility connections and utilities services for the same, together with any required traffic control, at Tenant's cost and expense, as may be required by, or for compliance with, CPB or the United States Coast Guard operations, and such additional security personnel as may be deemed reasonably necessary by Tenant. It is the mutual intent of the parties that all such requirements be identified prior to the entry into this Lease. All such required facilities and improvements shall be property of Landlord at the end of the lease term;
- r. Should any maintenance or repair of the Premises, the Ocean Gateway terminal building and pier, or the systems serving those facilities require repair or replacement

as a result of the negligence or willful act of the Tenant or the Tenant's invitees, agents or contractors, Tenant shall be responsible for the timely repair or replacement of same. Any damage caused to such facilities including but not limited to waiting areas, hallways, stairwells, and restrooms, caused by any of Tenant's employees, contractors, agents or invitees, may be repaired by Landlord, in its sole discretion, and the cost of such repair shall be billed to Tenant at Landlord's cost, and shall be paid by Tenant as additional rent with the next due Rent payment; or, alternatively, taken from any security deposit being held by the Landlord, in which case the Tenant shall replenish that security deposit within ten (10) days of being informed in writing that this is necessary.

- s. After reconfiguring the travel lanes in the Queuing Areas, Tenant shall, at its expense, paint or repaint the lines for the travel lanes to accommodate the Ferry Service.

8. Certain Rights Reserved to the Landlord.

The Landlord reserves the following rights:

- a. To retain and use in appropriate instances keys to all doors within and into the Premises and to change the locks to the Premises if Landlord deems it advisable. No lock shall be changed by Tenant without the prior written consent of Landlord. Landlord shall have the right to access the utility rooms through Tenant's exclusive use space as reasonably necessary;
- b. On reasonable prior notice to Tenant, to exhibit the Premises to prospective Tenants or users of the Ocean Gateway facilities and to others having a legitimate interest at any time during the term;
- c. To adopt reasonable rules and regulations relating to the Premises and the Ocean Gateway facilities from time to time during the Term; provided, however, such rules and regulations shall not materially interfere with Tenant's permitted use of the Premises. Tenant agrees to comply with reasonable rules and regulations from and after the fifteenth (15th) day after Tenant's receipt thereof, unless earlier required by law;
- d. To remove from the Premises, at Tenant's expense, any improvements, alterations, additions, signs, awnings, or the like, not consented to in writing by the Director; and
- e. Landlord reserves the right, in its sole discretion, to berth vessels of any type at and otherwise make use of and allow events at the Ocean Gateway facilities, subject to Tenant's rights under this Lease.

9. Signage.

Tenant shall have the right to have signage on the Premises, including but not limited to outdoor signage, which signage shall be approved by the Director and shall be at Tenant's sole cost. It is the intent of the parties to prominently promote Tenant's Ferry Service. Tenant may also display flags referencing, as applicable, Tenant, the Vessel, the Tenant's Ferry Service, and the Province of Nova Scotia. Installation of such signage and flags may be done by the Landlord, or by the Tenant by a contractor acceptable to the Landlord, at Tenant's expense. All signage and flags shall be installed and maintained in accordance with all applicable local and state governmental codes. Subject to Landlord's approval which shall not be unreasonably withheld, Tenant may, at its expense, place murals and/or photographs and/or graphics on interior and exterior walls of the Departure Building for promotion of the Ferry Service.

Subject to applicable local and state governmental laws and codes, Landlord and Tenant shall cooperate to ensure prominent directional signage within the City of Portland to direct customers to the Ferry Service and to request the State of Maine to provide appropriate signage on its interstate highway system. Tenant acknowledges and agrees that the City of Portland is acting as landlord, and not in its regulatory capacity, in connection with this Lease.

10. Compliance with Laws.

Tenant agrees to comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal, state and local governments or any of their departments, bureaus, boards, commissions and officials thereof (collectively, the "Laws") with respect to Tenant's use or occupancy of the Premises, including without limitation, all Laws relating to (i) air emissions, (ii) water discharges, (iii) noise emissions, (iv) air, water or ground pollution, or (v) any other environmental and health matter during the Term in connection with its use and occupancy of the Premises. Tenant shall not be responsible for any compliance attributable to the obligations of Landlord hereunder nor to any event, condition, act, or omission which occurred prior to the execution date or after the expiration date of this Lease Agreement, unless caused by the error or omission of Tenant, its officers, agents, employees, contractors or invitees.

11. Security Rules.

- a. Tenant shall comply with all safety and security requirements in its operations hereunder.

Tenant further agrees that its officers, employees and agents shall abide by the provisions of the Water Access Security/Safety Restrictions attached hereto as Exhibit C and incorporated herein, and with any other security directives or policies that may be promulgated from time to time by the Landlord, the State of Maine or by agencies of the Federal Government during the term of this Agreement. The Landlord agrees to provide Tenant with copies of the relevant portions of Landlord's Plan to permit Tenant to comply with its terms.

- b. Tenant shall comply with the lawful directions of the City's Facility Security Officer's directions and commands, with respect to its operations at the OG

Terminal and berthing area. Tenant shall designate a particular person, who must be readily available, as its

Security Contact Person, for the purposes of emergency and other communications to, from and with the City's Facility Security Officer.

- c. Tenant shall, to the extent required by law or any agency with jurisdiction, prepare and file its own Facility Security Plan, which shall then become an amendment to Landlord's Facility Security Plan, for Tenant's operations and its use of Landlord's Facilities, and provide a copy of such Plan and amendment to the Landlord.
- d. Transportation Workers Identification Credential Requirement: All persons requiring unescorted access to the secure areas of vessels, facilities, and OCS facilities regulated by parts 104, 105, and 106 of 33 CFR (Code of Federal Regulations) must, to the extent required by law and applicable authorities, possess a TWIC (Transportation Workers Identification Credential) before such access will be granted. A TWIC must be obtained via the procedures established by TSA (Transportation Security Administration) in 49 CFR part 1572.
- e. In addition, Tenant employees working at the OG Facilities shall have Landlord- approved identification badges, including BIW identity badges, displayed at all times when at the OG Facilities, whether within the Premises or the common use space.
- f. In the event that Tenant fails to provide adequate security, Tenant shall pay all reasonable costs and expenses for additional security, associated with the Tenant's use of the facilities, in accordance with the rates set forth in Article 4 Rent and Fees.
- g. In addition, Tenant shall pay all reasonable security costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, which may arise directly out of Tenant's failure to comply with the covenants of this paragraph, and such failure shall be deemed a default under this Agreement. Tenant shall be responsible for obtaining all necessary permits and licenses required for its use and occupancy of the OG Facilities at its own cost and expense.

12. **Indemnification.**

- a. **General.** To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless the Landlord, its officers, agents, and employees, from and against any and all liability, claims, damages, penalties, losses, expenses, including costs of investigation and attorneys' fees, or judgments, just or unjust, arising from injury or death to any person, or damage to, or loss of use of, property sustained by anyone (including but not limited to Landlord's

employees or property) and arising, in whole or in part, out of Tenant's use, activities at or on, or occupancy of the OG Facilities, except that such obligation of indemnification shall not include indemnification for claims to the extent such claim is caused by (i) the acts or omissions of Landlord, its officers, agents, employees or contractors, (ii) the acts or omissions of third parties (including but not limited to other users of the Premises), or (iii) a breach by Landlord of its obligations under this Lease. Tenant shall include Tenant, its officers, agents, employees, contractors, subcontractors and/or invitees.

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

- b. **Covenant against Liens:** Tenant shall not cause nor permit any lien against the Landlord's property or any improvements thereto to arise out of or accrue from any action or use thereof by Tenant and shall hold the Landlord harmless therefrom; provided, however, that Tenant may in good faith contest the validity of any alleged lien. Upon request of the Landlord, Tenant shall post a bond warranting payment of any such lien, or provide other security acceptable to Landlord, in the event Tenant contests such lien.
- c. As used in this Lease, "Environmental Condition" shall mean any material adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, which may result in a claim of liability under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act ("TSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the state in which the Premises are located, or any political subdivision thereof, relating to such matters (collectively, "Environmental Laws"). "Hazardous Materials" shall include, but shall not be limited to, substances requiring investigation, removal or remediation under any federal, state or local statute, regulation, ordinance or policy including substances defined as "hazardous substances" in CERCLA; "toxic substances" TSCA; "hazardous wastes" in RCRA; or radon, asbestos and petroleum products.

Tenant shall, at all times during the term, comply with all environmental laws applicable to the Premises and Tenant's use and occupancy thereof. Except to the

extent caused by Landlord or any other tenant at the Premises or attributable in whole or in part to a preexisting environmental condition, Tenant will defend, indemnify and save harmless Landlord and its directors, officers, shareholders, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and expenses) of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed, based upon any Environmental Laws or resulting from any Environmental Condition on or about the Premises which is caused by Tenant during the Term of this Lease, which indemnity, in the case of an Environmental Condition caused by Tenant shall include costs incurred by Landlord to remediate such Environmental Condition to clean-up or remediation standards consistent with Tenant's use of the Premises specified in this Lease. In case any action, suit or proceeding is brought against any of the parties indemnified herein by reason of any occurrence described in this section Tenant will, at Tenant's expense, by counsel reasonably approved by Landlord, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended.

- d. **Survival.** The Terms of this section shall expressly survive the expiration or termination of this Lease.

