

AGENDA
REGULAR CITY COUNCIL MEETING
OCTOBER 16, 2017

1. City Council Meeting Agenda Only

Documents:

[CITY COUNCIL AGENDA 2017-10-16.PDF](#)

2. City Council Meeting Agenda And Packet

Documents:

[CITY COUNCIL AGENDA AND PACKET 2017-10-16.PDF](#)

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

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

AGENDA
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The Portland City Council will hold a regular City Council Meeting at 5:30 p.m. in City Council Chambers, City Hall. The Honorable Councilor David Brenerman will preside in Mayor Strimling's absence.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

SPECIAL MEETING:

Special Meeting of the Corporator of the Portland Development Corporation - Sponsored by Mayor Ethan K. Strimling.

The City Council is the Corporator of the Portland Development Corporation.

A Special Meeting of the Corporator the Portland Development Corporation will be held in City Council Chambers on October 16, 2017, at 5:30 p.m. for Council discussion and vote on the following item:

**Order 76-17/18
(Tab 1)**

Order Approving the Application, Acceptance and Appropriation of a \$200,000 Brownfields Assessment Grant – Sponsored by the Portland Development Corporation, Drew Swenson, President.

A \$200,000 Brownfields Assessment Grant from Environmental Protection Agency would provide the City with funding for a range of Brownfields assessment activities, particularly Phase I and Phase II Environmental Site Assessments (ESAs). Phase I ESAs are conducted to determine whether there is contamination on a property and Phase II ESAs, which are more extensive, determine the location, level, and type of contamination in order to develop a cleanup plan.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

PROCLAMATIONS:

Proc 10-17/18 (Tab 3) Proclamation Honoring Officer Robert Miller as Police Officer of the Month for August – Sponsored by Mayor Ethan K. Strimling.

Proc 11-17/18 (Tab 4) Proclamation Recognizing Fire Prevention Week – Sponsored by Mayor Ethan K. Strimling.

APPOINTMENTS:

Order 77-17/18 (Tab 5) Order Appointing Wardens and Ward Clerks for 2017 – Sponsored by Katherine L. Jones, City Clerk.

This order appoints the following persons as Wardens and Ward Clerks for 2017.

Warden	Ward Clerk	District/Precinct
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Carol Morrisette	Frank Spring	1-2
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Susan Litchman	Donna Katsiaficas	2-2
Elaine Spring	Helen Hoglund	3-1
Dale Kinney	Gail Hannon	3-2
Constance Reagan	Craig Posey	4-1
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Barbara Harvey		5-1
George Smythe	Edmond Szalajeski	5-2

Five affirmative votes are required for passage after public comment.

Order 78-17/18 (Tab 6) Order Appointing Directors of the Portland Widows' Wood Society for the 2017-2018 Term – Sponsored by Jon P. Jennings, City Manager.

The Portland Widows' Wood Society provides assistance to needy Portland residents who are referred to the Society by various charitable organizations and the City of Portland. This order appoints the following persons as Directors to the Portland Widows' Wood Society for the 2017-2018 term:

Henry L. Donovan	15 Clifford Street
Nancy English	40 Park Avenue
Michael J. Francouer	33 Autumn Lane
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Cheryl Hallett, Treasurer	22 Pride Farm Road, Falmouth
Everett Ingalls	45 Eastern Promenade
John C. Knox, President	44 Bramblewood Drive
Thomas M. Pierce	52 Foreside Common Drive, Falmouth

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

Order 79-17/18 (Tab 7) Order Setting Time for Opening the Polls on November 7, 2017 Re: State and Local Election - Sponsored by Katherine J. Jones, City Clerk.

Pursuant to 21-A M.R.S. §621, the hour of poll opening must be set by the municipal officers. This is done for every election. The polls open at 7:00 a.m. and close at 8:00 p.m.

Order 80-17/18 (Tab 8) Order Declaring the Portland Downtown Light Up Your Holidays Festival 2017 – Sponsored by Jon P. Jennings, City Manager.

This order declares Portland Downtown Light Up Your Holidays Festival to be held Fridays, November 24, December 1, 8, 15, 2017; Saturdays, November 25, December 2, 9, 16, 2017; and Sundays, November 26, December 3, 10, 17, 2017; and Thursday, December 7, 2017. Friday, November 24, 2017 is the Monument Square Tree Lighting, Thursday, December 7, 2017 is Merry Madness.

Further details about these events and closures of downtown parks, squares, and streets are included in the agenda backup.

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

LICENSES:

Order 81-17/18 (Tab 9) Order Granting Municipal Officers' Approval of Apple Nine Hospitality Management, Inc. DBA Residence Inn Portland Downtown Waterfront – Sponsored by Michael Russell, Director of Permitting & Inspections.

Application was filed on 9/25/2017. New City and State applications. New Ownership of an existing business.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

RESOLUTIONS:

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Private funding has been behind some of the most notable park improvement projects around the country over the last decades, including in Central Park in New York City.

Elliotsville Plantation, Inc., which was involved in the central Maine land transfer that has been accepted as a national monument by the federal government, is interested in supporting Portland parks through a conservancy formed of its own representatives, city officials, and others.

In the future, this non-profit corporation may consider providing private funding for park improvements, as parks matters come before the conservancy.

Following its action on this resolution, the City Council may consider the creation of a parks conservancy in a structure that the informal group meeting now would bring to a future Council meeting, after being reviewed by a Council standing committee.

Five affirmative votes are required for passage after public comment.

**Resolve 5-17/18
(Tab 11)**

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Freedom for All Americans, a bipartisan organization working to preserve and secure nondiscrimination protection for Lesbian, Gay, Bisexual and Transgender (LGBT) persons in the United States, has asked the City of Portland to sign an amicus brief supporting the finding of the Colorado Civil Rights Commission in Masterpiece Cakeshop v. the Colorado Civil Rights Commission, now before the United State Supreme Court.

The Commission found that Masterpiece Cakeshop, a Lakewood, Colorado cake company, had violated nondiscrimination laws when it refused a cake order from a gay couple for their wedding ceremony. The business appealed that ruling and lost its appeal in the Colorado Court of Appeals.

Attorneys from the Santa Clara County of California and the Los Angeles City Attorney's Office have drafted the brief, which argues that enforcement of anti-discrimination laws is critically important to protecting human rights. Those attorneys also depict the harm for local enforcement that would result from granting the Masterpiece Cakeshop an exemption from nondiscrimination laws. In Portland's case, a Human Rights Ordinance has been on the books and enforced since 1992. If the Cakeshop's argument wins the day, it would appear that any business could decide to ignore nondiscrimination laws on the basis of freedom of speech or freedom of religion.

Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

**Order 15 – 17/18
(Tab 12)**

Order Approving Agreement Between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Brighton-Deering-Falmouth Intersection Roundabout – Sponsored by Jon P. Jennings, City Manager

This agreement will start property negotiations and make progress toward the design of a traffic roundabout at the intersection of Deering and Brighton Avenues and Falmouth Street, as well as the process of obtaining the federal funding participation for the project.

The project design utilizes a combination of University of Southern Maine infrastructure contribution funds and City Capital Improvement Program accounts. The project is anticipated to begin in the 2018 construction season.

On September 18 the City Council postponed Order 15-17/18 to this meeting. A property exchange agreement between the City and the University System must be approved by the Council before or at the same time as the three-party agreement is approved between MaineDOT and PACTS and is on this agenda as Order 83-17/18.

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**Order 63-17/18
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Order Granting Municipal Officers' Approval of Exchange St Club DBA Exchange Club. Application for a Class A Lounge with Entertainment with Dance at 10 Exchange Street – Sponsored by Michael Russell, Permitting and Inspections Director.

Application was filed on 9/11/2017. New City and State applications. Location was formerly a movie theatre.

On October 2 this item was postponed to this meeting.

Public comment has been taken. Five affirmative votes are required for passage.

**Order 69-17/18
(Tab 14)**

Order Accepting a Donation of Vacant Land in the Redlon Area and Placing that Land, City-Owned Land and Land Acquired through Foreclosure of Unpaid Taxes into the Portland Land Bank – Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

On September 19, 2017 the Economic Development Committee met and voted 3-0 to forward this item to the City Council with a recommendation for passage.

In addition, the Land Bank Commission met on September 14, 2017 and unanimously recommended to the City Council that these parcels be placed in the Land Bank.

It has always been a goal of the Land Bank Commission to protect open space in the Redlon area of Portland where green space is a “park desert” (i.e., more than one-half mile to nearest park or trail), identified by 2014 Open Space Vision Plan as a priority area for open space, park, and trail development.

In the Redlon area, there are several tax-acquired vacant land lots, a few City-owned vacant land lots, and a private, donated piece of vacant land that the Land Bank Commission would like to have the City Council place into the Land Bank to protect this open space. It is noted that the land is forested, very wet, with pockets of granite outcroppings and ledge.

Public comment has been taken. Five affirmative votes are required for passage.

**Order 72-17/18
(Tab 15)**

Order Approving Bill of Sale and Customer-Owned Street Lighting Agreement with Central Maine Power Company for Street Lights – Sponsored Councilor Nicholas M. Mavodones, Jr.

A state law enacted in 2013 allows municipalities to purchase the utility owned street lighting equipment in their communities and to replace it with energy efficient LED lighting. Executing such a purchase is a necessary first step to accomplish the City Council’s goal of implementing an LED lighting upgrade project. City staff and partners from TEN Connected Solutions and Bernstein Shur have worked with CMP to develop a customer owned street lighting agreement in conformance with PUC rules that will allow the City to take ownership of the CMP owned lighting equipment within the City limits. This includes the lamps, fixtures, and mast arms that attach the lights to the poles.

The agreement also transfers ownership of CMP owned poles that are used for street lighting purposes only. The value of these assets – the net book value (NBV) – is determined by a formula established by the Public Utilities Commission. The formula assigns a depreciated value to individual lights in the inventory depending on the length of time the light and fixture have been in place.

The NBV of the entire inventory equals the sum of the depreciated value of each light in the inventory. After applying the formula, the cost to purchase the street lighting assets from CMP is approximately \$590,000. Before executing the agreement CMP will run a final depreciation calculation to account for changes since we began negotiations.

Upon execution of the agreement the City will have three years to complete the LED lighting replacement program.

This item must be read on two separate days. It was given a first reading on October 2. Five affirmative votes are required for passage after public comment.

**Order 73-17/18
(Tab 16)**

Order Approving the Agreement with TEN Connected Solutions, Inc. for Conversion of City Street Lights to LED Technology – Sponsored by Councilor Nicholas M. Mavodones, Jr.

Converting the streetlights to LED technology has long been a goal of the City in order to reduce costs, energy consumption, and greenhouse gas emissions. A change in State law in 2013 and subsequent PUC rules now make it possible for municipalities in Maine to purchase the utility owned lighting infrastructure and convert it to LED.

Noting this change, City Council established converting the streetlights to LED as a common goal for the year. After undertaking a competitive selection process, City staff selected TEN Connected Solutions (TCS) to develop and implement a streetlight conversion project to include several complementary smart cities technologies to be conducted in two phases during the current fiscal year and FY18. Implementing these projects will reduce street lighting costs by approximately \$1 million annually, reduce the City's electrical consumption by 2.7 million kWh per year, and improve the quality of the outdoor lighting in the City. The annual savings will exceed the annual cost to finance the project. TCS has guaranteed the annual savings and will reimburse for the amount of any shortfall.

This item must be read on two separate days. It was given a first reading on October 2. Five affirmative votes are required for passage after public comment.

**Order 74-17/18
(Tab 17)**

Order Approving the Lease-Purchase Agreement with Banc of America Public Capital Group Re: Conversion of City Street Lights – Sponsored by Councilor Nicholas M. Mavodones, Jr.

During the past several months, City staff has been developing a project to convert the City's streetlights to LED and to implement several complementary smart cities technologies. The total cost of this project will be \$8.6 million.

The City Council has already appropriated \$600,000 for streetlight conversion as part of the FY 16 and FY 17 CIP budgets which would be used to fund the purchase of the existing streetlights from Central Maine Power Company.

The City Manager recommends breaking the remaining components of the project into two phases and pursuing separate funding in the amount of \$4 million dollars for each of them.

City staff solicited proposals from several financial institutions to fund the first phase of the project and recommends the proposal from Banc of America Public Capital Corp at an interest rate of 2.05% for ten years.

This item must be read on two separate days. It was given a first reading on October 2. Five affirmative votes are required for passage after public comment.

**Order 75-17/18
(Tab 18)**

**Amendment to Portland City Code Chapter 2 Administration Re:
Senior Tax Relief Program – Sponsored by the Finance Committee,
Councilor Nicholas M. Mavodones, Jr., Chair.**

The Finance Committee met on September 21, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The State of Maine Property Tax Fairness Program was enacted in 2013 to address concerns that Mainers were using an increasing amount of their income to pay rent and/or property taxes.

In order to qualify for the State program, adjusted gross income must be between \$33,333 and \$53,000, depending on the size of the household; and property taxes paid in the refund year must be more than 6% of the household income. Rent must be more than 40%. The state only rebates half of what is needed to truly bridge the gap. Almost 900 seniors living in Portland qualify for the State credit.

This program, modeled on programs implemented in a number of surrounding communities, will relieve the other half, in an effort to help ease the burden of rising housing costs for low-income seniors, 62 or older. The program utilizes the State of Maine Property Tax Fairness Credit Program as its foundational eligibility structure. The program will provide up to \$900 in tax or rent relief. The average, for Portland residents, under the State program is \$300.

According to Maine Revenue Service, under the State Program, in 2015, a total of \$270,524 was paid to 889 Portland applicants over the age of 62, for an average of \$304 per recipient. Specifically, \$27,582 in benefits were paid to renters (140 applicants for an average of \$197) and \$242,942 was paid to homeowners (749 applicants averaging \$324 per credit).

In other towns that have a similar program, they do not see 100% usage by those who got the state credit. Assuming 90% usage in Portland, which is very high, the projected cost would be approximately \$250,000. This amount would need to be added to the next fiscal year's budget.

This item must be read on two separate days. It was given a first reading on October 2. The Mayor is unable to attend this meeting and has requested that this item be postponed to the November 6 Council meeting so he will be available for the Council debate and vote on this item.

ORDERS:

**Order 82-17/18
(Tab 19)**

Order Establishing the City Council Rules Committee – Sponsored by Mayor Ethan K. Strimling.

The Mayor is establishing the Rules Committee to review the City Council Rules and determine if any amendments or changes are recommended in time for approval by the Council at the December 4, 2017 Inaugural City Council Meeting. According to Rule 30 of the Portland City Council Rules of Procedures, notice for any potential amendments to the Rules of Procedure must be provided at the preceding meeting. This agenda request, which seeks to establish the committee, and the accompanying communication appointing the committee members for this year and discussing potential amendments to the rules, provides that notice. This order is being requested to pass as an Emergency to allow the committee to meet as soon as Election Day has passed.

Five affirmative votes are required for passage after public comment.

**Order 83-17/18
(Tab 20)**

Order Approving the Land Exchange Agreement between Portland and the University of Maine System Re: Brighton-Deering-Falmouth Intersection Roundabout – Sponsored by Jon P. Jennings, City Manager.

This Agreement approves a land exchange with the University of Maine System for City (USM) and University-owned property.

This agreement along with the Three-Party Agreement with the Maine Department of Transportation (MaineDOT) and the Portland Area Comprehensive Transportation System (PACTS) will allow the Brighton/Deering/Falmouth Roundabout Project to be constructed. The construction is anticipated to begin in the 2018 construction season.

Five affirmative votes are required for passage after public comment.

**Order 84-17/18
(Tab 21)**

Order Approving the Collective Bargaining Agreement with Police Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the City negotiating team recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018 and 4% effective January 6, 2019.

The parties have also agreed to other economic provisions outlined in the term sheet included in the agenda backup.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately one million (\$1,000,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to a Memorandum of Agreement (MOA) to begin discussions on implementing a pilot program regarding body worn cameras with no additional compensation.

The tentative agreement, cost sheet, and pay are included in the agenda backup. A copy of the revised contract will be available for review in the Human Resources Department.

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

**Order 85-17/18
(Tab 22)**

Order Approving the Collective Bargaining Agreement with Police Superior Officers Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

Staff has reached a tentative agreement with the Police Superior Officers Benevolent Association (PSOBA) on a successor contract. The prior collective bargaining agreement expired December 31, 2016.

The PSOBA, which is comprised of 32 Police Lieutenants and Sergeants, has reached a tentative agreement with the City. The Administration is requesting a first reading on October 16, 2017. The tentative agreement is within the guidance received by the City Council on January 18, 2017 and again on May 1, 2017.

The Union has ratified the tentative agreement and the Administration recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018; and 4% effective January 6, 2019.

The parties have also agreed to other economic provisions outlined in the term sheet included in the agenda backup.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately three hundred and thirty eight thousand (\$338,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry and administer Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to Memorandum of Agreement (MOA) regarding body-worn cameras with no additional compensation.

The tentative agreement, cost sheet, and pay are included in the agenda backup. A copy of the revised contract is available for review upon request.

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

COMMUNICATIONS:

**Com 6-17/18
(Tab 23)**

Communication Re: Appointment of Members to the City Council Rules Committee – Sponsored by Mayor Ethan K. Strimling.

Pursuant to Article II, Section 5, Subsection 1 of the City Charter, the Mayor is appointing Councilor Nicholas Mavodones, Councilor Spencer Thibodeau, and Councilor Belinda Ray to the City Council Rules Committee. Mayor Strimling will serve as chair of the committee. These appointments are subject to an override of at least six (6) members of the City Council.

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

AMENDMENTS:

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

ETHAN K. STRIMLING (MAYOR)
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**Order 72-17/18
(Tab 15)**

Order Approving Bill of Sale and Customer-Owned Street Lighting Agreement with Central Maine Power Company for Street Lights – Sponsored Councilor Nicholas M. Mavodones, Jr.

A state law enacted in 2013 allows municipalities to purchase the utility owned street lighting equipment in their communities and to replace it with energy efficient LED lighting. Executing such a purchase is a necessary first step to accomplish the City Council’s goal of implementing an LED lighting upgrade project. City staff and partners from TEN Connected Solutions and Bernstein Shur have worked with CMP to develop a customer owned street lighting agreement in conformance with PUC rules that will allow the City to take ownership of the CMP owned lighting equipment within the City limits. This includes the lamps, fixtures, and mast arms that attach the lights to the poles.

The agreement also transfers ownership of CMP owned poles that are used for street lighting purposes only. The value of these assets – the net book value (NBV) – is determined by a formula established by the Public Utilities Commission. The formula assigns a depreciated value to individual lights in the inventory depending on the length of time the light and fixture have been in place.

The NBV of the entire inventory equals the sum of the depreciated value of each light in the inventory. After applying the formula, the cost to purchase the street lighting assets from CMP is approximately \$590,000. Before executing the agreement CMP will run a final depreciation calculation to account for changes since we began negotiations. Upon execution of the agreement the City will have three years to complete the LED lighting replacement program.

This item must be read on two separate days. It was given a first reading on October 2. Five affirmative votes are required for passage after public comment.

**Order 73-17/18
(Tab 16)**

Order Approving the Agreement with TEN Connected Solutions, Inc. for Conversion of City Street Lights to LED Technology – Sponsored by Councilor Nicholas M. Mavodones, Jr.

Converting the streetlights to LED technology has long been a goal of the City in order to reduce costs, energy consumption, and greenhouse gas emissions. A change in State law in 2013 and subsequent PUC rules now make it possible for municipalities in Maine to purchase the utility owned lighting infrastructure and convert it to LED.

Noting this change, City Council established converting the streetlights to LED as a common goal for the year. After undertaking a competitive selection process, City staff selected TEN Connected Solutions (TCS) to develop and implement a streetlight conversion project to include several complementary smart cities technologies to be conducted in two phases during the current fiscal year and FY18. Implementing these projects will reduce street lighting costs by approximately \$1 million annually, reduce the City's electrical consumption by 2.7 million kWh per year, and improve the quality of the outdoor lighting in the City. The annual savings will exceed the annual cost to finance the project. TCS has guaranteed the annual savings and will reimburse for the amount of any shortfall.

This item must be read on two separate days. It was given a first reading on October 2. Five affirmative votes are required for passage after public comment.

**Order 74-17/18
(Tab 17)**

Order Approving the Lease-Purchase Agreement with Banc of America Public Capital Group Re: Conversion of City Street Lights – Sponsored by Councilor Nicholas M. Mavodones, Jr.

During the past several months, City staff has been developing a project to convert the City's streetlights to LED and to implement several complementary smart cities technologies. The total cost of this project will be \$8.6 million.

The City Council has already appropriated \$600,000 for streetlight conversion as part of the FY 16 and FY 17 CIP budgets which would be used to fund the purchase of the existing streetlights from Central Maine Power Company.

The City Manager recommends breaking the remaining components of the project into two phases and pursuing separate funding in the amount of \$4 million dollars for each of them.

City staff solicited proposals from several financial institutions to fund the first phase of the project and recommends the proposal from Banc of America Public Capital Corp at an interest rate of 2.05% for ten years.

This item must be read on two separate days. It was given a first reading on October 2. Five affirmative votes are required for passage after public comment.

**Order 75-17/18
(Tab 18)**

**Amendment to Portland City Code Chapter 2 Administration Re:
Senior Tax Relief Program – Sponsored by the Finance Committee,
Councilor Nicholas M. Mavodones, Jr., Chair.**

The Finance Committee met on September 21, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The State of Maine Property Tax Fairness Program was enacted in 2013 to address concerns that Mainers were using an increasing amount of their income to pay rent and/or property taxes.

In order to qualify for the State program, adjusted gross income must be between \$33,333 and \$53,000, depending on the size of the household; and property taxes paid in the refund year must be more than 6% of the household income. Rent must be more than 40%. The state only rebates half of what is needed to truly bridge the gap. Almost 900 seniors living in Portland qualify for the State credit.

This program, modeled on programs implemented in a number of surrounding communities, will relieve the other half, in an effort to help ease the burden of rising housing costs for low-income seniors, 62 or older. The program utilizes the State of Maine Property Tax Fairness Credit Program as its foundational eligibility structure. The program will provide up to \$900 in tax or rent relief. The average, for Portland residents, under the State program is \$300.

According to Maine Revenue Service, under the State Program, in 2015, a total of \$270,524 was paid to 889 Portland applicants over the age of 62, for an average of \$304 per recipient. Specifically, \$27,582 in benefits were paid to renters (140 applicants for an average of \$197) and \$242,942 was paid to homeowners (749 applicants averaging \$324 per credit).

In other towns that have a similar program, they do not see 100% usage by those who got the state credit. Assuming 90% usage in Portland, which is very high, the projected cost would be approximately \$250,000. This amount would need to be added to the next fiscal year's budget.

This item must be read on two separate days. It was given a first reading on October 2. The Mayor is unable to attend this meeting and has requested that this item be postponed to the November 6 Council meeting so he will be available for the Council debate and vote on this item.

ORDERS:

**Order 82-17/18
(Tab 19)**

Order Establishing the City Council Rules Committee – Sponsored by Mayor Ethan K. Strimling.

The Mayor is establishing the Rules Committee to review the City Council Rules and determine if any amendments or changes are recommended in time for approval by the Council at the December 4, 2017 Inaugural City Council Meeting. According to Rule 30 of the Portland City Council Rules of Procedures, notice for any potential amendments to the Rules of Procedure must be provided at the preceding meeting. This agenda request, which seeks to establish the committee, and the accompanying communication appointing the committee members for this year and discussing potential amendments to the rules, provides that notice. This order is being requested to pass as an Emergency to allow the committee to meet as soon as Election Day has passed.

Five affirmative votes are required for passage after public comment.

**Order 83-17/18
(Tab 20)**

Order Approving the Land Exchange Agreement between Portland and the University of Maine System Re: Brighton-Deering-Falmouth Intersection Roundabout – Sponsored by Jon P. Jennings, City Manager.

This Agreement approves a land exchange with the University of Maine System for City (USM) and University-owned property.

This agreement along with the Three-Party Agreement with the Maine Department of Transportation (MaineDOT) and the Portland Area Comprehensive Transportation System (PACTS) will allow the Brighton/Deering/Falmouth Roundabout Project to be constructed. The construction is anticipated to begin in the 2018 construction season.

Five affirmative votes are required for passage after public comment.

**Order 84-17/18
(Tab 21)**

Order Approving the Collective Bargaining Agreement with Police Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the City negotiating team recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018 and 4% effective January 6, 2019.

The parties have also agreed to other economic provisions outlined in the term sheet included in the agenda backup.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately one million (\$1,000,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to a Memorandum of Agreement (MOA) to begin discussions on implementing a pilot program regarding body worn cameras with no additional compensation.

The tentative agreement, cost sheet, and pay are included in the agenda backup. A copy of the revised contract will be available for review in the Human Resources Department.

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

**Order 85-17/18
(Tab 22)**

Order Approving the Collective Bargaining Agreement with Police Superior Officers Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

Staff has reached a tentative agreement with the Police Superior Officers Benevolent Association (PSOBA) on a successor contract. The prior collective bargaining agreement expired December 31, 2016.

The PSOBA, which is comprised of 32 Police Lieutenants and Sergeants, has reached a tentative agreement with the City. The Administration is requesting a first reading on October 16, 2017. The tentative agreement is within the guidance received by the City Council on January 18, 2017 and again on May 1, 2017.

The Union has ratified the tentative agreement and the Administration recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018; and 4% effective January 6, 2019.

The parties have also agreed to other economic provisions outlined in the term sheet included in the agenda backup.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately three hundred and thirty eight thousand (\$338,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry and administer Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to Memorandum of Agreement (MOA) regarding body-worn cameras with no additional compensation.

The tentative agreement, cost sheet, and pay are included in the agenda backup. A copy of the revised contract is available for review upon request.

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

COMMUNICATIONS:

**Com 6-17/18
(Tab 23)**

Communication Re: Appointment of Members to the City Council Rules Committee – Sponsored by Mayor Ethan K. Strimling.

Pursuant to Article II, Section 5, Subsection I of the City Charter, the Mayor is appointing Councilor Nicholas Mavodones, Councilor Spencer Thibodeau, and Councilor Belinda Ray to the City Council Rules Committee. Mayor Strimling will serve as chair of the committee. These appointments are subject to an override of at least six (6) members of the City Council.

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

AMENDMENTS:

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

*Order 76-17/18
Tab 1 10-16-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING THE APPLICATION, ACCEPTANCE AND APPROPRIATION
OF A \$200,000 BROWNFIELDS ASSESSMENT GRANT**

ORDERED, that the application for a \$200,000 Brownfields assessment grant from the United States Environmental Protection Agency is hereby approved; and

BE IT FURTHER ORDERED, that a Brownfields assessment grant in the amount of \$200,000 from the U.S. Environmental Protection Agency, if awarded, is hereby accepted for the purposes of funding assessments of contaminated sites; and

BE IT FURTHER ORDERED, that, if awarded and accepted, the Brownfields assessment grant monies of \$200,000 be hereby appropriated; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the grant, and otherwise carry out the intent of this order.



Economic Development Department
Gregory A. Mitchell, Director

TO: Mayor and City Council

FROM: Nelle Hanig, Business Programs Manager
Greg Mitchell, Economic Development Director

DATE: October 2, 2017

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

SUBJECT: **Brownfields Assessment Grant Application to U.S. Environmental Protection Agency (EPA)**

SPONSOR: Drew Swenson, President of the Portland Development Corporation;
PDC met on 9/28/2017 and voted 6-0-1 (Sheff abstained) to forward to the City Council for approval.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading and Final Action: October 16, 2017

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

The application is due to EPA in November.

PRESENTATION: Drew Swenson/Greg Mitchell – 5 minutes

I. ONE SENTENCE SUMMARY: The Portland Development Corporation (PDC) is recommending to the Council that it approve the Economic Development Department applying for a \$200,000 Brownfields Assessment Grant from the U.S. Environmental Protection Agency (EPA), and, if successful, to accept and appropriate the funds.

II. AGENDA DESCRIPTION: A \$200,000 Brownfields Assessment Grant from EPA would provide the City with funding for a range of Brownfields assessment activities, particularly Phase I and Phase II Environmental Site Assessments (ESAs). Phase I ESAs are conducted to determine whether there is contamination on a property and Phase II ESAs, which are more extensive, determine the location, level, and type of contamination in order to develop a cleanup plan.

III. BACKGROUND: At this time, the number of projects seeking brownfields cleanup funds from the City exceeds the \$800,000 in the City/PDC Brownfields Cleanup Revolving Loan Fund and the \$339,000 in the Brownfields Closeout Fund (funds already lent that have been paid back to the City). While Closeout Funds can be used for assessments and cleanup, presently they are all needed

for cleanup. In order for the City to be able to assist with Brownfield assessments on properties in the future, additional funds are needed, which the grant would provide.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED: If successful the grant funds would allow the City to fund a range of Brownfields assessment activities, including developing inventories of brownfields, prioritizing sites, conducting community involvement activities, conducting Phase I and Phase II ESAs, and developing cleanup plans and reuse plans for contaminated properties in Portland. All are precursors to cleaning up and reusing sites for new development

V. FINANCIAL IMPACT: Approval of this grant application, and, if successful, to accept and appropriate the funds, will not have an financial impact on the City.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION: Should the City's application be successful, as the grant recipient, the City would be able to fund Brownfields assessment activities on properties owned by for-profit and non-profit entities, as well as City-owned properties that meet EPA eligibility requirements. Once assessment activities are completed, projects can move forward on remediation and cleanup of contaminated sites. Once cleaned up, sites can be reused for new development whether it be residential, office, or industrial, and generate tax revenue.

VII. RECOMMENDATION: The Portland Development Corporation recommends that the City Council approve a \$200,000 Brownfields Assessment Grant application to the EPA, and, if successful, to accept and appropriate the funds.

Prepared by: Nelle Hanig, Business Programs Manager and Greg Mitchell, Economic Development Director

We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.



ANNOUNCING New Request for Proposals - FY 2018 Brownfields Assessment, Revolving Loan Fund, and Cleanup Grant Guidelines

These brownfields grants may be used to address sites contaminated by petroleum and hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum). **The proposal submission deadline is November 16, 2017.**

Funding Opportunities:

Assessment Grants (funded over three years)

Community-wide or Site-Specific Applicants: Applicants may apply for up to \$200,000 in hazardous substances funding **or** up to \$200,000 in petroleum funding.

Community-wide Applicants: Applicants applying for both hazardous substances funding **and** petroleum funding may request a combined total up to \$300,000; however the request for hazardous substances funding or petroleum funding cannot exceed \$200,000 for any one individual type of grant funding. For example, an applicant may apply for \$200,000 in hazardous substances funding and \$100,000 in petroleum funding.

Assessment Coalition Applicants: Applicants may apply for up to \$600,000 in hazardous substances funding and/or petroleum funding.

Revolving Loan Fund Grants (funded over five years)

Applicants, including RLF Coalitions, may apply for up to \$1,000,000 in hazardous substances funding and/or petroleum funding.

Cleanup Grants (funded over three years)

NEW:

- Applicants may request funding to address either a single brownfield site, or multiple brownfield sites, within each proposal.
- An applicant may request up to \$200,000 in each proposal.
- An applicant can submit up to three cleanup proposals.

Guidelines and Resources:

- [FY2018 Brownfields Assessment Grant Guidelines](#)
- [FY2018 Brownfields Revolving Loan Fund Grant Guidelines](#)

- [FY2018 Brownfields Cleanup Grant Guidelines](#)
- [FY2018 Summary of Brownfields Assessment, RLF, and Cleanup Guideline Changes](#)
- [FY2018 Assessment Guideline Checklist](#)
- [FY2018 Cleanup Guideline Checklist](#)
- [Frequently Asked Questions](#)
- [Grants.gov Tip Sheet for Applicants](#)

Webinars to Assist in Preparing Assessment, RLF, and Cleanup Proposals

To assist applicants with understanding the guidelines, EPA will host the EPA National Assessment, RLF and Cleanup Guideline Webinar on Thursday, October 5, 2017, at 1:30 pm ET. Join the webinar at <http://epawebconferencing.acms.com/app18/> and/or via conference call (dial-in number: 1-866-299-3188/ access code: 202-566-1817).

LAST UPDATED ON SEPTEMBER 19, 2017

ROLL CALL: Mayor Pro Tem, Nicholas Mavodones, called the meeting to order at 5:30 P.M. (Councilor Thibodeau, Mayor Strimling absent).

ANNOUNCEMENTS Councilor Ray announced that the Health and Humans Services Committee will be meeting at 5:30 on October 24, 2017 in City Hall to review draft designs for the new Shelter.

Councilor Duson stated that she may be standing at certain point throughout the City Council meeting due to back issues.

RECOGNITIONS:

"Arts in the Chamber", Dooryard Arts Collective

SPECIAL MEETING:

Motion was made by Councilor Cost and seconded by Councilor Ray to recess the regular City Council meeting and convene the meeting of the Corporator of the Creative Portland Corporation. Passage 7-0.

Order 59-17/18 Order Appointing Carol Walker Aten, Raffi Der Simonian, Kate Anker and Daniel Minter as Directors of the Creative Portland Corporation – Sponsored by the Nominating Committee, Councilor Justin Costa, Chair.

Motion was made by Councilor Costa and seconded by Councilor Duson for passage. Passage 7-0.

Motion was made by Councilor Costa and seconded by Councilor Duson to adjourn the meeting of the Corporator of Creative Portland Corporation and convene the meeting of the Portland Development Corporation. Passage 7-0.

Order 60-17/17 Order Appointing Matthew Veith and Tom Dunne as Directors of the Portland Development Corporation – Sponsored by the Nominating Committee, Councilor Justin Costa, Chair.

Motion was made by Councilor Costa and seconded by Councilor Brenerman for passage. Passage 7-0.

Motion was made by Councilor Costa and seconded by Councilor Batson to adjourn the meeting of the Portland Development Corporation and convene the meeting of the Fish Exchange. Passage 7-0.

Order 61-17/18 Order Appointing Robert Odlin, Timothy Merrill, and Matthew Tarasevich as Directors of the Portland Fish Exchange – Sponsored by the Nominating Committee, Councilor Justin Costa, Chair.

Motion was made by Councilor Costa and seconded by Councilor Ray for passage. Passage 7-0.

Motion was made by Councilor Batson and seconded by Councilor Ray to adjourn the meeting of the Portland Fish Exchange and reconvene the Regular City Council meeting. Passage 7-0.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Ray and seconded by Councilor Duson to approve the minutes of September 18, 2017 regular City Council Meeting. Passage 7-0.

PROCLAMATIONS:

APPOINTMENTS:

Order 62-17/18 Order Appointing Members to Various Boards and Commissions – Sponsored by Katherine L. Jones, City Clerk.

Name	Board and Committee	Expiration
Matthew Purington	Community Development Block Grant Annual Allocation Committee	09/30/2020
Julia Sheridan	Board of Assessment Review	09/30/2020
Steven Silver (New)	Board of Assessment Review	09/30/2020
Donna Katsifias	Zoning Board of Appeals	12/30/2020
Ian Jacob(New)	Historic Preservation	11/30/2020
Julia Sheridan	Historic Preservation	11/30/2020
Daniel Haley	Harbor Commission	12/31/2018

Motion was made by Councilor Brenerman and seconded by Councilor Batson for passage. Passage 7-0.

CONSENT ITEMS:

LICENSES:

Order 63-17/18 Order Granting Municipal Officers' Approval of Exchange St Club DBA Exchange Club. Application for a Class A Lounge with Entertainment with Dance at 10 Exchange Street – Sponsored by Michael Russell, Permitting and Inspections Director.

Motion was made by Councilor Ray and seconded by Councilor Batson.

Motion was made by Councilor Brenerman and seconded by Councilor Duson to postpone Order 63 to the October 16, 2017 City Council meeting. Passage 7-0.

BUDGET ITEMS:

RESOLUTIONS:

UNFINISHED BUSINESS:

Order 57-17/18 Order Approving Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-00 Labor and Trades – Sponsored by Jon P. Jennings, City Manager.

This item was given a first reading on September 18.

Motion was made by Councilor Ray and seconded by Councilor Costa for passage. Passage 7-0.

Order 58-17/18 Amendment to Portland City Code Chapter 17. Re: Second Extension of Moratorium on Retail Marijuana Establishments and Social Clubs – Sponsored by Danielle West-Chuhta, Corporation Counsel.

This item was given a first reading on September 18.

Motion was made by Councilor Brenerman and seconded by Councilor Ray for passage. Passage 7-0.

ORDERS:

Order 64-17/18 Order Approving the Termination and Distribution of the Harry E. Cummings Charitable Trust to the Maine Community Foundation – Sponsored by Danielle West-Chuhta, Corporation Counsel.

Motion was made by Councilor Brenerman and seconded by Councilor Ray for passage. Passage 7-0.

Order 65-17/18 Order Approving Purchase and Sale Agreement with 56 Parris Street, LLC for Sale of City Property at 56 Parris Street – Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

Motion was made by Councilor Brenerman and seconded by Councilor Ali for passage. Passage 7-0.

Order 66-17/18 Order Approving Purchase and Sale Agreement with Tom Watson & Co., LLC for Sale of City Property at 82 Hanover Street – Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

Motion was made by Councilor Brenerman and seconded by Councilor Ray for passage. Passage 7-0.

Order 67-17/18 Order Approving Purchase and Sale Agreement with Barrett Made for Sale of City Property at 65 Hanover Street/52 Alder Street – Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

Motion was made by Councilor Brenerman and seconded by Councilor Batson for passage. Passage 7-0.

Order 68-17/18 Order Approving Purchase and Sale Agreement with Ross Furman for Sale of City Property at 178 Kennebec Street – Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

Motion was made by Councilor Brenerman and seconded by Councilor Ali for passage. Passage 7-0.

Order 69-17/18 Order Accepting a Donation of Vacant Land in the Redlon Area and Placing that Land, City-Owned Land and Land Acquired through Foreclosure of Unpaid Taxes into the Portland Land Bank – Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

Motion was made by Councilor Baston and seconded by Councilor Costa.

Motion was made by Councilor Batson and seconded by Councilor Costa to amend Order 69 by adding “that the City Manager is hereby authorized to execute any agreement and any other documents that are in a form acceptable to the Corporation Counsel and are necessary to effect the intent and purpose of this order.” Passage 7-0

Motion was made by Councilor Ray and seconded by Councilor Duson to postpone Order 69 to the October 16, 2017 City Council meeting. Passage 4-3, (Mavodones, Brenerman, Costa).

Order 70-17/18 Order Approving Agreement between Portland and Maine Department of Transportation Re: Modification to Woodford's Corner Stormwater Improvements – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Costa and seconded by Councilor Ray for passage. Passage 6-0 (Batson out).

Order 71-17/18 Order Establishing the City Council Appointee Subcommittee – Sponsored by Mayor Ethan K. Strimling, Councilor David Brenerman, and Councilor Nicholas M. Mavodones, Jr.

Motion was made by Councilor Costa and seconded by Councilor Brenerman for passage as an emergency. Passage 7-0.

Order 72-17/18 Order Approving Bill of Sale and Customer-Owned Street Lighting Agreement with Central Maine Power Company for Street Lights – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This is a first reading.

Order 73-17/18 Order Approving the Agreement with TEN Connected Solutions, Inc. for Conversion of City Street Lights to LED Technology – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This is a first reading.

Order 74-17/18 Order Approving the Lease-Purchase Agreement with Banc of America Public Capital Group Re: Conversion of City Street Lights – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

This is a first reading.

COMMUNICATIONS:

Com 4-17/18 Communication Re: Appointment of Members to the City Council Appointee Subcommittee - Sponsored by Mayor Ethan K. Strimling.

AMENDMENTS:

**Order 75-17/18 Amendment to Portland City Code Chapter 2 Administration Re:
Senior Tax Relief Program – Sponsored by the Finance Committee,
Councilor Nicholas M. Mavodones, Jr., Chair.**

This is its first reading.

Motion was made by Councilor Costa and seconded by Councilor Ray to
adjourn. Passage 7-0, 8:00 P.M.

A TRUE COPY.