13. Insurance.

- a. Amounts. Without expense to the Landlord, and with no lapse in coverage, Tenant shall procure and maintain, at its own cost, and show evidence to the Landlord of the following insurance to protect the Landlord from claims and damages which may arise from Tenant's operations under this Agreement, whether such operations shall be performed by the Tenant or by anyone directly or indirectly employed by it in the types and minimum amounts set forth below:

<u>Description Occurrence</u>	<u>Coverage</u>	<u>Each</u>
(i) Commercial General Liability, Broad Form Property Damage	B.I./P.D./ \$5,000,000 including Death	
(ii) Vehicle Liability, including or non-owned	B.I./P.D./Death \$2,000,000 owned, hired	
(iii) Workers' Compensation, U.S. Longshoremen and Harbor Workers' Coverage, as applicable	B.I./Death Statutory including	
(iv) Protection & Indemnity insurance	-	

\$5,00

0,000 including Federal Maritime and Jones Act Coverage

(v) Pollution coverage /Sea to Sea/Land to Sea/Land to Land

\$5,000,000 (vi) Employer's Liability

\$1,00

0,000

B.I./P.D. including U.S.
Longshoremen & Harbor
Workers, as applicable

b. **Landlord protected.** The Landlord shall be named as an additional insured under items (i) and (ii) above. Item (iii) shall include a waiver of subrogation against Landlord. To the extent that Tenant has any employees who are not covered by the Longshoremen & Harbor Workers, Federal Maritime and Jones Act coverages, Tenant shall provide evidence of Workers Compensation coverage in the statutory amounts, including a waiver of subrogation against Landlord.

c. Notice to Landlord. All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Landlord. Each liability policy required to be obtained hereunder shall be on an occurrence basis. In the event that policies are not available on an occurrence basis, Tenant shall purchase a "tail" which provides coverage hereunder for a minimum of six (6) years after termination of this Agreement.

All policies required hereunder shall be primary to any insurance or self-insurance which Landlord may maintain for its own benefit. Liability insurance coverage shall also extend to damage, destruction, and injury to Landlord-owned or Landlord-leased property and Landlord personnel, to the extent caused by, or resulting from negligent acts, operations, or omissions of Tenant, its officers, agents, employees, invitees, and/or contractors.

d. **Certificates.** Certificates or other evidence of insurance coverages required of Tenant in this Section, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the Landlord prior to use of the Premises. Such certificate or certificates shall at all times while this Lease Agreement is in effect provide Landlord with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier.

e. **Tenant Property Insurance.** Tenant shall procure and maintain, at its option and election, such all risks fire and casualty insurance covering its property on the Premises as it deems necessary.

- f. Landlord reserves the right to require a commercially reasonable increase in the minimum insurance limits hereunder at the commencement of any Renewal Term of this Lease.

14. Assignment/Subletting.

- a. **By Tenant.** Tenant shall not sublease, transfer or assign this Agreement or the rights granted hereunder at any time during the Term of this Agreement without the prior written approval of Landlord, which may be granted or withheld in Landlord's discretion; except, however, Tenant may, if required by written agreement between Tenant and the Province of Nova Scotia, assign this Agreement and the rights granted hereunder to the Province of Nova Scotia in the event the Tenant is itself unable to continue operating the Service, in which case the Province of Nova Scotia will assume all of the obligations of Tenants herein, as well as the rights of Tenant herein. No such assignment or subletting shall relieve Tenant of any obligations hereunder and any person accepting such assignment shall take the Agreement subject to all prior breaches and shall be liable therefor in the same manner as Tenant.
- b. **By Landlord.** Landlord reserves the right to assign this Lease to a quasi-municipal or State entity, provided, however, that in such event such entity shall agree to assume all of the terms and obligations of the Landlord under this Lease. Landlord shall not assign this Lease to a private party without the prior written approval of Tenant, which may be granted or withheld in Tenant's discretion.

15. Casualty Damage.

- a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until the Premises shall have been put in proper condition for use by Tenant; provided, however, in the event of such destruction or damage, either Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Agreement shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant.
- b. Landlord and Tenant each hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the property of either party, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Landlord and Tenant shall each be responsible for maintaining such casualty insurance on its property as it deems necessary and such policies shall waive any right of subrogation

thereunder against the other party.

16. Default.

- a. Tenant shall be determined to be in default hereunder if it shall fail to perform any obligations or comply with any terms or conditions stated herein within fifteen (15) days after receipt of notice of such failure from the other party or (if the default is of such nature that it cannot be cured within such period) if it shall fail to commence to cure the default within such period and thereafter diligently prosecute the cure to completion within a reasonable time. Upon such default and failure to cure, Landlord shall have the right, at its option, and in addition to any other remedies, to terminate this Lease by giving the party in default written notice thereof and upon the giving of such notice, this Lease and the term hereof shall cease. Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises in accordance with the provisions of this Lease. Further, upon any termination of this Lease, Tenant shall remain liable to Landlord for all rent and fees accrued and unpaid up to the date of such termination. Tenant shall pay all reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel and consultant fees, incurred by Landlord on account of Tenant's failure to comply with any of the terms of this lease, holding-over, and/or as a result of Tenant's default under this Lease.
- b. In no event shall either party be liable to the other for incidental, special, or consequential damages of any nature claimed as a result of the breach of any term of the termination of this Lease.

17. Return of Premises; Holding Over.

- a. At the expiration or earlier termination of this Lease, Tenant shall promptly ensure that all vessels with which it is in any way affiliated are removed from the Premises and all of Landlord's berthing areas, and will also promptly quit and surrender the Premises to Landlord broom clean and in good order and condition, ordinary wear excepted, and free from debris, trash and waste, and shall cease its operations from the Premises. Tenant shall, if, and only if, so requested by Landlord, remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises; provided, however, all damage caused by or as a result of such removal shall be repaired by Tenant at its sole expense. All trade fixtures, equipment, furniture, furnishings and personal effects not removed by Tenant within thirty (30) days after expiration or termination of this Lease shall, at Landlord's option, be deemed to have been conveyed to Landlord in fee title, and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without obligation to account therefor, or, at Landlord's option, Landlord can have such trade fixtures and items removed and the cost of any such removal and the expense of any repair necessitated by such removal shall be borne by Tenant.
- b. If Tenant or any party claiming through or under Tenant shall remain or continue to be in possession of the Premises or any part thereof after the termination of the Lease or any renewal thereof, without Landlord's consent, then, at Landlord's option, Tenant or such party or both shall be deemed to be

illegally retaining possession or, at Landlord's option, shall be deemed to be a month-to-month Tenant of the Premises and subject to all the terms and conditions of this Lease except that the monthly rent hereunder shall be One Hundred and Fifty Percent (150%) of the rent payable during the month prior to such termination. This section shall not be construed as giving Tenant any right to hold over after the expiration of the Term or to limit Landlord's rights to obtain possession of the Premises upon termination by any lawful means available to Landlord if Landlord does not elect to treat the continued possession by Tenant or any party claiming through or under Tenant as a month-to-month tenancy.

- c. Landlord lawfully may upon termination of this Lease Agreement, enter into and upon the said 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 Tenant, by any lawful means, and remove its 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.

18. Quiet Enjoyment.

So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Landlord.

19. Notice S.

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

To Tenant: Mark
 MacDonald
 Bay Ferries
 Limited Suite
 A201
 5855 Spring Garden
 Road Halifax, Nova
 Scotia Canada B3H
 4S2

With a copy to: Danny Bartlett
 Bay Ferries Limited
 94 Water Street
 PO Box 634

Charlottetown, Prince Edward Island
Canada
C1A 7L3

To Landlord: Jon P. Jennings, City Manager
City of Portland
389 Congress Street
Portland, Maine 04101

With a copy to: Corporation Counsel
City of
Portland
389 Congress
Street
Portland, Maine
04101

20. Amendment; Authority.

Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.

Each party warrants that this Lease Agreement has been signed by a representative duly authorized to bind that party to this Lease Agreement.

21. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Tenant warrants to Landlord that it is licensed to do business in the State of Maine and has an agent authorized to accept service of process in said State. Tenant shall provide such information upon request to Landlord.

22. Force Majeure.

Neither Tenant nor Landlord shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be no longer than that required by the force majeure and the party prevented from performance has given written notice thereof to the other party.

23. Non-Waiver.

No waiver of any breach of any one or more of the conditions of this Lease by the Landlord or Tenant shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

24. Maritime Rights Preserved

Nothing in this Lease is intended by Landlord to waive any rights or claims it may have against *The Cat*, or any other vessel utilized by Tenant in performing the Ferry Service, either in rem or in personam, arising under the maritime law of the United States, including, without limitation, rights under The Maritime Lien Act, 46 USC 31341 *et. seq.*, and/or The Public Vessels Act, 46 USC 781 *et. seq.*, and Landlord's rights in reliance of the credit of the vessel or vessels are specifically reserved and retained.

25. Brokers.

Landlord and **Tenant** each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection with this Agreement. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim.

26. Special Right of Termination

In the event of termination or discontinuance of the Ferry Service, or any other material adverse event impacting the Ferry Service, Tenant shall have the right to terminate this Lease without penalty upon providing six (6) months' notice in writing to Landlord. Tenant's obligations applicable to termination of the Lease as set forth herein shall continue to apply.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

WITNESS:

BAY FERRIES LIMITED

By: _____

Mark MacDonald
Its Chairman and CEO

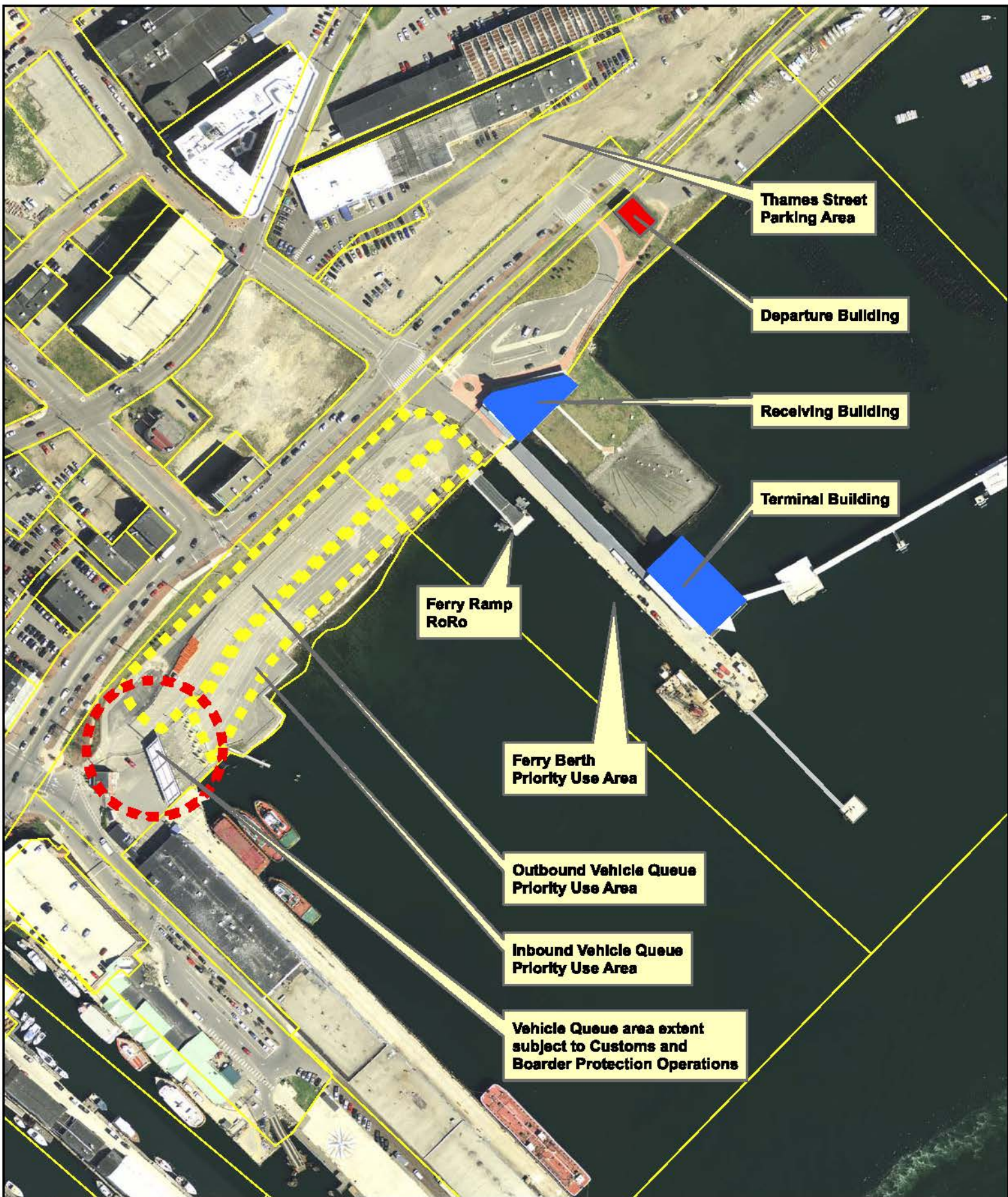
CITY OF PORTLAND

By: _____

Jon P. Jennings
Its City Manager

EXHIBIT A

DIAGRAM OF PREMISES



250 125 0 250 Feet



Ocean Gateway Site and Facilities
Bay Ferries, Limited
Lease Exhibit A

April 2016

Exhibit B Schedule of Rent and Fees

Monthly Rent

June 1 - September 30, 2016 and June 1, 2017 - September 30, 2017

- Tenant shall make monthly rental payments for the Premises in advance on the 1st day of each month for the period from June 1 - September 30, 2016 and the period from June 1, 2017 - September 30, 2017 in the amount of **\$15,229.60.**

October 1, 2016 – May 31, 2017 and October 1, 2017 – October 3, 2017

- Tenant shall make monthly rental payments for the Departure Building in advance on the 1st day of each month for the period from October 1, 2016 – May 31, 2017, and October 1, 2017 – October 15, 2017 in the amount of **\$4,000.00.**
- If Tenant requires parking or berthing during this period, it shall be provided, if available, at the rates set forth below.

Passenger and Vehicle Fees

On or before the fifteenth (15th) day of each month, Tenant shall pay to Landlord the following per-passenger and per-vehicle fees that were incurred in the previous month. Such payment shall be made without the need for an invoice from Landlord and shall be accompanied by Tenant's statement as provided below.

- | | |
|---|---------|
| • Passenger (the first 60,000 per Operating Season) | \$ 2.00 |
| • Passenger (over 60,000) | \$ 3.50 |
| • Bicycle | \$ 0.50 |
| • Motorcycle | \$ 1.00 |
| • Passenger Vehicle (the first 60,000 per Operating Season) | \$ 3.00 |
| • Passenger Vehicle (over 60,000) | \$ 5.00 |
| • Passenger Vehicle with Camper/Utility Trailer | \$ 5.00 |
| • Recreational Vehicles/Motor Homes | \$ 5.00 |
| ▪ Straight Trucks | \$10.00 |
| • Tour Busses/Motor Coaches | \$20.00 |

Other Fees

- | | |
|---|---------------|
| • Fuel License, per season | \$100.00 |
| • Daily Parking per space, per month | \$75.00 |
| • Fresh Water, per metric ton | \$ 4.00 |
| • Security Badges, each | \$ 2.50 |
| • Security Badges, replacement, each | \$25.00 |
| • Berthing (other than the exclusive use of the Berthing Area as allowed in section 1(a)(ii)) | \$1.00/ft/day |
| ▪ Electrical Service – sub-meter monthly actual usage charges apply. | |

Exhibit C

Waterfront Access Security/Safety Restrictions

All visitors must check in with the Facility Security Officer ("FSO") or designee upon arrival. All visitors must provide photo identification or a Transportation Workers Identification Credential ("TWIC") card prior to accessing the facility. Vessel must provide an expected visitor list to on site security. All those not on the list will be denied access or Non TWIC'd personal must be escorted by a TWIC'd person. A single TWIC'd person can provide access for up to 5 Non TWIC'd personal, or otherwise directed by the FSO.

Crew must check in with on site security and provide photo identification.

Vessel must provide a crew and/or passenger manifest to the FSO or on site security.

A form of communication between vessel and on site security must be determined upon arrival.

A declaration of security must be signed upon arrival if deemed necessary by the FSO.

All deliveries, packages, crates, etc., must be accompanied by a manifest per US Federal Standards. All items including personal vehicles are subject to random search. All delivery drivers must provide photo identification upon arrival. A list of vendors will need to be provided prior to accepting deliveries.

All passenger buses are subject to a search prior to entering the facility.

No explosive devices, weapons, or open fires will be allowed within the facility at any time.

All fuel transfers must be done in accordance within DEP,EPA, OSHA, Coast Guard regulations. This applies to any quantity of gasoline, diesel, oil etc.

All employees working in or around the facility must meet all OSHA regulations.

"Hot Work" permits are required for work on the pier or vessel. These permits are issued through the Port Director or FSO. Permit costs apply. (\$125.00 each)

At no time will vehicles be left overnight within the facility without prior authorization from the Port Director or FSO.

Emergency vehicles must have a clear pathway at all times to service the entire pier. No objects or vehicles are to be left unattended at any time. Objects and vehicles must be able to be removed immediately upon notice of emergency personnel needing access to the pier.

Vessels must use "Bits and Bollards" only for vessel tie up. No lines are to be laid around steel piles.

No work is to be performed on the vessel's hull without prior authorization by the Port Director or FSO.

No dumping of gray water while alongside of the berth.

All small vessels performing maintenance, security, etc. for a berthed vessel must have prior authorization to do so from the Port Director or FSO.

All gates are to remain locked or staffed by facility trained security personal.

*Order 242-15/16
Tab 9 5-2-16*

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 REFERRING GOLF CART ORDINANCE TO THE
HEALTH AND HUMAN SERVICES COMMITTEE**

ORDERED, that the City Council hereby refers the attached Golf Cart Ordinance to the Health and Human Services Committee; and

BE IT FURTHER ORDERED, that the Health and Human Services Committee review the attached ordinance and provide its final recommendation on this issue to the City Council.

Chapter 28 TRAFFIC AND MOTOR VEHICLES*

...

Sec. 28-185. Golf carts on certain island streets by certain persons.

The operation of golf carts shall be permitted on the streets of Cliff Island, Great Diamond Island and Peaks Island if in compliance with the following requirements:

- (a) The operator must be over the age of twenty-one (21) or possess a valid license to operate a motor vehicle;
- (b) Such golf carts shall be operated only in daylight, not earlier than one-half hour before sunrise and not later than one-half hour after sundown; unless equipped with and utilizing suitable headlights and taillights as determined by the police department; shall keep to the extreme right of the roadway; shall not exceed a speed of ten (10) miles per hour; and shall obey all traffic laws applicable to motor vehicles;
- (c) Each golf cart shall be equipped with an auditory warning device, a visual safety flag on a whip antenna of at least six (6) feet in height; slow vehicle markings; and display a sticker on the cart showing annual registration with the city treasury division as an island vehicle.

Order 228-15/16
~~Tab 27 4-25-16~~
Tab 10 5-2-16

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 STATE/LOCAL EPS FUNDING ALLOCATION
FOR PUBLIC EDUCATION FROM KINDERGARTEN TO GRADE 12
FOR PORTLAND PUBLIC SCHOOLS FOR FY2017**

ORDERED, that under and pursuant to the City's Fiscal Year 2016-2017 Appropriation Resolve Order 254-15/16 and applicable state law the City hereby approves the following school budget article for Fiscal Year 2016-2017:

Appropriation for State/Local EPS funding Allocation: That the City appropriates the amount of \$79,013,267 for the total cost of funding public education from kindergarten to grade 12, and raises the amount of \$63,109,880 as the City's contribution to the total cost of funding public education from kindergarten to grade 12, both as described in the Essential Programs and Services Funding Act, in accordance with Maine Revised Statutes, Title 20-A, section 15688.

State mandated Explanation: The City's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined under state law annually to be the minimum amount that the City must raise in order to receive the full amount of state dollars.

Order 229-15/16
~~Tab 28 4-25-16~~
Tab 11 5-2-16

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 NON-STATE FUNDED SCHOOL CONSTRUCTION DEBT
SERVICE FOR PORTLAND SCHOOLS FOR FY2017**

ORDERED, that under and pursuant to the City's Fiscal Year 2016-2017 Appropriation Resolve Order 254-15/16 and applicable state law the City hereby approves the following school budget article for Fiscal Year 2016-2017.

Appropriation for Non-State Funded Debt Service (20-A M.R.S.A. §15690(2)(A)).

That the City raise and appropriate \$572,216 for the annual payments on debt service previously approved by the legislative body for non-state funded school construction projects and non-state funded portions of school construction projects, in addition to the funds appropriated as the local share of the City's contribution to the total cost of funding public education from kindergarten to grade 12.