Katherine L. Jones, City Clerk

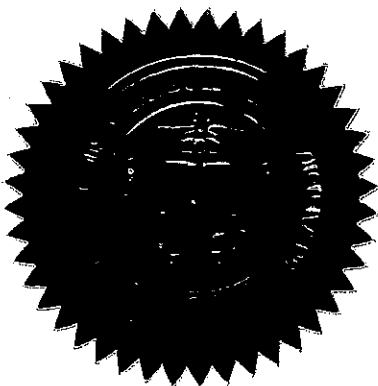
*Dec 10 - 17/18
Tab 3 10-16-17*

PROCLAMATION
HONORING
OFFICER ROBERT MILLER

- WHEREAS,** **Officer Miller** joined the Portland Police Department in 2007. Since that time, he has served as a patrol officer, and as an officer on the Special Reaction Team. He completed his Bachelors of Science in Criminal Justice in 2016, while maintaining a full-time work schedule at the department, and
- WHEREAS,** **Officer Miller** currently holds the position of Field Training Officer, where he serves as a mentor to incoming officers and helps develop the training program by making recommendations and drafting lesson plans, and
- WHEREAS,** **Officer Miller** has lead the charge in addressing ongoing issues in Kennedy Park. He continues to coordinate the activities of community policing officers with strong organizational and planning skills, and
- WHEREAS,** **Officer Miller** recently responded to a call for 20 youths causing a disturbance in Kennedy Park. During the call, Officer Miller recognized a suspect wanted for aggravated assault and pursued him as he tried to flee on a bicycle. The suspect was ultimately apprehended and transported, and
- WHEREAS,** **Officer Miller** 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 Robert Miller** as **Officer of the Month for August 2017.**

Signed and sealed this 16th day of October 2017




Ethan K. Strimling, Mayor
City of Portland, Maine

*Proc 11-17/18
Tab 4 10-16-17*

PROCLAMATION
RECOGNIZING
FIRE PREVENTION WEEK

WHEREAS: The City of Portland, Maine recognizes fire prevention and public safety in Portland's historic Oakdale Neighborhood comprised of some of the oldest housing stock in the country; and

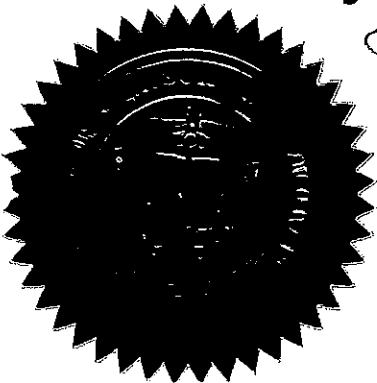
WHEREAS: The Portland Fire Department responded to three fires in the Oakdale neighborhood; the horrific November 1, 2014 Noyes Street fire which killed six young adults, Brea Lu Cafe & adjoining house fire & last month a fire at 117 Dartmouth Street that destroyed two apartments displacing occupants; and

WHEREAS, The 2017 Fire Prevention Week theme, "Every Second Counts: Plan 2 Ways Out!" effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year; and

WHEREAS, The University Neighborhood Organization, Phi Mu Delta Fraternity USM, Portland Fire Department, Portland Professional Firefighters Local 740, The American Red Cross, Maine Medical Center Burn Service and The University of Southern Maine recognize the importance of Fire Prevention education, and will host the first Annual "Halloween Fire Prevention Festival" event on Saturday, October 28, 2017 from 11:30 a.m. to 3:00 p.m. in Longfellow Park.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Ethan K. Strimling, Mayor of the City of Portland, and members of the City Council proclaim the last Saturday in October as "Halloween Fire Prevention Festival," and gives special thanks to the organizations for their dedicated work to educate the public about fire prevention and public safety.

Signed and sealed this 16th day of October, 2017



A large, stylized handwritten signature of Ethan K. Strimling, Mayor of Portland, Maine, is written over a horizontal line.

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

Order 77-17/18
Tab 5 10-16-17

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPOINTING WARDENS AND WARD CLERKS FOR 2017

ORDERED, that the following persons are hereby appointed as Wardens and Ward Clerks for 2017:

<i>Warden</i>	<i>Ward Clerk</i>	<i>Precinct</i>
Denise Shames	Anne Rand	1-1
Carol Morrisette	Frank Spring	1-2
Fred O'Keefe	Reta Morrill	1-3
Mary Ann O'Malley	Richard Mercier	2-1
Susan Lichtman	Donna Katsiaficas	2-2
Elaine Spring	Helen Hoglund	3-1
Dale Kinney	Gail Hannon	3-2
Constance Regan	Craig Posey	4-1
Curtis Powers	Jennifer Angelone	4-2
Barbara Harvey		5-1
George Smythe	Edmond Szalajaski	5-2

Portland, Maine



Yes. Life's good here.

Office of the City Clerk
Katherine L. Jones, CMC

MEMORANDUM

TO: Mayor Strimling and Members of the City Council
FROM: Katherine L. Jones, City Clerk
DATE: September 21, 2017
RE: Wardens and Ward Clerks

The following persons are being recommended as Wardens and Ward Clerks for the 2017 calendar year:

Warden	Ward Clerk	District/Precinct
Denise Shames	Anne Rand	1-1
Carol Morrisette	Frank Spring	1-2
Fred O'Keefe	Reta Morrill	1-3
Mary Ann O'Malley	Richard Mercier	2-1
Susan Litchman	Donna Katsiaficas	2-2
Elaine Spring	Helen Hoglund	3-1
Dale Kinney	Gail Hannon	3-2
Constance Reagan	Craig Posey	4-1
Curtis Powers	Jennifer Angelone	4-2
Barbara Harvey		5-1
George Smythe	Edmond Szalajeski	5-2

Order 78-17/18
Tab 6 10-16-17

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPOINTING DIRECTORS OF
THE PORTLAND WIDOWS' WOOD SOCIETY FOR THE 2017-2018 TERM**

ORDERED, that the following persons are hereby appointed as Directors of the Widows' Wood Society for the City of Portland for a term to end November 1, 2018:

Name

Address

Henry L. Donovan	15 Clifford Street
Nancy English	40 Park Avenue
Michael J. Francouer	33 Autumn Lane
Cyrus Hagge	45 Turner Street
Cheryl Hallett, Treasurer	22 Pride Farm Road, Falmouth
Everett Ingalls	45 Eastern Promenade
John C. Knox, President	44 Bramblewood Drive
Thomas M. Pierce	52 Foreside Common Drive, Falmouth

MEMORANDUM
City Council Agenda Item

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

FROM: Nancy English

DATE: 10/2/2017

SUBJECT: Order Appointing Directors of the Portland Widows' Wood Society for the 2017-2018 Term

SPONSOR: Mayor Ethan K. Strimling
(If sponsored by a Council committee, include the date the committee met, the results of the vote, and the meeting minutes.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading _____ Final Action 10/16/2017 _____

Can action be taken at a later date: ____ Yes ____ X No (If no why not?) The directors' terms expire Nov. 1.

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

I. ONE SENTENCE SUMMARY

This action approves the 2017-2018 terms of the directors of the Portland Widows' Wood Society.

II. AGENDA DESCRIPTION

The Portland Widows' Wood Society provides assistance to needy Portland residents who are referred to the Society by various charitable organizations and the City of Portland. This order appoints the following persons as Directors to the Portland Widows' Wood Society for the 2017-2018 term:

Henry L. Donovan
Nancy English
Michael Francouer
Cyrus Hagge
Cheryl Hallett, Treasurer
Everett Ingalls
John C. Knox, President
Thomas M. Pierce

15 Clifford Street
40 Park Avenue
33 Autumn Lane
45 Turner Street
22 Pride Farm Road, Falmouth
45 Eastern Promenade
44 Bramblewood Drive
52 Foreside Common Drive, Falmouth

III. BACKGROUND

The Portland Widows' Wood Society was organized on October 23, 1850, by a Charter approved by the Maine Legislature on May 30, 1850, for the purpose of "furnishing fuel, gratuitously, to destitute women and orphans" of Portland.

The Charter was amended in 1879, 1903 and 1971. The distribution of fuel – or in today's version, reimbursement for the cost of fuel deliveries – "shall be made without regard to sect." The funds distributed are made up of donations and income from the original and subsequent bequests. The organization's finances are audited annually. The total of fuel reimbursements fluctuates depending on the price of fuel and the winter weather. In the winter of 2014-2015, more than \$18,000 was distributed to assist the poor with heating bills.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

These directors enable this organization to fulfill its purpose, which is assistance for the poor, a goal the City Council has supported through many different actions it has taken over the years.

V. FINANCIAL IMPACT

None.

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

Order

Prepared by: Nancy English
Date: 10/02/17

Bean/agendarequestmemo/rev 11/2015



Office of the City Clerk
Katherine L. Jones, CMC

MEMORANDUM

MEMORANDUM

TO: Mayor Ethan Strimling, and Members of City Council
FROM: Katherine L. Jones
DATE: October 2, 2017
RE: Appointments

The Widows Wood Society is submitting for your consideration the following persons as nominees for appointment by the Council as Directors of the Portland Widows Wood Society for the 2017-2018 term:

Name	Address
Henry L. Donovan	15 Clifford Street
Nancy English	40 Park Avenue
Michael J. Francouer	33 Autumn Lane
Cyrus Hagge	45 Turner Street
Cheryl Hallett	22 Pride Farm Road, Falmouth, Me
Everett Ingalls	45 Eastern Promenade
John C. Knox	44 Bramblewood Drive
Thomas M. Pierce	52 Foreside Common Dr. Falmouth, Me

*Order 79-17/18
Tab 7 10-16-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER SETTING TIME FOR OPENING
OF POLLS ON NOVEMBER 7, 2017
RE: STATE AND LOCAL ELECTION**

ORDERED, that pursuant to 21-A M.R.S. Sec. 626, the polls shall open at 7:00 a.m. and close at 8:00 p.m. on Tuesday, November 7, 2017, for the State and Local Election.



Office of the City Clerk
Katherine L. Jones, CMC

MEMORANDUM

TO: Mayor Strimling and Members of the
Portland City Council

FROM: Katherine L. Jones, City Clerk

DATE: September 20, 2017

RE: Setting the time for opening the polls on November 7, 2017

Pursuant to 21-A M.R.S.A. §621, the hour of poll opening must be set by the municipal officers. This is done for every election; the polls open at 7:00 A.M. and close at 8:00 P.M.

Notices are then posted in each district and at City Hall.

Order 80-17/18
Tab 8 10-16-17

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
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**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**DECLARING THE PORTLAND DOWNTOWN
LIGHT UP YOUR HOLIDAYS FESTIVAL 2017**

ORDERED, the following dates are hereby declared the Light Up Your Holidays Festival, to be organized by Portland Downtown:

November 24, 25, 26 and December 1, 2, 3, 7, 8, 9, 10, 15, 16, and 17; and

BE IT FURTHER ORDERED, that the Light Up Your Holidays Festival area shall be Monument Square, Monument Way, Federal Street Extension and adjacent sidewalks; and, on November 24, 2017 adding a closed section of Congress Street from Preble to Elm Streets, and, on December 7, 2017 only, Federal Street between Temple and Exchange Streets and the sidewalk adjacent to the Portland House of Music; and

BE IT FURTHER ORDERED, that the following activities shall be held in the Monument Square, One City Center sidewalk area and Monument Way:

November 24, 2017: Tree Lighting Ceremony in Monument Square and on Congress Street - 5:00 to 6:30 p.m. (rain, snow or shine); and

Horse-drawn Wagon rides Fridays, November 24, December 1, 8 and 15 (4:00 p.m. to 8:00), Saturdays, November 25 and December 2, 9, and 16 (2:00 p.m. - 6:00 p.m.) and Sundays, November 26 and December 3, 10 and 17 (1:00 p.m. - 5:00 p.m.), as well as on Thursday, December 7 (5:00 p.m. to 9:00 p.m.); and

BE IT FURTHER ORDERED, that the Federal Street Extension shall be closed to vehicular traffic from 4:30 p.m. to 7:00 p.m. and posted "No Parking" from 2:00-7:00 p.m. on Friday, November 24, 2017, and Congress Street shall be closed to vehicular traffic between Preble and Elm streets from noon to 9:00 p.m. to allow the construction and use of a stage set up on Congress Street for the Monument Square Tree Lighting; and

BE IT FURTHER ORDERED, on December 7, 2017, the Organizers will host Merry Madness and will be allowed to place a large tent on Federal Street between Temple Street and Exchange Street where music will be played and refreshments including alcohol may be consumed in an area admitting only persons 21-years-old and older, after being purchased inside Portland House of Music, with on-site security to check identification. Federal Street between Temple and Exchange Streets will be closed from noon to 9 p.m. and posted "No Parking", and the Portland House of Music sidewalk shall also be closed to pedestrians. Merry Madness will be held from 4:00 p.m. to 7:00 p.m. in the Downtown and in Old Port areas with the participation of many stores; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit under Section 25-27 of the Portland City Code to Portland Downtown for the use of the above-described area for said events, subject to the following conditions:

- Portland Downtown shall indemnify the City and hold it harmless from and against all claims arising out of activities during said parade and ceremony, 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 for the Light Up Your Holidays events, including liquor liability insurance for the Merry Madness event; and
- Portland Downtown shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at Light Up Your Holiday events; and
- Conditions for use of grounds and requirements for food service, vending sales, stages, tents, and other items specified in a permit issued from Public Assembly Facilities Division, shall be adhered to; and
- Major expenses incurred by City Departments for the Tree Lighting Ceremony and closure of Congress Street for that event on Friday, Nov. 24: (Permit Fees for use of grounds, staff assistance – including Police, Public Works for barricades and signage, and Fire Department), shall be in-kind, except that additional staff costs to maintain bus service within the closed section of Congress Street shall be paid for by the Organizer. Department of Permitting and Inspections Business License and Permit fees would also be paid by the organizer, Portland Downtown; and
- Merry Madness event-associated costs from City Departments will be paid by the organizer, Portland Downtown. Some of those costs include: police services, Public Assembly Facilities Division staff costs, inspection services for Tent Permit, and Department of Permitting and Inspections license fees; and
- Food Vendors participating in the Light Up Your Holidays Festival shall be licensed by the Department of Permitting and Inspections. Under no circumstances may alcoholic beverages be sold on the streets of public property of said area during said events and festival other than what is approved by the Department of Permitting and Inspections (and by the City Council at the Merry Madness event on Federal Street); and

BE IT FURTHER ORDERED, that the City Manager is also authorized to waive any fees and to 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.



Sally L. DeLuca
Director

Department of Parks, Recreation & Facilities

Andrew J. Downs
Director

Public Assembly Facilities Division

TO: Jon Jennings, City Manager
FROM: Sally DeLuca, Director of Parks, Recreation & Facilities Management
DATE: October 2, 2017
RE: **Council Agenda Item – Portland Downtown's "Light Up Your Holidays" Festival**

I am requesting that the following order be placed on the next City Council agenda (Nov 7):

Order declaring Portland Downtown's, "**Light Up Your Holidays**" Festival, to be held Fridays (**November 24, December 1, 8, 15, 2017**), Saturdays (**November 25, December 2, 9, 16, 2017**), and Sundays (**November 26, December 3, 10, 17, 2017**), and Thursday (**December 7, 2017**). **Friday, November 24 is the "Monument Square Tree Lighting;" Thursday, Dec. 7 is "Merry Madness."**

The Public Assembly Facilities Division is working with Portland Downtown on several upcoming Holiday Festival events where street closures and use of downtown parks/squares/streets are needed. A Festival Declaration is needed. Included in this request are:

- Monument Square Tree Lighting, November 24
- Horse Drawn Wagon Rides, Nov 24 – Dec 17 (Fridays, Saturdays and Sundays only). These rides are free to the public. This year Portland Downtown has added VIP Sponsor rides on two dates (12/1 and 12/9).
- Merry Madness, December 7

Traffic plan for METRO Buses during the Tree Lighting Ceremony (Fri., Nov. 24), will be similar to last year: Public Assembly Facilities Division and the Police Dept. plan to provide a special bus travel lane on Congress Street during the Tree Lighting setup and removal, to allow bus access on that closed portion of Congress Street (between Elm Street and Preble Street).

Further details of these events are described below.

Monument Square Tree Lighting: On Friday, November 24, 2017, from 5:00 to 6:30pm, the annual tree lighting ceremony will be held in Monument Square and on Congress Street (with stage, entertainment and vendors). Organizers have asked to place a 20x24' stage on Congress Street (between Preble and Elm Street) facing Monument Square. This would necessitate the closure of that section of Congress Street to vehicular traffic from Noon to 9pm, Friday, Nov. 24.

(continued)



Sally L. DeLuca
Director

Department of Parks, Recreation & Facilities

Andrew J. Downs
Director

Public Assembly Facilities Division

A special METRO bus travel lane through the closure is planned (street available for buses only from 12:30 – 4:30pm, and then again from 7 – 9pm). Organizers will work on that with METRO.

For security, the tree lighting ceremony will also necessitate closing Federal Street Extension to vehicular traffic (from 4:30 – 7pm) and the street will need to be posted "No Parking" 2 – 7pm.

Vendors will set up on the sidewalks, in Monument Square and on the closed section of Congress Street. The festival area includes Congress Street (Preble to Elm Street) and all of Monument Square, Federal Street Ext., and the nearby sidewalks (One City Center sidewalk area and Monument Way), from Center Street to Temple Street and both sides of Congress Street in that area.

This year, the event Presenting Sponsor, Hood, will be setting up an inflatable snow globe (approximately 35' x 35') in Monument Square. The back of structure will abut Monument Way. Hood will serve free egg nog samples from the snow globe and two 10x10 EZ-UP canopies.

Horse Drawn Wagon Rides: Beginning Friday, November 24, PD will sponsor horse-drawn wagon rides in the downtown and Old Port area. Rides will begin and end in Monument Square. They will occur Fridays (4-8pm), Saturdays (2-6pm) and Sundays (1-5pm) between November 24 and December 17. Rides will also be offered during Merry Madness on Thursday, December 7th. Rides are free to the public. The festival area for these events includes Monument Square, Federal Street Ext. sidewalks, One City Center sidewalk areas, and Monument Way (and any adjacent sidewalks). This year we have added two VIP sponsor rides: Friday, December 1, from 2pm to 4pm, and Saturday, December 9, from 1pm to 3pm. The pick-up and drop-off location will be at Tommy's Park where Exchange Street intersects with Middle Street. We will have Emergency "No Parking" Signs for 3-4 parking spaces so that the horse & wagon will have an easy place to pull in and out of (on Exchange Street).

Merry Madness: Portland Downtown plans to hold its annual "Merry Madness" VIP Kick-Off Event at Portland House of Music, on Thursday, December 7 (4 – 7pm). This is a ticketed event, and raises funds for both Portland Downtown (a 501c4 nonprofit) and the Portland Press Herald Toy Fund. The event is paired with businesses who keep their stores open late (10pm) for holiday shoppers. Organizers have requested permission to again host the event on Federal Street (between Temple & Exchange). Refreshments (including wine) as well as music will be on hand. A large free-standing tent would be erected on Federal Street (necessitating the closure of Federal Street (from Temple to Exchange Streets) from Noon – 9pm. Portland Downtown has requested permission for the Portland House of Music (there on Federal Street) to expand its alcohol service to the street (21+ Tent Area), where wine would be consumed by adults (21+) in a confined, secured area (the large tent). Participants would purchase and receive their wine inside Portland House of Music but would be permitted to walk with it outside to the enclosed Tent area.

(continued)



Sally L. DeLuca
Director

Department of Parks, Recreation & Facilities

Andrew J. Downs
Director

Public Assembly Facilities Division

The Portland House of Music currently holds an Auditorium License (alcohol and outdoor entertainment/dining). Festival Grounds for the December 7 Merry Madness event include the Federal Street area – Temple to Exchange (where the Tent is located), as well as the sidewalk areas beside Portland House of Music, and the adjacent Federal Street and Temple Street sidewalks. Portland Downtown will talk with area Federal Street businesses to accommodate any deliveries, etc. to that closed section of street. Portland Downtown will also work with city staff to provide a safe and monitored alcohol service area, and will acquire any necessary licenses for refreshments and outdoor music. Time frame for the event itself: 4 – 7pm. Time for street closure: Noon – 9pm. Street posted "No Parking."

Costs incurred by City Departments, (Police, Fire, Public Works and Public Assembly Facilities Division) for the Tree Lighting Ceremony will be in-kind, except for additional Police and PAFD support needed for the bus travel lane, which will be charged to the organizer, Portland Downtown. Portland Downtown will also pay license fees for the various events to the City's Business Licensing Office and associated permit costs at the Inspections Office (Tent Permit / Stage Permit). Portland Downtown will also be responsible for covering the cost for City Staff assistance at the Merry Madness event.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to Portland Downtown for the use of the above-described area for said events and the "Tree Lighting Ceremony" and "Merry Madness" subject to the following conditions:

- Portland Downtown 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 combined single limit 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 Light Up Your Holidays events (and include Liquor Liability coverage for "Merry Madness"),
- Portland Downtown shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the Portland Downtown "Light Up Your Holidays" Festival,
- Conditions for use of grounds and requirements for food service, vending sales, stages, tents, and other items specified in a permit issued from Public Assembly Facilities Division, shall be adhered to,

(continued)



Sally L. DeLuca
Director

Department of Parks, Recreation & Facilities

Andrew J. Downs
Director

Public Assembly Facilities Division

- Major expenses incurred by City Departments for the Tree Lighting Ceremony and Closure of Congress Street for that event on Friday, Nov. 24: (Permit Fees for use of grounds, staff assistance – including Police, Public Works for barricades and signage, and Fire Dept.), shall be in-kind, however, additional staff costs to maintain bus service within the closed section of Congress Street, shall be paid for by the organizer. Business Licensing Office fees and Permit fees at the Inspections Office would also be paid by the organizer, Portland Downtown,
- Merry Madness event (Thurs. Dec. 7): associated costs from City Departments will be paid by the organizer, Portland Downtown. Some of those costs include: Police services (needed at Federal Street), PAFD Staff services (barricade staff at street closure), Inspection Services for Tent Permit, and Business Licensing fees, and
- Food Vendors participating in the "Light Up Your Holidays" Festival shall be licensed by the Business Licensing Office. Under no circumstances may alcoholic beverages be sold or permitted on City of Portland right-of-ways or public property during said events, other than what is approved by City Council (i.e. Merry Madness event / Area of Federal Street).

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, PAFD Event Coordinator

City Manager, Jon Jennings
City of Portland
389 Congress Street
Portland, ME 04101



October 11, 2017

Dear Mr. Jennings,

On behalf of Portland Downtown, I ask that you please consider the following request for permits and festival declarations for the 2017 *Light Up Your Holidays* event series:

Tree Lighting in Monument Square on Friday, November 24th, 5:00 – 6:30PM (Rain, snow, or shine):

- Use of Congress Street (both lanes) between Preble St. and Elm St. to erect and take down a 24' x 20' stage from 12:00 pm to 9:00PM.
- Portland Downtown will have City of Portland security on-site for traffic control to ensure traffic flow between 12:30 pm - 4:30 pm and 7:00 pm - 9:00 pm.
- Police assistance is requested to help staff the barricaded sections between the hours of 4:30pm and 7:00pm (no vehicles allowed during this time).
- Federal Street Extension should be closed from 4:30pm to 7:00pm. No parking signs will be placed on the meters, which will prohibit parking from 2:00pm to 7:00pm. Federal Street is where our talent, subcontractors, and vendors will need to park.
- This event is free and open to the public.

Merry Madness VIP Kick-Off Event at Portland House of Music & Events – Thursday, December 7th, 4-7 PM (Rain, snow, or shine)

- In conjunction with the Portland House of Music, we will be requesting an extension of premises in order to be able to serve alcohol in a tent outside of Portland House of Music (21+ only permitted in tent area). Each guest will receive one drink ticket. Additional beverages are available for purchase at the Portland House of Music bar. We will have security on-site for ID check, crowd control, and to ensure the safety of attendees.
- We request to close Federal Street just west of the Post Office Parking lot. Barricades will be placed to protect the vendor while they set-up the tent and we will have a security officer on-site. The Federal Street sidewalk at Portland House of Music will be closed to pedestrians from 4pm to 7pm, during event hours, but we will leave the north side of Federal Street's sidewalk open for a pedestrian through-way. We will work with area businesses to communicate about event impacts and try to ensure as little disruption as possible.
- This is the third year that the VIP kick-off event will be hosted at Portland House of Music and events.
- Merry Madness is a ticketed event, which raises funds for both Portland Downtown (a 501c4 nonprofit) and the Portland Press Herald Toy Fund.

Horse-drawn Wagon Rides (Pick up and drop off in Monument Square):

- Fridays: November 24th - December 15th 4:00pm – 8:00pm
- Saturdays: November 25th - December 16th 2:00pm – 6:00pm
- Sundays: November 26th - December 17th 1:00pm – 5:00pm
- Thursday, December 7th (Merry Madness) 5:00pm – 9:00pm



Horse & Wagon Rides (on the above dates) are free for the public, thanks to our generous sponsors.

VIP sponsor rides – available only to our event sponsors. Pick-up and drop-off location will be at Tommy's Park. For ease of pick-up and drop-off, we will reserve 3-4 parking spaces on Exchange Street:

- Friday, December 1st from 2:00pm to 4:00pm
- Saturday, December 9th from 1:00pm-3:00pm

Other events that we manage under the *Light Up Your Holidays* umbrella include Shop For A Cause Day, which raises money for local nonprofit organizations, a Holiday Window Display Contest, and Elfternoon Lunchtime Shopping, which promotes holiday shopping at local businesses. As well, we fund Pandora's Winter Lights (along Congress Street, in Longfellow Park, Tommy' Park, and Boothby Square), which light up the dark months and delight residents and visitors alike with their whimsical shapes and vibrant colors.

In keeping with Portland Downtown's mission, we manage a variety of events throughout downtown all year long. These events would not be possible without the support from the City of Portland. Thank you for all you do to assist us in making downtown a vibrant and wonderful place to be.

Sincerely,

Cathy T. Gilbert

Executive Director

cc Ted Musgrave, City of Portland



CITY OF PORTLAND, PUBLIC ASSEMBLY FACILITIES DIVISION
PUBLIC PARK & SPACE APPLICATION (4 pages)
212 Canco Rd. ~ Portland ~ ME ~ 04103
207-808-5400 x0
Ted Musgrave 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	9/15/17 Revised: 10-2	ORGANIZATION NAME	Portland Downtown					
ORGANIZATION ADDRESS	549 Congress St		CITY	Portland	STATE	ME	ZIP	04101
CONTACT NAME(S)	Casey Gilbert	TITLE	Executive Director	Sally Newhall PAFD Event Manager:				
HOME #	WORK (207) 772-6828	CELL		FAX				
EMAIL	Casey@portlandmaine.com		EMAIL	Sally@seaglasseevents.com				

PARK AREA OR PUBLIC SPACE REQUESTED	Monument Square / Congress Street / Federal Street Ext. Federal Street (between Temple and Exchange)				
EVENT DAY & DATE(S)	Tree Lighting (TL) in Monument Square Friday Nov 24th and Merry Madness (MM) Thurs December 7 2017		RAIN DAY & DATE(S) (50% added fee)	NO RAIN DATE	
EVENT START TIME (i.e. set-up start time)	5pm (TL) 4pm (MM)	EVENT END TIME (i.e. when event cleanup is complete)	6:30pm (TL) 7pm (MM)	ACTUAL START & END TIME OF EVENT	Noon – 7pm (TL) Noon – 9pm (MM) for set up and breakdown of stage (TL) and tent (MM)

EVENT NAME	EXPECTED ATTENDANCE
Light Up Your Holidays Festival (Tree Lighting in Monument Square and Merry Madness)	5,000 - Tree Lighting 1,200 - Merry Madness

DESCRIPTION OF EVENT

Portland Downtown hold is annual "Light Up Your Holidays" Festival.

On Friday, November 24, 2017, from 5:00 – 6:30pm, there will be the traditional tree lighting ceremony in Monument Square and on Congress Street (with stage, entertainment and vendors). The ceremony is held rain, shine or snow.

ELEC. at black box is needed. Holiday Tree will be in place there beside the box. New this year: our Presenting Sponsor, Hood, will serve free egg nog samples to event attendees.

For the 10th year in a row, organizers have asked that they be allowed to place a 20x24' stage on Congress Street (between Preble and Elm Street) that would face out to Monument Square. This would necessitate the closing of that section of Congress Street to vehicular traffic from approximately 11am to 9pm, Friday, November 24th.

For crowd control, the tree lighting ceremony will also necessitate closing Federal Street Extension to vehicular traffic (from 4:30 – 7pm) and posted "No Parking" 2pm - 7pm. Parking needs to be reserved for musicians, subcontractors, and sponsors.

This festival area is to include Congress Street (Preble to Elm Street) and all of Monument Square, Federal Street Ext., and the nearby sidewalks (One City Center sidewalk area and Monument Way), from Center Street to Temple Street, and both sides of Congress Street in that area. Police assistance is needed for the closing of Congress Street (during the Tree Lighting Ceremony).

Also on the evening of Friday, November 24th, horse-drawn wagon rides will begin downtown, 4-8pm (pick up and drop off location: Monument Square). Wagon rides will continue Fridays, Saturdays, and Sundays: November 25, 26; December 1 (Art Walk) and 2nd, 3rd, 8th, 9th, 10th, 15th, 16th, 17th. The festival area for these events is to include Monument Square, One City Center sidewalk area and Monument Way. Festival time for the horse-drawn wagon rides will run from approximately: Friday, 4-8pm; Saturdays: 2pm – 6pm; Sunday: 1 – 5 pm. Horse & Wagon Rides will also be offered on Thursday, December 7th from 5pm to 9pm in conjunction with Merry Madness. These rides are free to the public. One wagon on Fridays + Sundays. Two wagons on Saturdays.

Additionally, we have added the following times for VIP Sponsor rides: Friday, December 1st from 2pm to 4pm and Saturday, December 9th from 12pm to 2pm. The pick-up and drop off location for VIP Sponsor rides will be at Tommy's Park at our Visitor Information Booth. We will be requesting emergency "No Parking" signs for 3-4 parking spots on Exchange Street adjacent to the park for ease of pick-up and drop-off.

Merry Madness Thursday, December 7th (Event 4-7pm)

We are requesting use of Federal Street from 12pm – 8pm for Merry Madness on Thursday, December 7th. We will be setting up a TENT (set-up beginning between 9am – 11am, depending on weather) in front of the Portland House of Music. Wine will be served under tent and inside venue. With approval from City Council, organizer requests that patrons be able to bring wine and beverages out to the street – enclosed 21+ TENT area. Tent footprint will allow access to the Post Office Parking lot will and only block the west side of Federal Street (closest to Temple Street). City PAFD Staff will be on site for Wine Garden (Security) in addition to staff at street closure.

It is anticipated that Portland Downtown will be contracting with the City of Portland to hire extra security for both the Tree Lighting and Merry Madness.

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?

The Tree Lighting is a free event, which is open to the public.
Merry Madness requires a pre-purchased ticket to enter the event. (\$15-20/per person).

IF YES FOR FEES, HOW MUCH?

FEE	\$
STUDENT FEE	\$

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?**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:	X (TL)		
*	Do you wish to set up a tent(s) ? (A canopy or tent larger than 10x10 needs to be approved by PAFD Office and a Tent Permit issued from Building Inspections; please call Inspections – 874-8703 – (buildinginspections@portlandmaine.gov) for information on their application process / PLEASE give them at least a 2-week notice). PAFD will contact Inspections once the tent location is approved so that the Tent Permit Application may go forward. State size(s): 30 x 60 Exact Location(s) of Tent Placement Requested: Federal Street in front of PHOM In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233.	X (MM)		
*	Will you be setting up tables and/or chairs ? How many tables: chairs:	X (TL & MM)		
*	Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List: stage, TV/radio van (TL)	X		
*	Will there be refreshments at the event? At the Tree Lighting, our Sponsor, Hood, will provide free egg nog samples. At Merry Madness, wine will be served (one glass per ticket/per customer, and a snack-bag is provided to each attendee, which is full of pre-packaged snacks). Do you wish to sell food ? (If so, you will need approval from PAFD and possibly a Temporary Food Service License from Business Licensing Office) List food and drink / Food Trucks, etc.: PLEASE NOTE: A Temporary Food Service License is NOT needed when: 1. Food Vendors have a current City of Portland Food License 2. Just pre-packaged refreshments, or food & drink items are purchased or donated from a licensed establishment 3. Bottled water / water is served PLEASE give the BL Office at least a 2-week notice (874-8557). A TFSL is needed when food vendors are not licensed, or when food is being prepared and cooked at the event.	X (TL & MM)		
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.)?		X	
*	Are you setting up a PA (sound) system ? Tree Lighting will have stage and full amplified sound (Rick Charette & Bubblegum Band), Merry Madness will have a jazz trio playing outside under the tent). Are you planning on having Amplified Music ? X Band? DJ? Boom Box? If so, your event may require a concert license from BL Office (874-8557). (Just voice – i.e. Press Conference, would not require the license because it is not music). However, a Sound Security Deposit may also be required for amplification. 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 (TL)		
*	Will your event require electricity ? We hire an electrician (Dan Wood) for the Tree Lighting. Electricity is available at some of the parks & squares	X (TL)		
*	Are you planning on bringing a Grill for a Barbecue ?		X	
*	Will the event require reserved parking spaces / parking meters ? How many? For the Tree Lighting, approximately 20, for Merry Madness, approximately 15, and for the	X (TL & MM)		

	VIP horse & wagon rides 3-4. "No Parking" signs may be purchased at PAFD Office, 212 Canco Rd.			
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow: Barricades for both events A few orange vests and cones may usually be borrowed from PAFD Office. Barricades and signs are borrowed from Public Works, Customer Service.	X (TL & MM)		
*	Will your event require street closures ? (Please be specific under "Description of Event") Will your event affect METRO BUS ROUTES ? Yes, from 4pm to 7pm on Congress Street (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 (TL)		
*	Will your event require Police assistance? An event such as a road race, march or parade in the street, would typically require police assistance.	X (TM & MM)		
*	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.) Porta-restrooms may be rented from any of the local companies. Units currently on site are through Associated.		X	

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (Commercial liability insurance is required for a walkathon, race, festival, press conference, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)	X ON-FILE BUT ALCOHOL LIABILITY STILL NEEDED		
♦ If you answered YES, you shall procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement, for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. The terms of this permit and the insurance coverage shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. You shall also be responsible for any and all deductibles and/or self-insured retentions. ♦ Both the Certificate of Insurance and Additional Insured Endorsement shall be sent to tvm@portlandmaine.gov and must state that the policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).				

PUBLIC ASSEMBLY FACILITIES DIVISION 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.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where food is being served.

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. Do not use existing trash barrels or the metal liners inside. 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; if park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

MARKING OF GROUNDS

Event Organizers must not use Spray Paint or Spray Chalk when marking city property.
Children's Art Chalk can be used with permission from PAFD Office.

ADA COMPLIANCE

Event organizer must comply with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act (MHRA), including maintaining the permitted use area and all public rights-of-way accessible during the entirety of the permitted event. In the event the permitted area is rendered inaccessible to disabled persons, and/or by request of PAFD staff, the organizer shall act immediately to provide accessibility. All requests to provide interpretive services shall be the responsibility of the organizer to provide and pay for such services. The organizer shall defend, indemnify, and hold the City harmless from any and all liability and damages resulting from alleged violations of the ADA and/or MHRA.

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

PAFD 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	CTG	DATE	9/29/17
--	---------------	-----	------	---------

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, defend, 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	CTG	DATE	9/29/17
--	---------------	-----	------	---------

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

TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (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) Number of Hours of Use: Approx.	\$ waived	Vest/Cone Deposit: \$15 per/item Barricade Deposit: \$25 per/item	\$?
Admin/Staff Fee (support for events): \$30/hour	\$ TBD	Public Space / Park Security Deposit: Sound Security Deposit \$100 - \$1000	\$ TBD
Key Deposit: \$50 per key	\$	Other (Porta-Restroom User Fee: \$25, etc.)	\$
Impact/Street Closure Fee (variable based on impact): \$100-\$500	\$ waived		

FOR OFFICE USE ONLY

DATE REC'D APPLICATION	9-29-2017	DATE REC'D INSURANCE	Need Alcohol Liability	PERMIT FEE AMT REC'D	\$ waived	SECURITY DEPOSIT	\$?
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PAYMENT TYPE

VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT	\$
------	----	----	----	------	-----------	----	----------	----

*Order 81-1718
Tab 9 10-16-17*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Apple Nine Hospitality Management, Inc DBA Residence Inn Portland
Downtown/Waterfront. Application for a Class I-A Hotel 41+ rooms at 147 Fore Street.**

JENSEN BAIRD GARDNER HENRY

Attorneys at Law

DAVID J. JONES
RICHARD H. SPENCER, JR.
LAWRENCE R. CLOUGH
RONALD A. EPSTEIN
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DEBORAH M. MANN
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R. LEE IVY

NATALIE L. BURNS
SALLY J. DAGGETT
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BRENDAN P. RIELLY
NICHOLAS J. MORRILL
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MICHAEL A. NELSON
JOSEPH C. CARLETON, JR.
OF COUNSEL

RAYMOND E. JENSEN
(1908-2002)
KENNETH BAIRD
(1914-1987)
M. DONALD GARDNER
(1918-2003)

YORK COUNTY OFFICE

11 MAIN STREET, SUITE 4
KENNEBUNK, MAINE 04049
(207) 985-4676 (Phone)
(207) 985-4932 (Fax)

September 25, 2017

Mayor Ethan Strimling
And Members of the City Council
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Apple Nine Hospitality Management, Inc., d/b/a Residence Inn Portland/Waterfront
Application for Food Service Establishment With Alcoholic Beverages
Department of Public Safety Liquor License

Dear Mayor Strimling:

We represent Apple Nine Hospitality Management, Inc., which is under contract to become the owner of the (Marriott) Residence Inn Portland/Waterfront hotel located at 145, aka 147, Fore Street in Portland. The Hotel has been operating in Portland since 2009.

The Hotel will be providing limited food and alcoholic beverage services to its guests and invitees. In connection with this, our client has filed today the following:

- Application for Food Service Establishment With Alcoholic Beverages;
- Department of Public Safety Liquor License;
- Plan of the Hotel designating where service will be provided;
- Copy of Application For Authority To Do Business as filed with the office of the Maine Secretary of State, and which includes the Certificate of Good Standing from the Commonwealth of Virginia;
- Menu; and
- Payment of the application and publication fees.

It is the intent of Apple Nine Hospitality Management, Inc. to have the Hotel serve or provide beer, wine and liquor and a limited food service to its guests and their invitees in the same manner as conducted at present. Apple Nine will be retaining the current management of the Hotel as part of the sale transaction.

~ Over 60 Years of Service ~

Jensen Baird
Gardner Henry

September 25, 2017
Page 2

The location of services is shown on the filed Plan, and the particular rooms are identified. All service will be provided within the building in the rooms denoted on the First Floor Plan as the "Bar/Lounge," "Restaurant," Meeting Rooms, and second floor Grill and Outdoor Seating in the Courtyard. There is a breakfast food service for guests. Some limited foods are served in connection with meetings at the Hotel for guests and their invitees. The limited food and the beverage services include afternoon receptions and small meetings.

This application includes the sale of bottled beer and wine on a limited basis from the "Market." As general matter, this will largely be for the use of Hotel guests.

I understand from my conversation with your office today that this will be placed on the Council Agenda on October 16th public hearing agenda for this application, as required by Section 653 of Title 28A of the Maine Revised Statutes. If there is anything further that we can provide, please let us know.

Very truly yours,


Leslie E. Lowry

Portland, Maine



Yes. Life's good here.