***State Mandated Explanation:** Non-state funded debt service is the amount of money needed for the annual payments on the City's long-term debt for major capital school construction projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the voters or the City Council.*

Order 230-15/16
Tab 29 - 4-25-16
Tab 12 5-2-16

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 RAISING AND APPROPRIATING ADDITIONAL LOCAL FUNDS FOR
PORTLAND SCHOOLS FOR FY2017**

ORDERED, that under and pursuant to the City's Fiscal Year 2016-2017 Appropriation Resolve Order 254-15/16 and applicable state law the City hereby approves the following school budget article for Fiscal Year 2016-2017:

Authorization to Exceed the Portland School Department's Maximum State and Local Spending Target Established Pursuant to Maine Revised Statutes, Title 20-A § 15671-A(4) and

Appropriating Additional Local Funds: That the City raises and appropriates \$15,331,171 in additional local funds, which exceeds the State's Essential Programs and Services allocation model by \$16,331,256 as required to fund the budget recommended by the Portland Board of Public Education.

That amount is needed to cover the School Department's costs that the state's funding model does not recognize or recognize fully, including costs to maintain class size; Special Education costs; PATHS costs; Regular Instruction costs; Facilities Maintenance costs to address deferred maintenance; technology costs as the School Department implements its technology plan; transportation costs; professional development costs; debt service for pension obligation; and debt service capital renovation costs.

State Mandated Explanation: *The additional local funds are those locally raised funds over and above the City's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the City's budget for educational programs.*

[NOTE: City council approval of this order requires 5 affirmative votes, see 20-A M.R.S.A. section 15671-A(5)(B)(2)(requiring for council approval "a majority of the entire membership of the council") and see Article II, section 11 of the City Charter (requiring 5 affirmative votes for final passage).]

Order 231-15/16
~~Tab 30 4-25-16~~
Tab 13 5-2-16

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 TOTAL SCHOOL OPERATING BUDGET
FOR PORTLAND SCHOOLS FOR FY2017**

ORDERED, that under and pursuant to the City's Fiscal Year 2016-2017 Appropriation Resolve Order 254-15/16 and applicable state law the City hereby approves the following school budget article for Fiscal Year 2016-2017:

Total School Budget Summary (20-A M.R.S.A. §15690(4)(A)): That the City authorizes the School Committee to expend \$ 98,155,645 for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017 from the City's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

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 232-15/16
~~*Tab 31 4-25-16*~~
Tab 14 5-2-16

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

**ORDER APPROPRIATING AND RAISING FUNDS
FOR ADULT EDUCATION FOR FY 2017 AS REQUIRED
BY THE MAINE REVISED STATUTES, TITLE 20-A M.R.S.A. §8603-A(1)**

ORDERED, that the sum of \$1,807,713 is hereby appropriated for Adult Education for Fiscal Year 2016-2017 and that the sum of \$1,149,033 is hereby raised as the local share with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

***Explanation:** Under state law the appropriation for adult education falls outside the total annual budget for public schools addressed in the prior order when it passes the Appropriation Resolve.*

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 233-15/16
~~*Tab 32 4-25-16*~~
Tab 15 5-2-16

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

**ORDER TO RAISE LOCAL FUNDS
FOR FOOD SERVICE IN THE PORTLAND PUBLIC SCHOOLS for FY2017**

ORDERED, that the sum of \$169,076 is hereby raised for the Food Service Program for Fiscal Year 2016-2017; and that the Portland School Department is authorized to expend any unexpended balances, and additional, incidental, or miscellaneous receipts in the interest and for the well-being of the food service program.

***Explanation:** This order raises local tax revenues for the food service program.*

*Order 233A-15/16
Tab 15 5-2-16*

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 DISPOSITION OF
ANY ADDITIONAL STATE SUBSIDY RECEIVED
FOR PORTLAND SCHOOLS IN FISCAL YEAR 2017**

ORDERED, that under and pursuant to the City's Fiscal Year 2016-2017 Appropriation Resolve Order 254-15/16 and applicable state law, the City hereby approves the following school budget article for Fiscal Year 2016-2017:

Disposition of Any Additional State Subsidy Received: In the event that Portland Public Schools receives more state education subsidy than the amount included in its budget, that the City authorizes the Portland Board of Education to use all or part of the additional state subsidy to increase expenditures for school purposes in cost center categories approved by the Portland Board of Education, subject only to approval by the City Council.

*Order 243-15/16
Feb 16 5-2-16*

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 FISCAL YEAR 2017 ADMINISTRATIVE FEES IN VARIOUS
DEPARTMENTS**

ORDERED, that the administrative fees in the Parking Division for monthly and hourly parking at Elm Street and Spring Street Parking Garages and Angelo's Acre Daily Parking; in the Department of Public Works for Street Opening Permits and Permanent Pavement Restoration Fees; and in the Department of Recreation and Facilities Management for Ice Arena Skate Sharpening Fees and Community Center Rental Fees, as shown in the schedules attached hereto, are hereby approved; and

BE IT FURTHER ORDERED, that all other administrative fees currently in effect that are not otherwise changed herein shall remain in effect for Fiscal Year 2017.

FY17 REVENUE FEE SCHEDULE CHANGE

Department: Parking

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY17 Proposed Fee</u>
100-1803-364-01-00	Garages, Lots, Meters / Elm Street Garage Hourly Parking	\$1.75	\$2.00
100-1804-364-01-00	Garages, Lots, Meters / Spring Garage Hourly Parking	\$1.75	\$2.00
100-1803-364-02-00	Garages, Lots, Meters / Elm Street Garage Monthly Parking	\$110.00	\$120.00
100-1804-364-02-00	Garages, Lots, Meters / Spring Street Garage Monthly Parking	\$110.00	\$120.00
100-1801-364-06-00	Garages, Lots, Meters/ Angelo's Acre Daily Rate	NA	\$5.00

CITY OF PORTLAND

MEMORANDUM

TO: BRENDAN O'CONNELL, DIRECTOR OF FINANCE

FROM: JOHN PEVERADA, PARKING MANAGER

DATE: APRIL 7, 2016

RE: FY17 PROPOSED PARKING GARAGE RATE INCREASES

We are proposing to increase the hourly rates at the Spring St. and Elm. St. Parking Garages from \$1.75 to \$2.00 per hour and the monthly rate from \$110 to \$120 per month. As illustrated in the rate survey below, most of the privately operated garages have rates beyond ours.

Note that we remain committed to keeping our rates affordable to support the downtown businesses by considering business retention and keeping us competitive with the suburbs. We do not want to give the community a message that money has a higher priority than good customer service.

We are also planning on installing a Pay & Display machine in the Angelo's Acre Lot on Commercial St (at Park St.) and charge \$5 per day.

Garage Rates as of November 1, 2015

Garage	Hourly Rate	Monthly Rate
By The Bay Parking Garage	\$1.75	\$110
Casco Bay Garage	\$4.50	\$150
Chestnut Street Garage	n/a	\$80
Cumberland Co Courthouse Garage	\$2.50	\$120
Custom House Square	\$4.50	\$145
Elm Street Garage	\$1.75	\$110
Fore Street Garage	\$5 1st hr & \$4 ea add	\$150
Gateway Garage	\$3.50 hour	\$120
Midtown Parking Lot	\$1.75	
Monument Square Garage	\$1.75	\$120
Ocean Gateway Garage	\$3.50 first hour, \$2.50 each additional	\$130
One City Center Garage	\$2.00	\$115
Public Market Garage	\$2 hour	\$110
Spring Street Garage	\$1.75	\$110
Temple Street Garage	\$4.50 hour	\$145
Top of the Old Port Lot	\$2.00	\$85

CC Jon Jennings, City Manger

FY17 REVENUE FEE SCHEDULE CHANGE

Administrative Fees

Department Public Works/Street Openings

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY17 Proposed Fee</u>
247-3100-321-03-00	Street Opening Permits:		
	1. Street opening permit	\$295.00	\$360.00
	2. Combo permit	\$295.00	\$360.00
	3. Sidewalk opening permit	\$206.50	\$252.00
	4. Esplanade/other permit	\$147.50	\$180.00
247-3100-321-06-00	Permanent Pavement Restoration	\$ 45.00	\$ 55.00

Portland, Maine



Yes. Life's good here.

To: Jon Jennings, City Manager

From: Bob Leeman, Acting Director, Department of Public Works

Date: April 8, 2016

Subject: Administrative Fee Increases – Street Openings

A fee increase in street opening permits of \$65.00 per permit is being proposed. This fee includes \$50.00 to cover a new cost to us from On Target for Dig Safe. This will significantly improve our own staff efficiency by not having to pull someone off of a work site to go to a dig site to perform unplanned "locates". The remaining \$15.00 in permit fee increase is to cover increasing costs of this self-funded program. Permit fee revenue is expected to increase (net of digsafes expense) approx. \$30,000. Other permit fees (ie: sidewalk) have also increase proportionally.

A pavement restoration fee increased from \$45 sy to \$55 sy is proposed to cover projected three year costs associated with such. Current trench repair contract with Coastal Roadway is \$48sy.

DEPARTMENT OF PARKS, REC. & FACILITIES MANAGEMENT
Ice Arena
FY '17 REVENUE FEE SCHEDULE CHANGE

Account #	Revenue Description	FY16 Current Fee	FY17 Proposed Fee
Services			
100-3307-346-20-00	Skate Sharpening - Hockey Skates	\$5.00	\$6.00
100-3307-346-20-00	Skate Sharpening - Figure Skates	\$6.00	\$7.00
100-3307-346-20-00	Skate Sharpening - Radius	\$15.00	\$20.00
100-3307-346-20-00	Skate Sharpening - Flat Bottom	NA	\$10.00
100-3307-346-20-00	Skate Sharpening - Custom Sharpening	NA	\$12.00
100-3307-346-20-00	Skate Rentals - All Users	\$2.00	\$2.00
Ice Rentals			
100-3307-346-50-00	Public Skating, per Session - Adults	\$5.00	\$5.00
100-3307-346-50-00	Public Skating, per Session - Youth & Seniors	\$3.00	\$3.00
100-3307-346-50-00	Hourly Ice Rental - Resident	\$210.00	\$210.00
100-3307-346-50-00	Hourly Ice Rental - Non Resident	\$225.00	\$225.00
100-3307-346-50-00	Hourly Ice Rental - 9:00 pm - 6:00 am - All Users	\$205.00	\$205.00
100-3307-346-50-00	Hourly Ice Rental - Portland Public Schools	\$180.00	\$180.00
100-3307-346-50-00	Hourly Ice Rental - Cheverus High School	\$185.00	\$185.00
100-3307-346-50-00	Hourly Ice Rental - Non-Resident Schools	\$190.00	\$190.00
ISIA Group Skating Lessons - 9 week sessions			
100-3307-346-50-00	- Tots (4 & 5 years)-Resident	\$68.00	\$68.00
100-3307-346-50-00	- Tots (4 & 5 years) Non-Resident	\$78.00	\$78.00
100-3307-346-50-00	- Pre-Alpha through Gamma-Resident	\$95.00	\$95.00
100-3307-346-50-00	- Pre-Alpha through Gamma-Non-Resident	\$105.00	\$105.00
100-3307-346-50-00	- Delta & Freestyle-Resident	\$105.00	\$105.00
100-3307-346-50-00	- Delta & Freestyle-Non-Resident	\$115.00	\$115.00
100-3307-346-50-00	- Open Freestyle Practice-Resident	\$77.00	\$77.00
100-3307-346-50-00	- Open Freestyle Practice-Non-Resident	\$87.00	\$87.00
Figure Skating Lessons - per session			
100-3307-346-50-00	- Pre-Registered	\$11.00	\$11.00
100-3307-346-50-00	- Walk-on	\$12.00	\$12.00

DEPARTMENT OF PARKS, REC. & FACILITIES MANAGEMENT

Recreation Division

FY '17 REVENUE FEE SCHEDULE CHANGE

Account #	Revenue Description	FY16 Proposed Fee	FY17 Proposed Fee
Camp Fees			
100-3314-347-10-00	Camp Play All Day (K - 1st grade), per week	\$162.50	\$162.50
100-3314-347-10-00	Camp Play All Day (K - 1st grade), all summer	\$1,000.00	\$1,000.00
100-3314-347-10-00	Camp Xperience (2nd & 4th grade), per week	\$175.00	\$175.00
100-3314-347-10-00	Camp Xperience (2nd & 4th grade), all summer	\$1,100.00	\$1,100.00
100-3314-347-10-00	Camp Xtreme (5th grade - 7th grade), per week	\$200.00	\$200.00
100-3314-347-10-00	Camp Xtreme (5th grade - 7th grade), all summer	\$1,300.00	\$1,300.00
Before and After The Bell Program Fees*			
100-3314-347-20-00	Before and After the Bell Combination	\$94.00	\$94.00
100-3314-347-20-00	After School Program, per week	\$69.00	\$69.00
100-3314-347-20-00	Before School Program, per week	\$25.00	\$25.00
100-3314-347-20-00	Registration - One Time fee	\$25.00	\$25.00
Community Center Fees			
Community Center Gyms (for profit):			
100-3314-363-00-00	East End, Riverton Adult Resident per Hour	\$77.00	\$80.00
100-3314-363-00-00	East End, Riverton Adult Non Resident per Hour	\$82.00	\$85.00
100-3314-363-00-00	East End, Riverton Adult additional hourly (Res & Non)	\$30.00	n/a
100-3314-363-00-00	East End, Riverton Youth Hourly	\$17.00	\$25.00
100-3314-363-00-00	Reiche Adult Resident per Hour	\$52.00	\$60.00
100-3314-363-00-00	Reiche Adult Non-Resident per Hour	\$57.00	\$85.00
100-3314-363-00-00	Reiche Adult additional hourly (Res & Non)	\$20.00	n/a
100-3314-363-00-00	Reiche Youth Hourly	\$12.00	\$12.00
Community Center Gyms (non Profit):			
100-3314-363-00-00	East End, Riverton Portland Non-profit per hour	\$32.00	\$40.00
100-3314-363-00-00	East End, Riverton Non Portland per hour	\$37.00	\$45.00
100-3314-363-00-00	East End, Riverton additional hourly (Portland and Non Portland)	\$20.00	n/a
100-3314-363-00-00	Reiche Portland non-profit 1st hour	\$27.00	\$30.00
100-3314-363-00-00	Reiche Non Portland non profit 1st hour	\$32.00	\$35.00
100-3314-363-00-00	Reiche additional hourly (Portland and Non Portland)	\$15.00	n/a
Community Center Room Rental:			
100-3314-363-00-00	Large Recreation Community Center Room hourly	\$32.00	\$40.00
100-3314-363-00-00	Small Recreation Community Center Room hourly	\$17.00	\$25.00
100-3314-363-00-00	Recreational Staff fees if needed hourly rate	\$22.00	\$25.00
100-3314-363-00-00	School Custodial fees if needed hourly rate three hour minimum	\$27.00	\$81.00

* Program Title Change: Previously Titled "Before & After School Program"

Memo

To: Jon Jennings, City Manager
Anita Lachance, Deputy City Manager
From: Joanna Coey, Principal Financial Officer
CC: Jennifer Lodge, Budget Analyst
Sally Deluca, Director of Recreation & Facilities Management
Date: April 06, 2016
Re: Parks, Recreation Facilities's Fee Increases for FY '17

Recreation:

We are recommending minor increases in Community Center Rentals to reflect cost of living increases, and are no longer offering "discounts" for additional hours of use..

We have also changed the name of our before/after school program to Before and after the Bell.

Troubh Ice Arena:

The only increase at this time is in Skate Sharpening to keep us within the current market rates.

*Order 244-15/16
Tab 17 5-2-16*

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 CITY MANAGER TO ENTER INTO CERTAIN
AGREEMENTS TO IMPLEMENT THE FISCAL YEAR 2017 HUMAN RESOURCES
AND CERTAIN FRINGE BENEFITS BUDGETS**

ORDERED, that the City Manager is authorized to enter into standard agreements and amendments to standard agreements with providers of services for Fiscal Year 2017 as needed in order to implement the Human Resources, Medical, Worker's Compensation and Liability budgets.



Human Resources Department
Gina M. Tapp, SPHR
Director

Memorandum

TO: Jon P. Jennings, City Manager

FROM: Gina Tapp, Director of Human Resources

DATE: April 15, 2016

RE: FY17 Budget Order Re: Implementing Human Resources and Fringe Benefit Budgets

Please have the attached Council Order accompany the FY17 budget. This item should be given a first reading on May 2, 2016 and postponed to the May 16, 2016 meeting along with other budget related items.

STATEMENT OF FACT:

ORDER AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN AGREEMENTS TO IMPLEMENT THE HUMAN RESOURCES AND CERTAIN FRINGE BENEFIT BUDGETS.

Each year the City of Portland enters into agreements to provide services contained in budgets tied to departmental programs.

Human Resources contracts for professional training services, physical fitness testing and services for the Civil Service Commission (written examinations, job suitability assessments and medical examinations).

The Medical budget contains contracted services for claims and wellness program administration.

The Worker's Compensation budget contains contracted services for claims administration and drug and alcohol testing.

This order will authorize the City Manager to enter into such agreements.

cc: Danielle West-Chuhta, Corporate Counsel
Jennifer Lodge, Budget Analyst

*Order 245-15/16
Tab 18 5-2-16*

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 RE: FISCAL YEAR 2017 SELF-INSURED LIABILITY PROGRAM

ORDERED, that pursuant to Article VII, Sec. 15 of the Portland City Charter there is hereby established a Cumulative Reserve Fund for the purpose of enabling the City to pay losses under its self-insurance program or incurred under any deductible insurance policies, which fund shall continue from year to year and shall not lapse as provided in Article VII, Sec. 7 of the Charter; and

BE IT FURTHER ORDERED, that pursuant to 14 M.R.S. Sec. 8116, the City Council of the City of Portland hereby states that the City of Portland has self-insured (to the extent set forth herein) against the obligations and liabilities imposed by the Maine Tort Claims Act (hereinafter the "Act"):

1. The Council has, and may from time to time, set aside funds in an account identified as "Liability" to be added to funds previously appropriated and held in reserve, all of which funds have been designed to enable the City to meet the obligations imposed by the Act; and to implement its self-insurance program, including but not limited to, the costs of administration of the program, investigation of claims, and of defense of claims against the City, its officers and employees;
2. The limit of liability assumed by the City is the \$400,000 required by the Act, as it may be amended from time to time, notwithstanding the fact that its appropriation or reserve may exceed the statutory limit of liability;
3. The scope of coverage is limited to those areas for which governmental immunity has been expressly waived by 14 M.R.S.A. Sec. 8104-A, as limited by 14 M.R.S.A. Sec. 8104-B, and 14 M.R.S.A. Sec. 8111. Liability coverage shall not be deemed a waiver of any immunities or limitation of damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, or common law; and
4. The fund shall be administered by the City Manager and Corporation Counsel who shall settle all claims and pay all judgments for which the City may be legally liable under the Act or under the law of any jurisdiction to which the City, its officers or employees may be subject.

CITY OF PORTLAND, MAINE

Memorandum

TO: Jon P. Jennings, City Manager

FROM: Danielle West-Chuhta, Corporate Counsel 

DATE: April 13, 2016

RE: RESOLUTION RE: SELF-INSURED LIABILITY PROGRAM

STATEMENT OF FACT:

This item is requested upon the recommendation of the Office of the Corporation Counsel. The intent is to clearly indicate that the City's limit of liability is that imposed by the Maine Tort Claims Act, notwithstanding the fact that the annual appropriation or the cumulative reserve may exceed \$400,000. This item should be given a first reading on May 2, 2016 and then postponed to the May 16, 2016 meeting along with other budget related items.

cc: Nancy English, Paralegal
Jennifer Lodge, Budget Analyst

*Order 246-15/16
Feb 19 5-2-16*

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 DIRECTOR OF PARKS,
RECREATION AND FACILITIES MANAGEMENT TO SET FEES AND ENTER
RENTAL AGREEMENTS FOR CITY FACILITIES**

ORDERED, that the Director of Parks, Recreation and Facilities Management or his or her designee is hereby authorized to set fees and enter rental agreements for City facilities.