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

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	Residence Inn Portland Downtown/Waterfront 145 Fore Street	Phone:	207-761-1660
Location Address:	Portland, Maine	Zip:	04101
If new, what was formerly at this location:			
Mailing Address:	145 Fore Street, Portland, Maine	Zip:	04101
Contact Person:	Matthew Nolan	Phone:	207 761-1660
Contact Person Email:	matthew.nolan@marriott.com		
Manager of Establishment:	Matthew Nolan	Date of Birth:	6/30/1982
		Phone:	207 761-1660
Owner of Premises (Landlord):	Apple Nine Hospitality Ownership, Inc.		
Address of Premises Owner:	914 E. Main Street, Richmond, VA	Zip:	23219

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	
Apple Nine Hospitality Management, Inc.		814 E. Main Street, Richmond, VA	
		Zip:	23219
Contact Person:	David Buckley, Vice President	Phone:	804-344-8121
Principal Officers	Title	Date of Birth	Residence Address
Bryan F. Peery	President	9/24/1964	8258 Powhickery Dr., Mechanicsville, VA 23116
David Buckley	Vice President	10/26/1967	9219 Stephens Manor Dr., Mechanicsville, VA 23116

About Your Establishment

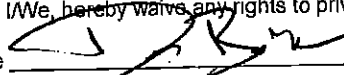
Class of Liquor License:	1-A		
Type of food served:	Complimentary Breakfast only		
Please circle all that will be served:	☒ Beer	☒ Wine	☒ Liquor
Projected percentage of sales:	Generated from Food: ☒	Generated from Alcohol:	100%
Hours & days of operation:	Hours is open 24 hours		

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open? <i>Complimentary breakfast only</i>	☒
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	☒
Will you permit dancing on the premises?	☒
Will you permit dancing after 1:00 a.m.?	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒
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)?	☒
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	<i>N/A</i>
What is your targeted opening date? <i>10-15-17</i>	
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):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒
If Yes, please explain:	

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

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

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

Signature  Title Vice President Date 9-2-17

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

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

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

NEW application: ☐ Yes ☐ No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: Apple Nine Hospitality Management, Inc.		Business Name (D/B/A) Residence Inn Portland Downtown/Waterfront	
APPLICANT(S) –(Sole Proprietor) DOB:		Physical Location: 145 Fore Street	
DOB:		City/Town	State Zip Code
		Portland	Maine 04101
Address		Mailing Address	
		145 Fore Street	
City/Town	State Zip Code	City/Town	State Zip Code
		Portland, Maine	04101
Telephone Number	Fax Number	Business Telephone Number	Fax Number
		207-761-1660	
Federal I.D. # 26-1379494		Seller Certificate #: or Sales Tax #: pending	
Email Address: Please Print matthew.nolan@marriott.com		Website: http://www.marriott.com/hotels/travel/pwmdt-residence-inn-portland-downtown-waterfront/	

If business is NEW or under new ownership, indicate starting date: 10/15/2017

Requested inspection date: 10/15/2017 Business hours: _____

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: 179
- State amount of gross income from period of last license: ROOMS \$ 9,170,747 FOOD \$ 400 LIQUOR \$ 109,523
- Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

 License # Name of Business (Use an additional sheet(s) if necessary.)

Physical Location City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
6. If manager is to be employed, give name: Matthew Nolan
7. Business records are located at: 145 Fore Street, Portland, ME
8. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐
9. Is/are applicant(s) residents of the State of Maine? YES ☐ NO ☒
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Matthew Nolan, General Manager	6/30/1982	Johnson, VT
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Conway NH, Intervale NH, Manchester NH		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒
- Name: _____ Date of Conviction: _____
- Offense: _____ Location: _____
- Disposition: _____ (use additional sheet(s) if necessary)
12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____
13. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒
14. Does/do applicant(s) own the premises? Yes ☒ No ☒ If No give name and address of owner: _____
Apple Nine Hospitality Ownership, Inc., 814 E. Main Street, Richmond, VA 23219
15. Describe in detail the premises to be licensed: (On Premise Diagram Required) _____
hotel bar - see attached.
16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☐ NO ☐ Applied for: ☒
17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1500
Which of the above is nearest? Church
18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒
If YES, give details: _____

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

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

Dated at: Richmond, Virginia on September 22, 2017
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Print Name

Signature of Applicant or Corporate Officer(s)

David Buckley, Vice President

Print Name

FEE SCHEDULE

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

Class I Spirituous, Vinous and Malt \$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) \$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only \$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III Vinous Only \$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only \$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) \$ 495.00
CLASS V: Clubs without catering privileges.

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

Class XI Spirituous, Vinous and Malt – Restaurant Lounge \$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.

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

cense that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).] [2003, c. 213, §1 (AMD).]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW).]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD).]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD).]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW).]

[2009, c. 81, §§1-3 (AMD).]

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c. 730, §27 (RP).]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD).]

[1995, c. 140, §6 (AMD).]

4. No license to person who moved to obtain a license. [1987, c. 342, §32 (RP).]

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

[1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF).]

Please be sure to include the following with your application:

Completed the application and sign the form.

Signed check with correct license fee and filing fee.

Your local City or Town's signature(s) are on the forms.

Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).

Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.

Complete the Corporate Information sheet for all ownerships except sole proprietorships.

If you have any questions regarding your application, please contact us at (207) 624-7220.



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

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

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

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

Please clearly complete this form in its entirety.

1. Exact legal name: Apple Nine Hospitality Management, Inc.

2. Doing Business As, if any: _____

3. Date of filing with Secretary of State: 11/8/2007 State in which you are formed: VA

4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
8/18/2017

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

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Bryan F. Peery	8258 Powhickery Drive Mechanicsville, VA 23116	9/24/1964	Director, President	0
David P. Buckley	9219 Stephens Manor Drive Mechanicsville, VA 23116	10/26/1967	Vice President	0

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

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

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

Yes ☐ No ☒ If Yes, Name: _____ Agency: _____

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

Yes ☐ No ☒

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

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:


Signature of Duly Authorized Person

Date

9-22-17

David Buckley, Vice President

Print Name of Duly Authorized Person

Submit Completed Forms to:

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

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

DIVISION USE ONLY	
☐	Approved
☐	Not Approved
BY:	

ON PREMISE DIAGRAM

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

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.

See attached.

RESTAURANT

GUEST ROOM
ENTRANCE

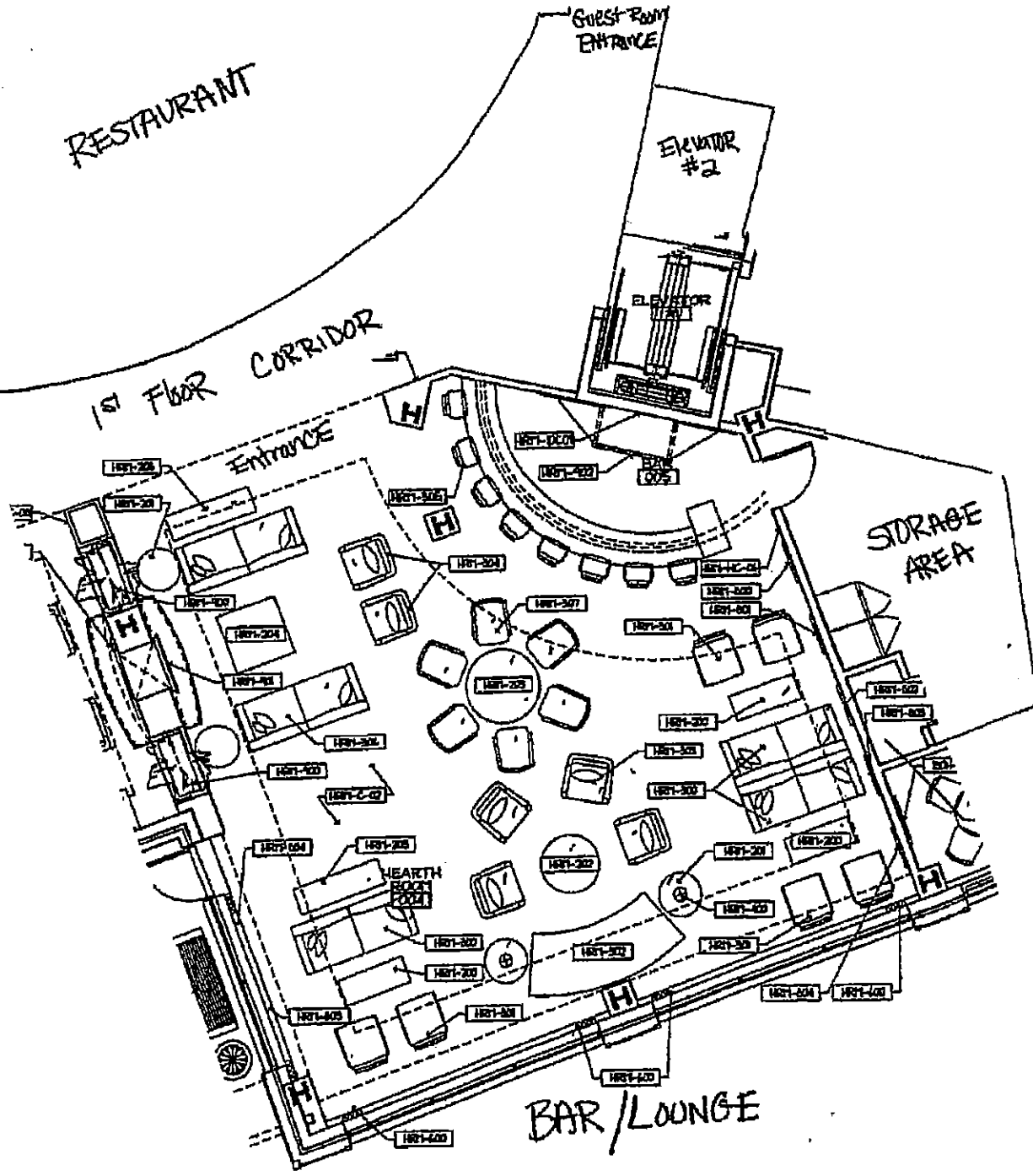
ELEVATOR
#2

1st FLOOR CORRIDOR

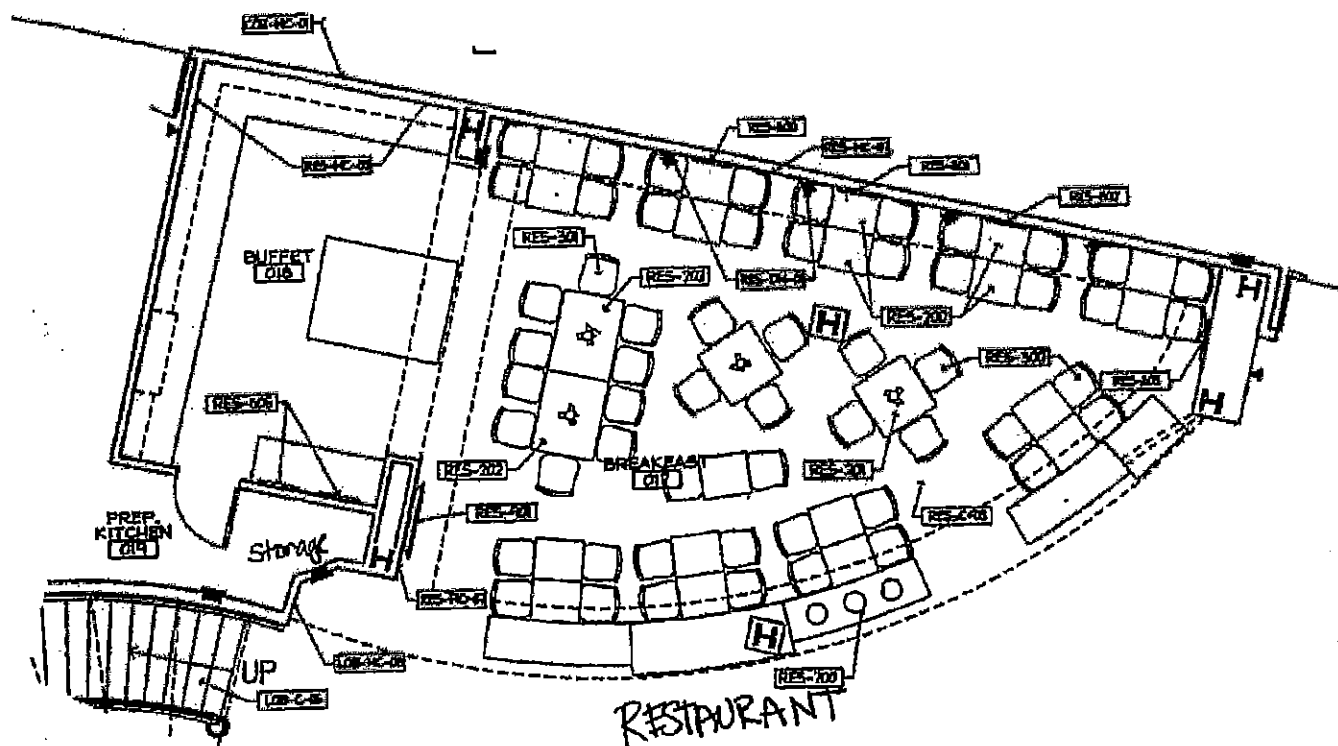
Entrance

STORAGE
AREA

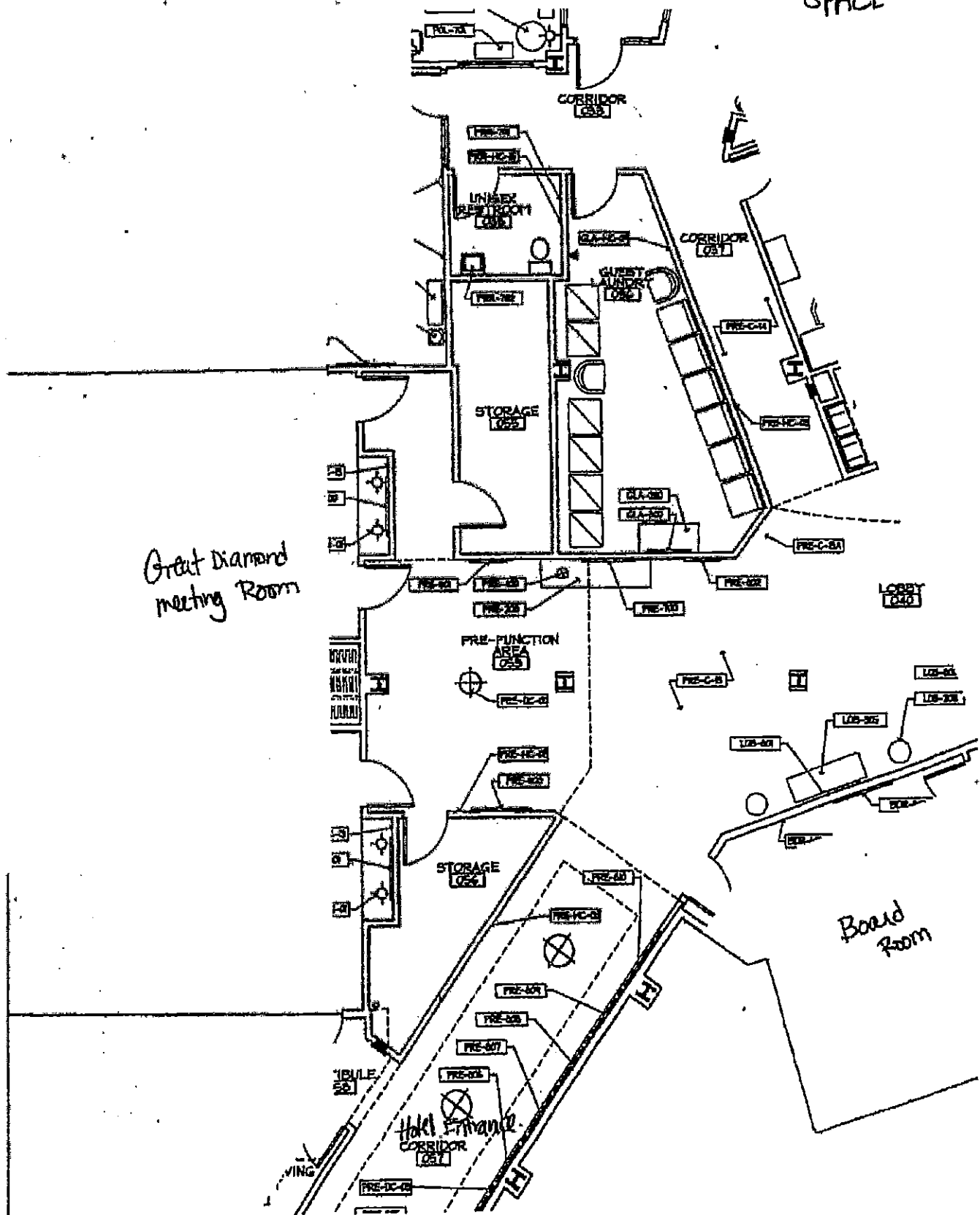
BAR/LOUNGE

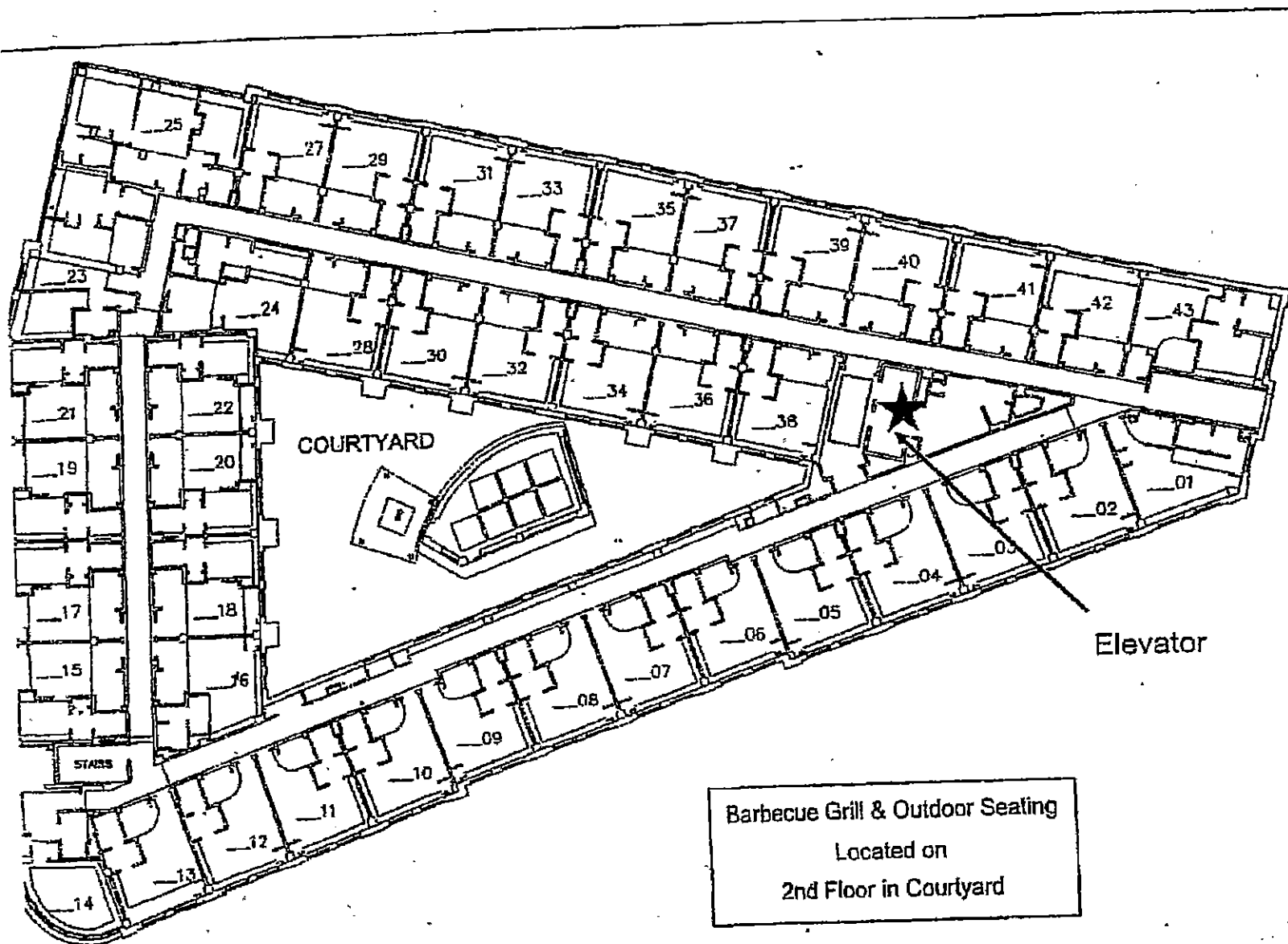


1st Floor
guest
Rooms



12. Floor
MEETING-
SPACE

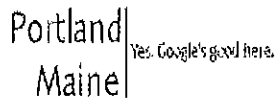




guest room Floor 2-5

The Mix 4 Week Cycle Menu for July / August / September

	Monday	Tuesday	Wednesday
Week 1	It's On: TV Event recommended time 7:30-9:00 pm With Liquor License- Core Beer, Wine & Sodas Without Liquor License- Strawberry Speckled Lemonade Flatbread Bites: Monterey Jack, scallions & bacon honey mustard, havarti & apple Warm olives Fresh Popcorn: toasted coconut or buffalo style Sweet Healthy: fresh cut fruit Sweet Snack: Starburst candies	Off the Grill recommended time 6:00-7:30 pm With Liquor License- Core Beer, Wine & Sodas Without Liquor License- Strawberry Speckled Lemonade Green Salad: mixed greens with ranch and Italian dressings Other Salad: potato salad Entrée: grilled bratwurst in french roll <i>Optional:</i> veggie dogs or veggie burgers Condiments: grain mustard, fresh chopped onions, relish, warm sauerkraut, shredded cheddar cheese Fresh cut fruit	Mix It Up: Just Desserts recommended time 7:00-8:30 pm With Liquor License- Core Beer, Wine & Sodas Without Liquor License- Monin & Perrier Soda Station Sweet Indulgence: S'mores (premade or build your own) Sweet Healthy: fresh cut fruit Sweet Healthy: Strawberry Dip with graham crackers Savory Snack: Cheddar filled warm pretzel bites with mustard
Week 2	It's On: Music Fireside Evening recommended time 6:00-7:30 pm With Liquor License- Red & White Sangria Station (In addition to Core) Without Liquor License- Monin & Perrier Soda Station Cheese: wedge of extra sharp cheddar, baguette slices Dip: Sabra hummus with Stacy's pita chips Crudites: carrot & celery sticks with ranch dressing Sweet Snack: Hershey's minis Savory Snack: potato chips	Off the Grill recommended time 6:00-7:30 pm With Liquor License- Core Beer, Wine & Sodas Without Liquor License- Strawberry Speckled Lemonade Green Salad: mixed greens with ranch and Italian dressings Other Salad: coleslaw Entrée: grilled hamburgers in sesame seed buns Optional: veggie burgers Condiments: Iceberg lettuce cups, sliced tomatoes, sliced American cheese; PC ketchup, mustard, mayo Watermelon	Mix It Up Local Flavors: Food Truck recommended time 6:00-7:30 pm With Liquor License- Red & White Sangria Station (In addition to Core) Without Liquor License- Monin & Perrier Soda Station Per discussion with food truck; Items should "highlight the local" and/or be signatures of the food truck. Prices should run in the \$7 - \$10 range for a meal
Week 3	It's On: TV Event recommended time 7:30-9:00 pm With Liquor License- Core Beer, Wine & Sodas Without Liquor License- Strawberry Speckled Lemonade Bacon Cheddar Horseradish Spread: with baguette crisps Fresh Popcorn: toasted coconut or buffalo style Crudites: bell peppers, cucumbers and fresh pita wedges with lemon creek yogurt dip Sweet Healthy: fresh cut fruit Sweet Snack: Starburst candies	Off the Grill recommended time 6:00-7:30 pm With Liquor License- Core Beer, Wine & Sodas Without Liquor License- Strawberry Speckled Lemonade Green Salad: Caesar salad Other Salad: tomato & cucumber salad Entrée: grilled Italian sausage with peppers & onions in crusty roll <i>Optional:</i> veggie dogs or veggie burgers Condiments: warm marinara sauce Cantaloupe	Mix It Up: Just Desserts recommended time 7:00-8:30 pm With Liquor License- Core Beer, Wine & Sodas Without Liquor License- Monin & Perrier Soda Station Sweet Indulgence: Waffle Sundae Bar Sweet Healthy: fresh cut fruit Savory Healthy: citrus spiced olives Savory Snack: spicy rice crackers snack mix
Week 4	It's On: Music or Fireside Evening recommended time 6:00-7:30 pm With Liquor License- Red & White Sangria Station (In addition to Core) Without Liquor License- Monin & Perrier Soda Station Cheese: wheel of brie with baguette slices Dip: spinach & artichoke dip with white corn tortilla chips Crudites: grape tomatoes, carrot & cucumber sticks with ranch dressing Sweet Snack: Swedish fish Savory Snack: pretzels	Off the Grill recommended time 6:00-7:30 pm With Liquor License- Core Beer, Wine & Sodas Without Liquor License- Strawberry Speckled Lemonade Green Salad: mixed greens; ranch & Italian dressings Other Salad: Asian slaw Entrée: grilled chicken breast in sesame seed buns Optional: veggie burgers Condiments: Iceberg lettuce cups, sliced tomatoes, sliced American cheese; PC ketchup, mustard, mayo Watermelon	Mix It Up Local Flavors: Food Truck recommended time 6:00-7:30 pm With Liquor License- Red & White Sangria Station (In addition to Core) Without Liquor License- Monin & Perrier Soda Station Per discussion with food truck; Items should "highlight the local" and/or be signatures of the food truck. Prices should run in the \$7 - \$10 range for a meal



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Residence Inn Portland Downtown/Waterfront

Kevin Cashman <kevinc@portlandmaine.gov>

Mon, Sep 25, 2017 at 3:32 PM

To: David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Rachel Smith <rms@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.
Kevin C.

On Mon, Sep 25, 2017 at 13:56 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:
Good Afternoon

Please see the attached application for Residence Inn Portland Downtown/Waterfront, 147 Fore Street. This is for a Class I-A Hotel. This license will go before the City Council on 10/16. They are looking for a seamless transition from one owner to the next. No changes are being made to the facility.

Owner is
Apple Nine Hospitality Ownership Inc

Contact is
Matthew Nolan
207-761-1660
matthew.nolan@marriott.com

The information has been added to UI for approvals. Thank you Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D370698

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-09-25) :

Inquiries Name(s)

DAVID BUCKLEY (1967-10-26)

NO MATCH WAS FOUND FOR YOUR REQUEST.



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D370689

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-09-25) :

Inquiries Name(s) **BRYAN PEERY (1964-09-24)**

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

September 25, 2017

Apple Nine Hospitality
145 Fore Street
Portland, Maine 04101

**Re: Apple Nine Hospitality Management, Inc DBA Residence Inn Portland
Downtown/Waterfront. Application for a Class I-A Hotel 41+ rooms at 147 Fore
Street.**

Dear Mr. Nolan,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday October 16, 2017 at 5:30 p.m.**, for the review of an application for a Class I-A Hotel 41+ rooms at 147 Fore Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 16th at 5:30 P.M., in City Council Chambers, 389 Congress St., Apple Nine Hospitality Management, Inc DBA Residence Inn Portland Downtown/Waterfront. Application for a Class I-A Hotel 41+ rooms at 147 Fore Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

Resolution 4-17/18
Tab 10 10-16-17

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**RESOLUTION EXPRESSING SUPPORT FOR THE CREATION OF
THE PORTLAND PARKS CONSERVANCY**

WHEREAS, the City of Portland Department of Parks, Recreation & Facilities continues to perform exemplary work to maintain and foster resident engagement with our local parks, trails and open spaces; and

WHEREAS, the Portland Parks Commission, in its 2015-2016 annual report, emphasized that it is important to establish and maintain partnerships "between municipalities and local constituency groups" for the future fiscal sustainability and overall success of our local parks; and

WHEREAS, Elliottsville Plantation, Inc. initiated conversations in early 2017 with City officials and Parks Commission members about their interest in starting a conservancy to raise private capital to support local parks, trails and open spaces; and

WHEREAS, a six-person committee that includes a representative from the City was created and began meeting this September with the express purpose of determining the ideal structure of such a conservancy; and

WHEREAS, in conducting this work the committee aims to foster close collaboration with the City and other local stakeholders and strive for a process that is participatory and transparent to the public; and

WHEREAS, the City will be a participant in helping to determine the final structure of the conservancy; and

WHEREAS, the City of Portland's 2017 Comprehensive Plan states: "Portland commits to sustain and build our system of parks, trails, and open spaces to enhance our quality of life, protect our environment, and promote the economic well-being of our remarkable city by the sea."

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby expresses its support and enthusiasm for the ongoing work to determine the structure of this partnership and to create the Portland Parks Conservancy to support our local parks, trails and open spaces.

MEMORANDUM
City Council Agenda Item

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

FROM: Councilor Belinda S. Ray

DATE: October 10, 2017

SUBJECT: Resolution Expressing Support for the Creation of the Portland Parks Conservancy

SPONSOR: Councilor Belinda S. Ray

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action 10/16/2017__

Can action be taken at a later date: ____ Yes ____ X No (If no why not?) Meetings are ongoing, and this support would record the City Council's position

PRESENTATION: (List the presenter(s), type and length of presentation) Comments from Councilor Belinda S. Ray

I. ONE SENTENCE SUMMARY

Elliotsville Plantation, Inc. is interested in supporting Portland City parks with a conservancy formed of its own representatives, city officials, and others, and through the adoption of this resolution the City Council seeks to express its support for the creation and goals of this conservancy.

II. AGENDA DESCRIPTION

Private funding has been behind some of the most notable park improvement projects around the country over the last decades, including in Central Park in New York City. Elliotsville Plantation, Inc., which was involved in the central Maine land transfer that has been accepted as a national monument by the federal government, is interested in supporting Portland parks through a conservancy formed of its own representatives, city officials, and others. In the future, this non-profit corporation may consider providing private funding for park improvements, as parks matters come before the conservancy.

Following its action on this resolution, the City Council may consider the creation of a parks conservancy in a structure that the informal group meeting now would bring to a future Council meeting, after being reviewed by a Council standing committee.

III. BACKGROUND

According to a February 2015 report from the Trust for Public Land, "Public Spaces/Private Money," there are 35,000 acres in the United States under the care of a variety of Parks Conservancies.

From the report's conclusion:

"The lessons from the urban park conservancy experience thus far have been clear. Conservancy operations need to be transparent, conservancy boards must be broad-based and representative of the public, conservancy input and decision-making must be carefully paced and well-publicized, conservancy staff must be treated as well as workers in the public sector, and communication with the public must be outstanding—from press releases to signage. In many ways, a conservancy must do everything that a city park agency does, while also generating a lot of donations. Although conservancies can sometimes operate with greater freedom and latitude than city agencies, they must take care not to commit the abuses that prompted government rules in the first place."

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

A formalized parks conservancy that would promote private-public partnership in the care and improvement of Portland parks.

V. FINANCIAL IMPACT

Private support for the parks is more likely to enlarge the projects that are undertaken, and less likely to replace funding already budgeted to care for the city parks.

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

See above.

VII. RECOMMENDATION

Corporation Counsel has reviewed this resolution and approves of it as to form.

VIII. LIST ATTACHMENTS

Resolution.

Prepared by: Nancy English

Date: October 10, 2017

MEMORANDUM
City Council Agenda Item

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

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DATE: October 10, 2017

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VIII. LIST ATTACHMENTS

Resolution.

Prepared by: Nancy English

Date: October 10, 2017

*Resolved 5-17/18
Tab 11 10-16-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**RESOLUTION SUPPORTING THE AMICUS BRIEF
RE: MASTERPIECE CAKESHOP V. COLORADO CIVIL RIGHT COMMISSION**

WHEREAS, the City Council of Portland, Maine, recognizes that no one in the city should suffer discrimination on the basis of sexual preference; and

WHEREAS, the City Council of Portland, Maine, approved the Human Rights provisions in its Code of Ordinances, Chapter 13.5, on May 11, 1992, which states that discrimination on the basis of sexual orientation in employment, housing, and the provision of credit or public accommodations is prohibited; and

WHEREAS, the owner of the Masterpiece Cakeshop in Lakewood, Colorado, refused to sell a cake to a gay couple who ordered one for their wedding reception, claiming to have the right to deny them its services on the basis of its religious freedom and free speech rights; and

WHEREAS, the Colorado Civil Rights Commission found that that refusal violated the state's anti-discrimination law; and

WHEREAS, Masterpiece Cakeshop appealed that ruling and lost in the Colorado Court of Appeals, and is now appealing the finding before the United States Supreme Court; and

WHEREAS, Freedom for All Americans, a bipartisan organization working to preserve and secure nondiscrimination protection for Lesbian Gay Bisexual and Transgender (LGBT) persons in the United States, has asked the City of Portland to sign an amicus brief supporting the finding of the Colorado Civil Rights Commission; and

WHEREAS, a successful appeal of this decision would threaten the City of Portland's ability to protect its citizens from discrimination under its local ordinance by allowing businesses to refuse to serve whomever they please without regard for their customers' rights:

NOW, THEREFORE, BE IT RESOLVED, that the Portland City Council hereby authorizes Corporation Counsel to join and/or sign the amicus brief in the case of Masterpiece Cakeshop v. the Colorado Civil Rights Commission, in support of its longstanding opposition to discrimination.

MEMORANDUM
City Council Agenda Item

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

FROM: Mayor Ethan K. Strimling

DATE: October 10, 2017

SUBJECT: Resolution Supporting the Amicus Brief Re: Masterpiece Cakeshop v. Colorado Civil Right Commission

SPONSOR: Mayor Ethan K. Strimling

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ **Final Action** 10/16/2017

Can action be taken at a later date: ____ Yes ____ X No **(If no why not?).** The amicus brief will be filed before the end of the month, and the deadline for participating entities to sign is October 23, 2017.

PRESENTATION: (List the presenter(s), type and length of presentation) Corporation Counsel Danielle West-Chuhta should have received a draft of the brief before the council meeting (still being written as of the date of the agenda's publication), and can answer questions.

I. ONE SENTENCE SUMMARY

The City of Portland should add its support to a brief in support of the finding that Masterpiece Cakeshop violated nondiscrimination laws, a finding now in front of the United State Supreme Court in an appeal, thereby protecting its own residents from discrimination on the basis of religious freedom or free speech.

II. AGENDA DESCRIPTION

Freedom for All Americans, a bipartisan organization working to preserve and secure nondiscrimination protection for Lesbian Gay Bisexual and Transgender (LGBT) persons in the United States, has asked the City of Portland to sign an amicus brief supporting the finding of the Colorado Civil Rights Commission in Masterpiece Cakeshop v. the Colorado Civil Rights Commission, now before the United State Supreme Court.

The Commission found that Masterpiece Cakeshop, a Lakewood, Colorado cake company, had violated nondiscrimination laws when it refused a cake order from a gay couple for their

wedding ceremony. The business appealed that ruling, and lost its appeal in the Colorado Court of Appeals.

Attorneys from the Santa Clara County of California and the Los Angeles City Attorney's Office have drafted the brief, which argues that enforcement of anti-discrimination laws is critically important to protecting human rights. Those attorneys also depict the harm for local enforcement that would result from granting the Masterpiece Cakeshop an exemption from nondiscrimination laws. In Portland's case, a Human Rights Ordinance has been on the books and enforced since 1992. If the cakeshop's argument wins the day, it would appear that any business could decide to ignore nondiscrimination laws on the basis of freedom of speech or freedom of religious.

III. BACKGROUND

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The brief argues for the importance of nondiscrimination.

V. FINANCIAL IMPACT

None.

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

See above.

VII. RECOMMENDATION

Corporation Counsel has reviewed this resolution and approves of it as to form.

VIII. LIST ATTACHMENTS

Resolution Supporting the Amicus Brief Re: Masterpiece Cakeshop v. Colorado Civil Right Commission

Mary L. Bonauto, Symposium: Commercial products as Speech – When a cake is just a cake, posted on www.scotusblog.com, September 15, 2017.

Prepared by: Nancy English

Date: 10/10/2017

Bean/agendarequestmemo/rev 11/2015

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Editor's Note : On Wednesday the court hears oral argument in *National Association of Manufacturers v. Department of Defense*. Miriam Seifter has our preview.
On Wednesday the court also hears oral argument in *Jesner v. Arab Bank, PLC*. Amy Howe has our preview.

Breaking News : Today the Supreme Court set two original jurisdiction cases, *Texas v. New Mexico* and *Florida v. Georgia*, for oral argument "in due course."
The court called for the views of the solicitor general in *Apple v. Pepper*, an antitrust class action over standing of indirect purchasers to sue for damages (case page here).
The court denied certiorari in *Bahlul v. United States*, on whether Guantanamo military commissions can try purely domestic offenses (case page here).
The order list is here.



Mary Bonauto Guest

Posted Fri, September 15th, 2017 10:24 am

Email Mary

Bio & Post Archive »

Symposium: Commercial products as speech – When a cake is just a cake

Mary L. Bonauto is the Civil Rights Project Director at GLBTQ Legal Advocates & Defenders.

This case is not really about a cake. It is about equal citizenship of gay people, and whether we may engage in the kinds of ordinary transactions others take for granted in the commercial marketplace and beyond. Will moral objections to who we are and whom we love be accorded constitutional supremacy over ordinary human decency, over the Golden Rule, over the long-standing American rule of businesses dealing with all comers? Will these objections justify closing the door on LGBT people and, once again, marking them – including the youth who had begun to hope that they could live a full life – as outcasts and inviting further discrimination?

To circumvent the demands of equality, both Masterpiece Cakeshop and the Department of Justice as amicus seek to draw new constitutional lines about speech in the marketplace – either as “pure speech” or “expressive conduct” – because of the personal creativity that can be involved in making products for sale or providing services. A wedding cake is “not an ordinary baked good; its function is more communicative and artistic than utilitarian,” the government writes.

But exempting businesses from anti-discrimination laws based on personal creative efforts in making a product or providing a service creates a massive hole in those protections. Throughout our existence, humans have used their hands to design, cut, shape and mold products, whether with clay, stone, cloth, metal or edible substances. Earning a living from the sweat of one's brow coexists with human creativity, with the passion for cutting hair or cooking food, with designing and sewing clothing – with making something both functional and beautiful. Uplifting the dignity and creativity in all work, Dr. Martin Luther King spoke of the “street sweeper” who could “sweep streets like Michelangelo painted pictures; sweep streets like Handel and Beethoven composed music; sweep streets like Shakespeare wrote poetry.” Studs Terkel's 1970s classic “Working” speaks to the human drive to act and create distinctively, even in mundane tasks, and how the inability to do so feels like imprisonment. And yet we have never equated the human creativity involved in producing a myriad of products and services for public sale as grounds for denying the sale of those products or services to a class of customers because of who they are.

The cakeshop's counsel says the bakery's owner “intends to, and does in fact, communicate through” the cakes the bakery sells. However, most of us would think that the message of a special occasion or celebration is the message of those marking the occasion – those celebrating – who plan and even choreograph their event, and know what and why they are celebrating. Not just the baker, but all vendors are the conduits for the celebrants' expression. Even a student should understand that. But inherent in the cake, the cakeshop says, is the baker's personal message that a marriage has occurred and should be celebrated, something that is sacrilegious to him in the case of same-sex couples' marriages.

We do not impugn the baker's beliefs by remarking on the astonishing breadth of that claim. We have never thought that a bakery takes a position one way or another when making and selling a cake to celebrate a wedding, bat mitzvah or first communion, a baby shower or a birthday celebration. Under the test advanced by the cakeshop and DOJ, a bakery could refuse an order for a baby-shower cake when a married same-sex couple is expecting their first child because the baker believes this birth should not be celebrated, and that a same-sex couple should not be the child's parents.

The cakeshop claims a willingness to sell “pre-made” products to gay people, but wouldn’t the proposed rule allow a bakery to refuse any cake order for same-sex couples because serving them could be construed as showing support for them as they reach milestones in their shared lives? Under that rule, a copy shop could refuse to print birth announcements for same-sex couples, and a funeral home could deny funeral services to a same-sex spouse, as one did not long ago. For this and other reasons, the status (being LGBT) versus conduct (marrying) distinction the cakeshop relies on is chimerical. Gay people marry other gay people, and a new, constitutionally-based objection to conduct and marriage could be wielded far more broadly.

Looking beyond this case, it is clear that although the present controversy may focus on marriage and same-sex couples, if the Supreme Court were to accept a rule that simply providing commercial goods or services conveys a message of approval and endorsement that cannot be compelled, then public-accommodations protections will evaporate and many will suffer. Would vendors who sew gowns, design place-setting graphics, perform music, cater the food or decorate the wedding limousine have free rein to deny wedding services to Jewish and Muslim couples who do not accept Jesus Christ as their lord and savior, to Christians who do, and to those customers lacking any faith at all? Whether a product or service is wedding-related or not, if its production, sale or delivery is seen as freighted with messages of approval and endorsement, then many or most places of public accommodation can be swept in.