MEMORANDUM
City Council Agenda Item

TO: Mayor & Members of the City Council

FROM: Anita LaChance, Deputy City Manager

DATE: April 15, 2016

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

SUBJECT: Order Authorizing the Director of Parks, Recreation and Facilities Management to Set Fees and Enter into Rental Agreements for City Facilities

Staff has historically set fees and signed rental agreements for City facilities such as Merrill Auditorium, the Portland Exposition Building and Ocean Gateway. These facilities host 100s of events on an annual basis and while many events are similar in nature, all are also somewhat unique and require different staffing levels and services, and are therefore priced accordingly. The City's legal department has created a standard rental agreement. Any changes to the terms of standard agreement, other than pricing are reviewed by legal prior to being changed. This order would authorize the Director or her/his designee to continue to sign such agreements and reaffirm this long-standing practice.

Also these venues and others, for such as the Riverside Golf Course, Riverside Grill and Troubh Ice Arena are run in a business-like manner and need the flexibility to be able to offer specials and adjust pricing based on market conditions. This order will further reaffirm the practice of these fees being set administratively.

Order 247-15/16
Tab 20 5-2-16

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 CITY MANAGER
TO ENTER INTO CERTAIN AGREEMENTS TO IMPLEMENT
FISCAL YEAR 2017 HEALTH & HUMAN SERVICES BUDGET**

ORDERED, that the City Manager or his or her designee be and hereby is authorized to enter into:

1. Standard agreements and amendments to standard agreements with other governmental agencies for Fiscal Year 2017 to implement the Health & Human Services operating budget; and
2. Agreements with providers of services and lessors of property to provide services for Health and Human Services programs.

City of Portland, Maine

Memorandum

To: Jon P. Jennings, Acting City Manager
From: Brendan O'Connell, Finance Director *BTO Burn T O'Connell*
Date: 04/13/16
Re: FY17 Budget Council Order – HHS Agreements

Each year the City of Portland enters into agreements and amendments to those agreements, to receive reimbursement for services provided by the Health and Human Services department.

In addition, the City enters into agreements with service providers and landlords to provide services for department programs.

I have asked Corporation Counsel to prepare the necessary order for inclusion on the May 2nd agenda.

*Order 248-15/16
Feb 21 52-16*

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 CITY MANAGER TO
ACCEPT SCHOLARSHIP TRUST DONATIONS AND ENTER INTO TRUST
AGREEMENTS**

ORDERED, that the City Manager is authorized to accept donations for existing and new scholarship trusts in Fiscal Year 2017; and

BE IT FURTHER ORDERED, that the City Manager is authorized to enter into standard form trust agreements as approved by the Corporation Counsel.

Order 249-15/16
Tab 22 5-2-16

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 CORPORATION COUNSEL
TO UNDERTAKE CIVIL ACTIONS TO COLLECT
DELINQUENT PERSONAL PROPERTY TAXES**

ORDERED, that the Corporation Counsel, through the use of City Attorneys or Contractors, is hereby authorized to institute legal proceedings on behalf of the City to collect delinquent personal property taxes against debtors who have failed to pay the taxes when due.

City of Portland

Memo

To: Jon P. Jennings, City Manager

From: Brendan O'Connell, Finance Director

BTO But only

Date: April 13, 2016

Re: Agenda Item Request – Authorizing Collection Actions

Please place the attached order on the City Council agenda for first reading and public hearing on May 2nd and second reading and passage on May 16, 2016. I am recommending we present this to the City Council for action as it is related to the financial business of the upcoming fiscal year. We have passed this order annually with the budget approved since fiscal year 2003.

This order arises out of the staff proposal to maintain of our efficient personal property tax collections. Many times during the fiscal year our personal property tax standard billing and collection procedures prove to be inadequate, and we need to seek legal assistance from the Corporation Counsel's Office. This could involve a company refusal to pay, a bankruptcy declaration or title dispute or other similar matter that requires legal action.

Corporation Counsel advises that the City Council needs to grant specific authority to file legal actions in these kinds of tax cases. Many times we need to act quickly to ask for legal assistance when information comes to our attention, in order to protect the City's interest. We also want to avoid administrative delays by seeking this general authority from the City Council to collect delinquent personal property taxes when necessary. Delegating this authority greatly enhances our personal property collection efforts.

I have asked Corporation Counsel to prepare the necessary order for inclusion on the May 2nd agenda.

*Order 250-15/16
Tab 23 5-2-16*

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 NON-UNION WAGE ADJUSTMENT

ORDERED, that a two percent (2%) wage increase effective July 3, 2016 is hereby approved for non-union employees and the non-union pay plan adjusted accordingly.



Human Resources Department
Gina M. Tapp, SPHR
Director

MEMORANDUM

TO: Jon P. Jennings, City Manager

FROM: Gina Tapp, Director of Human Resources

DATE: April 15, 2016

RE: FY17 Budget Order Re: Implementing Non-Union Wage Adjustment

Please have the attached Council Order accompany the FY17 budget. This item should be given a first reading on May 2, 2016 and a second reading on the May 16, 2016 meeting along with other budget related items.

ORDER APPROVING SALARY INCREASE FOR NON-UNION PERSONNEL

This Order authorizes the City Manager to make a 2% pay adjustment for all non-union employees effective July 3, 2016.

Each year, budgets permitting, the City of Portland increases the wages and salaries of non-union employees by an amount generally comparable to the amount given to employees covered by collective bargaining agreements.

This order will authorize the City Manager to increase the wages and salaries of non-union employees accordingly.

cc: Danielle West-Chuhta, Corporate Counsel
Jennifer Lodge, Budget Analyst

*Order 251-15/16
Tab 24 5-2-16*

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

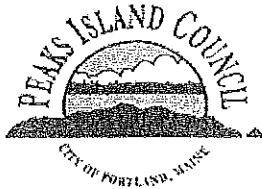
**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DESIGNATING FISCAL YEAR 2017 FUNDS FOR
SPECIFIC ISLAND SERVICES**

ORDERED, that \$40,000 from the Fiscal Year 2017 municipal budget is hereby designated to pay for the Peaks Island services specified in list attached hereto.

Item A:	Transfer monies to the Portland School Department to cover the cost of extending Portland School Department issued 10-month Casco Bay Lines passes for the Peaks Island public middle and high school students to 12-month passes.	\$4,300
Item B:	Expend monies from the Parking and Transportation Fund payable to Casco Bay Lines for Island resident college students: for up to 3 monthly stickers per student @ \$82.45/sticker, not to exceed \$750.	\$750
Item C:	Issue vouchers in the amount of \$84 per voucher per student to the parents of children attending private schools off-island.	\$450
Item D:	Expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase tickets for needs-based Peaks Island Residents. To receive Needs-Based Tickets, recipients must fit defined criteria developed by the Peaks Island Council.	\$5,000
Item E:	Expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase bicycle tickets for a summer bike ticket program on Peaks Island.	\$500
Item F:	Expend monies from the Parking and Transportation Fund payable to The Loretta Voyer Fund, to be used to help provide transportation for members in the community with cancer and other life-limiting diseases.	\$1,000
Item G:	ITS: a.k.a., Island "Taxi": Provide an allocation to the Island Transportation System for continued support of the only transportation service available to residents.	\$16,000
Item H:	Provide an allocation to Peaks Island Tax & Energy Assistance (PITEA) for the express purposes of assisting eligible island residents with heating costs.	\$3,150
Item I:	Provide an allocation to the Peaks Island Food Pantry for the express purposes of assisting eligible island residents with basic food needs. The Food Pantry is associated with the Brackett Memorial Church, and Brackett Memorial Church will be the actual recipient of funds designated to the Food Pantry.	\$1,150
Item J:	Provide an allocation to the City of Portland Recreation Division as a contribution towards the establishment of a Skateboard Park on Peaks Island.	\$1,000
Item K:	Provide an allocation to the Peaks Island Environmental Team (PEAT) for the purposes of printing existing two different visitor-education brochures: One pertaining to general environmental awareness, and one specifically addressing Invasive Plants on Peaks Island and efforts towards their eradication.	\$400
Item L:	Provide an allocation to the Peaks Island Council for the express purposes of designing & producing visitor-education signage for display at the mainland Casco Baylines Ferry Terminal.	\$300
Item M:	Provide an allocation to Peaks Island Council Communication Committee for the research and development of an Island Website, to include an interactive calendar of community events, links to Island organizations and businesses, and historical info.	\$2,000
Item N:	Provide an allocation to the Peaks Island Council for Administrative Expenses.	\$4,000



Prepared by Lisa Penolver, PIC Chair- Feb 25, 2016.

Motion: The Peaks Island Council requests the Portland City Council to allocate the following funds to the PIC FY 17 Parking and Transportation Fund in the amount of \$40,000 in accordance with the following items:

Item A: The Peaks Island Council requests the City Manager or his designee to transfer to the Portland School Department \$4,300 to cover the cost of extending Portland School Department issued 10-month Casco Bay Lines passes for Peaks Island public middle and high schools students to 12-month passes. (3rd year)

Jon Jennings, Portland City Manager

Date

Item B: The Peaks Island Council requests the City Manager or his designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines for Island resident college students: for up to 3 monthly stickers per student @ \$82.45/sticker, not to exceed \$750. For the purposes of PIC transportation support, a college student shall be defined as a full-time Island resident carrying a full-time course load at a Portland-area institution of higher education. (2nd year)

Jon Jennings, Portland City Manager

Date

Item C: The Peaks Island Council requests the City Manager or his designee to issue vouchers in the amount of \$84 per voucher per student to the parents of children attending private schools off-island. Criteria for determination of residency will be directed through the Island/Neighborhood Administrator's Office. Total cost allocated is \$450. (3rd year)

Jon Jennings, Portland City Manager

Date

Prepared by Lisa Penolver, PIC Chair- Feb 25, 2016.