Faced with the real threat that businesses will be emboldened to deny service beyond the facts of this case, we know only that DOJ (rightly) believes “eliminating private racial discrimination” is a sufficient interest to justify application of a public-accommodation law to an objector. Many of us would have hoped that DOJ would recognize that gender, religion, national origin and sexual orientation are also important interests, as do many state legislatures. Yet the federal government has all but stated that preventing harm to gay people is barely an interest at all.

Nor is there any reason to think that this rule would not reach all civil-rights laws. Why, for example, would laws prohibiting sex discrimination still foreclose a male business owner from refusing to hire women, married or unmarried, if his religion instructs him that they should be at home and not in the workforce, or if he asserts that requiring him to hire women would express something contrary to his beliefs? And what of the landlord who renovates and rents apartments?

To support its argument that requiring a baker to make a wedding cake is compelled speech, DOJ maintains that each product has a life of its own that carries messages of its originator, who may therefore be seen as compelled to “literally” or “figuratively” participate in the event when they have made a product “that performs an important expressive function in the ceremony.” The cakeshop and DOJ rely heavily on *Hurley v. Irish-American Gay, Lesbian & Bisexual Group of Boston* and *Boy Scouts of America v. Dale*. But a for-profit business open and selling goods to the general public is neither a private parade marching to make a point, like the veterans groups organizing the St. Patrick’s Day parade in *Hurley*, nor a private association like the Boy Scouts, and the government can regulate businesses like the former in a way it cannot regulate the latter.

If a product does not express a particular, discernible message, or is understood not to be the vendor’s speech, the cakeshop’s compelled-speech-and-expression claim simply fails. To repeat: When a couple buys a wedding cake, it is for their wedding, their celebration, and everyone knows it is their messages that are communicated by their event and its trappings. “Customizing” products and services for events is typical because customers of all kinds want their events to feel special, to be their own. Indeed the cakeshop acknowledges that before designing a cake, a store representative “meets with the couple to learn their desires, personalities, preferences, and wedding details.” Why – other than to be sure that the cake conveys the couple’s beliefs, ideas and messages? How then can the cakeshop ask the Supreme Court to regard the cake as the embodiment of its owner’s personal beliefs and a distinct message of approval for the customers and their celebration? When all is said and done, a beautiful cake remains a cake. And discrimination remains discrimination.

Posted in *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Commission*, Summer symposium on *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Commission*, Featured, Special Features

Recommended Citation: Mary Bonauto, *Symposium: Commercial products as speech – When a cake is just a cake*, SCOTUSblog (Sep. 15, 2017, 10:24 AM), <http://www.scotusblog.com/2017/09/symposium-commercial-products-speech-cake-just-cake/>

Tab 12 10-16-17

Order 15-17/18

Motion to postpone to August 21, 2017: 9-0 on 7/24/2017

Motion to postpone to September 18, 2017: 8-0 (Ray absent) on 8/21/2017

Motion to postpone to October 16, 2017: 9-0 on 9/18/2017

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING AGREEMENT BETWEEN PORTLAND, PORTLAND AREA
COMPREHENSIVE TRANSPORTATION SYSTEM
AND MAINE DEPARTMENT OF TRANSPORTATION
RE: BRIGHTON-DEERING-FALMOUTH INTERSECTION ROUNDABOUT**

ORDERED, that the three-party agreement between the Maine Department of Transportation (MDOT), the Portland Area Comprehensive Transportation System and the City of Portland, for the design and construction of the Brighton-Deering-Falmouth-Street Intersection Roundabout, with the MDOT identification number of 018624.00, is hereby approved in substantially 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 documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

MEMORANDUM
City Council Agenda Item

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

FROM: Chris Branch PE, Director of Public Works
Katherine Earley, PE, Engineering Manager/City Engineer
Jeremiah Bartlett, PE, PTOE, Transportation Systems Engineer

DATE: September 2, 2017

Subject: Order Approving Agreement Between Portland, Portland Area Comprehensive Transportation System and Maine Department Of Transportation
Re: Brighton-Deering-Falmouth Intersection Roundabout

SPONSOR: Jon Jennings, City Manager

(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 July 24, 2017 **Final Action** October 16, 2017

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

This agreement is vital to MaineDOT's ability to proceed with property negotiations with affected abutters, which must happen at the same time as the property agreement with USM.

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

I. ONE SENTENCE SUMMARY

City Council action is necessary to approve the three-party agreement with MaineDOT and PACTS for the Brighton-Deering-Falmouth Intersection (Roundabout) Project to proceed.

II. AGENDA DESCRIPTION

This Agreement will start property negotiations and make progress toward the design of a traffic roundabout at the intersection of Deering and Brighton Avenues and Falmouth Street, as well as the process of obtaining the federal funding participation for the project.

The project design utilizes a combination of University of Southern Maine infrastructure contribution funds and City Capital Improvement Program accounts. The project is anticipated to begin in the 2018 construction season.

III. BACKGROUND

The City, in partnership with the Portland Area Comprehensive Transportation System (PACTS) conducted a study in 2013 to complete an alternatives analysis for the Brighton-Deering-

Falmouth intersection. Following the assessment of several alternatives, a roundabout-based outcome was recommended. This outcome was supported through the public process, and on August 5, 2013, the Portland City Council adopted the study as an Approved Transportation Master Plan.

The approved alternative would accomplish the following:

- 1.) Reconstruct the intersection of Brighton-Deering-Falmouth as a roundabout.
- 2.) Eliminate the leg of Brighton Avenue between Falmouth and Bedford streets.
- 3.) Convert Bedford Street immediately east of Deering Avenue to a two-way street.

In addition, the reconstruction of the streets would also be accompanied by utility work, including sewer/stormwater separation, and new gas/water mains.

Beginning in 2015, the City began working with Ransom Consulting, MTJ Roundabout Engineering, and Dubois & King on the design of this project, as well as applying to PACTS for funding of construction. The PACTS application was successful, intended for Fiscal Year 2017-2018.

In 2016, at the draft Preliminary Design Report stage, it was determined that the cost of the project would exceed the PACTS appropriation amount of \$2,868,809.00. Much of this cost stemmed from the construction of the second roundabout at Bedford Street. For cost control, the second roundabout has been eliminated and a more traditional 'T'-style intersection will be provided at Deering and Bedford streets.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

This project advances the preferred alternative from the Brighton-Deering-Falmouth alternatives study adopted by City Council in 2013 as well as US EPA water quality requirements as part of the City's Combined Sewer Overflow Program Compliance Order.

V. FINANCIAL IMPACT

The project is anticipated to cost \$2,868,809, exclusive of utility costs not included in this agreement. The City's Local Share obligations are 25% for the project. Page 2 of the agreement provides the Federal and City shares; the total estimated amount owed by the City is \$717,205.

Funding resources for this project are provided by two previously appropriated FY 2018 CIP funds:

1. C18101: USM Roundabout: \$705,300
2. C18104: Pavement Preservation: \$11,905

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

The three-party agreement is one of two agreements needed to allow the project design and development to continue toward construction. The other is the two-party City-University Property Agreement intended to be taken up by the Council at the same time.

VII. RECOMMENDATION

The Department of Public Works strongly recommends authorizing this agreement. This project will leverage 75% non-City funding, and improve safety and aesthetics in the USM area. In addition, utility add-ons to this work will address a major area of concern for our US EPA water quality compliance requirements. This agreement is but one of two that must be completed; a property agreement with the University is the other.

VIII. LIST ATTACHMENTS

- MaineDOT Three-Party Agreement
- Graphic

Prepared by: Jeremiah Bartlett, PE, PTOE and Conrad Welzel

Date: September 2, 2017

O:\PWSHARE\City Council info and Agenda Requests\Agenda Requests\USM Roundabout Project\Agenda request Memo Roundabout Project 3-Party 10-2-17.docx



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	<u>Bureau of Planning</u>

State of Maine
DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT

Portland, Maine
Brighton-Deering-Falmouth Intersection Project

<i>MaineDOT Use Only</i>	
WIN: 018624.00	Agreement Maximum Amount: \$2,868,809.00
PACTS Vendor Number:	Agreement Begin Date: (office Use Only)
Municipal Vendor Number:	Agreement End Date:

This Cooperative Agreement ("Agreement") is entered into by and between the Maine Department of Transportation ("MaineDOT"), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, the Portland Area Comprehensive Transportation System ("PACTS") located at 970 Baxter Boulevard, Portland Maine, and the City of Portland ("Municipality"), a municipality in the State of Maine with offices located at 389 Congress Street, Portland, Maine, hereinafter referred to as the ("Parties.")

RECITALS

- A. The work that is the subject of this Agreement is the design and construction of a traffic roundabout to be located at the intersection of Brighton Avenue, Deering Avenue and Falmouth Street in Portland, Maine (the "Project") described in **Attachment A** and depicted on **Attachment B**, both of which are attached hereto and made a part hereof.
- B. MaineDOT, through its partnership with Maine's Metropolitan Planning Organizations ("MPOs"), is charged with managing and dispersing state and federal funds to support capital improvement projects programmed by the MPOs. PACTS is MaineDOT's MPO partner for the Portland Urbanized Area.
- C. PACTS, with the Municipality's support, has programmed the Project for inclusion in the CY2015-2016-2017 MaineDOT Work Plan, using federal capital improvement funding allocated by MaineDOT
- D. The Municipality, unless otherwise specified in this Agreement, will be responsible for executing all phases of the Project as a locally administered project ("LAP").

- E. The Municipality and PACTS will share in Project costs in accordance with the Financial Provisions section of this Agreement, with PACTS' share being an allocation of federal MPO funds disbursed to the Municipality by MaineDOT on PACTS' behalf.
- F. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- G. This Agreement is intended to cover the roles and responsibilities of the Parties during all phases of Project development through construction, and to establish the financial obligations of each Party, including that of full Project development through construction.
- H. Upon completion of the Project's plans, specifications and estimate ("PS&E"), the Parties will assess when the Project will advance to full Project construction, and this Agreement will be modified to reflect updated Project costs. MaineDOT and the Municipality will then enter into a separate Locally Administered Federal-Aid Project Agreement (the "LAP Agreement") to establish responsibilities of MaineDOT and the Municipality through the advertisement, award, construction and construction engineering phases of the Project.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

The following attachments are hereby incorporated into this Agreement:

- Attachment A - Scope of Work
- Attachment B - Concept Design
- Attachment C - Disposition of Impacted University of Maine System Properties

1. Project Cost Sharing and Payment Schedule:

- a. **Financial Obligations:** The total estimated cost of the Project through all phases is \$2,868,809.00 (the "Project Estimate"), as further set out in the table below. The Parties agree to share in all costs associated with all phases of the Project through construction (the "Total Project Costs") in accordance with the allocations outlined below (the "Party Shares") unless otherwise set out in this Agreement or negotiated by mutual agreement of the Parties.
- i. **Federal Share** (provided through PACTS Federal Allocation) - 75% of federally participating costs, up to a maximum of \$2,151,606.75.
 - ii. **Municipal Share** (provided through the Municipality's obligation of funds) - 25% of federally participating costs, which is estimated at \$717,202.25, plus 100% of the following costs exceeding the Project Estimate:

- a. All Project costs exceeding the Project Estimate, unless otherwise agreed to in writing by the Parties through a written modification to this Agreement;
- b. Any costs deemed ineligible for federal participation;
- c. All costs incurred by the Municipality associated with acquiring and furnishing any additional Right of Way necessary to construct and maintain the Project;
- d. All Project costs associated with mitigation activities made necessary by Section 106 of the National Historic Preservation Act ("NHPA");
- e. All costs associated with combined sewer overflow ("CSO") activities, Bedford Street sewer replacement, and rain gardens for storm water treatment within the limits of the Project.

Work Phase	Maximum Estimated MPO Share (Federal and State)		Estimated Municipal Share		Estimated Total Cost
	%	\$	%	\$	\$
Preliminary Engineering	75%	\$ 11,250.00	25%	\$ 3,750.00	\$ 15,000.00
Right of Way	75%	\$ 90,000.00	25%	\$ 30,000.00	\$ 120,000.00
Construction	75%	\$ 1,893,408.00	25%	\$ 631,136.00	\$ 2,524,544.00
Construction Engineering	75%	\$ 156,948.75	25%	\$ 52,316.25	\$ 209,265.00
Total Project Shares		\$ 2,151,606.75		\$ 717,202.25	\$ 2,868,809.00

- b. **Updated Total Project Costs:** When the Project proceeds to full development and construction, the Parties will enter into a modification of this Agreement to reflect the updated Total Project Costs (the "Modification") in accordance with the terms further set out herein.
 - i. If the Total Project Costs exceed the Project Estimate the Municipality will consult with PACTS and MaineDOT before such adjustments are approved and implemented. Any approved adjustments will be in writing.
 - ii. If the Total Project costs are less than the Project Estimate, the amounts owed by each Party will be adjusted according to the share percentages set out above.
- c. **MaineDOT Costs:** Costs that MaineDOT incurs for right of way acquisition activities and other services performed for the Project (the "MaineDOT Costs") shall be charged to the Project and applied against the Federal Share and the Municipal Share at the rates set out above. MaineDOT will reconcile these costs upon completion of the Project and resolution of all acquisition claims, and deduct the Municipality's share of the MaineDOT Costs from MaineDOT's final disbursement to the Municipality of PACTS' MPO funds.

- d. **Payment Schedule:** Invoicing and payment schedules will be established in the LAP Agreement that MaineDOT and the Municipality will enter into in accordance with the terms of this Agreement.

2. **Project Milestones:** The Municipality agrees to share information about the Project with MaineDOT and PACTS at the following milestones:

- Project kickoff/initial team meeting/formal public contact;
- Horizontal/Vertical Alignment Complete (HVAC);
- Preliminary public meeting;
- Preliminary Design Report (PDR) complete;
- Formal public meeting(s);
- Plan Impacts Complete (PIC);
- Peer reviews as may be needed pending unforeseen design changes;
- Plans, Specifications and Estimate (PS&E) complete;
- Changes in the Project schedule or engineer's estimate of costs.

3. **Project Design, Construction Plans and Specifications:**

- a. **MaineDOT services provided to Municipality:** In support of the Municipality's implementation and oversight of the Project, MaineDOT agrees to provide the following services:

- i. Assignment of a Project Manager to carry out MaineDOT's responsibilities under this Agreement. The MaineDOT Project Manager or a designee will have the authority to request design changes to meet applicable laws and design standards; accept or reject any invoice; review construction activities to ensure compliance with contract documents; and take all other actions necessary to ensure that work performed on the Project is conducted in accordance with the terms of this Agreement.
- ii. Provision of technical assistance to the Municipality in the preparation of the PDR, design plan impacts, and final PS&E for the Project, which shall require MaineDOT's review and approval prior to advertisement or construction of the Project.
- iii. Identification of the Project's environmental impacts with regard to the following: Section 106 of the National Historic Preservation Act (NHPA); Section 4(f) of the US Department of Transportation (DOT) Act; Section 7 of the Endangered Species Act; and applicable environmental regulations related to hazardous materials; and preparation of the appropriate level of environmental documentation and necessary supporting technical studies/reports to satisfy the requirements of the National Environmental Protection Act (NEPA).
- iv. Performance of pavement design using the mechanistic-empirical procedure.

- v. Oversight of all peer reviews in accordance with MaineDOT's requirements.

b. Preliminary Project Development:

- i. The Municipality shall assign a full-time municipal employee with appropriate qualifications and current Local Project Administration ("LPA") certification from MaineDOT to manage the Project and carry out the Municipality's responsibilities under this Agreement. This Local Project Administrator shall abide by the guidance in the latest edition of MaineDOT's *Local Project Administration Manual & Reference Guide* ("LPA Manual.")
- ii. Except as otherwise set out in this Agreement, the Municipality shall prepare, or cause to be prepared, all design exceptions, specifications, estimates and contract documents for the Project in accordance with the appropriate reference publications, including but not limited to MaineDOT's *Engineering Instructions*, *Highway Design Guide*, *Standard Specifications* and *Standard Details*, as well as the federal *Manual on Uniform Traffic Control Devices for Streets and Highways* entirely at its cost. The design of the Project shall comply with the Americans with Disabilities Act ("ADA") (the "Project Development Materials").
- iii. As a component of preparing the Project Development Materials, the Municipality shall also:
 - 1. Identify all utilities impacted by the development of the Project and coordinate any necessary relocation activities associated therewith in accordance with MaineDOT's *Utility Accommodations Policy*.
 - 2. Perform all necessary permitting and licensing activities required in connection with the Project.
 - 3. Be responsible for implementing any required mitigation activities identified during the environmental review process and analysis.
 - 4. Work with MaineDOT to determine an acceptable pavement design for the Project that meets or exceeds the Municipality's standard detail for arterial streets.
 - 5. Develop and submit a traffic management plan for MaineDOT approval prior to construction which conforms to the latest edition of the Federal Highway Administration's *Manual of Uniform Traffic Control Devices for Streets and Highways*.

c. **Right of Way Acquisition Activities:**

- i. USM Property. Project implementation will require the Municipality's acquisition of certain property rights currently held by the University of Maine System (the "USM Property"), as further outlined in the Memorandum of Understanding attached hereto as **Attachment C** and made a part hereof. The Municipality is in the process of negotiating a final and binding agreement with the University of Maine regarding the conveyance of the USM Property (the "USM Agreement") to the Municipality, the approval, and execution of which are mandatory conditions to the Project moving forward and the execution of this Agreement. The Municipality will perform, or cause to be performed, all necessary right-of-way mapping, title examination, appraisal, appraisal review, negotiation and acquisition activities related to its acquisition of the USM property. Right of Way maps developed by or on behalf of the Municipality shall be provided to MaineDOT in a MicroStation-compatible format. The Right of Way maps must be reviewed and approved by MaineDOT, and shall meet the specifications of MaineDOT's *Right of Way Manual* and show all rights obtained for the Project.
- ii. MaineDOT will perform, or cause to be performed, all right-of-way related title examination, appraisal, appraisal review, negotiation and acquisition/condemnation activities for any property rights that must be acquired to accommodate the Project, other than those involving the USM Property. The Municipality will perform, or cause to be performed, all necessary mapping services reflecting such property acquisitions. MaineDOT shall not initiate any negotiation activities with affected property owners until the following milestones have been reached: 1) the USM Agreement has been approved by the Municipality's City Council and the University of Southern Maine's Board of Trustees and executed by an authorized official of each party; 2) all associated periods of due diligence set out in the USM Agreement have passed; 3) all conditions precedent to closing have been resolved to the satisfaction of the Municipality and USM in accordance with the terms of the USM Agreement, clearing the way for a closing to occur; and 4) a formal closing date for conveyance of the USM Property has been jointly agreed upon by the Municipality and USM. These conditions are intended to ensure that Project negotiations are not initiated until the Municipality's ability to secure ownership of the USM Property has been made certain. MaineDOT will make its best efforts to meet the Municipality's preferred schedule of advertising the Project for construction within twelve months of the initiation of negotiations.
- iii. The Municipality shall coordinate with all abutters and others holding vested interests in the Project, and shall designate a representative to accompany MaineDOT during MaineDOT's negotiations with affected property owners to explain Project design and impacts.

- iv. Upon completion of Project construction and prior to final Project close-out, the Municipality shall convey to MaineDOT for permanent public use any municipal property needed to accommodate the Project, including all rights acquired from the University of Maine System for that purpose.
 - v. The Municipality shall certify to the Federal Highway Administration that all necessary title interests have been secured prior to the Project being advertised for construction.
 - vi. The Parties acknowledge that final Project costs associated with right of way acquisition activities shall not be finalized until Project construction is complete and all acquisitions have been settled or resolved through appropriate appeal channels.
- d. **Contract Administration:** The Municipality shall be the sole administrator of the Project contract(s). The Municipality will pay up front all Project costs, subject to cost sharing by the Municipality and PACTS as specified in the **Project Cost Sharing and Payment Schedule** set out herein. No Party to this Agreement, nor its contractors, will be required to pay for inspections and permits from the Municipality.
- e. **Modification of Project Costs and Subsequent Construction Implementation:**
- i. After the final PS&E package is prepared, the Parties shall enter into the Modification of this Agreement based on updated Project cost estimates.
 - ii. MaineDOT and the Municipality will then execute an LAP Agreement covering their obligations regarding Project advertisement, award, construction and construction engineering. Said LAP Agreement will incorporate financial obligations that are consistent with those reflected in the Modification, unless such terms are otherwise negotiated by mutual agreement of the Parties.
 - iii. The LAP Agreement shall also require that the Municipality furnish all construction engineering services for the Project with Municipal forces or with a consultant approved by MaineDOT.
4. **Public Involvement:** The Municipality shall be responsible for implementing and leading any and all required public involvement activities and any necessary media coordination associated with the any phases of the Project covered by this Agreement. Upon request of the Municipality, the Parties agree to participate as partners in all such actions, and to publicly support the Project at all public involvement activities associated with this Project. The Municipality shall provide a court reporter to document all public meetings.

5. Changes to Project Scope:

- a. The Municipality will consult with PACTS and MaineDOT before implementing any adjustments to the Project scope, and PACTS and MaineDOT will, likewise, notify the Municipality of any proposed changes they wish to implement.
- b. The Municipality, at its election, may cause changes to be made or work added to the Project during final design or construction that benefit the Municipality, provided that the Municipality shall pay one hundred percent (100%) of any additional administrative, design and construction costs associated therewith. All such changes shall conform to MaineDOT's standard design specifications.
- c. MaineDOT may request that changes be made or work added to the Project during final design or construction that benefit MaineDOT, provided that MaineDOT shall pay one hundred percent (100%) of any additional administrative, design and construction costs associated therewith.

6. Termination:

- a. The Municipality reserves the right to terminate the Project for any reason prior to MaineDOT's initiation of negotiations for the anticipated acquisitions of property rights. If the Municipality's termination under this clause is not directed by MaineDOT and PACTS, the Municipality shall be responsible for reimbursing MaineDOT and PACTS fully for any and all Project costs incurred in reliance on the Municipality's commitment documented in this Agreement. All federal funds returned to MaineDOT by the Municipality, as well as all federal funds remaining in the Project, shall be made available to PACTS for reprogramming once the Project is closed out.
- b. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and PACTS and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to the satisfaction of MaineDOT.
- c. This Agreement may be terminated at any time by mutual written agreement of all Parties.
- d. In no event shall any such action taken under this section 6 be deemed a breach of contract, nor shall it represent any individual Party's waiver of claims for breach of contract or its right to any other remedy it may have pursuant to this Agreement, or at law or in equity.
- e. In the event of Project termination, all provisions of this Agreement shall become null and void except for the financial obligations incurred by each Party as of the effective date of such termination in accordance with the terms set out in this Agreement, as

well as those provisions to this Agreement that by their very nature are intended to survive.

- f. With the exception of the provisions so noted, all provisions of this Agreement shall expire upon: 1) the Parties' payment of all Party shares due to the Municipality upon completion of the Project and final disposition of quantities or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later; or 2) until terminated under provisions of this Termination section; or 3) until superseded by a new agreement.

7. Miscellaneous Provisions:

- a. Amendments and Modifications. This Agreement, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of the Parties.
- b. Indemnification. To the extent permitted by law, the Municipality and PACTS shall each individually indemnify, defend and hold harmless MaineDOT, its officers, agents and employees from all claims, suits or liabilities arising from the indemnifying Party's own negligent or wrongful acts, errors or omissions or by that Party's officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. This provision shall survive the termination or expiration of the Project.
- c. Obligation of State Funds. Anything herein to the contrary notwithstanding, the Municipality and PACTS acknowledge and agree that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and the federal government and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
- d. Municipal Authority and Obligation of Municipal Funds. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to approve the Project and enter into this Agreement, and that it has obligated the necessary funds to satisfy its Municipal Share of the Project Costs outlined herein.
- e. State of Maine's Rights of Set-Off. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to

the State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.

- f. Assignment. No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.
- g. Independent Capacity. The Municipality and PACTS, their respective employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.
- h. Governing Law. This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement shall be performed in accordance with applicable federal laws and regulations, including without limitation Title 23 in the U.S. Code (USC) for statutory law, Title 23 in the Code of Federal Regulations (CFR) for administrative law, and Title 2 CFR, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- i. Binding Effect. The Parties shall be bound by the terms of this Agreement. This provision shall apply to the Agreement's executors, their successors, administrators and legal representatives.
- j. Notice. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: _____, Project Manager
 Phone: _____
 Email: _____

Municipality: City of Portland

 Attn.: _____
 Phone: _____

Email: _____

PACTS:

PACTS

Attn.: _____

Phone: _____

Email: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and date last signed.

Date _____

John Duncan, Director *
Portland Area Comprehensive Transportation System
Duly authorized

Date _____

Jon P. Jennings, City Manager *
City of Portland
Duly authorized

Date _____

Herb Thomson, Director, Bureau of Planning *
Maine Department of Transportation
Duly authorized

** I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.*

ATTACHMENT A

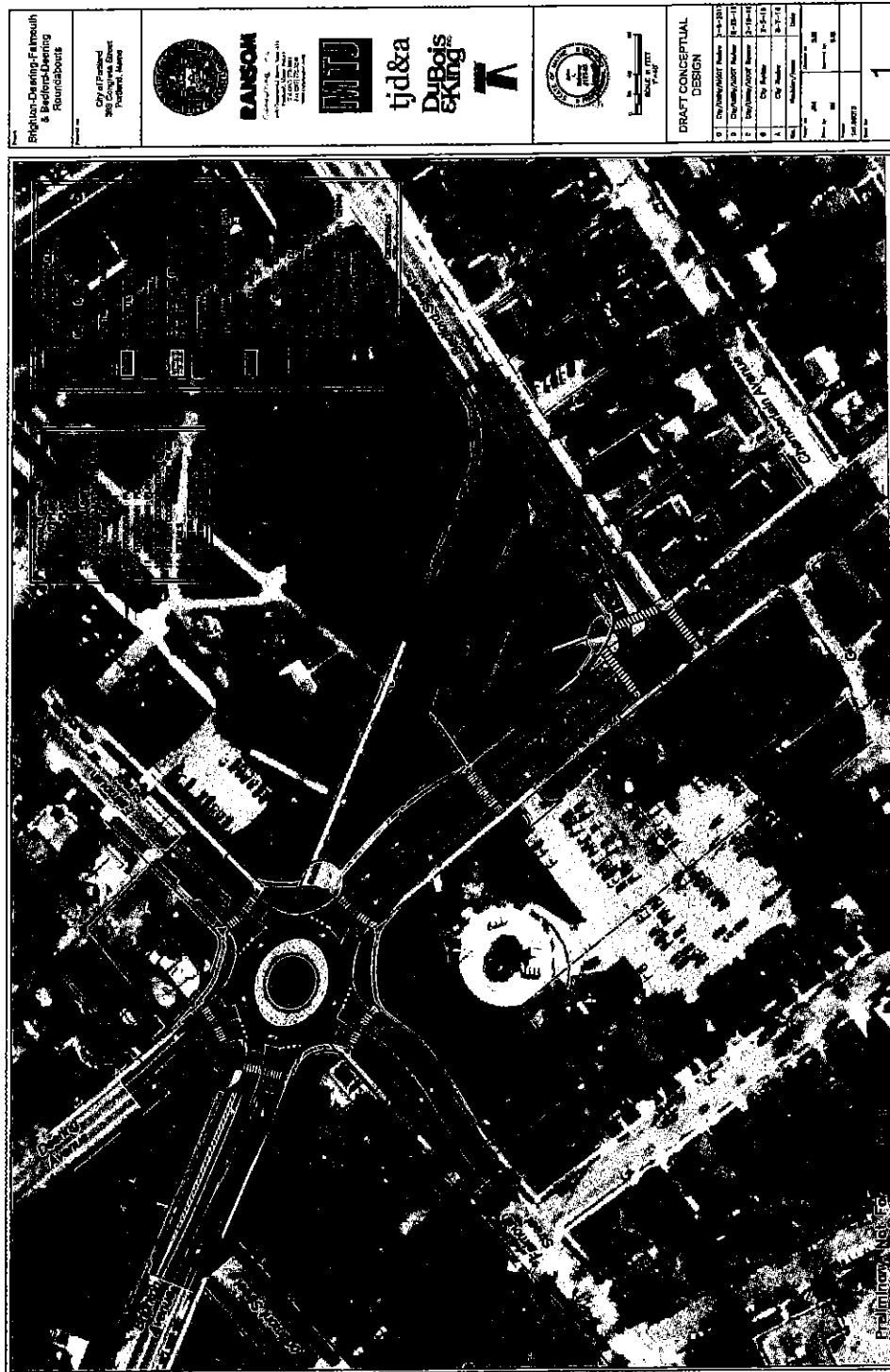
Scope of Work

The proposed scope of work is to:

- Widen and adjust the intersection of Brighton Avenue with Deering Avenue and Falmouth Street to facilitate the construction of a single-lane roundabout.
- Reconstruct and realign the approaches to this intersection as necessary to satisfy design requirements for entering geometry and truck movements.
- Abandon the segment of Brighton Avenue between Falmouth Street and Bedford Street, thus resulting in a roundabout design with five approaches, as opposed to six.
- Convert Bedford Street between Deering Avenue and the to-be-abandoned segment of Brighton Avenue to two-way vehicular flow.
- Adjust the geometry of Bedford Street and Deering Avenue to facilitate truck movements. The Bedford Street approach will allow for right turns only.
- Provide high-quality pedestrian facilities throughout, including grading adjustments to enhance crossings at the proposed roundabout.
- Provide street lighting, landscaping, and other amenities to enhance existing park space as well as to provide a gateway treatment for this portion of the City of Portland.
- Provide supporting infrastructure for METRO activities.

ATTACHMENT B

Concept Design



ATTACHMENT C

Disposition of Impacted University of Maine System Properties

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PORTLAND AND
THE UNIVERSITY OF MAINE SYSTEM**

This Memorandum of Understanding ("MOU") is made this 19 day of January, 2017 between the City of Portland, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 ("City"), and the University of Maine System, acting through the University of Southern Maine, with a mailing address of Real Property Contract Administration, 37 University Drive, Robinson Hall, Augusta, Maine 04330 ("University").

Whereas, by Order 26-13/14 dated August 5, 2013, the City approved the Brighton-Deering-Falmouth Intersection Study as a Master Plan in substantially the form included in a certain August 2013 Final Report prepared by Vanasse Hangen Brustlin, Inc. (the "Report"); and

Whereas, as described in the Report, the City desires to construct, operate, and maintain a proposed roundabout at the intersection of Brighton Avenue/Deering Avenue/Falmouth Street, (the "Project") as generally depicted in the diagram attached hereto as Exhibit A (the "Plan"); and

Whereas, the Project will impact a portion of Bedford Park, a triangular parcel of land bordered by Brighton Avenue, Deering Avenue, and Bedford Street, which is a dedicated City park, but is not in the City's Land Bank; and

Whereas, the City's deed to Bedford Park, recorded in the Cumberland County Registry of Deeds in Book 1290, Page 35, permits using the Park for the purposes of widening the adjacent streets; and

Whereas, on July 1, 2015, the City's Parks Commission approved the use of a portion of Bedford Park for street widening as required by the Project; and

Whereas, the Project will also impact portions of several parcels of land owned by the University, which the University must convey to the City to complete the Project; and

Whereas, in exchange for such conveyances, City and University staff desire that the parties enter into Agreements addressing the matters set forth below; and

Whereas, City and University staff both desire to proceed expeditiously with the matters set forth in this MOU in order to achieve a timely and successful outcome of the Project.

NOW THEREFORE, provided that the City proceeds with the Project, City and University staff intend to pursue final binding agreements addressing the following matters:

1. The University will convey to the City for the sum of one dollar approximately 3,694 square feet of land that it owns at 246 Deering Avenue, which is located at the area marked 5 on the Plan.
2. The University will convey to the City for the sum of one dollar approximately 884 square feet of land that it owns at the southeast corner of the intersection of Brighton Avenue, Falmouth Street, and Deering Avenue, which is located at the area marked 6 on the Plan.
3. The University will cede its use of a 9,500 square foot parking lot adjacent to Brighton Avenue (marked 13 on the Plan) (the "Brighton Avenue Parking Lot"), resulting in the elimination of 26 parking spaces. The Brighton Avenue Parking Lot will be graded, loamed, and seeded as part of the Project at no cost to the University. Title to this property will remain the University's.
4. Subject to applicable zoning and land use regulations and any other applicable laws, rules and regulations, the City will support the University in its efforts to locate parking spaces to replace the Brighton Avenue Parking Lot on other parcels within the University campus. All costs associated with replacing the Brighton Avenue Parking Lot will be borne by the University.
5. In connection with the Project, City staff intend to pursue the discontinuance of the crosshatched portion of Brighton Avenue between Falmouth Street and Bedford Street marked 10 on the Plan (the "Brighton Avenue Land"). If the City does so, the University will waive its right to any damages resulting from the discontinuance. Unless the City desires to maintain a utility or public easement over the Brighton Avenue Land, the City will release its interest in that land to the University. City and University staff acknowledge that it is the intention of both parties for the University ultimately to be the sole owner the discontinued portion of Brighton Avenue to the extent provided by law and subject to any easements retained by the City as described above.
6. Subject to applicable zoning and land use regulations and any other applicable laws, rules and regulations, the University and the City will work cooperatively to create signage and landscaping for the Project.
7. While the streets are open during construction of the Project, the City will allow the University, at the University's sole expense, to update and replace various utility lines connecting the University's Law School with the core of the University Campus, provided that such work does not delay the Project schedule.
8. In the event that the University decides to demolish its buildings at 222 and 228 Deering Avenue during the Project and desires to have the demolition conducted by the Project contractor, the City will work cooperatively with the University, provided that doing so is consistent with all Project contract documents and does not delay the

Project schedule, and provided that the Project contractor and the University desire to enter into a separate contract for such work.

9. The University and the City will work cooperatively on the Project's construction schedule in order to minimize scheduling conflicts during major University and City events.
10. This MOU is not intended to and does not create any contractual rights or a joint venture between the parties. The Parties acknowledge and agree that the terms of this MOU are not binding upon the parties unless and until they are set forth in greater detail in a future agreement or agreements and approved by the City Council of the City of Portland and the Board of Trustees of the University.
11. Either party may terminate this MOU with or without cause and without liability to the other party by providing written notice of such termination to the other party. Such termination shall be effective upon receipt of such notice by the other party.

City of Portland

Witness: _____

By: _____
Jon Jennings, City Manager

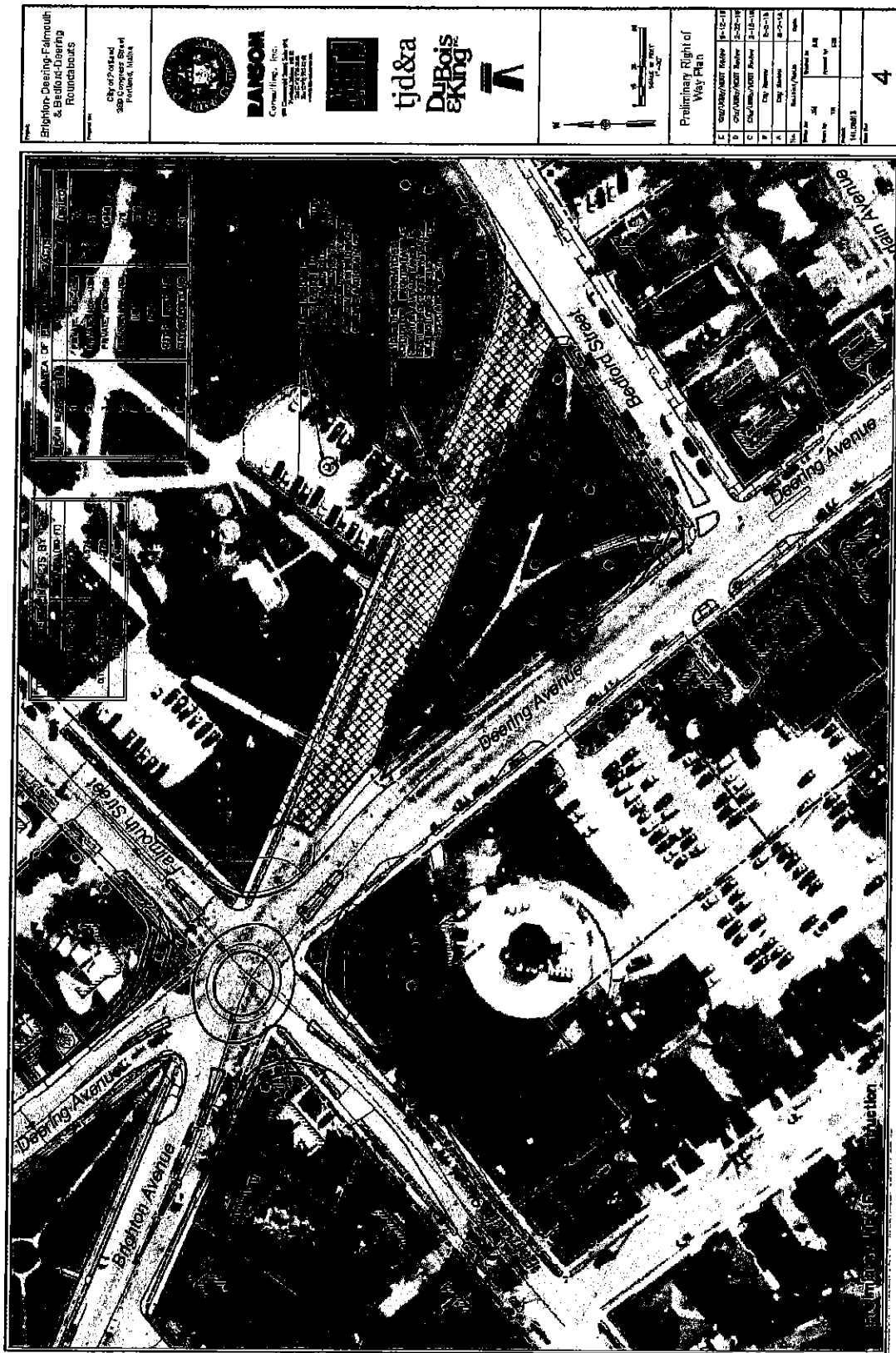
Witness: _____

University of Maine System

By: _____
M.F. Chip Gavin, Chief Facilities
Management and General Services Officer

Approved as to form:

Corporation Counsel's Office



Order 63-17/18
~~Tab 6 10-2-17~~
Tab 13 10-16-17

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Exchange St Club DBA Exchange Club. Application for a Class A Lounge with
Entertainment with Dance at 10 Exchange Street.**



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

October 11, 2017

To: Jon Jennings, City Manager
From: Michael Russell, Director
Cc: Jessica Hanscombe, Licensing and Registration Coordinator
Anne Torregrossa, Associate Corporation Counsel
RE: Exchange Club at 10 Exchange St

Answers to the questions posed at the October 2nd City Council meeting about the Exchange Club (10 Exchange St) license application for a Class A Lounge, Entertainment with Dance.

1. Is 10 Exchange St located in the Downtown Entertainment Overlay Zone?

Yes.

2. Is 10 Exchange St located greater than 100 feet from the nearest establishment with an entertainment license as measured from the front door (10 Exchange St)?

Yes.

3. Is 10 Exchange St located greater than 100 feet from the nearest establishment with an entertainment license as measured from the rear entrance (Patton Court)?

Yes.

4. What is the name of the closest establishment with an entertainment license?

It is 121 feet from the Patton Court (alley) door of **Blyth & Burrows** (26 Exchange St) to Exchange Club's Patton Court door and 132 feet from the front door of 26 Exchange St to the front door of 10 Exchange St.

It is 117 feet from the front door of **B Good** (15 Exchange St) to the Exchange Club's front door (10 Exchange St) as measured by using the normal course of travel (sidewalks and crosswalk in the middle of Exchange St). It is 238 feet from the front door of 15 Exchange St to the front door of 10 Exchange St using the normal course of travel (nearest crosswalk at Fore St and sidewalks).

It is 124 feet from the front door of **Gritty's** (396 Fore St) to the front door of 10 Exchange St using the normal course of travel (crossing Fore St and sidewalks). It is 165 feet from the Patton Court door of 10 Exchange St to the front door of Gritty's using the normal course of travel (crossing Fore St and sidewalks).



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

The City Clerk verified that the City has always measured the distance between entertainment permits using the normal course of travel (e.g. using crosswalks and sidewalks), which is how State of Maine, Division of Liquor Licensing & Enforcement requires distances to be measured under liquor licensing statutes.

The distances between front to alley doors were not included because they are a much greater distance.

5. Who had the party at 10 Exchange St last weekend?

Police dispatch has a record of a noise complaint filed on 9/30. A police officer responded and issued a verbal warning. The person who received the verbal warning is now a former tenant. Mark Deane does not currently own or lease the property.

6. Can you provide a noise complaint history for businesses currently owned by Mark Deane?

Below is the noise complaint history for the past 12 months:

- Rosie's (330 Fore St) = 0
- Mark's Place (416 Fore St) = 1 (decibel reading of 78)
- Pearl (444 Fore St) = 2 (decibel readings of 88 and 78)
- Old Port Slice Bar (420 Fore St) = 0
- Mark's Sports (50 Wharf St) = 0

Exchange Club entrances:

10 Exchange Street



Patton Court



MARK R. DEANE
EXCHANGE STREET CLUB
34 PATRICIA LANE
PORTLAND, ME 04103

Telephone: 207-653-3612

September 11, 2017

Ethan Strimling, Mayor
Members of the City Council
389 Congress Street
Portland, Maine 04101

Re: Application for Food Service Establishment with Alcoholic Beverages
Supplemental Application for Dance and Entertainment
Application Liquor Licensing and Inspection

Dear Mayor Strimling and Members of the City Council:

Enclosed please find my completed Application for Food Service Establishment with Alcoholic Beverages, Supplemental Application for Dance and Entertainment and Application Liquor Licensing and Inspection.

I have a solid foundation in running Class A lounges, and restaurants for over forty years as the owner and operator of several restaurants and nightclubs in Maine, New Hampshire and St. Thomas Virgin Islands.

It is my intention to put in place a Class A lounge with entertainment at 10 Exchange Street, Portland, Maine targeting 25 – 55 year old patrons.

My business will be strongly vested in compliance with all City Ordinances and State Liquor laws, and it will be an asset to the Portland downtown business sector.

I thank you for your time and consideration of my applications. I am looking forward to a long and successful relationship with the City of Portland and its patrons.

Respectfully Yours,
EXCHANGE STREET CLUB



Mark R. Deane

Portland, Maine



Yes. Life's good here.

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

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	EXCHANGE CLUB	Phone:	207 653-3612
Location Address:	10 EXCHANGE ST. PORTLAND ME	Zip:	04101.
If new, what was formerly at this location:	THE MOVIES & PURPLE CATERPILLAR		
Mailing Address:	34 PATRICIA LN PORTLAND, ME	Zip:	04103.
Contact Person:	MARK DEANE	Phone:	207 653-3612.
Contact Person Email:	MARK.DEANE@COMCAST.NET.		
Manager of Establishment:	MARK DEANE	Date of Birth:	8-17-53
		Phone:	207 653-3612
Owner of Premises (Landlord):	JOE SOLI		
Address of Premises Owner:		Zip:	

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	
EXCHANGE ST. CLUB		34 PATRICIA LN PORTLAND, ME 04103.	
Contact Person:	MARK DEANE	Phone:	
Principal Officers			
Title	Date of Birth	Residence Address	
MARK DEANE	OWNER	8-17-53	34 PATRICIA LN PORTLAND, ME 04103.
ANALA EL	OWNER	7-27-51	34 PATRICIA LN PORTLAND, ME 04103.

About Your Establishment

Class of Liquor License:	CLASS A LOUNGE		
Type of food served:	APPETIZERS.		
Please circle all that will be served:	Beer	Wine	Liquor
Projected percentage of sales:	Generated from Food: 10%	Generated from Alcohol: 90%	
Hours & days of operation:			

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒ Y
If No, please explain: NO KITCHEN	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒ N
If yes, give the distance: 1/2 MILES	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	☒ N
Will you permit dancing on the premises?	☒ N
Will you permit dancing after 1:00 a.m.?	☒ Y
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒ Y
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)?	☒ N
If Yes, list name(s) of employee(s) and department(s):	
NOT HIRED YET.	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒ N
If Yes, please list business name(s) and location(s):	
ROSIE, MARK'S PLACE, PEARL, OLD PORT SLICE BAR	
Is any principal officer under the age of 21?	☒ Y
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒ Y
If Yes, please explain:	

I, MARK DEANIE 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 Mark Deanie Title owner Date 9/11/17

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

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department

Michael A. Russell, MS, Director

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

www.portlandmaine.gov

Supplemental Application for Dancing and Entertainment License

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

☐ Entertainment without Dancing: \$281 ☒ Entertainment with Dancing: \$504 ☐ After-Hours (1 a.m. to 3 a.m.): \$567

Business Information	
Business Name (d/b/a):	EXCHANGE ST CLUB
Phone:	207-653-3612
Location Address:	10 EXCHANGE ST PORTLAND, ME 04101

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:	
DJ'S DANCING ON MULTIPLE FLOORS VIP'S AND PRIVATE PARTIES.	
Will music be electric, acoustical, or both? (Circle)	
Will amplification be used?	
If yes, where and at what level?	
INSIDE AT REASONABLE LEVELS	
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?	
NEXT DOOR SECOND FLOOR	
What is your targeted opening date?	
JAN - 1 ST - 2018	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	
Y/N	
If Yes, list name(s) of employee(s) and department(s):	

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

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

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

Signature Michael Russell Title owner Date 9/11/17

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

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

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

NEW application: ☒ Yes ☐ No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

☐ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTIONAL FOOD (Class I-A)

☒ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name:			Business Name (D/B/A)		
EXCHANGE ST. CLUB LLC			EXCHANGE ST. CLUB		
APPLICANT(S) --(Sole Proprietor)		DOB:	Physical Location:		
MARK R DEANE		08-17-53	10 EXCHANGE ST.		
AMARA T C EL		DOB:	City/Town	State	Zip Code
07-27-51		PORTLAND	ME	04101.	
Address			Mailing Address		
34 PATRICIA LN			34 PATRICIA LN		
City/Town	State	Zip Code	City/Town	State	Zip Code
PORTLAND	ME	04103	PORTLAND	ME	04103.
Telephone Number		Fax Number	Business Telephone Number		Fax Number
207. 653. 3612		N/A	207. 653. 3612		
Federal I.D. #			Seller Certificate #:		
APPLY FOR			or Sales Tax #: APPLY FOR		
Email Address:			Website:		
Please Print MARK. DEANE@COMCAST.NET.			NO		

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

Requested inspection date: 12-1-17 Business hours: 6 AM to 1 AM 7 DAYS A WEEK.

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

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ ~~10,000~~ LIQUOR \$ ~~20,000~~.

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

If YES, complete Supplementary Questionnaire

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

7. If manager is to be employed, give name: MARK DEANE

9. Business records are located at: 34 PATRICIA LN PORTLAND, ME 04103

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

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

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

Name in Full (Print Clearly)	DOB	Place of Birth
MARK DEANE	8/17/53	LEISVILLE LA.
AMARA EL	7/27/57	

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

34 PATRICIA LN PORTLAND, ME 04103

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

Yes ☐ No ☒ If Yes, give name: _____

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

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

JOE SOLI 1 EXCHANGE ST. PORTLAND, ME 04101.

17. Describe in detail the premises to be licensed; (On Premise Diagram Required) _____

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

YES ☐ NO ☐ Applied for: 9-11-17

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

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

If YES, give details: _____

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

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

Dated at: Portland Me. on 9/11/17, 20 17

Town/City, State

Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name



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

Corporate Information Required for
Business Entities Who Are Licensees

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

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

1. Exact legal name: 10 EXCHANGE ST CLUB LLC
2. Doing Business As, if any: EXCHANGE ST CLUB
3. Date of filing with Secretary of State: 9-11-17 State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
MARK DEANE	34 PATRICIA LN PORTLAND, ME 04103	8/17/53	OWNER	50%
AMARA EL	34 PATRICIA LN PORTLAND, ME 04103	7/27/57	OWNER	50%

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

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

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

Yes ☐ No ☒ If Yes, Name: _____ Agency: _____

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

Yes ☐ No ☒

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

Name: _____

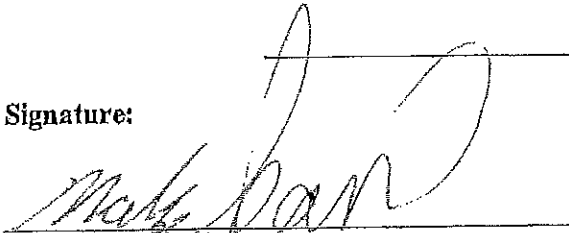
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

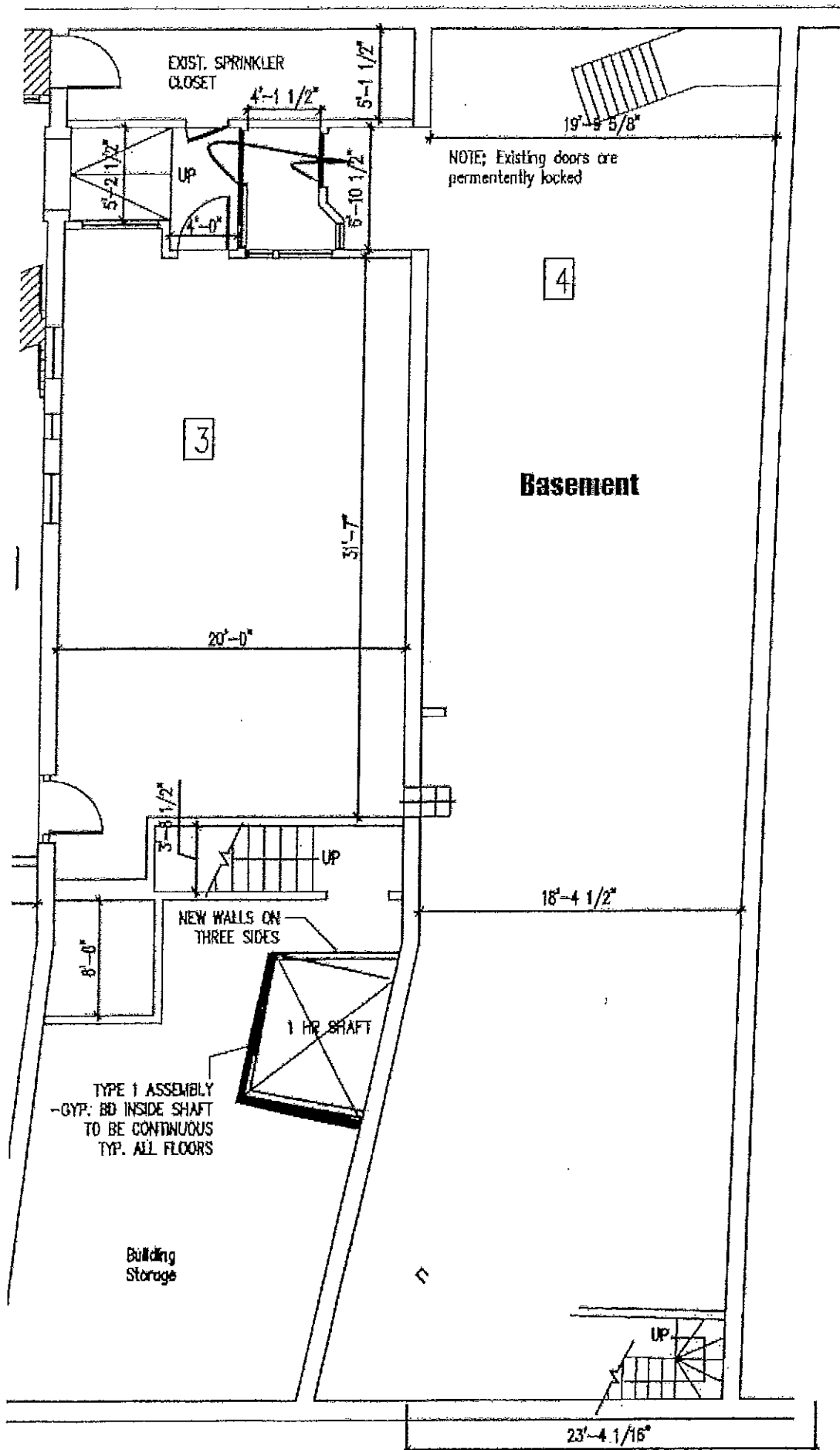

Signature of Duly Authorized Person

9-11-17
Date

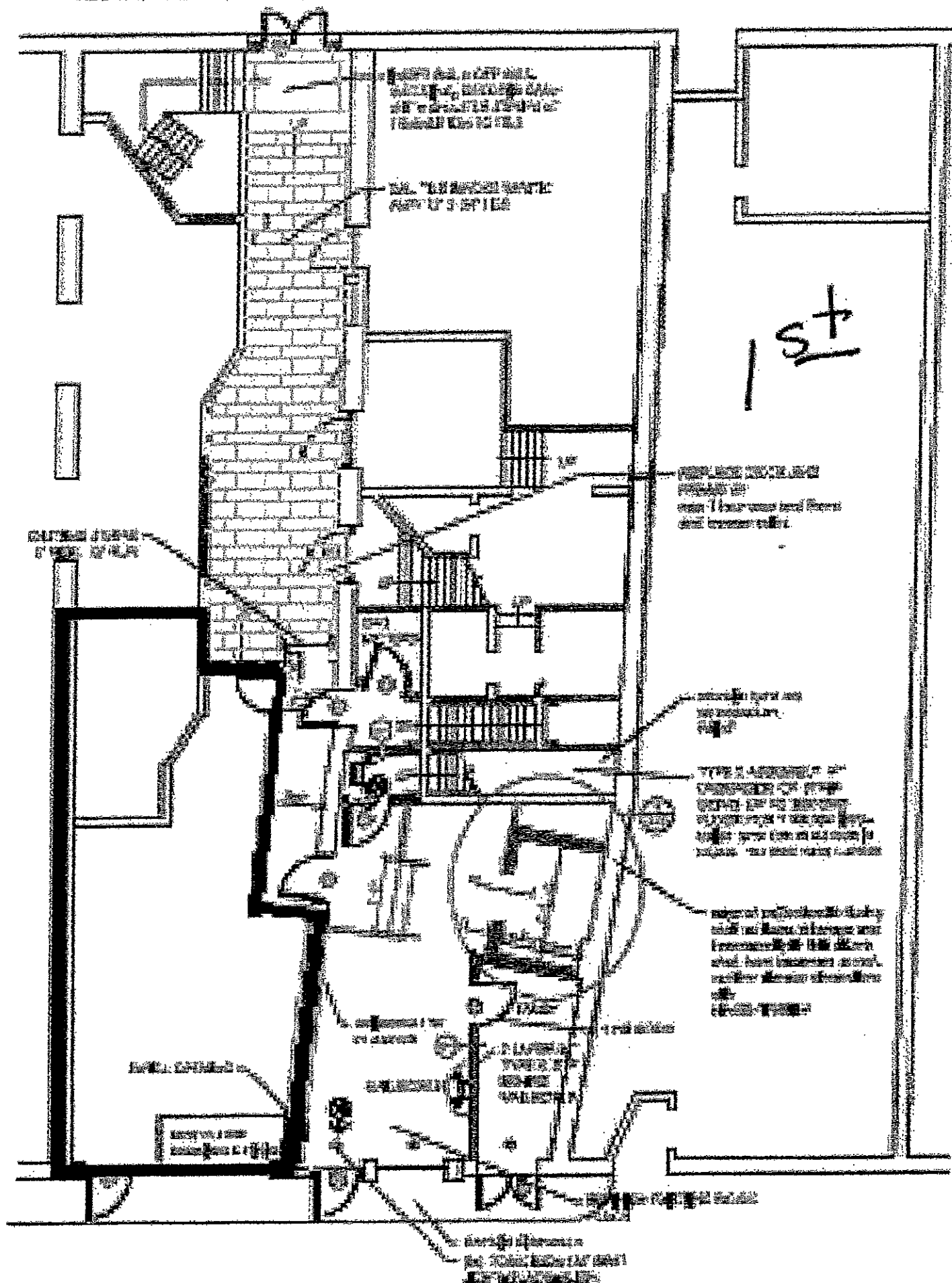
MARK DEANE
Print Name of Duly Authorized Person

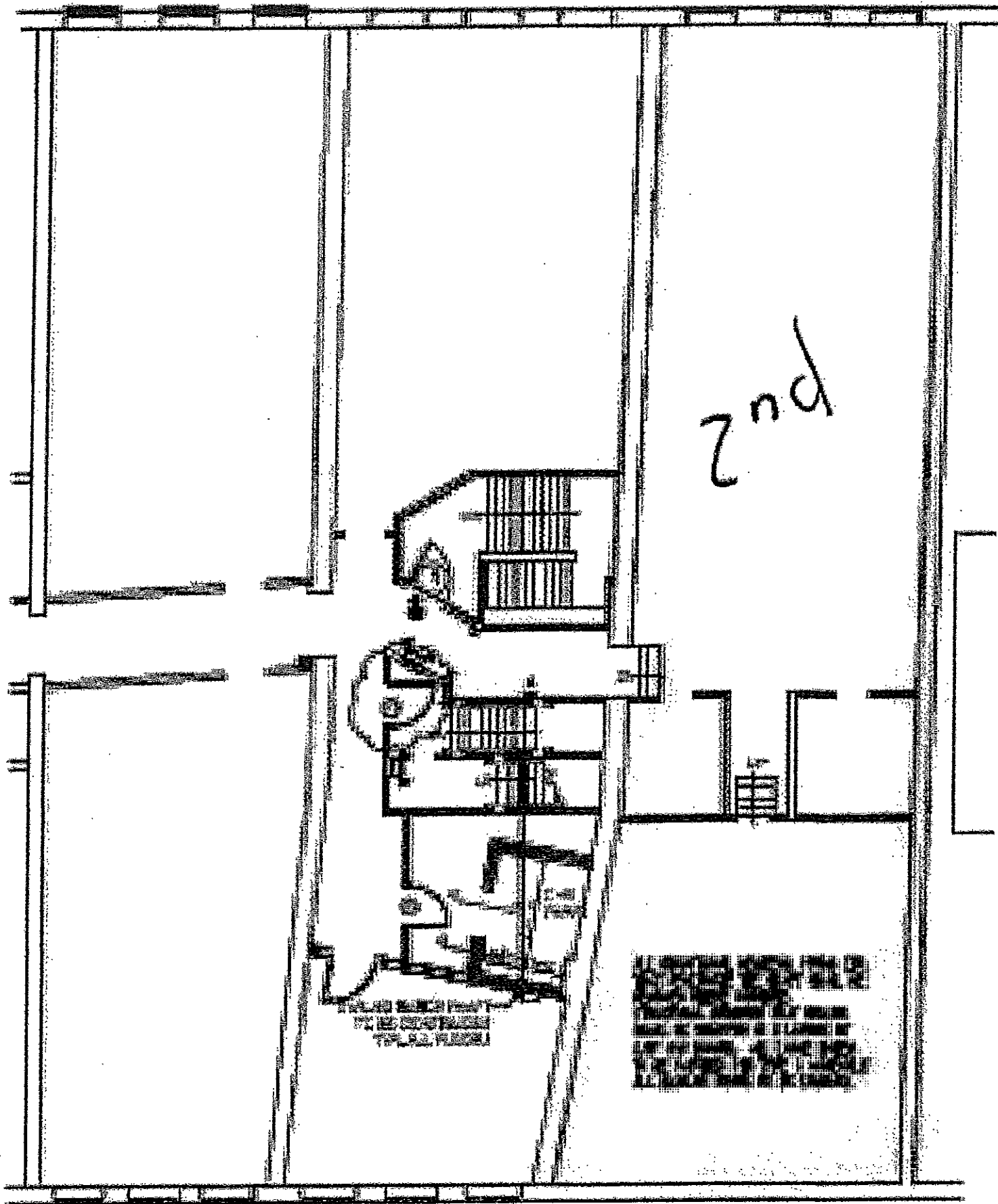
Submit Completed Forms To:

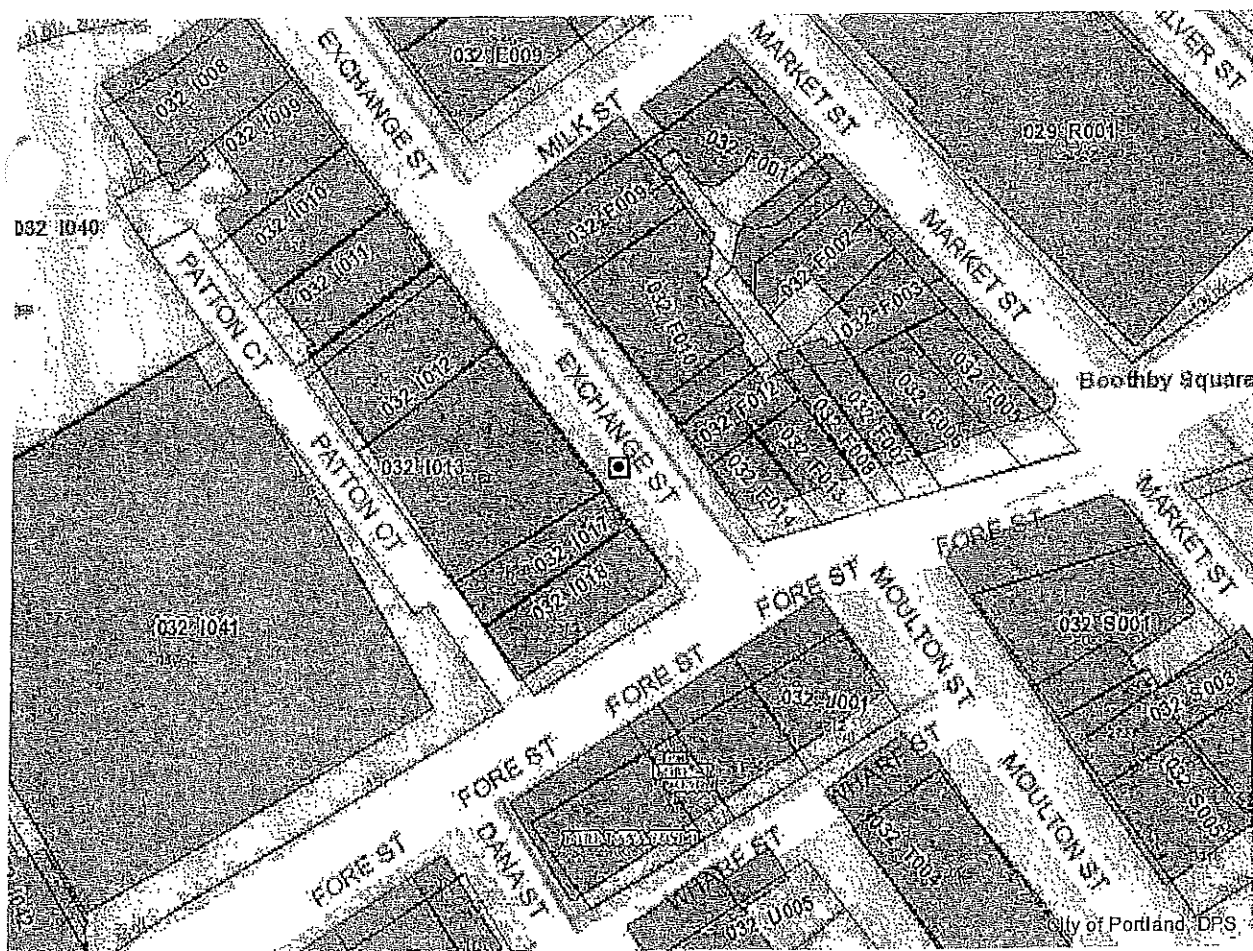
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov



REPORT







APPETIZER MENU

Buffalo Chicken Dip \$5.99

Guacamole or Salsa Dip \$5.99

Mexican Dip \$6.99

Seafood Dip \$7.99

Egg Rolls \$5.99

Pretzel \$8.99

Mozzarella Sticks \$5.99

Jalapeno Poppers \$5.99

Personal Pizza \$9.99

Cheese Bites \$5.99

Taquitos \$5.99



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D352531

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-09-12) :

Inquiries Name(s) MARK DEANE (1953-08-17)

NO MATCH WAS FOUND FOR YOUR REQUEST.



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D352530

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-09-12) :

Inquiries Name(s) AMARA EL (1951-07-27)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

September 12, 2017

Exchange St Club
34 Patricia Lane
Portland ME 04103

Re: Exchange St Club DBA Exchange Club. Application for a Class A Lounge with Entertainment with Dance at 10 Exchange Street.

Dear Mr. Deane,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday October 2, 2017 at 5:30 p.m.**, for the review of an application for a Class A Lounge with Entertainment with Dance at 10 Exchange Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,


Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 2nd at 5:30 P.M., in City Council Chambers, 389 Congress St., Exchange St Club DBA Exchange Club. Application for a Class A Lounge with Entertainment with Dance at 10 Exchange Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

*Order 69-17/18
Tab 14 10-2-17
Tab 14 10-16-17*

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

**ORDER ACCEPTING A DONATION OF VACANT LAND IN THE REDLON AREA
AND PLACING THAT LAND, CITY-OWNED LAND AND LAND ACQUIRED
THROUGH FORECLOSURE OF UNPAID TAXES
INTO THE PORTLAND LAND BANK**

ORDERED, that pursuant to Section 2-43 of the Portland City Code, a donation of land in the Redlon area, as shown in the attached, is hereby accepted, and that land, other City-owned land, as well as land acquired by the City of Portland by automatic foreclosure of unpaid city taxes, all as depicted in the attachment hereto, will be in and is to be maintained as part of the City's Land Bank property.

MEMORANDUM
City Council Hearing Item

TO: City Council

FROM: Tuck O'Brien, City Planning Director

DATE: October 10, 2017

SUBJECT: Discussion of Analysis of Housing Options for Redlon Woods

In the Fall of 2016, several properties in the vicinity of Redlon Park Road were brought to the attention of the City Owned and Tax Acquired Properties Committee (COTAPC). These properties are located in proximity to some others in the area that had been of interest to both the Department of Public Works for storm water and to the Landbank Commission for conservation purposes. The total of the properties being examined by the Land Bank and COTAPC at that time was a significantly larger amount of land than the council is now currently considering.

At the time, due to the City's policy goal to create housing, the Planning and Urban Development Department was asked research the reuse of all or some of the land involved in this area for potential housing development. We conducted an informal survey of both market-rate and affordable housing developers about development in the area. Although none of these conversations rose to the level of actively marketing the properties to any party, elements concerning the topography, infrastructure costs, zone and market sub-district were discussed. Specifically, issues which would face any potential redevelopment are the extensive amount of ledge, significant wetland area and lack of infrastructure. A number of paper streets do exist; however, construction of connected roadways within a development and to access the street grid will create significant costs.

In September of 2016, the Planning and Housing staff ran several proformas to examine the likelihood of redevelopment of this land for housing under several disposition scenarios including market-value disposition, partially and fully subsidized. The conclusion of this analysis is that even if disposed of for no cost, that development of the land under R-3 zoning was unlikely. One key component to any development would be the economy of scale to spread the cost of the development over a number of units. When examining the larger potential acquisition at the time the land area (> 3 acres) was sufficient to qualify as a PRUD under the R-3 requirements. Cost analysis of a clustered redevelopment scheme under a PRUD did not appear to be economic without significant subsidy and even with that infrastructure constraints made the project an unlikely target for market rate or affordable housing development. Specific issues which created concern were the amount of ledge and sizable roadway expansion costs combined with sewer and storm water expansion. Accordingly, given that a housing option was unlikely and given the

compelling arguments for adding the land into the Land Bank staff advanced that approach.

The reduced non-contiguous land area before the Council currently totals approximately 2.73 acres (a little more than half the size previously analyzed). Although the staff has not fully investigated the specific land characteristics of each lot, the overall square footage would not qualify for a PRUD and the redevelopment of the parcels into single family homes would face significant infrastructure challenges. Given the location of the parcels within the larger land area much of this land would have to be given over to roadway construction. Some of these lots are fairly inaccessible and the logistics of connecting them very complex. In addition, without the clustering opportunity provided by the PRUD provisions issues such as ledge and wetland would make it very challenging to develop many of the lots into standalone house lots. Again, we have not examined each of these lots but the previous analysis which indicated that a development taking advantage of the economies of scale from the PRUD option would not be feasible makes it unlikely that redevelopment of these lots as individual homes would be feasible.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

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

FROM: Greg Mitchell, Economic Development Director

DATE: September 20, 2017

SUBJECT: **Order Authorizing Placing Certain Tax-Acquired, City-owned, and a Private, Donated vacant land parcels into the Land Bank in the Redlon Area of Portland**

SPONSOR: Economic Development Committee/Councilor David Brenerman, Chair. Meeting held on 9/19/2017 and vote was 3-0.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading and Final Action: October 2, 2017

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

PRESENTATION: Patrizia Bailey, Co-Chair/Land Bank Commission and Ethan Hipple, Parks Director/5 Minutes

I. One Sentence Summary

Vote to recommend to the City Council the placement of certain tax-acquired and City-owned vacant land lots into the Land Bank, as well as a portion of a private, donated piece – all in the Redlon area of Portland.

II. Agenda Description

It has always been a goal of the Land Bank Commission to protect open space in the Redlon area of Portland where green space is a “park desert” (i.e., more than one-half mile to nearest park or trail), identified by 2014 Open Space Vision Plan as a priority area for open space/park/trail development.

In the Redlon area, there are several tax-acquired vacant land lots, a few City-owned vacant land lots, and a private, donated piece of vacant land that the Land Bank Commission would like to have the City Council place into the Land Bank to protect this open space. It is noted that the land is forested, very wet, with pockets of granite outcroppings and ledge.

III. Background

At the January 3, 2017 Economic Development Committee meeting, the Committee was updated on the Land Bank Commission's goal since the early 2000's to protect land in the Redlon area of Portland where green space is a "park desert" (i.e., more than one-half mile to nearest park or trail), identified by 2014 Open Space Vision Plan as a priority area for open space/park/trail development. Attachment 1 is a map showing the general location of this Redlon area the LBC wants to protect. It is noted that the land is forested, very wet, with pockets of granite outcroppings and ledge.

In this Redlon area, there are several tax-acquired vacant land lots, as well as a few City-owned vacant land lots, that the LBC would like to have the City Council place into the Land Bank, in addition to a private, donated piece.

In reference to the color coded map in the packet for the subject lots to go into the Land Bank, the light purple lots are the City tax-acquired lots; the dark purple are the City-owned lots; and the lot outlined in pink is the private lot to be donated to the Land Bank.

This color coded map also shows a privately held property that the Land Bank Commission is interested in acquiring to place in the Land Bank. There are on-going discussions with these property owners. Those are color coded as blue, orange, and light green.

IV. Intended Result and/or Council Goal Addressed

The intended result would be the placement of these tax-acquired and City-owned vacant land parcels, containing 2.7 acres, as well as the private, donated piece, in the Land Bank to protect its natural state and provide green space in the Redlon area.

V. Financial Impact and Purchase and Sale Agreement Highlights

There is no financial impact to place the City-owned vacant land parcels in the Land Bank. Additionally, for the City's tax-acquired properties, the City is no longer receiving annual property taxes.

VI. Staff Analysis

Staff supports placing the following tax-acquired vacant land parcels and City-owned vacant land parcels, as well as the private, donated piece, in the Land Bank for protecting this green space in the Redlon area:

Tax-Acquired Vacant Land Parcels (light purple):

177-F-20

177-F-21

177-F-22

193-B-6
193-B-7
193-C-1
193-C-3
193-C-4
193-C-5
193-C-6
193-C-7
193-C-14
193-C-15
193-C-16
193-C-17
193-C-18
193-C-19
193-C-20
193-D-3
193-D-4

City-Owned Vacant Land Parcels (dark purple):

177-F-23
179-F-19
193-C-2

Donated Property (outlined in pink):

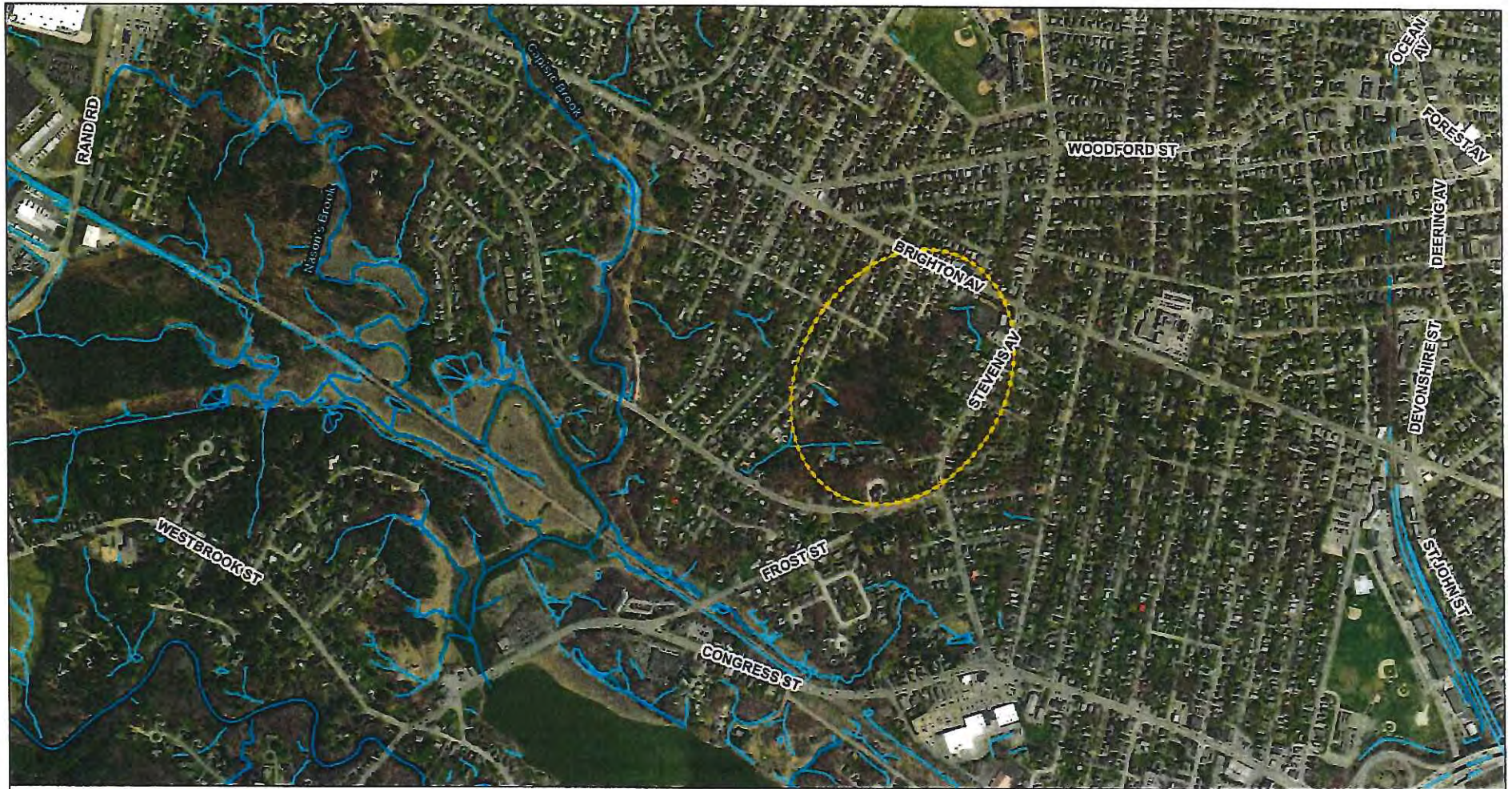
Part of 193-E-31

VII. Recommendation

At the Land Bank Commission meeting on September 14, 2017, it unanimously voted to recommend to the City Council to place the properties listed above into the Land Bank for protection of this green space in Redlon.

In addition, at the September 19, 2017 Economic Development Committee meeting, the Committee voted unanimously (3-0) to recommend to the City Council that it place these vacant land lots into the Land Bank.