Item D: The Peaks Island Council requests the City Manager or his designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase tickets for needs-based Peaks Island residents. To receive Needs-Based tickets, recipients must fit defined criteria developed by the Peaks Island Council; this is a continuation of the program funded in FY 14 and FY 15. The total is not to exceed \$5,000. (3rd year)

Jon Jennings, Portland City Manager

Date

Item E: The Peaks Island Council requests the City Manager or his designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase bicycle tickets for a summer bike ticket program on Peaks Island. This program was approved last year and was very successful. The total is not to exceed \$500. (3rd year)

Jon Jennings, Portland City Manager

Date

Item F: The Peaks Island Council requests the City Manager or his designee to expend monies from the Parking and Transportation Fund payable to The Loretta Voyer Fund, to be used to help provide transportation for members in the community with cancer and other life-limiting diseases. Starting in 2000, this program has been providing car ferry tickets plus 1 passenger ticket per treatment trip, as needed. If a car/driver is needed, Board members find a volunteer to help, with the goal of providing a quiet and less-taxing boat ride during this stressful time. The total is not to exceed \$1,000. (New category)

Jon Jennings, Portland City Manager

Date

Item G: ITS: a.k.a., Island "Taxi" The Peaks Island Council requests the City Manager of his designee to provide an allocation of \$16,000 to the Island Transportation System for continued support of the only transportation service available to residents. (3rd year)

Jon Jennings, Portland City Manager

Date

Prepared by Lisa Penolver, PIC Chair- Feb 25, 2016.

Item H: The Peaks Island Council requests the City Manager or his designee to provide an allocation of \$3,150 to Peaks Island Tax & Energy Assistance (PITEA) for the express purposes of assisting eligible island residents with heating costs. Applications for eligibility approved by Peaks Island Clergy, and monies are paid by PITEA directly to the fuel company. (3rd year)

Jon Jennings, Portland City Manager

Date

Item I: The Peaks Island Council requests the City Manager or his designee to provide an allocation of \$1,150 to the Peaks Island Food Pantry for the express purposes of assisting eligible island residents with basic food needs. The Food Pantry is associated with the Brackett Memorial Church, and Brackett Memorial Church will be the actual recipient of funds designated to the Food Pantry. (3rd year)

Jon Jennings, Portland City Manager

Date

Item J: The Peaks Island Council requests the City Manager or his designee to provide an allocation of \$1,000 to the City of Portland Recreation Division as a contribution towards the establishment of a Skateboard Park on Peaks Island. (3rd year)

Jon Jennings, Portland City Manager

Date

Item K: The Peaks Island Council requests the City Manager or his designee to provide an allocation of \$400 to the Peaks Island Environmental Team (PEAT) for the purposes of printing existing two different visitor-education brochures: One pertaining to general environmental awareness, and one specifically addressing Invasive Plants on Peaks Island and efforts towards their eradication. (New category)

Jon Jennings, Portland City Manager

Date

Prepared by Lisa Penalver, PIC Chair- Feb 25, 2016.

Item L: The Peaks Island Council requests the City Manager of his designee to provide an allocation of \$300 to the Peaks Island Council for the express purposes of designing & producing visitor-education signage for display at the mainland Casco Baylines Ferry Terminal. (Topics to be covered would include street etiquette, low island speed limits, care of sensitive shoreline ecosystems, and the need for family-friendly behavior while in an existing year-round residential community). *(New category)*

Jon Jennings, Portland City Manager

Date

Item M: The Peaks Island Council requests the City Manager of his designee to provide an allocation of \$2,000 to Peaks Island Council Communication Committee for the research and development of an Island Website, to include an interactive calendar of community events, links to Island organizations and businesses, and historical info. *(New category)*

Jon Jennings, Portland City Manager

Date

Item N: The Peaks Island Council requests the City Manager of his designee to provide an allocation of \$4,000 to the Peaks Island Council for Administrative Expenses. *(All previous years.)*

Jon Jennings, Portland City Manager

Date

Peaks Island Council
March 1, 2016

*Order 252 - 15/16
Feb 25 5-2-16*

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 FOR FISCAL YEAR 2017 APPROPRIATING
\$280,000 FROM EXCESS FUND**

ORDERED, that the City Council hereby authorizes and appropriates \$280,000 from the Casco Bay Island Transit District Excess Fund pursuant to the lease agreement between the City of Portland and the Casco Bay Island Transit District, of which \$230,000 is hereby appropriated to provide a local matching fund for Phase 2 of the Casco Bay Island Transit District's ferry terminal renovation and \$50,000 is hereby appropriated to fund mass transportation needs of the City.

MEMORANDUM
City Council Agenda Item

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

FROM: Finance

DATE: 4/27/16

SUBJECT: Appropriating \$280,000 from Excess Fund for Public Transportation - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

SPONSOR: Jon Jennings

(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 5/2 Final Action 5/16

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

Action is required by 5/16 to keep the budget on schedule

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

I. ONE SENTENCE SUMMARY

This request authorizes funding out of the Casco Bay Garage Excess Fund in accordance with the existing lease.

II. AGENDA DESCRIPTION

Appropriating \$280,000 from the Casco Bay Island Transit District (CBITD) Excess Fund. Pursuant to the lease agreement between the City and CBITD, the Excess Fund, as defined in the agreement, is accumulated and held until such time as the Council may appropriate amounts for purposes outlined in the agreement. CBITD has requested \$230,000, to be used in providing a local match, for Phase 2 of the Casco Bay Island Transit District's (CBITD) ferry terminal renovations. This is permissible under the agreement as CBITD has first priority to request usage of available funds for their capital costs associated with public transportation in the City. An additional \$50,000 from the Excess Fund shall be used to fund mass transportation needs of the City. This is permissible under the agreement as second priority for Excess Fund usage is for all other mass transportation needs and is not limited to capital expenditures.

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

III. BACKGROUND

Devisions as to the distribution and disbursement of Excess Funds shall be made annually as part of the City's budget process and the burden is on Casco Bay Island Transit District to justify its need for funds in excess of the Maintenance Fund which shall continue to be available solely for their use.

Excess funds are available on a priority basis: First to Casco Bay Island Transit District for capital costs associated with its public transportation operations in Casco Bay; and then to be disbursed by the City to all other mass transportation needs and not limited to capital expenditures.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

To satisfy the financial request from Casco Bay Island Transit District and meet mass transportation needs of the City in accordance with the lease. This includes both ferry and bus operations funding for FY17.

V. FINANCIAL IMPACT

Transportation needs funded as intended in the lease and financial appropriations set in the annual budget as required.

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

None

VII. RECOMMENDATION

Move passage

VIII. LIST ATTACHMENTS

Request email from Casco Bay Lines

CBITD request for Casco Bay Ferry Garage Excess Funds 2016

To: Finance Staff

From: Hank Berg, General Manager of Casco Bay Lines

Hi,

This is a request for the City of Portland to consider, during the 2016 annual budgeting process, providing CBITD \$230,000 from the Casco Bay Parking Garage Excess fund to be used as a portion of the local match funding for Phase 2 of the Casco Bay Island Transit District's (CBITD) ferry terminal renovations.

CBITD developed a terminal master plan with Scott Simons Architects in mid 2012. At that time there was not enough funding to complete the whole project so it was split into two phases. Phase 1 of the terminal renovations has been completed with a primary focus on the passenger waiting area and the exterior part of the marine infrastructure with over \$3,500,000 invested in improvements in the City owned facility.

Phase 2 will primarily be focused on site improvements but will also complete the repair/replacement of the marine infrastructure and complete the building renovation.

The Federal Transit Administration (FTA) will provide 80% of the funding, approximately \$5,000,000, the MaineDOT will provide \$320,000 for a portion of the local share and an earlier distribution of \$320,000 from the Casco Bay Parking Garage Excess fund will also be applied for a portion of the local share.

This capital improvement project is included in the approved CBITD Long Range Capital Improvement Plan and the Portland Area Comprehensive Transportation (PACTS) Transit Six Year Capital Plan.

As you know CBITD provides essential public transportation services to the Casco Bay Islands and serves over 1,000,000 passengers annually but unlike Metro, CBITD receives no subsidization from Portland with the exception of the Casco Bay Garage Maintenance and Excess funds, when available. Any assistance in the local match of CBITD's capital grants is greatly appreciated and would help CBITD continue to provide its existing services that the islanders rely on.

Please do not hesitate to let me know if you have any questions or if you need more information.

-- Hank

Hank Berg
General Manager
Casco Bay Lines
p: 207-774-7871 x103
f: 207-774-7875
e: hankb@cascobaylines.com

Order 253-15/16
Tab 26 5-2-16

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)

**AMENDMENT TO PORTLAND CITY CODE
Re: VARIOUS FEE INCREASES FOR FISCAL YEAR 2017**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. That Section 10-18 is hereby amended to read as follows:

Sec. 1018. Amendments.

The Fire Prevention Code adopted by section 1016 is amended, modified and deleted in the following respects:

(a) Section 1.10 (Board of Appeals); delete.

...

(c) Section 1.12.7 is amended to read as follows:

...

Permit	Fire Prevention Code Section	Permit Fee
Application for Flammable Finishes	1.12.7	\$166.00 (D)
Bulk Waste Storage	1.12.7	\$166.00 (D)
Certificate of Fitness for Fire Alarm Service and Installation Company	1.12.7	\$250.00 each
Cutting and Welding (Permanent Facilities)	1.12.7	\$62.00 (D)

Dry Cleaning Plants	1.12.7	\$62.00 (D)
Fire Alarm Inspections Sticker	1.12.7	\$20.00 each
Fireworks Display	1.12.7	\$141.00**
Flammable or combustible liquids, other than motor fuel dispensing	1.12.7	\$166.00* (D)
Hazardous materials	1.12.7	\$62.00 (D)
<u>Tier II Hazardous Materials</u>	<u>1.12.7</u>	<u>\$250.00 (D)</u>
Hot work (Temporary)	1.12.7	\$25.00
Motor Fuel Dispensing and Refueling	1.12.7	\$166.00 (D)
Special Type Dispensing Systems, other than Flammable or Combustible Liquids	1.12.7	\$166.00 (A) (D)
Repair Garages and Service Stations	1.12.7	\$166.00 (D)
Woodworking and Lumber Storage Plants	1.12.7	\$104.00 (D)

(A) License from city clerk required, see: Private and Special Laws of 1917, Chapter 160.