Attachments: - Map Showing General Location of Redlon Woods
 - Map Highlighting Subject Parcels
 - Redlon Woods Fact Sheet
 - Map Highlighting Redlon Woods Trail Concept Plan



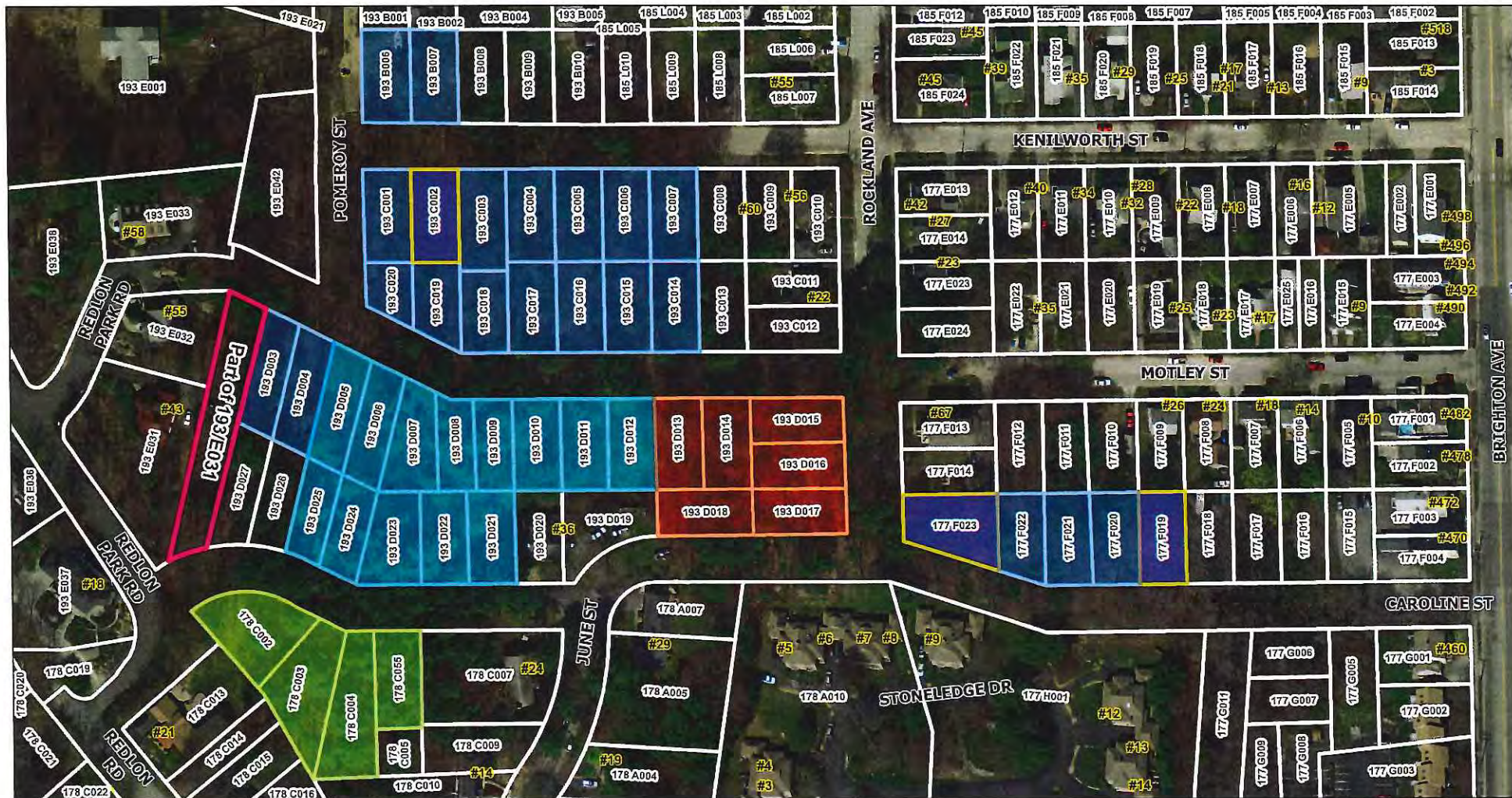
0 350 700 1,400 Feet
Scale: 1 Inch = 700 Feet

General Location of Redlon Woods, Portland, ME

Portland Land Bank Commision
Map by City of Portland DPW 10/4/2016



General Location of Redlon Woods



0 50 100 200 Feet
Scale: 1 Inch = 100 Feet

Redlon Woods

Portland Land Bank Commission
Map by City of Portland DPW 9/15/2017

Legend

- City Tax Acquired
- Taylor Lots
- Berry Lots Group 1
- Berry Lots Group 2

- City Owned
- Cott Donation

Redlon Woods Fact Sheet

- Approximately 5 acres of open space in densely populated residential neighborhood
- Land is forested, very wet, with pockets of granite outcroppings and ledge.
- Because of development costs in rocky and wet areas, only viable development opportunities are most likely high-end single family homes similar to those in “Redlon Park” neighborhood.
- Land is located in a “park desert” (i.e. more than ½ mile to nearest park or trail), identified by 2014 Open Space Vision Plan as priority areas for open space/park/trail development.
- Public Works Department staff indicated that the property is valuable for storm water management function.
- Parks, Recreation and Facilities Department staff sees the property as a valuable addition to the open space network, and provides excellent outdoor recreation and trail opportunities.
- Redlon Woods property provided the catalyst for the creation of the Land Bank in early 2000’s. While the city does own 3 small lots there, much of the land is unprotected.
- Land Bank Commission proposes to preserve this land as open space through a combination of purchases, donations, and converting land from tax-acquired status to Land Bank.
- Land is Currently owned by the following parties:
 - City of Portland: owns 3 lots outright.
 - City of Portland: holds 17 lots as tax-acquired property. Land Bank has voted to put these tax-acquired properties in the Land Bank. Tax Acquired Property Committee has moved to allow that request, pending City Manager and City Council authorization/approval.
 - Berry Family: owns 19 lots, willing to sell. Appraised at \$48,000
 - Taylor Family: owns 4 lots, willing to sell. Appraised at \$16,000
 - Cott Family: owns 1 lot, willing to donate.
- Land Bank has funds to purchase Berry and Taylor lots, and has voted to move forward with having the City negotiate acquisition.
- Economic Development Department staff are willing and able to assist with negotiation of sale of Berry and Taylor lots.
- The long term vision is that the land would be preserved in its present condition as open space and placed in the Land Bank.
- Minimal trail development (privately funded through Portland Trails or Land Bank) and an access point could tie it into the network of trails throughout Portland.
- Next steps:
 - City Manager notification/approval
 - City Council notification/approval
 - Negotiation and purchase (Economic Development)
 - Land Bank protection for the entire property
 - Trail development

Redlon Woods Trail Concept Plan

Tracks

-  Redlon Loop
-  Access Point

Tracks

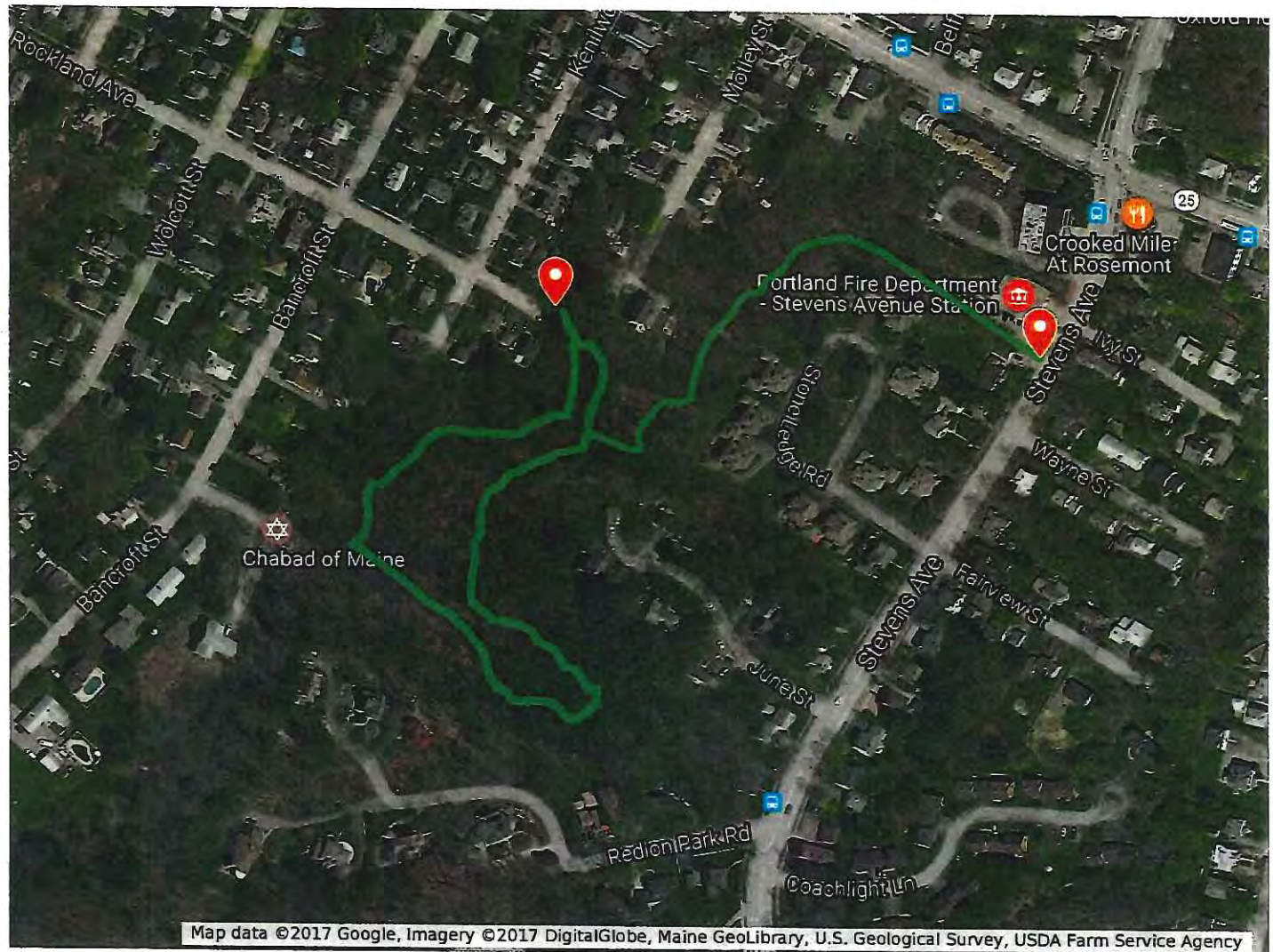
-  Redlon Vernal Pool
-  Access Point

Potential trail routes for Redlon Woods property.

Some sections exist as informal routes already.

Improvements would be minimal, probably less than a week's worth of work for volunteer groups.

Plan updated 1/23/17



Order 72-17/18
~~Tab 17 10-2-17~~
Tab 15 10-16-17

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING BILL OF SALE AND CUSTOMER-OWNED STREET
LIGHTING AGREEMENT WITH CENTRAL MAINE POWER COMPANY FOR
STREET LIGHTS**

ORDERED, that the Bill of Sale and Customer-Owned Street Lighting Agreement with Central Maine Power Company, for the purchase of street lights, fixtures and some street light poles at a price not to exceed \$586,577.00, to initiate the process of conversion of city street lights to Light-emitting Diode (LED) technology, is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that, provided that Central Maine Power Company executes the Bill of Sale in substantially the form attached hereto, the City Manager is hereby authorized to execute the Bill of Sale and Customer-Owned Street Lighting Agreement in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of the Bill of Sale and Customer-Owned Street Lighting Agreement.

MEMORANDUM
City Council Agenda Item

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

FROM: Troy Moon, Sustainability Coordinator

DATE: 9/25/2017

SUBJECT: Order authorizing the City Manager to enter into a Customer Owned Street Lighting Agreement with Central Maine Power for the purpose of converting municipal street lights to LED technology.

SPONSOR: Nicholas Mavodones, Chair, Finance Committee

COUNCIL MEETING DATE ACTION IS REQUESTED: October 6, 2017
1st reading ☒ Final Action ☐

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

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

I. ONE SENTENCE SUMMARY: The order authorizes the City Manager to enter into a Customer Owned Street Lighting Agreement with Central Maine Power and to complete a Bill of Sale for the purchase the utility owned street lighting equipment.

II. AGENDA DESCRIPTION: A state law enacted in 2013 allows municipalities to purchase the utility owned street lighting equipment in their communities and to replace it with energy efficient LED lighting. Executing such a purchase is a necessary first step to accomplish the City Council's goal of implementing an LED lighting upgrade project. City staff and partners from TEN Connected Solutions and Bernstein Shur have worked with CMP to develop a customer owned street lighting agreement in conformance with PUC rules that will allow the City to take ownership of the CMP owned lighting equipment within the City limits. This includes the lamps, fixtures, and mast arms that attach the lights to the poles. The agreement also transfers ownership of CMP owned poles that are used for street lighting purposes only. The value of these assets – the net book value (NBV) – is determined by a formula established by the Public Utilities Commission. The formula assigns a depreciated value to individual lights in the inventory depending on the length of time the light and fixture have been in place. The NBV of the entire inventory equals the sum of the depreciated value of each light in the inventory. After applying the formula, the cost to purchase the street lighting assets from CMP is approximately \$590,000. Before executing the agreement CMP will run a final depreciation calculation to account for changes since we began negotiations. Upon execution of the agreement the City will have three years to complete the LED lighting replacement program.

III. BACKGROUND: In Maine, street lights are typically owned and maintained by the local electric utility. Portland's lights are currently owned by Central Maine Power. In 2013 the State enacted an omnibus energy bill that included provisions requiring the investor owned utilities to sell street lighting assets to municipalities interested in owning these assets and replacing them with LED lighting equipment. (Sec.E-1.35-A MRSA §2523). The PUC subsequently adopted rules governing the process utilities and interested municipalities must follow should they choose to exercise such a buyout. The rules establish detailed requirements for the buyout process, including a formula to determine the net book value (NBV) of the utility owned street light assets. The rules also establish detail procedures for replacing the lights with municipally owned lights including what equipment can be attached to utility owned poles, fusing requirements for municipally owned lights on utility owned poles, qualifications required for personnel installing municipally owned lights on utility owned poles, and time frames under which a transition to LED lighting must occur once a municipality takes ownership of the lighting assets. City staff has worked with Central Maine Power to negotiate a customer owned street lighting agreement in conformance with State law and the PUC rules and, pending Council approval of an agreement with TEN Connected Solutions, is prepared to complete the buyout process and begin replacing the existing lights with new, City owned LED fixtures in conformance with the rules established by the PUC.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED: Purchasing the CMP owned lighting equipment is a necessary first step to implement the City Council's goal of transitioning to LED street lights.

V. FINANCIAL IMPACT: The cost of purchasing the existing street lights will be approximately \$590,000 with the final amount determined by the current depreciated value of the equipment. The City Council allocated funds for this purpose in the FY 16 and FY 17 CIP budgets. The City must complete a buy out of the existing CMP infrastructure before moving to replace it with City owned LED equipment. Once the replacement is complete the City will no longer pay a monthly lease fee for the equipment and will pay reduced costs for lighting. Once the buyout out is complete the City will save approximately \$1 million per year in street lighting costs.

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

VII. RECOMMENDATION: Staff recommends that the Council adopt the resolution.

VIII. LIST ATTACHMENTS: Customer owned street lighting agreement between Central Maine Power and the City of Portland and a Bill of Sale document for the purchase of the utility owned lighting equipment.

Prepared by: Troy Moon, Sustainability Coordinator

Date: 9/25/2017

Bean/agendarequestmemo/rev 1/23/2017

BILL OF SALE

Pursuant to this Bill of Sale, **CENTRAL MAINE POWER COMPANY**, a Maine corporation ("**Seller**"), for good and valuable consideration in the amount of Five Hundred Eighty-Six Thousand Five Hundred Seventy-Seven Dollars (\$586,577.00) paid to Seller by the **CITY OF PORTLAND, MAINE**, a municipality within the meaning of 30-A M.R.S. § 2001 ("**Purchaser**"), the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, assigns, transfers, delivers and sets over to Purchaser Seller's entire right, title and interest in and to all fixtures used for street lighting purposes, including brackets, luminaires, lamps, photocells, fuses, fixture conductor wires, hardware, controls, and poles in place solely for street lighting purposes, located within the municipal geographic limits of the Purchaser (collectively, the "**Street Lights**"), including, without limitation, all such Street Lights listed on **Schedule A** attached hereto and incorporated herein.

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever.

THIS BILL OF SALE is made and entered into pursuant to the provisions of the Customer Owned Street Lighting Agreement dated _____, 2017 between Seller and Purchaser (the "**Customer Agreement**").

SELLER HEREBY WARRANTS that the Street Lights are free and clear of liens, encumbrances, and adverse claims arising by, through, or under Seller; that Seller has all power to execute this Bill of Sale and to transfer the Street Lights as provided herein, and that it has taken all action to authorize the execution and delivery of this Bill of Sale and the transfer of the Street Lights to Purchaser as provided herein.

PURCHASER HEREBY ACKNOWLEDGES that, except as expressly provided in the Customer Agreement or this Bill of Sale, the Street Lights are being conveyed on an "as is", "where is" and "with all faults" basis, without recourse representation, or warranty of any kind, whether express or implied. The foregoing disclaimer shall include, without limitation, any implied warranty of merchantability or fitness for a particular use or purpose.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Central Maine Power Company and the City of Portland, Maine have caused this Bill of Sale to be executed as of the day and year first written above.

WITNESS:

CENTRAL MAINE POWER COMPANY

By: _____

Its:

Print Name:

DATE: _____

WITNESS:

CENTRAL MAINE POWER COMPANY

By: _____

Its:

Print Name:

DATE: _____

WITNESS:

CITY OF PORTLAND, MAINE

By: _____

Its: City Manager

Print Name: Jon P. Jennings

DATE: _____

CUSTOMER OWNED STREET LIGHTING AGREEMENT

This Customer Owned Street Lighting Agreement ("Agreement") is entered into as of the ____ day of _____, _____, by the City of Portland, Maine ("the Municipality"), and Central Maine Power Company ("the Company"). This Agreement sets forth the agreement between the Municipality and the Company with respect to the terms and conditions under which the Company may sell and provide light fixtures attached to Company poles and the Municipality may install, own and maintain light fixtures attached to poles owned by the Company, whether such poles are owned individually by the Company or as joint owner with another entity (Company Owned Poles"). The Municipality and the Company may be referred to herein individually as a "Party" or collectively as the "Parties."

1. BACKGROUND

Under Section 53 of the Company's Terms and Conditions, entitled "Municipal Ownership of Streetlights," Municipalities may choose among three options for street lighting service, as set forth below:

- A. The Company will provide all of the components of the street lighting system, including installation on Company poles and maintenance of such lighting system. The Company will deliver electricity to the street lighting system from a power vendor selected by the municipality. For such service (Full Service Lighting), the Municipality shall pay the appropriate charges set forth in the Company's Rate SL (Street Lighting Service) Electric Delivery Rate Schedule; or
- B. The Company will install and connect on its poles all of the components of the Street Lighting Hardware as selected, purchased and owned by the Municipality. Maintenance of all components of light fixtures will be the responsibility of the Municipality or its contractor; or
- C. The Company will connect to its distribution system light fixtures owned and installed by the Municipality on Company poles. Maintenance of all components of light fixture and mounting hardware will be the responsibility of the municipality or its contractor.

2. SCOPE OF THIS AGREEMENT; TERM

This Agreement sets forth the terms and conditions under which the Municipality may install, own and maintain light fixtures attached to Company Owned Poles, pursuant to options (B) and (C) above. This Agreement is entered into by the Parties pursuant to Section 53 of the Company's Terms and Conditions. To the extent that the provisions of this Agreement and those set forth in the Company's Electric Delivery Rate Schedules or its Terms and Conditions are in conflict, the provisions set forth in the Company's Electric Delivery Rate Schedules and its Terms and Conditions shall take precedence over any conflicting terms set forth in this Agreement.

The term of this Agreement shall commence upon execution by both Parties and shall continue in effect for as long as Municipality owns Street Lighting Hardware that is located on Company Owned Poles.

3. DEFINED TERMS

Any other capitalized terms used in this Agreement that are specifically defined herein shall have the meanings set forth in the Company's Electric Delivery Rate Schedules and its Terms and Conditions.

"Business Day" means any day except a Saturday, Sunday, or a legal holiday in the State of Maine. A Business Day shall open at 8:00 a.m. and close at 4:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

"Commission" means the Maine Public Utilities Commission or any successor entity.

"Dedicated Street Lighting Conductor" shall mean a conductor used for the sole purpose of providing electric service to a street light. This excludes the tap wires from the secondary conductors to the street light fixture itself.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region.

"Routine Maintenance" shall mean (a) prior to the time when a fuse has been installed, changing of the lamp, and/or photocell, cleaning of the glass, reflector or photocell, as well as clearing of debris from the fixture and (b) after a fuse has been installed on a fixture, changing of the lamp, and/or photocell, ballast/driver, starter, fuse, fixture, fixture conductor wire, hardware and controls for any particular light, cleaning of the glass, reflector or photocell, as well as clearing of debris from the fixture.

"Street Lighting Hardware" shall mean the bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware and controls for any particular street light fixture. Hardware shall also include poles in place solely for street lighting purposes.

4. OWNERSHIP

For each street light fixture covered by this Agreement, the Municipality will provide, own, install and maintain the Street Lighting Hardware. Dedicated Street Lighting Conductors will be owned and maintained by the Company.

5. STREET LIGHTING HARDWARE STANDARDS

All Street Lighting Hardware provided by Municipality for installation on the Company's system shall be free from all defects and shall in no way jeopardize the Company's electric distribution system. The Company may refuse to allow the placement of any streetlight fixture which, in the Company's sole reasonable opinion, are not so free from defects or that might so jeopardize said system. If the Company refuses the placement of a streetlight fixture, it shall, at the time of the refusal, provide the Municipality with the specific reason or reasons for the refusal.

All Street Lighting Hardware shall be of a modern type approved roadway lighting for normal use by the Company. Once a specific fixture type has been approved by the Company as acceptable equipment, additional use of that fixture type as a replacement in a location where a street light currently exists will not require

additional approval by the Company, provided that the replacement light has a similar or lesser weight and wind profile as the light being replaced.

6. TRANSMISSION AND DISTRIBUTION SERVICE

For each street light fixture covered by this Agreement, the Municipality shall take Delivery-Only Service for such fixture in accordance with the Company's currently effective Rate SL Electric Delivery Rate Schedule.

7. DESCRIPTION AND LOCATION OF STREET LIGHTS

Exhibit A to this Agreement sets forth a description and location of all street light fixtures owned by the Municipality and located on Company Owned Poles. The Municipality shall notify the Company at least thirty (30) days in advance of making any changes to its street lighting inventory. Exhibit A shall be updated as necessary, but no more frequently than on a monthly basis, to reflect any changes to street lighting inventory.

Prior to the sale of street lighting equipment to the Municipality, the Company shall provide the Municipality with a complete inventory based on billing and property records of the street lighting equipment to be sold. The Municipality shall have ninety (90) days to provide corrections or objections to that inventory, after which time the inventory provided by the Company shall be deemed correct for all billing purposes. Should the Municipality choose to conduct a physical audit to confirm the inventory, the audit will be scheduled at a time that allows a representative of the Company to participate.

Street lighting equipment shall at all times contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit by the Company to confirm same. The Company will not charge the Municipality for the cost of these periodic audits. However, if the Company finds lamps which are in addition to or different from those reported by the Municipality or any other unauthorized equipment attached to the pole or fixture by the Municipality, the Company may conduct a full audit to determine the extent of the violations. The Company shall bill the Municipality for the reasonable cost of the full audit. Prior to conducting a full audit, the Company will consult with the Municipality and will work with the Municipality to coordinate such an audit.

All Street Lighting Hardware owned by Municipality and located on Company Owned Poles shall bear an ownership identification marking or label which is readily visible from the ground during daylight hours. All street lighting equipment purchased from the Company shall be so identified at the expense of Municipality no later than six (6) months from the time of purchase. In addition, Street Lighting Hardware shall have lamp fixture identification in accordance with the latest NEMA or ANSI Standard for High Intensity Discharge Lamps and Luminaires (ANSI Publication C 136.15 - 1980 and subsequent revisions). The ownership identification marking or label requirements set forth herein shall not apply in the circumstance in which Municipality has purchased all street lighting equipment in the Municipality from the Company all at one time.

8. MAINTENANCE OF STREET LIGHTING HARDWARE

For each street light fixture covered by this Agreement, Municipality shall maintain the Street Lighting Hardware at its own expense. Maintenance shall not include connection or disconnection to the Company's distribution system, which shall be performed by Company personnel only. In performing such maintenance work the Municipality shall not permit its agents, employees or contractors to climb or otherwise ascend Company Owned Poles, but rather shall maintain the Street Lighting Hardware on such poles by using an aerial device. Section 53 of the Company's Terms and Conditions sets forth the additional maintenance requirements

for municipalities using contractors or municipal employees to perform street lighting maintenance work. Those provisions are incorporated herein.

Municipality may request, and the Company may agree at its sole option, that the Company provide maintenance service for street lights owned by the Municipality. For purposes of this section, maintenance service may include Routine Maintenance as defined herein, but shall be limited to maintenance requested by the Municipality and shall not include maintenance initiated by the Company under the terms of Section 10 below or requests for installation, removal, replacement or relocation of street light fixtures. Section 53 of the Company's Terms and Conditions sets forth the pricing for such maintenance services. Any requests for maintenance from the Municipality to Company shall be in writing on the form included as Exhibit B to this Agreement.

Within 7 Business Days of receipt of a request for maintenance service from the Municipality, the Company will either perform such work or provide a good faith estimate of the timeframe within which the Company will be able to complete the requested maintenance services. Within 7 Business Days of receipt of such estimate, the Municipality shall instruct the Company whether to commence with such maintenance services based on the timeframe proposed by the Company or whether the Municipality will make other arrangements for the performance of such maintenance services.

Municipality will repair or replace inoperative lighting controls for the lights owned by Municipality within sixty (60) days of failure. The Company will bill standard attachment fees for any de-energized fixtures and/or associated equipment left attached to the Company's poles for longer than sixty (60) days that is not being billed and paid for under the Company's Rate SL Electric Delivery Rate Schedule. This provision will not apply in the event that the Company is performing maintenance on behalf of Municipality and is the cause of the delay in repairing or replacing inoperative lighting equipment.

9. CONNECTION AND DISCONNECTION

The Company will apply charges for connection and disconnection as set forth in the Company's Term and Condition 53 and in accordance with the Company's Rate SL Electric Delivery Rate Schedule.

The installation, maintenance, and removal of connections to the Company's secondary distribution system is restricted to authorized Company personnel. Work involving only Routine Maintenance does not require disconnection prior to the municipality or its contractor performing such work. Municipality does not need to notify the Company prior to performing any Routine Maintenance.

All existing fixtures must be fused by the Municipality within ten (10) years of the date that Municipality acquires them from the Company. All new fixtures must be fused when installed. Any existing Municipality owned street lights, or street lights acquired from the Company, will be set to operate in the "Fail Off" mode which can be phased in over the same ten (10) year period. All new fixtures will be installed to operate in the "Fail Off" mode.

10. INSTALLATION, REMOVAL, REPLACEMENT, AND RELOCATION

- (a) **Municipality Requests**. Municipality shall make any request to the Company for the installation, removal, replacement and relocation of street light fixtures, or shall notify Company of its intent to install, remove or relocate any street light fixture in writing on the form included as Exhibit B to this Agreement. Within 10 Business Days of receipt of request for installation, removal, replacement or relocation of street light fixtures, the Company will provide a good faith estimate of the timeframe within which the Company will be able to complete the installation, removal, replacement or relocation.

Within 7 Business Days of receipt of such estimate, the Municipality shall instruct the Company whether to commence with the requested work based on the timeframe proposed by the Company or whether the Municipality will make other arrangements for the performance of such work.

By its approval or acceptance of any street light installation, the Company does not give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of such installation; provided, however, that with respect to any street light installation that was performed by the Company, the Company warrants that such installation was performed in accordance with Good Utility Practice.

(b) Company-Initiated Work.

- (i) **Non-Emergency Basis.** When Company needs to replace or repair existing poles/wire configurations on a non-emergency basis (such in the event of road changes requiring pole relocation, maintenance/repair/replacement of poles, or for any other non-emergency reason), the Company will notify Municipality as far in advance of the proposed work to be performed as is practicable under the circumstances. Municipality or their contractor must remove, relocate, and reinstall municipal-owned street lighting fixtures and/or equipment at their expense. In the event that Municipality fails to remove, relocate, and reinstall municipal-owned street lighting fixtures and/or equipment in a timely manner, the Company may elect to remove, relocate, and reinstall any such undamaged municipal-owned street lighting fixtures and/or equipment and shall bill the Municipality for any cost incurred by the Company to do so, which shall be calculated by using the Connection and Installation charge applicable to additional street lights under Section 53 of the Company's Terms and Conditions.
- (ii) **Emergency Basis.** When Company needs to replace or repair existing poles/wire configurations on an emergency basis (such in the event of a car/pole accident), the Company may elect to remove, relocate, and reinstall any undamaged municipal-owned street lighting fixtures and/or equipment at the expense of the Municipality, in which case the Company shall bill the Municipality for any cost incurred by the Company in completing such removal, relocation and reinstallation, which shall be calculated by using the Connection and Installation charge applicable to additional street lights under Section 53 of the Company's Terms and Conditions.

11. BILLING

All work performed by the Company at the expense of the Municipality shall be billed to the Municipality monthly, with reasonable itemization, at the Company's then-current rates for such work as described in the Company's Term and Condition 53, as approved by the Commission. All such bills shall be payable when rendered. Bills paid more than thirty (30) days from the date of billing shall bear interest at the rate of one percent (1%) per month from the date of billing.

12. PAYMENT SCHEDULE

Municipality may purchase street lighting equipment from the Company all at one time or over a period not to exceed three (3) years. If the Municipality elects to phase in the purchase of the Company's street lights over multiple years, the Municipality must purchase all street lights billed to the Municipality's account(s) within three (3) years from the date of the first purchase. Any such purchase and sale of street lights shall be documented in either a separate Purchase and Sale Agreement or Bill of Sale between Municipality and Company.

The price for any such purchase shall be based on net book value. The Company's net book value calculation for a municipality shall show for each vintage year (1) the net amount of street lighting plant additions and retirements associated with the municipality; (2) the net accumulated depreciation amount, including depreciation expense incorporating both the depreciable life and the removal cost component for plant still in service, retirements, and actual removal and salvage costs associated with those retirements; and (3) associated income tax impacts.

If the Municipality wishes to remove rather than purchase all or some of its streetlights, the Company will determine the charge for removal and disposal costs using the following methodology. CMP will determine the weighted average age of the street lights to be removed based on the age and level of the investment. For each street light to be removed, CMP will multiply the original cost of the street light by the number of years the street light has been in service. CMP then will sum (i) the aforementioned products and (ii) the original cost of all street lights to be removed and will divide (i) by (ii). If the outcome is fifteen or greater, CMP will not assess a charge to remove the street lights. If the outcome is less than fifteen, CMP will subtract the outcome from fifteen and divide the difference by fifteen. CMP then will apply this result to the remaining net book value of the street lights to be removed to determine the charge to remove the street lights. The net book value will be based on CMP's records.

Exhibit C to this Agreement sets forth the agreed-upon payment dates and [balances] [percentages] for the purchase of the Municipality's street lighting equipment.

13. BREACH AND REMEDIES

Each Party hereby agrees to carry out the terms and conditions of this Agreement, and not knowingly to take any action that would interfere with the performance of this Agreement. In the event of any breach of any of the terms or conditions of this Agreement by either Party, other than a breach for which immediate sanctions or specified cure periods are specifically provided under this Agreement, the breaching Party shall have thirty (30) days following receipt of notice from the non-breaching Party in which to cure. In the event of any uncured breach, the breaching Party shall be liable to pay the other Party any and all costs or damages caused the other Party as a result thereof.

14. DISPUTE RESOLUTION

Any disputes regarding the rights or obligations of the Company or Municipality under this Agreement shall be referred to the Commission for resolution. Neither the Company nor Municipality may petition the Commission to initiate such dispute resolution procedures unless the Parties, through their respective duly authorized representatives, have first attempted in good faith to resolve the dispute.

15. INSURANCE REQUIREMENTS

As a condition of installing any lighting equipment on Company poles or performing any street light maintenance on Company poles, the Municipality shall at all times maintain in place \$1 million liability insurance in the amount and under such terms as may be required by the Commission (as further set forth in Section 53 of the Company's Terms and Conditions), with the Company named as an additional insured. Such insurance shall include provisions or endorsements naming Company, its directors, officers and employees as additional insureds; provisions that the insurance is primary insurance with respect to the interest of Company and that any insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder; cross-liability or severability of insurance interest clause; and provisions that the policies shall not be cancelled or their limits of liability reduced without sixty (60) days prior written notice to

Company. Within ten (10) days after execution of this Agreement, Municipality shall, if required by the Commission to provide liability insurance, furnish to Company a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company or at the discretion of Company, in lieu thereof, insurance shall be issued by insurance companies rated A- VII or better, by Best's Insurance Guide and Key Ratings, (or, if Best's Insurance Guide and Key Ratings is no longer published, an equivalent rating by another nationally recognized insurance rating agency of similar standing) or other insurance companies of recognized responsibility. The liability insurance required under this Section shall be considered excess and shall not be deemed a waiver of immunity under the Maine Tort Claims Act.

16. INDEMNIFICATION

Municipality hereby agrees to indemnify, defend, and hold harmless Company, its affiliates, any other owners of poles on which Street Lighting Hardware is located pursuant to this Agreement, and the trustees, directors, officers, employees, agents, consultants, advisors and representatives of each of them (each, an "Company Indemnified Party") from and against any and all claims, judgments, demands, damages, fines, losses, interest, awards, causes of action, litigation, lawsuits, administrative proceedings or investigations, penalties and liabilities, costs and expenses (including reasonable attorneys' fees and disbursements and other reasonable costs of suit, arbitration, dispute resolution or other similar proceeding) in tort, contract, or otherwise (collectively "Liabilities") incurred or suffered by any Company Indemnified Party arising from a contractor or employee of the Municipality performing work on any Company Owned Pole; provided, however, that Municipality is not required to indemnify Company for any costs, losses, or damages resulting from work performed by Company. The foregoing indemnification provisions shall not be deemed a waiver of immunity under the Maine Tort Claims Act or any other applicable law.

17. CHANGE IN LAW; SEVERABILITY

If, after the execution of this Agreement, any right or obligation of a Party under this Agreement is materially altered as the result of any revision to laws or regulations applicable to Municipal installation, ownership, or maintenance of Street Lighting Hardware on Company Owned Poles, the Parties agree to negotiate in good faith in an attempt to amend this Agreement to conform to the revised laws or regulations and to present any such agreed-upon amendment to the Commission for approval. The intent of the Parties is that any such amendment will preserve, as closely as possible, the basic intent and substance of this Agreement, as set forth herein. In the event that the Parties are unable to agree upon an amendment to this Agreement pursuant to this paragraph, the Parties agree to submit the matter to the Commission for resolution in accordance with Section 14 above.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced by the smallest extent necessary to conform such provision to the applicable law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties hereto, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. In the event that the Parties are unable to agree upon an amendment to this Agreement pursuant to this paragraph, the Parties agree to submit the matter to the Commission for resolution in accordance with Section 14 above.

18. MISCELLANEOUS

(a) This Agreement may be modified only by a writing duly executed by each of the Parties hereto or by order of the Commission.

(b) This Agreement shall be construed and interpreted in accordance with the laws of the State of Maine notwithstanding any choice of law rules which may direct the application of the laws of another jurisdiction.

(c) Notices as to operational matters (such as the installation, removal, relocation and maintenance of street light fixtures) shall be provided by electronic mail as follows:

If to the Company:

[company e-mail contact]

If to the Municipality:

[Municipality e-mail contact]

All other notices hereunder (such as legal notices in the event of breach) shall be in writing and deemed duly delivered if hand delivered to the recipient, or sent by certified mail, postage prepaid or by reputable overnight delivery service. Notices shall be addressed as follows:

If to the Company:

Director
Marketing and Sales
Central Maine Power Company
83 Edison Drive
Augusta, Maine 04336

If to the Municipality: City Manager

City of Portland
389 Congress Street
Portland, Maine 04101

Either party may change its address by giving the other party hereto written notice thereof in the manner provided in this section.

(d) Nothing contained in this Agreement, whether express or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies.

(e) No delay or omission on the part of either Party to exercise any right accruing to it under the terms of this Agreement shall impair any such right or be deemed in any way a waiver on such Party's part, or construed as an estoppel against it, or impair any right or remedy arising subsequent thereto.

(f) The captions and section headings contained in this Agreement are for reference only, and shall not affect the construction or interpretation of any provision hereof.

(g) This Agreement may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

WITNESS: CENTRAL MAINE POWER COMPANY

By: _____
Its:
Print Name:

DATE: _____

WITNESS: CENTRAL MAINE POWER COMPANY

(_____
By: _____
Its:
Print Name:

DATE: _____

WITNESS: CITY OF PORTLAND

By: _____
Its:
Print Name:

DATE: _____

Exhibit A

Description and location of all street light fixtures owned by the Municipality and located on Company Owned Poles.

This is identical to Exhibit A in the Bill of Sale

EXHIBIT B

Request Form for the installation, removal, maintenance and relocation of street light fixtures.

For CMP Use

Box 1
Municipality: _____
Date Sent: _____
Street Name: _____



**CENTRAL MAINE
POWER**

**Municipal Street/Area
Lighting Request
Exhibit B**

SAP Customer No: _____
Account No: _____
Notification: _____
Work Order: _____

Please fill out **Box 1** and **Box 2**, and send to your Key Account Manager (KAM). The KAM will create a time estimate and return to you. Please then fill out **Box 3** to signify your acceptance of this agreement and return to KAM.

KAM Name: _____ Email Address: _____
Phone: _____ FAX # _____

[illegible]

Notes:

Central Maine Power Company

By (printed name): _____

Date: [Click here to enter a date.](#)

Signature:

Date Received: [Click here to enter a date.](#)

Estimated Completion Date: [Click here to enter a date.](#)

Reject/reason:

Municipality

By (printed name):

Title:

Date: [Click here to enter a date.](#)

Signature: _____

Complete Request: ☐

Drop Request: ☐

FOR CMP USE ONLY

Effective Date of Replacement: _____ GSS Updated Completed By: _____ Date: [Click here to enter a date.](#)
No. Months Remaining: _____ Installed by: _____ Date: [Click here to enter a date.](#)



**CENTRAL MAINE
POWER**

EXHIBIT C

Final Net Book Value calculations to occur for closing of the street lighting equipment sale. This will account for asset depreciation since February, 2017.



Wed 5/24/17 3:56 PM

Daniels, Stephen <Stephen.Daniels@cmpco.com>

RE: request for detail on the buy-back

To: ☐ Jim Schriver

Cc: ☐ Perkins, Rhonda; ☐ Bussiere, Suzanne



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Action Items

Jim,

Attached are the calculations for Portland's street light purchase as of February 2017. We will need to recalculate for any changes since February once we are ready to lock down a sale date.

Thanks

Steve



**CENTRAL MAINE
POWER**

Stephen D. Daniels, CIEM
Manager, Sales
205 Center Road, Fairfield, ME 04937
Office 207-453-3393
Cell 207-314-1080
Fax 207-620-4931
stephen.daniels@cmpco.com



In the interest of the environment,
please print only if necessary and recycle.

Portland - Includes Islands			
Net Book Value at February 28, 2017			
Net Book Value			567,306
Income Tax Impacts			19,271
Sales Proceeds			<u>586,577</u>

		Sales Proceeds @ Net Book Value	Gross-Up of Tax Impact	Adjusted Sales Proceeds		Deferred Tax Asset @ February 28, 2017
Sales Proceeds		567,306	19,271	586,577		
Net Book Value		567,306		567,306		
Book Gain/(Loss)		0		19,271		
Current Tax Expense	A	80,193		88,056		Federal Def Tax @ 35% 68,785
Deferred Tax		(68,785)		(68,785)		
Net Tax Expense		11,408		19,271		
Net Income (Loss)		(11,408)		0		
Tax Calculation with Proceeds at Net Book Value		Sales Proceeds - Net Book Value (4)		567,306		
		Less: Net Tax Basis (5)		370,777		
		Tax Gain/(Loss)		196,529		
		Federal Tax Due @ 35%		68,785		
		State Tax Due @ 8.93%		17,550		
		Federal benefit of state (35% x state tax)		(6,143)		
		Total current income tax due		80,193	A	
(C)						
Tax Calculation with Proceeds Increased for Tax Impacts		Sales Proceeds - Net Book Value (4)		567,306		
		Sales Proceeds - Income Tax Impact		19,271		
		Total Sales Proceeds		586,577		
		Less: Net Tax Basis (5)		370,777		
		Tax Gain/(Loss)		215,800		
		Federal Tax Due @ 35%		75,530		
		State Tax Due @ 8.93%		19,271		
		Federal benefit of state (35% x state tax)		(6,745)		
		Total current income tax due		88,056	A	

SCHEDULE A

[Insert list of lights from Customer Agreement]