(B) Imposed by state statutes.

(C) Building permit required.

(D) Application and license issued through City Clerk's

office after Fire Department review.

**Equal to fee charged by state

...

2. That Sections 14-54, 14-465, 14-530 and 14-677 are hereby amended to read as follows:

Sec. 1454. Zone change/zone map fees.

(a) One or more of the following fees will be charged by the city for applications for changes of zone according to the following major zoning classifications and pertinent data relating to the specific zone change:

(1) Zoning Map Amendments: ~~\$2,000.00~~ \$3,000.00

(2) Zoning Text Amendments: ~~\$2,000.00~~ \$3,000.00

(3) Combination Zoning Map and Text Amendments:
~~\$3,000.00~~ \$4,000.00

(4) Conditional Rezoning: ~~\$3,000.00~~ \$5,000.00

(5) Applicant shall pay a fee to cover the professional and administrative costs for review and analysis associated with the zoning amendment, including but not limited to planning, legal, engineering or other services. The fee shall be based on the hours of review and processing time and prevailing hourly rate for reimbursement of city costs. The city shall periodically invoice the applicant for such costs incurred by the city, which invoice shall be paid promptly by the applicant.

...

Sec. 14-465. Zoning Determination Fee.

Upon request of any person and payment of a ~~\$150.00-250.00~~ fee, the building authority shall issue a written decision, determination or interpretation regarding the zoning code. The fee shall not apply to any such decision, determination or interpretation made in regard to a single-family residence which is owned and occupied by the person making the request.

...

Sec. 14-530. Development review fees and post approval requirements.

(a) Development Review Fees.

1. Payment of fees and costs: Prior to the issuance of permits of any kind or the release of a signed subdivision plat for recording for any project whose permit fee is governed by this ordinance, all current charges due under this ordinance shall be paid and the developer must otherwise be in compliance with the provisions of the City Code.

...

4. *Site Plan Review Expenses.*

- | | | |
|----|----------------------------------|-----------------------------|
| a. | Level I: Minor Residential | \$300(flat fee) |
| b. | Level I: Site Alteration | \$200 |
| c. | Level II: Site Plan | \$400 |
| d. | Level III: Site Plan | |
| | i. Under 50,000 sf | \$500 <u>750</u> |
| | ii. 50,000-100,000 sf | \$1,000 |
| | iii. 100,000-200,00 sf | \$2,000 |
| | iv. 200,000-300,000 sf | \$3,000 |
| | v. Over 300,000 sf | \$5,000 |
| | vi. Parking lots over 100 spaces | \$1,000 |

...

- i. Fee for Development Review Services
 - i. Planning fee per hour ~~\$40~~50
 - ii. Legal fee per hour \$75
 - iii. Third-party Review Fees assessed by the Third Party Professional

j. State Delegated Review Fees

i. Site Location of Development ~~\$3,000~~3,500,
except for —residential projects which
will be \$200 per lot.

ii. Traffic Movement Permit ~~\$1,000~~1,500

iii. Stormwater Quality Permit \$250

k. Performance Guarantee

1. As required in Section 14-530 (b) (4).

l. Inspection Fees, as required in Section 14-530
(b) (5)

i. Level I: Site Alteration, Level II and Level
III: 2% of the performance guarantee or as
assessed by Planning or Public Works
Engineer at ~~\$45~~50 an hours with minimum
inspection fee of \$300 Level I: Minor
Residential Inspection Fee \$100 (flat
fee).

m. Street vacation \$2,000

...

Sec. 14677. Costs.

Any project may be subject to one or more of the following
fees:

(a) Project Review.

1. Administrative review, ~~\$50.00~~65.00.

2. Historic Preservation board review: ~~\$100.00~~125.00.

3. Historic preservation board review for projects
involving new construction or building additions
exceeding 1000 square feet or comprehensive
rehabilitation or redesign of existing structures:
\$750.00.

...

3. That Section 24-72 is hereby amended to read as follows:

Sec. 2472. Sewer user charges.

(a) *Applicability.* There are levied upon all parcels of land charges for cost of treatment of wastewater and for the operation and maintenance of the wastewater system.

(b) *Billing.* Bills for all charges under this article may be sent to the record owner, or to the person requesting water service. Bills shall be sent to each such owner or person every month, except that persons billed quarterly or seasonally by the Portland Water District for water service may be billed quarterly or seasonally for all charges under this article. All payments shall be credited against the oldest outstanding bill sent to such owner or person. Any payments made to the Portland Water District or its agents, which do not indicate to which account they are to be applied, shall be applied as provided by contract between the city and the Portland Water District.

Bills shall contain an amount for sewer user charges, and if delinquent as provided in section 116 of this Code, shall include charges for interest to be computed in the same manner as provided for real estate taxes.

(c) *Computation.* The user charges shall be computed in accordance with the following schedule, as from time to time amended, which shall be sufficient to meet costs of the eligible purposes for which such charges may be used. ~~For user charges under this section for both dwelling units and commercial units, the rate shall be nine dollars and seventy cents (\$9.70) per hundred cubic feet of volume for connected parcels of land.~~ Beginning From January 1, 2016, user charges under this section for both dwelling units and commercial units shall be eight dollars and twenty cents (\$8.20) per hundred cubic feet of volume for connected parcels of land. Beginning January 1, 2017, user charges under this section for both dwelling units and commercial units shall be nine dollars and thirty-five cents (\$9.35) per hundred cubic feet of volume for connected parcels of land. The user charge for developed but unconnected parcels of land shall be one dollar and seventy-one cents (\$1.71) per hundred cubic feet of volume. Each metered billing unit shall have a minimum charge of at least one hundred (100) cubic feet per month.



To: Members of the City Council
From: Jon Jennings
Date: May 2, 2016
Subject: Stormwater and Sewer Rates for FY2017

The City continues to fund projects related to the DEP mandated Combined Sewer Overflow ("CSO") program through both Tier II and Tier III approved projects. Estimated cost of Tier III CSO projects have increased from \$170M (2011 estimate) to over \$200M (2016 estimate), based on rising costs of construction and other factors. These costs will need to be financed via bondings over the next 15-25 years, paid back via stormwater service charges and sewer user fees. In 2014 the Sustainable Stormwater Funding Task Force presented proposed stormwater service charges and sewer rates for future periods through 2019. My recommendations for the sewer rate are in alignment with the amounts previously presented. However, I am proposing no increase in the stormwater service charge which differs slightly from the Task Force's 2014 recommendation of a FY17 increase of \$0.30.

The stormwater service charge went into effect on January 1, 2016 and its implementation has not been without challenges. We are still working to fully educate the public on the stormwater program and the important reasons for its existence. We are also working to be more effective at our newly adopted function of being in the utility billing business (sewer fee billing is handled by Portland Water District). Notification of property ownership changes, which are received on a lag from the Registry of Deeds, added to an already complex billing process. The addition of more advanced online bill payment functionality, envelopes with the bills, and an additional informational pamphlets will significantly improve the billing experience for customers in FY17. Nonetheless, I did not feel it was appropriate to increase the stormwater service charge at this time. It will remain at \$6.00 for FY17 and this will still generate enough revenue for us to operate the stormwater program effectively. I do expect a fee increase in FY18 based on upcoming increases in CSO abatement work and the related CSO debt service payments.

The Sewer Rate will be increasing to \$9.35 as outlined in the 2014 Task Force presentation. This is an increase of 4.5% from the FY16 average rate and will result in an additional cost to a single family of \$20.64 per year (based on estimated average usage of 4.3 hfc per month).

...

4. That Section 25-133 is hereby amended to read as follows:

Sec. 25133. Excavations during winter.

(a) No person or utility shall be granted a street opening permit or open any paved area from the time of November fifteenth of each year to April fifteenth of the following year unless an emergency or special condition exists and permission is obtained in writing from the city.

(b) Any person or utility wishing to obtain a street opening permit between these aforementioned dates shall first explain fully in writing the emergency situation or special condition existing to the city before a permit application will be considered for approval. If an emergency condition which could endanger life or property exists, excavation work shall not be delayed by this section; however, a written explanation shall be delivered to the city as part of the street opening permit application made in accordance with §25-128. In the rare event that a non-emergency permit is issued between the aforementioned dates for an excavation into a paved area, a moratorium surcharge of ~~five hundred one thousand~~ dollars (~~\$500.00~~1,000.00) will be added to the regular permit fee. This moratorium surcharge may be waived by the director if specific weather conditions exist and paved area restorations are in compliance with normal construction season standards, as described in the rules and regulations.

ETHAN K. STRIMLING (MAYOR)
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**CITY OF PORTLAND
IN THE CITY COUNCIL**

*Order 254-15/16
Tab 27 5-2-16*

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

FISCAL YEAR 2016-2017 APPROPRIATION RESOLVE

RESOLVED, that the sum of **\$236,271,786** is hereby appropriated for Fiscal Year 2017 for General Municipal purposes; and

BE IT FURTHER RESOLVED, that the sum of **\$103,602,884** is hereby appropriated for Fiscal Year 2017 for School purposes; and

BE IT FURTHER RESOLVED, that the Assessor of Taxes of the City of Portland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed therein on the first day of April, 2016 and not exempt from taxation, to the aggregate amount of \$83,952,883 for municipal purposes and **\$80,331,376** for school purposes for a total tax levy of **\$164,284,259** resulting in a tax rate of **\$21.12** per \$1,000 of valuation (a **2.4%** increase) and in accordance with the provisions of the Statutes of Maine; and

BE IT FURTHER RESOLVED, all taxes assessed as above and committed to the Director of Finance shall be due on September 9, 2016, and payable in two equal installments, the first due on the 9th day of September, 2016, and the second installment due on the 10th day of March, 2017. The delinquency rate of interest shall be seven percent (7%) per annum on all payments received after the respective due dates and the abatement rate of interest shall be three percent (3.0%) per annum.