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
LIGHTING ONLY										
Cliff Island	441-1497726-001	034	4737	031	3	75/02/28	\$10.20	1	SL-SE-0070	CAUSEWAY ROAD
Cliff Island	441-1497726-001	034	4737	031	4	04/11/28	\$10.20	1	SL-SE-0070	CAUSEWAY ROAD
Cliff Island	441-1497726-001	034	4737	031	7	75/02/28	\$10.20	1	SL-SE-0070	CAUSEWAY ROAD
Cliff Island	441-1497726-001	034	4737	031	12	75/02/28	\$10.20	1	SL-SE-0070	CAUSEWAY ROAD
Cliff Island	441-1497726-001	034	4737	039	1	75/01/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	1.2	75/01/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	2	75/01/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	4	75/01/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	5	75/01/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	7	75/01/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	9	75/01/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	11	75/01/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	13	75/01/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	15	75/02/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	18	75/02/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	25	75/02/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	27	75/02/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	039	30	75/02/28	\$10.20	1	SL-SE-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	050	4737	039	32	17/01/27	\$10.92	1	SL-SC-0070	CLIFF ISLAND AVENUE
Cliff Island	441-1497726-001	034	4737	119	2	75/01/28	\$10.20	1	SL-SE-0070	HILLSIDE ROAD
Cliff Island	441-1497726-001	034	4737	119	3	75/01/28	\$10.20	1	SL-SE-0070	HILLSIDE ROAD
Cliff Island	441-1497726-001	034	4737	265	1	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	3	90/03/23	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	5	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	7	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	9	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	11	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	13	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	15	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	17	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	19	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	22	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	26	95/09/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	29	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	32	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	34	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	36	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	40	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	502	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	504	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	507	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	509	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	511	75/01/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Cliff Island	441-1497726-001	034	4737	265	514	78/11/16	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Great Diamond	441-1497712-001	036	4736	010	6	90/03/23	\$11.28	1	SL-SE-0100	BAR ROAD
Great Diamond	441-1497712-001	034	4736	010	8	90/06/01	\$10.20	1	SL-SE-0070	BAR ROAD
Great Diamond	441-1497712-001	034	4736	010	10	90/06/01	\$10.20	1	SL-SE-0070	BAR ROAD
Great Diamond	441-1497712-001	034	4736	038	1	90/05/31	\$10.20	1	SL-SE-0070	CLEEVE STREET
Great Diamond	441-1497712-001	032	4736	038	3	11/04/28	\$9.31	1	SL-SE-0050	CLEEVE STREET
Great Diamond	441-1497712-001	034	4736	038	7	92/04/26	\$10.20	1	SL-SE-0070	CLEEVE STREET
Great Diamond	441-1497712-001	032	4736	038	13	96/09/27	\$9.31	1	SL-SE-0050	CLEEVE STREET
Great Diamond	441-1497712-001	032	4736	038	15	96/11/28	\$9.31	1	SL-SE-0050	CLEEVE STREET
Great Diamond	441-1497712-001	034	4736	041	2	90/05/31	\$10.20	1	SL-SE-0070	CRESCENT AVENUE
Great Diamond	441-1497712-001	034	4736	041	4	90/05/31	\$10.20	1	SL-SE-0070	CRESCENT AVENUE
Great Diamond	441-1497712-001	034	4736	041	6	90/05/31	\$10.20	1	SL-SE-0070	CRESCENT AVENUE
Great Diamond	441-1497712-001	034	4736	041	6.1	90/06/01	\$10.20	1	SL-SE-0070	CRESCENT AVENUE
Great Diamond	441-1497712-001	034	4736	041	10	90/06/01	\$10.20	1	SL-SE-0070	CRESCENT AVENUE
Great Diamond	441-1497712-001	034	4736	041	13	90/06/01	\$10.20	1	SL-SE-0070	CRESCENT AVENUE
Great Diamond	441-1497712-001	034	4736	041	15	90/06/01	\$10.20	1	SL-SE-0070	CRESCENT AVENUE
Great Diamond	441-1497712-001	034	4736	041	18	90/06/01	\$10.20	1	SL-SE-0070	CRESCENT AVENUE
Great Diamond	441-1497712-001	034	4736	041	21	90/06/01	\$10.20	1	SL-SE-0070	CRESCENT AVENUE
Great Diamond	441-1497712-001	034	4736	059	5	11/04/28	\$10.20	1	SL-SE-0070	DIAMOND AVENUE
Great Diamond	441-1497712-001	034	4736	103	2	90/06/01	\$10.20	1	SL-SE-0070	MEADOW AVENUE
Great Diamond	441-1497712-001	034	4736	182	2	90/06/01	\$10.20	1	SL-SE-0070	MEADOW AVENUE
Great Diamond	441-1497712-001	050	4736	182	3	14/02/27	\$10.92	1	SL-SC-0070	MEADOW AVENUE
Great Diamond	441-1497712-001	034	4736	328	1.1	90/06/01	\$10.20	1	SL-SE-0070	NANCY LANE
Great Diamond	441-1497712-001	034	4736	328	1.2	90/06/01	\$10.20	1	SL-SE-0070	NANCY LANE
Great Diamond	441-1497712-001	050	4736	328	1.21	08/02/28	\$10.92	1	SL-SC-0070	NANCY LANE
Great Diamond	441-1497712-001	034	4736	328	1.3	90/06/01	\$10.20	1	SL-SE-0070	NANCY LANE
Great Diamond	441-1497712-001	036	4736	328	1.4	90/06/01	\$11.28	1	SL-SE-0100	NANCY LANE
Great Diamond	441-1497712-001	036	4736	328	1.5	90/06/01	\$11.28	1	SL-SE-0100	NANCY LANE
Great Diamond	441-1497712-001	036	4736	328	1.6	96/07/28	\$11.28	1	SL-SE-0100	NANCY LANE
Great Diamond	441-1497712-001	034	4736	328	2	90/06/01	\$10.20	1	SL-SE-0070	NANCY LANE
Great Diamond	441-1497712-001	034	4736	259	3	90/06/01	\$10.20	1	SL-SE-0070	SPRING AVENUE
Great Diamond	441-1497712-001	034	4736	259	5	90/06/01	\$10.20	1	SL-SE-0070	SPRING AVENUE
Great Diamond	441-1497712-001	034	4736	263	3	96/07/28	\$10.20	1	SL-SE-0070	SUNSET AVENUE
Great Diamond	441-1497712-001	034	4736	284	2	90/06/01	\$10.20	1	SL-SE-0070	TRELAWNEY STREET
Great Diamond	441-1497712-001	034	4736	295	2	90/05/31	\$10.20	1	SL-SE-0070	VALLEY AVENUE
Great Diamond	441-1497712-001	034	4736	295	4	90/05/31	\$10.20	1	SL-SE-0070	VALLEY AVENUE
Great Diamond	441-1497712-001	050	4736	295	8	02/12/29	\$10.92	1	SL-SC-0070	VALLEY AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Great Diamond	441-1497712-001	050	4736	310	4	11/04/28	\$10.92	1	SL-SC-0070	WEYMOUTH STREET
Great Diamond	441-1497712-001	050	4736	310	6	11/04/28	\$10.92	1	SL-SC-0070	WEYMOUTH STREET
Great Diamond	441-1497712-001	034	4736	325	1	90/06/01	\$10.20	1	SL-SE-0070	WHITNEY POINT ROAD
Great Diamond	441-1497712-001	034	4736	325	10	90/06/05	\$10.20	1	SL-SE-0070	WHITNEY POINT ROAD
Portland West	441-1500429-001	032	4735	001	1		\$9.31	1	SL-SE-0050	A STREET
Portland West	441-1500429-001	032	4735	001	3		\$9.31	1	SL-SE-0050	A STREET
Portland West	441-1500448-001	032	4735	003	1		\$9.31	1	SL-SE-0050	ALBA STREET
Portland West	441-1500448-001	032	4735	003	3		\$9.31	1	SL-SE-0050	ALBA STREET
Portland West	441-1500448-001	032	4735	003	5		\$9.31	1	SL-SE-0050	ALBA STREET
Portland West	441-1500448-001	049	4735	003	6		\$10.94	1	SL-SC-0050	ALBA STREET
Portland West	441-1500448-001	032	4735	003	7		\$9.31	1	SL-SE-0050	ALBA STREET
Portland West	441-1500448-001	049	4735	003	8		\$10.94	1	SL-SC-0050	ALBA STREET
Portland West	441-1500448-001	032	4735	003	10		\$9.31	1	SL-SE-0050	ALBA STREET
Portland West	441-1500448-001	032	4735	003	11		\$9.31	1	SL-SE-0050	ALBA STREET
Portland West	441-1500429-001	036	4735	018	1		\$11.28	1	SL-SE-0100	ALBION STREET
Portland West	441-1500429-001	032	4735	018	3		\$9.31	1	SL-SE-0050	ALBION STREET
Portland West	441-1500448-001	032	4735	019	2		\$9.31	1	SL-SE-0050	ALDEN CIRCLE
Portland West	441-1500448-001	049	4735	019	4		\$10.94	1	SL-SC-0050	ALDEN CIRCLE
Portland West	441-1500448-001	032	4735	019	6		\$9.31	1	SL-SE-0050	ALDEN CIRCLE
Portland West	441-1500448-001	032	4735	019	8		\$9.31	1	SL-SE-0050	ALDEN CIRCLE
Portland West	441-1500448-001	032	4735	004	1		\$9.31	1	SL-SE-0050	ALDWORTH STREET
Portland West	441-1500448-001	032	4735	004	3		\$9.31	1	SL-SE-0050	ALDWORTH STREET
Portland West	441-1500448-001	032	4735	004	5		\$9.31	1	SL-SE-0050	ALDWORTH STREET
Portland West	441-1500448-001	032	4735	004	7		\$9.31	1	SL-SE-0050	ALDWORTH STREET
Portland West	441-1500448-001	032	4735	005	1		\$9.31	1	SL-SE-0050	AMHERST STREET
Portland West	441-1500448-001	032	4735	005	3		\$9.31	1	SL-SE-0050	AMHERST STREET
Portland West	441-1500429-001	032	4735	006	2		\$9.31	1	SL-SE-0050	ANSON ROAD
Portland West	441-1500429-001	032	4735	006	4		\$9.31	1	SL-SE-0050	ANSON ROAD
Portland West	441-1500429-001	032	4735	006	5		\$9.31	1	SL-SE-0050	ANSON ROAD
Portland West	441-1500448-001	036	4735	007	1		\$11.28	1	SL-SE-0100	ARBOR STREET
Portland West	441-1500448-001	036	4735	007	2		\$11.28	1	SL-SE-0100	ARBOR STREET
Portland West	441-1500448-001	048	4735	009	2		\$11.66	1	SL-SC-0100	ARDMORE STREET
Portland West	441-1500448-001	036	4735	009	3		\$11.28	1	SL-SE-0100	ARDMORE STREET
Portland West	441-1500448-001	032	4735	011	1		\$9.31	1	SL-SE-0050	ASHMONT STREET
Portland West	441-1500448-001	049	4735	011	2		\$10.94	1	SL-SC-0050	ASHMONT STREET
Portland West	441-1500448-001	032	4735	011	3		\$9.31	1	SL-SE-0050	ASHMONT STREET
Portland West	441-1500448-001	032	4735	011	5		\$9.31	1	SL-SE-0050	ASHMONT STREET
Portland West	441-1500448-001	032	4735	011	8		\$9.31	1	SL-SE-0050	ASHMONT STREET
Portland West	441-1500448-001	032	4735	011	10		\$9.31	1	SL-SE-0050	ASHMONT STREET
Portland West	441-1500448-001	049	4735	011	12		\$10.94	1	SL-SC-0050	ASHMONT STREET
Portland West	441-1500448-001	032	4735	011	14		\$9.31	1	SL-SE-0050	ASHMONT STREET
Portland West	441-1500448-001	049	4735	011	16		\$10.94	1	SL-SC-0050	ASHMONT STREET
Portland West	441-1500448-001	032	4735	011	18		\$9.31	1	SL-SE-0050	ASHMONT STREET
Portland West	441-1500448-001	032	4735	601	1		\$9.31	1	SL-SE-0050	ASPEN DRIVE
Portland West	441-1500448-001	049	4735	601	2		\$10.94	1	SL-SC-0050	ASPEN DRIVE
Portland West	441-1500448-001	049	4735	013	1		\$10.94	1	SL-SC-0050	AVALON ROAD
Portland West	441-1500448-001	032	4735	013	3		\$9.31	1	SL-SE-0050	AVALON ROAD
Portland West	441-1500448-001	032	4735	013	5		\$9.31	1	SL-SE-0050	AVALON ROAD
Portland West	441-1500448-001	032	4735	013	7		\$9.31	1	SL-SE-0050	AVALON ROAD
Portland West	441-1500448-001	032	4735	013	9		\$9.31	1	SL-SE-0050	AVALON ROAD
Portland West	441-1500448-001	032	4735	020	1		\$9.31	1	SL-SE-0050	AVALON TERRACE
Portland West	441-1500448-001	032	4735	020	3		\$9.31	1	SL-SE-0050	AVALON TERRACE
Portland West	441-1500429-001	038	4735	016	1		\$12.96	1	SL-SE-0150	AVON STREET
Portland West	441-1500429-001	038	4735	016	2		\$12.96	1	SL-SE-0150	AVON STREET
Portland West	441-1500429-001	038	4735	016	5		\$12.96	1	SL-SE-0150	AVON STREET
Portland West	441-1500429-001	038	4735	016	H		\$12.96	1	SL-SE-0150	AVON STREET
Portland West	441-1500429-001	038	4735	021	1		\$9.31	1	SL-SE-0050	BANCROFT COURT
Portland West	441-1500429-001	032	4735	021	1		\$9.31	1	SL-SE-0050	BANCROFT STREET
Portland West	441-1500429-001	034	4735	023	2		\$10.20	1	SL-SE-0070	BANCROFT STREET
Portland West	441-1500429-001	034	4735	023	3		\$10.20	1	SL-SE-0070	BANCROFT STREET
Portland West	441-1500429-001	050	4735	023	6		\$10.92	1	SL-SC-0070	BANCROFT STREET
Portland West	441-1500429-001	050	4735	023	8		\$10.92	1	SL-SC-0070	BANCROFT STREET
Portland West	441-1500448-001	049	4735	023	8		\$10.94	1	SL-SC-0050	BANCROFT STREET
Portland West	441-1500429-001	034	4735	023	10		\$10.20	1	SL-SE-0070	BANCROFT STREET
Portland West	441-1500429-001	034	4735	023	11		\$10.20	1	SL-SE-0070	BANCROFT STREET
Portland West	441-1500429-001	036	4735	023	12		\$11.28	1	SL-SE-0100	BANCROFT STREET
Portland West	441-1500429-001	034	4735	023	14		\$10.20	1	SL-SE-0070	BANCROFT STREET
Portland West	441-1500429-001	034	4735	023	15		\$10.20	1	SL-SE-0070	BANCROFT STREET
Portland West	441-1500429-001	034	4735	023	16		\$10.20	1	SL-SE-0070	BANCROFT STREET
Portland West	441-1500429-001	034	4735	023	17		\$10.20	1	SL-SE-0070	BANCROFT STREET
Portland West	441-1500429-001	032	4735	023	502		\$9.31	1	SL-SE-0050	BANCROFT STREET
Portland West	441-1500429-001	032	4735	023	504		\$9.31	1	SL-SE-0050	BANCROFT STREET
Portland West	441-1500429-001	032	4735	023	506		\$9.31	1	SL-SE-0050	BANCROFT STREET
Portland West	441-1500429-001	032	4735	023	508		\$9.31	1	SL-SE-0050	BANCROFT STREET
Portland West	441-1500448-001	032	4735	024	1		\$9.31	1	SL-SE-0050	BARTLETT STREET
Portland West	441-1500448-001	032	4735	024	3		\$9.31	1	SL-SE-0050	BARTLETT STREET
Portland West	441-1500429-001	036	4735	026	1		\$11.28	1	SL-SE-0100	BEACH STREET
Portland West	441-1500429-001	036	4735	026	2		\$11.28	1	SL-SE-0100	BEACH STREET
Portland West	441-1500448-001	032	4735	027	3		\$9.31	1	SL-SE-0050	BEACON STREET
Portland West	441-1500448-001	032	4735	027	6		\$9.31	1	SL-SE-0050	BEACON STREET
Portland West	441-1500448-001	032	4735	027	9		\$9.31	1	SL-SE-0050	BEACON STREET
Portland West	441-1500448-001	032	4735	027	11		\$9.31	1	SL-SE-0050	BEACON STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	032	4735	027	12		\$9.31	1	SL-SE-0050	BEACON STREET
Portland West	441-1500448-001	032	4735	027	13		\$9.31	1	SL-SE-0050	BEACON STREET
Portland West	441-1500448-001	032	4735	027	15		\$9.31	1	SL-SE-0050	BEACON STREET
Portland West	441-1500448-001	032	4735	027	18		\$9.31	1	SL-SE-0050	BEACON STREET
Portland West	441-1500448-001	049	4735	028	2		\$10.94	1	SL-SC-0050	BEAUMONT STREET
Portland West	441-1500448-001	049	4735	029	1		\$10.94	1	SL-SC-0050	BEDFORD STREET
Portland West	441-1500448-001	032	4735	029	2		\$9.31	1	SL-SE-0050	BEDFORD STREET
Portland West	441-1500448-001	032	4735	029	3		\$9.31	1	SL-SE-0050	BEDFORD STREET
Portland West	441-1500429-001	038	4735	067	4		\$12.96	1	SL-SE-0150	BEDFORD STREET
Portland West	441-1003782-011	042	4735	067	5		\$17.99	1	SL-SF-0250	BEDFORD STREET
Portland West	441-1003782-011	043	4735	067	6		\$22.64	1	SL-SF-0400	BEDFORD STREET
Portland West	441-1500429-001	038	4735	067	6		\$12.96	1	SL-SE-0150	BEDFORD STREET
Portland West	441-1500429-001	038	4735	067	7		\$12.96	1	SL-SE-0150	BEDFORD STREET
Portland West	441-1500429-001	038	4735	067	8		\$12.96	1	SL-SE-0150	BEDFORD STREET
Portland West	441-1500429-001	038	4735	067	9		\$12.96	1	SL-SE-0150	BEDFORD STREET
Portland West	441-1003782-011	032	4735	067	9.01		\$9.31	1	SL-SE-0050	BEDFORD STREET
Portland West	441-1500429-001	040	4735	067	10		\$17.56	1	SL-SE-0250	BEDFORD STREET
Portland West	441-1500448-001	032	4735	031	1		\$9.31	1	SL-SE-0050	BELFIELD STREET
Portland West	441-1500448-001	032	4735	031	3		\$9.31	1	SL-SE-0050	BELFIELD STREET
Portland West	441-1500448-001	032	4735	031	5		\$9.31	1	SL-SE-0050	BELFIELD STREET
Portland West	441-1500448-001	032	4735	032	1		\$9.31	1	SL-SE-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	032	3		\$9.31	1	SL-SE-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	032	5		\$10.94	1	SL-SC-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	032	7		\$9.31	1	SL-SE-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	032	9		\$9.31	1	SL-SE-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	032	11		\$9.31	1	SL-SE-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	032	13		\$9.31	1	SL-SE-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	032	15		\$9.31	1	SL-SE-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	032	17		\$9.31	1	SL-SE-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	032	18		\$9.31	1	SL-SE-0050	BELFORD STREET
Portland West	441-1500448-001	032	4735	033	1		\$9.31	1	SL-SE-0050	BELKNAP STREET
Portland West	441-1500448-001	032	4735	033	2		\$9.31	1	SL-SE-0050	BELKNAP STREET
Portland West	441-1500448-001	032	4735	033	3		\$9.31	1	SL-SE-0050	BELKNAP STREET
Portland West	441-1500448-001	032	4735	033	5		\$9.31	1	SL-SE-0050	BELKNAP STREET
Portland West	441-1500448-001	032	4735	034	1		\$9.31	1	SL-SE-0050	BERKELEY STREET
Portland West	441-1500448-001	049	4735	034	3		\$10.94	1	SL-SC-0050	BERKELEY STREET
Portland West	441-1500448-001	032	4735	034	5		\$9.31	1	SL-SE-0050	BERKELEY STREET
Portland West	441-1500448-001	032	4735	034	6		\$9.31	1	SL-SE-0050	BERKELEY STREET
Portland West	441-1500448-001	032	4735	035	6		\$9.31	1	SL-SE-0050	BEST STREET
Portland West	441-1500448-001	036	4735	610	1		\$11.28	1	SL-SE-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	045	4735	610	2.1		\$11.66	1	SL-SP-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	045	4735	610	2.2		\$11.66	1	SL-SP-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	045	4735	610	3.1		\$11.66	1	SL-SP-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	045	4735	610	3.2		\$11.66	1	SL-SP-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	045	4735	610	4.1		\$11.66	1	SL-SP-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	045	4735	610	5.1		\$11.66	1	SL-SP-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	045	4735	610	6.1		\$11.66	1	SL-SP-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	045	4735	610	7.1		\$11.66	1	SL-SP-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	036	4735	610	8		\$11.28	1	SL-SE-0100	BIRCHVALE DRIVE
Portland West	441-1500448-001	032	4735	069	1		\$9.31	1	SL-SE-0050	BIRCHWOOD ROAD
Portland West	441-1500448-001	032	4735	069	2		\$9.31	1	SL-SE-0050	BIRCHWOOD ROAD
Portland West	441-1500448-001	032	4735	069	3		\$9.31	1	SL-SE-0050	BIRCHWOOD ROAD
Portland West	441-1500448-001	032	4735	069	5		\$9.31	1	SL-SE-0050	BIRCHWOOD ROAD
Portland West	441-1500448-001	032	4735	069	6		\$9.31	2	SL-SE-0050	BIRCHWOOD ROAD
Portland West	441-1500448-001	049	4735	069	7		\$10.94	1	SL-SC-0050	BIRCHWOOD ROAD
Portland West	441-1500448-001	032	4735	038	3		\$9.31	1	SL-SE-0050	BISHOP STREET
Portland West	441-1500448-001	032	4735	038	4		\$9.31	1	SL-SE-0050	BISHOP STREET
Portland West	441-1500448-001	032	4735	038	6		\$9.31	1	SL-SE-0050	BISHOP STREET
Portland West	441-1500448-001	032	4735	038	8		\$9.31	1	SL-SE-0050	BISHOP STREET
Portland West	441-1500448-001	049	4735	038	10		\$10.94	1	SL-SC-0050	BISHOP STREET
Portland West	441-1500448-001	049	4735	038	12		\$10.94	1	SL-SC-0050	BISHOP STREET
Portland West	441-1500448-001	034	4735	038	16		\$10.20	1	SL-SE-0070	BISHOP STREET
Portland West	441-1500429-001	032	4735	042	2		\$9.31	1	SL-SE-0050	BOLTON STREET
Portland West	441-1500429-001	032	4735	042	4		\$9.31	1	SL-SE-0050	BOLTON STREET
Portland West	441-1500429-001	049	4735	042	6		\$10.94	1	SL-SC-0050	BOLTON STREET
Portland West	441-1500429-001	032	4735	042	8		\$9.31	1	SL-SE-0050	BOLTON STREET
Portland West	441-1500429-001	032	4735	042	9		\$9.31	1	SL-SE-0050	BOLTON STREET
Portland West	441-1500429-001	032	4735	042	10		\$9.31	1	SL-SE-0050	BOLTON STREET
Portland West	441-1500429-001	049	4735	042	12		\$10.94	1	SL-SC-0050	BOLTON STREET
Portland West	441-1500429-001	049	4735	042	14		\$10.94	1	SL-SC-0050	BOLTON STREET
Portland West	441-1500429-001	032	4735	042	15		\$9.31	1	SL-SE-0050	BOLTON STREET
Portland West	441-1500429-001	049	4735	042	17		\$10.94	1	SL-SC-0050	BOLTON STREET
Portland West	441-1500429-001	038	4735	042	18		\$12.96	1	SL-SE-0150	BOLTON STREET
Portland West	441-1500429-001	032	4735	042	20		\$9.31	1	SL-SE-0050	BOLTON STREET
Portland West	441-1500429-001	032	4735	042	21		\$9.31	1	SL-SE-0050	BOLTON STREET
Portland West	441-1500429-001	032	4735	043	2		\$9.31	1	SL-SE-0050	BOND STREET
Portland West	441-1500429-001	032	4735	045	1		\$9.31	1	SL-SE-0050	BOWDOIN STREET
Portland West	441-1500429-001	032	4735	045	2		\$9.31	1	SL-SE-0050	BOWDOIN STREET
Portland West	441-1500429-001	032	4735	045	4		\$9.31	1	SL-SE-0050	BOWDOIN STREET
Portland West	441-1500429-001	038	4735	630	1		\$12.96	1	SL-SE-0150	BOWLING GREEN LINE
Portland West	441-1500429-001	048	4735	630	1		\$11.66	1	SL-SC-0100	BOWLING GREEN LINE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	045	4735	630	2		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	3		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	4		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	5		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	6		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	038	4735	630	7.1		\$12.96	1	SL-SE-0150	BOWLING GREEN LINE
Portland West	441-1500429-001	042	4735	630	7.1		\$17.99	1	SL-SF-0250	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	7.2		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	10		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	11		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	12		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	13		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	045	4735	630	14		\$11.66	1	SL-SP-0100	BOWLING GREEN LINE
Portland West	441-1500429-001	032	4735	047	2		\$9.31	1	SL-SE-0050	BOYNTON STREET
Portland West	441-1500429-001	032	4735	047	3		\$9.31	1	SL-SE-0050	BOYNTON STREET
Portland West	441-1493430-001	042	4735	047	11.1		\$17.99	1	SL-SF-0250	BOYNTON STREET
Portland West	441-1500429-001	040	4735	048	1		\$17.56	1	SL-SE-0250	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	3		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	5		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	7		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	8		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	9		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	10		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	12		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	15		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	048	4735	048	16		\$11.66	1	SL-SC-0100	BRACKETT STREET
Portland West	441-1493430-001	043	4735	048	17		\$22.64	1	SL-SF-0400	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	17		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	048	4735	048	18		\$11.66	1	SL-SC-0100	BRACKETT STREET
Portland West	441-1493430-001	042	4735	048	19		\$17.99	1	SL-SF-0250	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	19		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	21		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	22		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	24		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	25		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	26.1		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	27		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	28.1		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	29		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	30		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	32		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	038	4735	048	34		\$12.96	1	SL-SE-0150	BRACKETT STREET
Portland West	441-1500429-001	040	4735	048	35		\$17.56	1	SL-SE-0250	BRACKETT STREET
Portland West	441-1500429-001	048	4735	048	25H		\$11.66	1	SL-SC-0100	BRACKETT STREET
Portland West	441-1500429-001	032	4735	051	1		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	2		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	4		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	6		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	8		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	9		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	11		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	13		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	15		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	17		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	032	4735	051	19		\$9.31	1	SL-SE-0050	BRADLEY STREET
Portland West	441-1500429-001	036	4735	051	21		\$11.28	1	SL-SE-0100	BRADLEY STREET
Portland West	441-1500448-001	049	4735	051	23		\$10.94	1	SL-SC-0050	BRADLEY STREET
Portland West	441-1500429-001	048	4735	053	1		\$11.66	1	SL-SC-0100	BRAMHALL STREET
Portland West	441-1500429-001	048	4735	053	2		\$11.66	1	SL-SC-0100	BRAMHALL STREET
Portland West	441-1500429-001	036	4735	053	3		\$11.28	1	SL-SE-0100	BRAMHALL STREET
Portland West	441-1500429-001	036	4735	053	4		\$11.28	1	SL-SE-0100	BRAMHALL STREET
Portland West	441-1500429-001	036	4735	053	5		\$11.28	1	SL-SE-0100	BRAMHALL STREET
Portland West	441-1500429-001	036	4735	053	6		\$11.28	1	SL-SE-0100	BRAMHALL STREET
Portland West	441-1500429-001	036	4735	053	7		\$11.28	1	SL-SE-0100	BRAMHALL STREET
Portland West	441-1500429-001	036	4735	053	8		\$11.28	1	SL-SE-0100	BRAMHALL STREET
Portland West	441-1500429-001	036	4735	053	9		\$11.28	1	SL-SE-0100	BRAMHALL STREET
Portland West	441-1500429-001	036	4735	053	10		\$11.28	1	SL-SE-0100	BRAMHALL STREET
Portland West	441-1500429-001	036	4735	053	11		\$11.28	1	SL-SE-0100	BRAMHALL STREET
Portland West	441-1500429-001	048	4735	053	12		\$11.66	1	SL-SC-0100	BRAMHALL STREET
Portland West	441-1500429-001	032	4735	052	1		\$9.31	1	SL-SE-0050	BRAMHALL TERRACE
Portland West	441-1500429-001	034	4735	052	2		\$10.20	1	SL-SE-0070	BRAMHALL TERRACE
Portland West	441-1500448-001	049	4735	054	2		\$10.94	1	SL-SC-0050	BRANDON STREET
Portland West	441-1500448-001	034	4735	055	1		\$10.20	1	SL-SE-0070	BRENTWOOD STREET
Portland West	441-1500448-001	032	4735	055	2		\$9.31	1	SL-SE-0050	BRENTWOOD STREET
Portland West	441-1500448-001	049	4735	055	3		\$10.94	1	SL-SC-0050	BRENTWOOD STREET
Portland West	441-1500448-001	032	4735	055	4		\$9.31	1	SL-SE-0050	BRENTWOOD STREET
Portland West	441-1500448-001	049	4735	055	6		\$10.94	1	SL-SC-0050	BRENTWOOD STREET
Portland West	441-1500448-001	032	4735	055	8		\$9.31	1	SL-SE-0050	BRENTWOOD STREET
Portland West	441-1500448-001	049	4735	055	10		\$10.94	1	SL-SC-0050	BRENTWOOD STREET
Portland West	441-1500448-001	032	4735	055	11		\$9.31	1	SL-SE-0050	BRENTWOOD STREET
Portland West	441-1500448-001	032	4735	055	12		\$9.31	1	SL-SE-0050	BRENTWOOD STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	032	4735	055	14		\$9.31	1	SL-SE-0050	BRENTWOOD STREET
Portland West	441-1500448-001	032	4735	055	16		\$9.31	1	SL-SE-0050	BRENTWOOD STREET
Portland West	441-1500448-001	032	4735	055	19		\$9.31	1	SL-SE-0050	BRENTWOOD STREET
Portland West	441-1500448-001	032	4735	055	20		\$9.31	1	SL-SE-0050	BRENTWOOD STREET
Portland West	441-1500448-001	032	4735	055	21		\$9.31	1	SL-SE-0050	BRENTWOOD STREET
Portland West	441-1500429-001	032	4735	056	1		\$9.31	1	SL-SE-0050	BREWER STREET
Portland West	441-1500429-001	032	4735	056	2		\$9.31	1	SL-SE-0050	BREWER STREET
Portland West	441-1500429-001	032	4735	056	3		\$9.31	1	SL-SE-0050	BREWER STREET
Portland West	441-1500429-001	045	4735	631	1		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	2		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	3		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	4		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	5.11		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	5.2		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	5.3		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	5.4		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	5.5		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	5.6		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	5.7		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	6		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	7		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	038	4735	631	501		\$12.96	1	SL-SE-0150	BRIDGE ROAD
Portland West	441-1500429-001	040	4735	631	501		\$17.56	1	SL-SE-0250	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	502		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	503		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	504		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	505		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	701		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	701.1		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	702		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	703		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	703.1		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	704		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	704.1		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	801		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	801.1		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	801.2		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	045	4735	631	802		\$11.66	1	SL-SP-0100	BRIDGE ROAD
Portland West	441-1500429-001	038	4735	631	803		\$12.96	1	SL-SE-0150	BRIDGE ROAD
Portland West	441-1500429-001	032	4735	057	2		\$9.31	1	SL-SE-0050	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	1		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	01		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	2		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1003782-011	043	4735	058	2.1		\$22.64	1	SL-SF-0400	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	03		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	7		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	10		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	11		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	16		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	18		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	19		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	21		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	21.1		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	022		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	24		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	26		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	27		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	28		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	30		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	032		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	35		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	37		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	038		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	40		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	041		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	43		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	45		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	050		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	54		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	56		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	58		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	60		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	63		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	65		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	041	4735	058	67		\$22.39	1	SL-SE-0400	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	067		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	068		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	71		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	73		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	032	4735	058	75.1		\$9.31	1	SL-SE-0050	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	77		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	045	4735	058	79.2		\$11.66	1	SL-SP-0100	BRIGHTON AVENUE
Portland West	441-1500429-001	045	4735	058	79.3		\$11.66	1	SL-SP-0100	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	83		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	83.1		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	87		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	91		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	92		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	93		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	95		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	96.1		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	97		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	98		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	101		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	051	4735	058	105		\$13.93	1	SL-SC-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	052	4735	058	113		\$18.90	1	SL-SC-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	117.1		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	118.1		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	119.1		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	120		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	121.1		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	123.1		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	043	4735	058	123.1		\$22.64	1	SL-SF-0400	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	125		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	126		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	043	4735	058	126.41		\$22.64	1	SL-SF-0400	BRIGHTON AVENUE
Portland West	441-1500448-001	043	4735	058	126.41		\$22.64	1	SL-SF-0400	BRIGHTON AVENUE
Portland West	441-1500448-001	043	4735	058	126.42		\$22.64	1	SL-SF-0400	BRIGHTON AVENUE
Portland West	441-1500448-001	043	4735	058	126.42		\$22.64	1	SL-SF-0400	BRIGHTON AVENUE
Portland West	441-1500448-001	043	4735	058	126.5		\$22.64	1	SL-SF-0400	BRIGHTON AVENUE
Portland West	441-1500448-001	043	4735	058	126.5		\$22.64	1	SL-SF-0400	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	127		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	127.1		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	127.2		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	127.3		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	129.2		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	129.3		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	129.4		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	129.5		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	130		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	131		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	040	4735	058	133.1		\$17.56	1	SL-SE-0250	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	507		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	508		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	509		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	510		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	511		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	512		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	513		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	514		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	515		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	516		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500429-001	732	4735	058	517		\$27.54	1	SL-SS-0100-HLBRK	BRIGHTON AVENUE
Portland West	441-1500448-001	043	4735	058	126.2H		\$22.64	1	SL-SF-0400	BRIGHTON AVENUE
Portland West	441-1500429-001	038	4735	058	46.H		\$12.96	1	SL-SE-0150	BRIGHTON AVENUE
Portland West	441-1500429-001	032	4735	058	72H		\$9.31	1	SL-SE-0050	BRIGHTON AVENUE
Portland West	441-1500448-001	032	4735	068	1		\$9.31	1	SL-SE-0050	BROOKVIEW TERRACE
Portland West	441-1500448-001	032	4735	068	2		\$9.31	1	SL-SE-0050	BROOKVIEW TERRACE
Portland West	441-1500448-001	032	4735	068	4		\$9.31	1	SL-SE-0050	BROOKVIEW TERRACE
Portland West	441-1500429-001	048	4735	063	1		\$11.66	1	SL-SC-0100	BURNHAM STREET
Portland West	441-1500429-001	036	4735	063	3		\$11.28	1	SL-SE-0100	BURNHAM STREET
Portland West	441-1500429-001	036	4735	064	1		\$11.28	1	SL-SE-0100	BUTLER SCHOOL LINE
Portland West	441-1500429-001	036	4735	064	4		\$11.28	1	SL-SE-0100	BUTLER SCHOOL LINE
Portland West	441-1500429-001	045	4735	622	1.01		\$11.66	1	SL-SP-0100	BUTTONWOOD LANE
Portland West	441-1500429-001	045	4735	622	1.1		\$11.66	1	SL-SP-0100	BUTTONWOOD LANE
Portland West	441-1500429-001	049	4735	073	1		\$10.94	1	SL-SC-0050	C STREET
Portland West	441-1500448-001	036	4735	074	1		\$11.28	1	SL-SE-0100	CABOT STREET
Portland West	441-1500448-001	036	4735	074	3		\$11.28	1	SL-SE-0100	CABOT STREET
Portland West	441-1500448-001	049	4735	076	1		\$10.94	1	SL-SC-0050	CALDWELL STREET
Portland West	441-1500448-001	032	4735	076	2		\$9.31	1	SL-SE-0050	CALDWELL STREET
Portland West	441-1500448-001	032	4735	076	3		\$9.31	1	SL-SE-0050	CALDWELL STREET
Portland West	441-1500429-001	032	4735	077	1		\$9.31	1	SL-SE-0050	CALEB STREET
Portland West	441-1500429-001	032	4735	077	3		\$9.31	1	SL-SE-0050	CALEB STREET
Portland West	441-1500429-001	032	4735	077	5		\$9.31	1	SL-SE-0050	CALEB STREET
Portland West	441-1500429-001	032	4735	077	6		\$9.31	1	SL-SE-0050	CALEB STREET
Portland West	441-1500429-001	032	4735	077	8		\$9.31	1	SL-SE-0050	CALEB STREET
Portland West	441-1500429-001	049	4735	077	10		\$10.94	1	SL-SC-0050	CALEB STREET
Portland West	441-1500429-001	032	4735	077	12		\$9.31	1	SL-SE-0050	CALEB STREET
Portland West	441-1500429-001	049	4735	077	14		\$10.94	1	SL-SC-0050	CALEB STREET
Portland West	441-1500429-001	032	4735	077	16		\$9.31	1	SL-SE-0050	CALEB STREET
Portland West	441-1500429-001	049	4735	077	18		\$10.94	1	SL-SC-0050	CALEB STREET
Portland West	441-1500429-001	032	4735	077	4H		\$9.31	1	SL-SE-0050	CALEB STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	049	4735	078	1		\$10.94	1	SL-SC-0050	CAMPBELL ROAD
Portland West	441-1500448-001	032	4735	078	1.1		\$9.31	1	SL-SE-0050	CAMPBELL ROAD
Portland West	441-1493430-001	042	4735	078	3		\$17.99	1	SL-SF-0250	CAMPBELL ROAD
Portland West	441-1500448-001	032	4735	603	1		\$9.31	1	SL-SE-0050	CANDLEWICK ROAD
Portland West	441-1500448-001	032	4735	603	3		\$9.31	1	SL-SE-0050	CANDLEWICK ROAD
Portland West	441-1500448-001	032	4735	604	2		\$9.31	1	SL-SE-0050	CANDLEWICK TERRACE
Portland West	441-1500448-001	032	4735	604	4		\$9.31	1	SL-SE-0050	CANDLEWICK TERRACE
Portland West	441-1500448-001	049	4735	604	5		\$10.94	1	SL-SC-0050	CANDLEWICK TERRACE
Portland West	441-1500448-001	032	4735	604	7		\$9.31	1	SL-SE-0050	CANDLEWICK TERRACE
Portland West	441-1500448-001	034	4735	604	10		\$10.20	1	SL-SE-0070	CANDLEWICK TERRACE
Portland West	441-1500429-001	038	4735	079	1.01		\$12.96	1	SL-SE-0150	CAPISIC STREET
Portland West	441-1500429-001	038	4735	079	1.1		\$12.96	1	SL-SE-0150	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	3		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	051	4735	079	3.01		\$13.93	1	SL-SC-0150	CAPISIC STREET
Portland West	441-1500429-001	048	4735	079	3.2		\$11.66	1	SL-SC-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	5		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	7		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	9		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	11		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	13		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	15		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	049	4735	079	16		\$10.94	1	SL-SC-0050	CAPISIC STREET
Portland West	441-1500448-001	049	4735	079	16		\$10.94	1	SL-SC-0050	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	17		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	18		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	20		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	22		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	048	4735	079	24		\$11.66	1	SL-SC-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	26.1		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	28		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	30		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	32		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	34		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	36		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	37		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	39		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	41		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	048	4735	079	43		\$11.66	1	SL-SC-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	45		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	47		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	49		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	036	4735	079	51		\$11.28	1	SL-SE-0100	CAPISIC STREET
Portland West	441-1500429-001	032	4735	409	2		\$9.31	1	SL-SE-0050	CARIBOU STREET
Portland West	441-1500429-001	032	4735	409	4		\$9.31	1	SL-SE-0050	CARIBOU STREET
Portland West	441-1500429-001	049	4735	080	1		\$10.94	1	SL-SC-0050	CARLETON STREET
Portland West	441-1500429-001	032	4735	080	2		\$9.31	1	SL-SE-0050	CARLETON STREET
Portland West	441-1500429-001	032	4735	080	5		\$9.31	1	SL-SE-0050	CARLETON STREET
Portland West	441-1500429-001	032	4735	080	6		\$9.31	1	SL-SE-0050	CARLETON STREET
Portland West	441-1500429-001	032	4735	080	7		\$9.31	1	SL-SE-0050	CARLETON STREET
Portland West	441-1500429-001	032	4735	080	4H		\$9.31	1	SL-SE-0050	CARLETON STREET
Portland West	441-1500429-001	049	4735	080	6H		\$10.94	1	SL-SC-0050	CARLETON STREET
Portland West	441-1500429-001	032	4735	081	1		\$9.31	1	SL-SE-0050	CARROLL STREET
Portland West	441-1500429-001	032	4735	081	2		\$9.31	1	SL-SE-0050	CARROLL STREET
Portland West	441-1500429-001	032	4735	081	6		\$9.31	1	SL-SE-0050	CARROLL STREET
Portland West	441-1500429-001	032	4735	081	7		\$9.31	1	SL-SE-0050	CARROLL STREET
Portland West	441-1500429-001	032	4735	081	9		\$9.31	1	SL-SE-0050	CARROLL STREET
Portland West	441-1500429-001	050	4735	081	10		\$10.92	1	SL-SC-0070	CARROLL STREET
Portland West	441-1500429-001	032	4735	081	11		\$9.31	1	SL-SE-0050	CARROLL STREET
Portland West	441-1500429-001	032	4735	081	12		\$9.31	1	SL-SE-0050	CARROLL STREET
Portland West	441-1500448-001	032	4735	075	1		\$9.31	1	SL-SE-0050	CASTINE AVENUE
Portland West	441-1500448-001	032	4735	075	3		\$9.31	1	SL-SE-0050	CASTINE AVENUE
Portland West	441-1500448-001	032	4735	075	5		\$9.31	1	SL-SE-0050	CASTINE AVENUE
Portland West	441-1500448-001	032	4735	075	6		\$9.31	1	SL-SE-0050	CASTINE AVENUE
Portland West	441-1500429-001	032	4735	082	1		\$9.31	1	SL-SE-0050	CATHERINE STREET
Portland West	441-1500429-001	032	4735	082	2		\$9.31	1	SL-SE-0050	CATHERINE STREET
Portland West	441-1500429-001	032	4735	082	3		\$9.31	1	SL-SE-0050	CATHERINE STREET
Portland West	441-1500448-001	032	4735	072	1		\$9.31	1	SL-SE-0050	CEDARHURST LANE
Portland West	441-1500429-001	032	4735	083	3		\$9.31	1	SL-SE-0050	CHADWICK STREET
Portland West	441-1500429-001	032	4735	083	4		\$9.31	1	SL-SE-0050	CHADWICK STREET
Portland West	441-1500429-001	032	4735	083	5		\$9.31	1	SL-SE-0050	CHADWICK STREET
Portland West	441-1500429-001	032	4735	083	6		\$9.31	1	SL-SE-0050	CHADWICK STREET
Portland West	441-1500429-001	049	4735	083	7		\$10.94	1	SL-SC-0050	CHADWICK STREET
Portland West	441-1500429-001	032	4735	083	9		\$9.31	1	SL-SE-0050	CHADWICK STREET
Portland West	441-1500429-001	032	4735	083	11		\$9.31	1	SL-SE-0050	CHADWICK STREET
Portland West	441-1500429-001	034	4735	083	12		\$10.20	1	SL-SE-0070	CHADWICK STREET
Portland West	441-1500429-001	034	4735	083	13		\$10.20	1	SL-SE-0070	CHADWICK STREET
Portland West	441-1500429-001	038	4735	083	14		\$12.96	1	SL-SE-0150	CHADWICK STREET
Portland West	441-1500429-001	052	4735	083	15		\$18.90	1	SL-SC-0250	CHADWICK STREET
Portland West	441-1500448-001	049	4735	084	1		\$10.94	1	SL-SC-0050	CHAMBERLAIN AVENUE
Portland West	441-1500429-001	049	4735	084	2		\$10.94	1	SL-SC-0050	CHAMBERLAIN AVENUE
Portland West	441-1500429-001	032	4735	084	3		\$9.31	1	SL-SE-0050	CHAMBERLAIN AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	049	4735	084	4		\$10.94	1	SL-SC-0050	CHAMBERLAIN AVENUE
Portland West	441-1500429-001	038	4735	085	1		\$12.96	1	SL-SE-0150	CHARLES STREET
Portland West	441-1500429-001	049	4735	086	1		\$10.94	1	SL-SC-0050	CHERRY STREET
Portland West	441-1500429-001	036	4735	086	2		\$11.28	1	SL-SE-0100	CHERRY STREET
Portland West	441-1500429-001	034	4735	088	2		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	034	4735	088	4		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	034	4735	088	7		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	042	4735	088	7		\$17.99	1	SL-SF-0250	CLARK STREET
Portland West	441-1500429-001	034	4735	088	8		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	034	4735	088	9		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	050	4735	088	11		\$10.92	1	SL-SC-0070	CLARK STREET
Portland West	441-1500429-001	034	4735	088	12		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	034	4735	088	13		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1493430-001	042	4735	088	14		\$17.99	1	SL-SF-0250	CLARK STREET
Portland West	441-1500429-001	034	4735	088	14		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	048	4735	088	15		\$11.66	1	SL-SC-0100	CLARK STREET
Portland West	441-1500429-001	034	4735	088	16		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1493430-001	038	4735	088	17.1		\$12.96	1	SL-SE-0150	CLARK STREET
Portland West	441-1493430-001	043	4735	088	18		\$22.64	1	SL-SF-0400	CLARK STREET
Portland West	441-1500429-001	034	4735	088	18		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	034	4735	088	20		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	034	4735	088	9H		\$10.20	1	SL-SE-0070	CLARK STREET
Portland West	441-1500429-001	049	4735	091	2		\$10.94	1	SL-SC-0050	CLIFFORD STREET
Portland West	441-1500429-001	032	4735	091	3		\$9.31	1	SL-SE-0050	CLIFFORD STREET
Portland West	441-1500429-001	032	4735	091	6		\$9.31	1	SL-SE-0050	CLIFFORD STREET
Portland West	441-1500429-001	032	4735	091	7		\$9.31	1	SL-SE-0050	CLIFFORD STREET
Portland West	441-1500448-001	032	4735	092	1		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500448-001	032	4735	092	3		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500448-001	032	4735	092	5		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500448-001	049	4735	092	6		\$10.94	1	SL-SC-0050	CLINTON STREET
Portland West	441-1500448-001	032	4735	092	8		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500448-001	032	4735	092	10		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500448-001	032	4735	092	12		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500448-001	032	4735	092	13		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500448-001	032	4735	092	15		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500448-001	032	4735	092	17		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500448-001	032	4735	092	19		\$9.31	1	SL-SE-0050	CLINTON STREET
Portland West	441-1500429-001	049	4735	093	1		\$10.94	1	SL-SC-0050	COBB AVENUE
Portland West	441-1500429-001	032	4735	093	3		\$9.31	1	SL-SE-0050	COBB AVENUE
Portland West	441-1500429-001	049	4735	093	5		\$10.94	1	SL-SC-0050	COBB AVENUE
Portland West	441-1500429-001	032	4735	093	7		\$9.31	1	SL-SE-0050	COBB AVENUE
Portland West	441-1500429-001	032	4735	093	9		\$9.31	1	SL-SE-0050	COBB AVENUE
Portland West	441-1500429-001	048	4735	094	1		\$11.66	1	SL-SC-0100	COBBETT STREET
Portland West	441-1500429-001	036	4735	094	2		\$11.28	1	SL-SE-0100	COBBETT STREET
Portland West	441-1500448-001	032	4735	095	1		\$9.31	1	SL-SE-0050	COLLEGE STREET
Portland West	441-1500448-001	032	4735	095	3		\$9.31	1	SL-SE-0050	COLLEGE STREET
Portland West	441-1500448-001	032	4735	095	5		\$9.31	1	SL-SE-0050	COLLEGE STREET
Portland West	441-1500448-001	032	4735	097	1		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500429-001	032	4735	097	3		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500429-001	032	4735	097	5		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500429-001	032	4735	097	7		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500429-001	032	4735	097	9		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500429-001	032	4735	097	9.2		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500429-001	032	4735	097	11		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500429-001	032	4735	097	13		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500429-001	032	4735	097	15		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500429-001	032	4735	097	5H		\$9.31	1	SL-SE-0050	COLONIAL ROAD
Portland West	441-1500448-001	032	4735	099	2		\$9.31	1	SL-SE-0050	COLUMBIA ROAD
Portland West	441-1500448-001	049	4735	099	4		\$10.94	1	SL-SC-0050	COLUMBIA ROAD
Portland West	441-1500448-001	032	4735	099	6		\$9.31	1	SL-SE-0050	COLUMBIA ROAD
Portland West	441-1500448-001	032	4735	099	8		\$9.31	1	SL-SE-0050	COLUMBIA ROAD
Portland West	441-1500448-001	049	4735	099	10		\$10.94	1	SL-SC-0050	COLUMBIA ROAD
Portland West	441-1500448-001	032	4735	099	11		\$9.31	1	SL-SE-0050	COLUMBIA ROAD
Portland West	441-1500448-001	032	4735	099	13		\$9.31	1	SL-SE-0050	COLUMBIA ROAD
Portland West	441-1500448-001	032	4735	099	15		\$9.31	1	SL-SE-0050	COLUMBIA ROAD
Portland West	441-1500448-001	034	4735	100	1		\$10.20	1	SL-SE-0070	COLUMBIA TERRACE
Portland West	441-1493430-001	081	4735	100	38.1		\$29.81	1	SL-HC-0400	COLUMBIA TERRACE
Portland West	441-1500429-001	038	4735	101	37		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	39		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	40.1		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	41		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	41.1		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	42		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	44		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	44.1		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	49		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	53		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	045	4735	101	53.11		\$11.66	1	SL-SP-0100	COMMERCIAL STREET
Portland West	441-1500429-001	045	4735	101	53.12		\$11.66	1	SL-SP-0100	COMMERCIAL STREET
Portland West	441-1500429-001	045	4735	101	53.13		\$11.66	1	SL-SP-0100	COMMERCIAL STREET
Portland West	441-1500429-001	045	4735	101	53.14		\$11.66	1	SL-SP-0100	COMMERCIAL STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	045	4735	101	53.2		\$11.66	1	SL-SP-0100	COMMERCIAL STREET
Portland West	441-1500429-001	045	4735	101	53.3		\$11.66	1	SL-SP-0100	COMMERCIAL STREET
Portland West	441-1500429-001	045	4735	101	53.4		\$11.66	1	SL-SP-0100	COMMERCIAL STREET
Portland West	441-1500429-001	045	4735	101	53.5		\$11.66	1	SL-SP-0100	COMMERCIAL STREET
Portland West	441-1500429-001	045	4735	101	53.6		\$11.66	1	SL-SP-0100	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	55		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	56		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	58		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	60		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	65		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	69		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	73		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	77		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	88		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	92		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	96		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500429-001	038	4735	101	98		\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland West	441-1500448-001	036	4735	116	1		\$11.28	1	SL-SE-0100	COMMONWEALTH DRIVE
Portland West	441-1500448-001	036	4735	116	2		\$11.28	1	SL-SE-0100	COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	103	3		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	5		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	7		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	9		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	049	4735	103	11		\$10.94	1	SL-SC-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	13		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	16		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	18		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	19		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	21		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	22		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500448-001	032	4735	103	24		\$9.31	1	SL-SE-0050	CONCORD STREET
Portland West	441-1500429-001	051	4735	105	204		\$13.93	1	SL-SC-0150	CONGRESS PARK
Portland West	441-1500429-001	511	4735	106	77.1		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	77.1		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	77.1		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	078		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	078		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	078		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	030	4735	106	079		\$29.33	1	SL-SD-0400	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	80		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	80		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	80		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	81		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	81		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	82		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	82		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	82		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	082		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	082		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	082		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	83		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	83		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	83		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	083		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	083		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	083		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	84		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	84		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	84		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	084		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	084		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	084		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	85		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	85		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	85		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	085		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	085		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	085		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	030	4735	106	86		\$29.33	1	SL-SD-0400	CONGRESS STREET
Portland West	441-1500429-001	030	4735	106	086		\$29.33	1	SL-SD-0400	CONGRESS STREET
Portland West	441-1500429-001	030	4735	106	87		\$29.33	1	SL-SD-0400	CONGRESS STREET
Portland West	441-1500429-001	030	4735	106	87.2		\$29.33	1	SL-SD-0400	CONGRESS STREET
Portland West	441-1500429-001	030	4735	106	088		\$29.33	1	SL-SD-0400	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	89		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	092		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	96		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	052	4735	106	98		\$18.90	1	SL-SC-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	098		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	99		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	083	4735	106	100		\$30.78	1	SL-HF-0400	CONGRESS STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	040	4735	106	101		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	103		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	0103		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0104		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	105		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	106		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	051	4735	106	108		\$13.93	1	SL-SC-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	109		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	051	4735	106	110		\$13.93	1	SL-SC-0150	CONGRESS STREET
Portland West	441-1500429-001	032	4735	106	112.1		\$9.31	1	SL-SE-0050	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	113		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	117		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	118		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0118		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0119		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	120.1		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	121		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	122		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	0122		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	052	4735	106	124		\$18.90	1	SL-SC-0250	CONGRESS STREET
Portland West	441-1500429-001	052	4735	106	125		\$18.90	1	SL-SC-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	126		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	052	4735	106	127		\$18.90	1	SL-SC-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	129		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	130		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	132		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	041	4735	106	132.1		\$22.39	1	SL-SE-0400	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	132.2		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	041	4735	106	132.3		\$22.39	1	SL-SE-0400	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	147		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1493430-001	043	4735	106	147.11		\$22.64	1	SL-SF-0400	CONGRESS STREET
Portland West	441-1493430-001	043	4735	106	147.11		\$22.64	1	SL-SF-0400	CONGRESS STREET
Portland West	441-1500429-001	042	4735	106	147.11		\$17.99	1	SL-SF-0250	CONGRESS STREET
Portland West	441-1500429-001	043	4735	106	147.11		\$22.64	1	SL-SF-0400	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	149		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0152		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0153		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	051	4735	106	0156		\$13.93	1	SL-SC-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0160		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0162		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0165		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0166		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0169		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0171		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0174		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0176		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0178		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0180		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	182		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	183		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	0185		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	186		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	187		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	188		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	051	4735	106	197		\$13.93	1	SL-SC-0150	CONGRESS STREET
Portland West	441-1500429-001	051	4735	106	199		\$13.93	1	SL-SC-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	204.01		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	051	4735	106	204.1		\$13.93	1	SL-SC-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	205.1		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	206		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	208		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	208.1		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	041	4735	106	218		\$22.39	1	SL-SE-0400	CONGRESS STREET
Portland West	441-1500429-001	041	4735	106	219		\$22.39	1	SL-SE-0400	CONGRESS STREET
Portland West	441-1500429-001	041	4735	106	220		\$22.39	1	SL-SE-0400	CONGRESS STREET
Portland West	441-1500429-001	053	4735	106	221		\$24.13	1	SL-SC-0400	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	222		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	223		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	224		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	226		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	227		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	235		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	036	4735	106	235.1		\$11.28	1	SL-SE-0100	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	237		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	238		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	240		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	242		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	248		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	251		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	053	4735	106	252		\$24.13	1	SL-SC-0400	CONGRESS STREET
Portland West	441-1500429-001	041	4735	106	252.1		\$22.39	1	SL-SE-0400	CONGRESS STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	053	4735	106	253		\$24.13	1	SL-SC-0400	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	255		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	041	4735	106	259		\$22.39	1	SL-SE-0400	CONGRESS STREET
Portland West	441-1500429-001	041	4735	106	260		\$22.39	1	SL-SE-0400	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	262		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	270		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500429-001	052	4735	106	273.01		\$18.90	1	SL-SC-0250	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	277		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	279		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	051	4735	106	280		\$13.93	1	SL-SC-0150	CONGRESS STREET
Portland West	441-1500429-001	038	4735	106	287		\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland West	441-1500429-001	511	4735	106	577.1		\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	577.1		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	512	4735	106	577.1		\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland West	441-1500429-001	040	4735	106	92H		\$17.56	1	SL-SE-0250	CONGRESS STREET
Portland West	441-1500448-001	032	4735	108	2		\$9.31	1	SL-SE-0050	COTTAGE STREET
Portland West	441-1500448-001	036	4735	109	10		\$11.28	1	SL-SE-0100	COYLE STREET
Portland West	441-1500448-001	051	4735	109	11		\$13.93	1	SL-SC-0150	COYLE STREET
Portland West	441-1500448-001	048	4735	109	12		\$11.66	1	SL-SC-0100	COYLE STREET
Portland West	441-1500448-001	032	4735	109	15		\$9.31	1	SL-SE-0050	COYLE STREET
Portland West	441-1500448-001	032	4735	109	17		\$9.31	1	SL-SE-0050	COYLE STREET
Portland West	441-1500448-001	032	4735	109	18		\$9.31	1	SL-SE-0050	COYLE STREET
Portland West	441-1500448-001	032	4735	109	19		\$9.31	1	SL-SE-0050	COYLE STREET
Portland West	441-1500448-001	032	4735	109	20		\$9.31	1	SL-SE-0050	COYLE STREET
Portland West	441-1500448-001	032	4735	109	21.1		\$9.31	1	SL-SE-0050	COYLE STREET
Portland West	441-1500429-001	048	4735	110	1		\$11.66	1	SL-SC-0100	CRAIGIE STREET
Portland West	441-1500429-001	032	4735	110	2		\$9.31	1	SL-SE-0050	CRAIGIE STREET
Portland West	441-1500429-001	032	4735	110	3		\$9.31	1	SL-SE-0050	CRAIGIE STREET
Portland West	441-1500429-001	032	4735	110	5		\$9.31	1	SL-SE-0050	CRAIGIE STREET
Portland West	441-1500429-001	032	4735	110	7		\$9.31	1	SL-SE-0050	CRAIGIE STREET
Portland West	441-1500429-001	032	4735	110	9		\$9.31	1	SL-SE-0050	CRAIGIE STREET
Portland West	441-1500429-001	032	4735	110	11		\$9.31	1	SL-SE-0050	CRAIGIE STREET
Portland West	441-1500429-001	032	4735	110	13		\$9.31	1	SL-SE-0050	CRAIGIE STREET
Portland West	441-1500429-001	049	4735	110	15		\$10.94	1	SL-SC-0050	CRAIGIE STREET
Portland West	441-1500429-001	032	4735	110	17		\$9.31	1	SL-SE-0050	CRAIGIE STREET
Portland West	441-1500429-001	036	4735	111	1		\$11.28	1	SL-SE-0100	CRESCENT STREET
Portland West	441-1500448-001	032	4735	112	1		\$9.31	1	SL-SE-0050	CROSBY STREET
Portland West	441-1500448-001	032	4735	112	2		\$9.31	1	SL-SE-0050	CROSBY STREET
Portland West	441-1500429-001	038	4735	113	61		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	038	4735	113	62		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	038	4735	113	63		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	051	4735	113	63.1		\$13.93	1	SL-SC-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	051	4735	113	64		\$13.93	1	SL-SC-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	038	4735	113	65		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	038	4735	113	66		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	038	4735	113	68		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	038	4735	113	69		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	038	4735	113	71		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	038	4735	113	73		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	038	4735	113	64H		\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland West	441-1500429-001	032	4735	115	1		\$9.31	1	SL-SE-0050	CUSHMAN STREET
Portland West	441-1500429-001	032	4735	115	3		\$9.31	1	SL-SE-0050	CUSHMAN STREET
Portland West	441-1500429-001	049	4735	115	5		\$10.94	1	SL-SC-0050	CUSHMAN STREET
Portland West	441-1500429-001	032	4735	128	1		\$9.31	1	SL-SE-0050	DANFORTH PLACE
Portland West	441-1500429-001	038	4735	129	001		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	2		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	032	4735	129	3		\$9.31	1	SL-SE-0050	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	004		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	005		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	052	4735	129	07		\$18.90	1	SL-SC-0250	DANFORTH STREET
Portland West	441-1500429-001	052	4735	129	08		\$18.90	1	SL-SC-0250	DANFORTH STREET
Portland West	441-1500429-001	051	4735	129	09		\$13.93	1	SL-SC-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	010		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	11		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	051	4735	129	12		\$13.93	1	SL-SC-0150	DANFORTH STREET
Portland West	441-1500429-001	051	4735	129	14		\$13.93	1	SL-SC-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	16		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	17		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	17.1		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	051	4735	129	19		\$13.93	1	SL-SC-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	20		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	21		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	051	4735	129	22		\$13.93	1	SL-SC-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	23.1		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	25		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	051	4735	129	27		\$13.93	1	SL-SC-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	29		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	31		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	33		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	051	4735	129	35		\$13.93	1	SL-SC-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	36		\$12.96	1	SL-SE-0150	DANFORTH STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	038	4735	129	39		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	40		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	42		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	040	4735	129	43		\$17.56	1	SL-SE-0250	DANFORTH STREET
Portland West	441-1500429-001	048	4735	129	45		\$11.66	1	SL-SC-0100	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	47.1		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	051	4735	129	47.1		\$13.93	1	SL-SC-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	53		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	60		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500429-001	038	4735	129	13H		\$12.96	1	SL-SE-0150	DANFORTH STREET
Portland West	441-1500448-001	038	4735	130	8		\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland West	441-1500448-001	038	4735	130	9		\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland West	441-1500448-001	038	4735	130	11		\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland West	441-1500448-001	038	4735	130	13		\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland West	441-1500448-001	038	4735	130	15		\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland West	441-1500448-001	051	4735	130	16		\$13.93	1	SL-SC-0150	DARTMOUTH STREET
Portland West	441-1500448-001	038	4735	130	19		\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland West	441-1500448-001	038	4735	130	21		\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland West	441-1500429-001	038	4735	130	23		\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland West	441-1500429-001	032	4735	124	2		\$9.31	1	SL-SE-0050	DAVID ROAD
Portland West	441-1500429-001	032	4735	124	4		\$9.31	1	SL-SE-0050	DAVID ROAD
Portland West	441-1500429-001	032	4735	155	1		\$9.31	1	SL-SE-0050	DAVIS STREET
Portland West	441-1500429-001	032	4735	155	3		\$9.31	1	SL-SE-0050	DAVIS STREET
Portland West	441-1500429-001	032	4735	133	1		\$9.31	1	SL-SE-0050	DEANE STREET
Portland West	441-1500429-001	032	4735	133	3		\$9.31	1	SL-SE-0050	DEANE STREET
Portland West	441-1500429-001	032	4735	133	4		\$9.31	1	SL-SE-0050	DEANE STREET
Portland West	441-1500429-001	032	4735	133	6		\$9.31	1	SL-SE-0050	DEANE STREET
Portland West	441-1500429-001	032	4735	133	8		\$9.31	1	SL-SE-0050	DEANE STREET
Portland West	441-1500448-001	032	4735	134	1		\$9.31	1	SL-SE-0050	DEBLOIS STREET
Portland West	441-1500448-001	032	4735	134	3		\$9.31	1	SL-SE-0050	DEBLOIS STREET
Portland West	441-1500429-001	040	4735	135	2		\$17.56	1	SL-SE-0250	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	4		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	5		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	6		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	7		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	11		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	13		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	14		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	16		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	040	4735	135	16.2		\$17.56	1	SL-SE-0250	DEERING AVENUE
Portland West	441-1500429-001	052	4735	135	16.2		\$18.90	1	SL-SC-0250	DEERING AVENUE
Portland West	441-1500429-001	051	4735	135	16.3		\$13.93	1	SL-SC-0150	DEERING AVENUE
Portland West	441-1500429-001	051	4735	135	16.3		\$13.93	1	SL-SC-0150	DEERING AVENUE
Portland West	441-1500429-001	038	4735	135	16.4		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500429-001	038	4735	135	16.4		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500448-001	051	4735	135	16.4		\$13.93	1	SL-SC-0150	DEERING AVENUE
Portland West	441-1500429-001	040	4735	135	19		\$17.56	1	SL-SE-0250	DEERING AVENUE
Portland West	441-1500429-001	040	4735	135	19.1		\$17.56	1	SL-SE-0250	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	026		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	27		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	028		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	029		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	30		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	036	4735	135	031		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500429-001	038	4735	135	032.2		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500429-001	038	4735	135	33		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500429-001	038	4735	135	39		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500448-001	032	4735	135	40		\$9.31	1	SL-SE-0050	DEERING AVENUE
Portland West	441-1500448-001	036	4735	135	43		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500448-001	036	4735	135	45		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500448-001	038	4735	135	48.1		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500448-001	036	4735	135	50		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500448-001	052	4735	135	52		\$18.90	1	SL-SC-0250	DEERING AVENUE
Portland West	441-1500448-001	036	4735	135	54		\$11.28	1	SL-SE-0100	DEERING AVENUE
Portland West	441-1500448-001	038	4735	135	58		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500448-001	038	4735	135	59		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500448-001	038	4735	135	60		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500448-001	038	4735	135	63		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500448-001	038	4735	135	65		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500448-001	051	4735	135	68		\$13.93	1	SL-SC-0150	DEERING AVENUE
Portland West	441-1500448-001	038	4735	135	70		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500448-001	038	4735	135	47H		\$12.96	1	SL-SE-0150	DEERING AVENUE
Portland West	441-1500429-001	045	4735	137	9.1		\$11.66	1	SL-SP-0100	DEERING OAKS LINE
Portland West	441-1500429-001	045	4735	137	10.1		\$11.66	1	SL-SP-0100	DEERING OAKS LINE
Portland West	441-1500429-001	045	4735	137	10.2		\$11.66	1	SL-SP-0100	DEERING OAKS LINE
Portland West	441-1500429-001	038	4735	140	1		\$12.96	1	SL-SE-0150	DEERING STREET
Portland West	441-1500429-001	038	4735	140	2		\$12.96	1	SL-SE-0150	DEERING STREET
Portland West	441-1500429-001	051	4735	140	3		\$13.93	1	SL-SC-0150	DEERING STREET
Portland West	441-1500429-001	051	4735	140	4		\$13.93	1	SL-SC-0150	DEERING STREET
Portland West	441-1500429-001	038	4735	140	7		\$12.96	1	SL-SE-0150	DEERING STREET
Portland West	441-1500429-001	038	4735	140	8		\$12.96	1	SL-SE-0150	DEERING STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	051	4735	140	9		\$13.93	1	SL-SC-0150	DEERING STREET
Portland West	441-1500429-001	038	4735	139	1		\$12.96	1	SL-SE-0150	DEERING STREET PLACE
Portland West	441-1500448-001	032	4735	141	1		\$9.31	1	SL-SE-0050	DENNETT STREET
Portland West	441-1500448-001	032	4735	141	2		\$9.31	1	SL-SE-0050	DENNETT STREET
Portland West	441-1500448-001	032	4735	141	4		\$9.31	1	SL-SE-0050	DENNETT STREET
Portland West	441-1500448-001	049	4735	141	6		\$10.94	1	SL-SC-0050	DENNETT STREET
Portland West	441-1500448-001	049	4735	141	6.1		\$10.94	1	SL-SC-0050	DENNETT STREET
Portland West	441-1500448-001	032	4735	141	8		\$9.31	1	SL-SE-0050	DENNETT STREET
Portland West	441-1500448-001	032	4735	141	10		\$9.31	1	SL-SE-0050	DENNETT STREET
Portland West	441-1500448-001	032	4735	141	11		\$9.31	1	SL-SE-0050	DENNETT STREET
Portland West	441-1500448-001	032	4735	141	13		\$9.31	1	SL-SE-0050	DENNETT STREET
Portland West	441-1500429-001	036	4735	142	1		\$11.28	1	SL-SE-0100	DERMOT COURT
Portland West	441-1500429-001	036	4735	142	2		\$11.28	1	SL-SE-0100	DERMOT COURT
Portland West	441-1500448-001	032	4735	143	2		\$9.31	1	SL-SE-0050	DEVON STREET
Portland West	441-1500448-001	032	4735	143	3		\$9.31	1	SL-SE-0050	DEVON STREET
Portland West	441-1500448-001	032	4735	143	5		\$9.31	1	SL-SE-0050	DEVON STREET
Portland West	441-1500448-001	049	4735	143	7		\$10.94	1	SL-SC-0050	DEVON STREET
Portland West	441-1500448-001	049	4735	143	10		\$10.94	1	SL-SC-0050	DEVON STREET
Portland West	441-1500448-001	049	4735	143	11		\$10.94	1	SL-SC-0050	DEVON STREET
Portland West	441-1500448-001	038	4735	144	3		\$12.96	1	SL-SE-0150	DEVONSHIRE STREET
Portland West	441-1500448-001	038	4735	144	5		\$12.96	1	SL-SE-0150	DEVONSHIRE STREET
Portland West	441-1500448-001	038	4735	144	7		\$12.96	1	SL-SE-0150	DEVONSHIRE STREET
Portland West	441-1500448-001	036	4735	144	8		\$11.28	1	SL-SE-0100	DEVONSHIRE STREET
Portland West	441-1500448-001	032	4735	157	2		\$9.31	1	SL-SE-0050	DIBIASE STREET
Portland West	441-1500448-001	032	4735	157	4		\$9.31	1	SL-SE-0050	DIBIASE STREET
Portland West	441-1500448-001	032	4735	157	6		\$9.31	1	SL-SE-0050	DIBIASE STREET
Portland West	441-1500448-001	032	4735	157	8		\$9.31	1	SL-SE-0050	DIBIASE STREET
Portland West	441-1500448-001	049	4735	145	1		\$10.94	1	SL-SC-0050	DINGLEY COURT
Portland West	441-1500448-001	032	4735	145	3		\$9.31	1	SL-SE-0050	DINGLEY COURT
Portland West	441-1500429-001	032	4735	146	2		\$9.31	1	SL-SE-0050	DIRIGO STREET
Portland West	441-1500429-001	032	4735	146	4		\$9.31	1	SL-SE-0050	DIRIGO STREET
Portland West	441-1500448-001	032	4735	156	1		\$9.31	1	SL-SE-0050	DONALD STREET
Portland West	441-1500448-001	032	4735	147	02		\$9.31	1	SL-SE-0050	DOROTHY STREET
Portland West	441-1500448-001	032	4735	147	3		\$9.31	1	SL-SE-0050	DOROTHY STREET
Portland West	441-1500448-001	032	4735	147	04		\$9.31	1	SL-SE-0050	DOROTHY STREET
Portland West	441-1500448-001	032	4735	147	06		\$9.31	1	SL-SE-0050	DOROTHY STREET
Portland West	441-1500448-001	049	4735	147	08		\$10.94	1	SL-SC-0050	DOROTHY STREET
Portland West	441-1500448-001	049	4735	147	010		\$10.94	1	SL-SC-0050	DOROTHY STREET
Portland West	441-1500448-001	032	4735	148	2		\$9.31	1	SL-SE-0050	DORSET STREET
Portland West	441-1500448-001	032	4735	148	4		\$9.31	1	SL-SE-0050	DORSET STREET
Portland West	441-1500448-001	050	4735	148	6		\$10.92	1	SL-SC-0070	DORSET STREET
Portland West	441-1500448-001	032	4735	148	8		\$9.31	1	SL-SE-0050	DORSET STREET
Portland West	441-1500448-001	032	4735	148	9		\$9.31	1	SL-SE-0050	DORSET STREET
Portland West	441-1500448-001	049	4735	148	7H		\$10.94	1	SL-SC-0050	DORSET STREET
Portland West	441-1500448-001	049	4735	148	7H		\$10.94	1	SL-SC-0050	DORSET STREET
Portland West	441-1500448-001	032	4735	148	H		\$9.31	1	SL-SE-0050	DORSET STREET
Portland West	441-1500448-001	049	4735	149	6		\$10.94	1	SL-SC-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	8		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	10		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	12		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	14		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	16		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	18		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	21		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	22		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	24		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	149	27		\$9.31	1	SL-SE-0050	DOUGLASS STREET
Portland West	441-1500429-001	032	4735	152	2		\$9.31	1	SL-SE-0050	DOW STREET
Portland West	441-1500429-001	032	4735	152	3		\$9.31	1	SL-SE-0050	DOW STREET
Portland West	441-1003782-011	043	4735	153	2		\$22.64	1	SL-SF-0400	DURHAM STREET
Portland West	441-1500448-001	032	4735	153	2		\$9.31	1	SL-SE-0050	DURHAM STREET
Portland West	441-1500448-001	032	4735	153	4		\$9.31	1	SL-SE-0050	DURHAM STREET
Portland West	441-1500448-001	036	4735	153	5		\$11.28	1	SL-SE-0100	DURHAM STREET
Portland West	441-1500448-001	032	4735	161	1		\$9.31	1	SL-SE-0050	EAST COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	161	3		\$9.31	1	SL-SE-0050	EAST COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	161	5		\$9.31	1	SL-SE-0050	EAST COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	161	7		\$9.31	1	SL-SE-0050	EAST COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	161	9		\$9.31	1	SL-SE-0050	EAST COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	161	11		\$9.31	1	SL-SE-0050	EAST COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	161	13		\$9.31	1	SL-SE-0050	EAST COMMONWEALTH DRIVE
Portland West	441-1500429-001	045	4735	645	1.1		\$11.66	1	SL-SP-0100	EASTFIELD RD
Portland West	441-1500429-001	045	4735	645	2.01		\$11.66	1	SL-SP-0100	EASTFIELD RD
Portland West	441-1500429-001	045	4735	645	2.1		\$11.66	1	SL-SP-0100	EASTFIELD RD
Portland West	441-1500429-001	045	4735	645	3.1		\$11.66	1	SL-SP-0100	EASTFIELD RD
Portland West	441-1500429-001	045	4735	645	4.01		\$11.66	1	SL-SP-0100	EASTFIELD RD
Portland West	441-1500429-001	045	4735	645	4.02		\$11.66	1	SL-SP-0100	EASTFIELD RD
Portland West	441-1500429-001	045	4735	645	4.2		\$11.66	1	SL-SP-0100	EASTFIELD RD
Portland West	441-1500448-001	049	4735	163	1		\$10.94	1	SL-SC-0050	EDGEWORTH AVENUE
Portland West	441-1500448-001	032	4735	163	3		\$9.31	1	SL-SE-0050	EDGEWORTH AVENUE
Portland West	441-1500448-001	032	4735	163	4		\$9.31	1	SL-SE-0050	EDGEWORTH AVENUE
Portland West	441-1500448-001	032	4735	163	6		\$9.31	1	SL-SE-0050	EDGEWORTH AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	032	4735	163	10		\$9.31	1	SL-SE-0050	EDGEWORTH AVENUE
Portland West	441-1500448-001	049	4735	163	7H		\$10.94	1	SL-SC-0050	EDGEWORTH AVENUE
Portland West	441-1500448-001	049	4735	163	7H		\$10.94	1	SL-SC-0050	EDGEWORTH AVENUE
Portland West	441-1500429-001	032	4735	164	1		\$9.31	1	SL-SE-0050	EDWARDS STREET
Portland West	441-1500429-001	032	4735	164	4		\$9.31	1	SL-SE-0050	EDWARDS STREET
Portland West	441-1500429-001	032	4735	164	7		\$9.31	1	SL-SE-0050	EDWARDS STREET
Portland West	441-1500429-001	049	4735	164	9		\$10.94	1	SL-SC-0050	EDWARDS STREET
Portland West	441-1500429-001	032	4735	164	10		\$9.31	1	SL-SE-0050	EDWARDS STREET
Portland West	441-1500429-001	032	4735	164	12		\$9.31	1	SL-SE-0050	EDWARDS STREET
Portland West	441-1500429-001	036	4735	164	13		\$11.28	1	SL-SE-0100	EDWARDS STREET
Portland West	441-1500429-001	032	4735	164	15		\$9.31	1	SL-SE-0050	EDWARDS STREET
Portland West	441-1500429-001	032	4735	164	17		\$9.31	1	SL-SE-0050	EDWARDS STREET
Portland West	441-1500429-001	032	4735	164	2H		\$9.31	1	SL-SE-0050	EDWARDS STREET
Portland West	441-1500429-001	032	4735	164	5H		\$9.31	1	SL-SE-0050	EDWARDS STREET
Portland West	441-1500448-001	032	4735	165	2		\$9.31	1	SL-SE-0050	ELBERT STREET
Portland West	441-1500429-001	036	4735	166	7		\$11.28	1	SL-SE-0100	ELIZABETH ROAD
Portland West	441-1500429-001	034	4735	167	2		\$10.20	1	SL-SE-0070	ELLSWORTH STREET
Portland West	441-1500429-001	034	4735	167	4		\$10.20	1	SL-SE-0070	ELLSWORTH STREET
Portland West	441-1500429-001	034	4735	167	5		\$10.20	1	SL-SE-0070	ELLSWORTH STREET
Portland West	441-1500448-001	032	4735	168	2		\$9.31	1	SL-SE-0050	ELMWOOD STREET
Portland West	441-1500448-001	049	4735	168	2		\$10.94	1	SL-SC-0050	ELMWOOD STREET
Portland West	441-1500448-001	032	4735	168	4		\$9.31	1	SL-SE-0050	ELMWOOD STREET
Portland West	441-1500448-001	032	4735	168	6		\$10.94	1	SL-SC-0050	ELMWOOD STREET
Portland West	441-1500448-001	049	4735	168	6		\$22.39	1	SL-SE-0400	EMERY STREET
Portland West	441-1003674-011	041	4735	169	2		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500429-001	036	4735	169	2		\$17.99	1	SL-SF-0250	EMERY STREET
Portland West	441-1500429-001	042	4735	169	2		\$12.96	1	SL-SE-0150	EMERY STREET
Portland West	441-1500429-001	038	4735	169	3		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500429-001	036	4735	169	4		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500429-001	036	4735	169	5		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500429-001	036	4735	169	7		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500429-001	036	4735	169	9		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500429-001	049	4735	169	10		\$10.94	1	SL-SC-0050	EMERY STREET
Portland West	441-1500429-001	036	4735	169	11		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500429-001	036	4735	169	13		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500429-001	036	4735	169	15		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500429-001	036	4735	169	16		\$11.28	1	SL-SE-0100	EMERY STREET
Portland West	441-1500448-001	045	4735	170	1.1		\$11.66	1	SL-SP-0100	EPPING STREET
Portland West	441-1500448-001	045	4735	170	2.1		\$11.66	1	SL-SP-0100	EPPING STREET
Portland West	441-1500448-001	045	4735	170	3.1		\$11.66	1	SL-SP-0100	EPPING STREET
Portland West	441-1500448-001	045	4735	170	4.1		\$11.66	1	SL-SP-0100	EPPING STREET
Portland West	441-1500448-001	048	4735	170	5.1		\$11.66	1	SL-SC-0100	EPPING STREET
Portland West	441-1500448-001	032	4735	171	3		\$9.31	1	SL-SE-0050	ESSEX STREET
Portland West	441-1500448-001	032	4735	171	6		\$9.31	1	SL-SE-0050	ESSEX STREET
Portland West	441-1500448-001	032	4735	171	9		\$9.31	1	SL-SE-0050	ESSEX STREET
Portland West	441-1500448-001	045	4735	624	1.1		\$11.66	1	SL-SP-0100	EUCUD AVENUE
Portland West	441-1500448-001	045	4735	624	2.1		\$11.66	1	SL-SP-0100	EUCUD AVENUE
Portland West	441-1500448-001	045	4735	624	3.1		\$11.66	1	SL-SP-0100	EUCUD AVENUE
Portland West	441-1500448-001	045	4735	624	4.1		\$11.66	1	SL-SP-0100	EUCUD AVENUE
Portland West	441-1500448-001	045	4735	624	5.1		\$11.66	1	SL-SP-0100	EUCUD AVENUE
Portland West	441-1500448-001	045	4735	624	6.1		\$11.66	1	SL-SP-0100	EUCUD AVENUE
Portland West	441-1500448-001	045	4735	624	7.1		\$11.66	1	SL-SP-0100	EUCUD AVENUE
Portland West	441-1500448-001	045	4735	624	8.1		\$11.66	1	SL-SP-0100	EUCUD AVENUE
Portland West	441-1500429-001	032	4735	172	1		\$9.31	1	SL-SE-0050	EXETER STREET
Portland West	441-1500429-001	032	4735	172	3		\$9.31	1	SL-SE-0050	EXETER STREET
Portland West	441-1500429-001	032	4735	172	4		\$9.31	1	SL-SE-0050	EXETER STREET
Portland West	441-1500429-001	032	4735	172	6		\$9.31	1	SL-SE-0050	EXETER STREET
Portland West	441-1500429-001	049	4735	178	2		\$10.94	1	SL-SC-0050	FAIRMONT STREET
Portland West	441-1500429-001	032	4735	179	1		\$9.31	1	SL-SE-0050	FAIRVIEW STREET
Portland West	441-1500429-001	032	4735	179	3		\$9.31	1	SL-SE-0050	FAIRVIEW STREET
Portland West	441-1500429-001	036	4735	180	1		\$11.28	1	SL-SE-0100	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	180	2		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	180	3.1		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	180	4		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	180	5		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	180	6		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	180	7		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	180	8		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500448-001	042	4735	180	9		\$17.99	1	SL-SF-0250	FALMOUTH STREET
Portland West	441-1003782-011	032	4735	180	9		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1003782-011	032	4735	180	10		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1003782-011	036	4735	180	10		\$11.28	1	SL-SE-0100	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	180	10		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	180	11		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500429-001	032	4735	180	13		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500429-001	032	4735	180	14		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500429-001	032	4735	180	15		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500429-001	032	4735	180	16		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500429-001	032	4735	180	17		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500429-001	032	4735	180	18		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500429-001	032	4735	180	20		\$9.31	1	SL-SE-0050	FALMOUTH STREET
Portland West	441-1500448-001	032	4735	181	1		\$9.31	1	SL-SE-0050	FARNHAM STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	049	4735	181	3		\$10.94	1	SL-SC-0050	FARNHAM STREET
Portland West	441-1500448-001	049	4735	181	5		\$10.94	1	SL-SC-0050	FARNHAM STREET
Portland West	441-1500448-001	032	4735	181	8		\$9.31	1	SL-SE-0050	FARNHAM STREET
Portland West	441-1500448-001	032	4735	181	9		\$9.31	1	SL-SE-0050	FARNHAM STREET
Portland West	441-1500448-001	032	4735	182	1		\$9.31	1	SL-SE-0050	FELLOWS STREET
Portland West	441-1500448-001	050	4735	182	3		\$10.92	1	SL-SC-0070	FELLOWS STREET
Portland West	441-1500429-001	032	4735	183	1		\$9.31	1	SL-SE-0050	FENWAY STREET
Portland West	441-1500429-001	032	4735	183	3		\$9.31	1	SL-SE-0050	FENWAY STREET
Portland West	441-1500448-001	032	4735	185	1		\$9.31	1	SL-SE-0050	FESSENDEN STREET
Portland West	441-1500448-001	032	4735	185	2		\$9.31	1	SL-SE-0050	FESSENDEN STREET
Portland West	441-1500448-001	032	4735	185	3		\$9.31	1	SL-SE-0050	FESSENDEN STREET
Portland West	441-1500448-001	032	4735	185	4		\$9.31	1	SL-SE-0050	FESSENDEN STREET
Portland West	441-1500448-001	032	4735	185	5		\$9.31	1	SL-SE-0050	FESSENDEN STREET
Portland West	441-1500448-001	032	4735	185	7		\$9.31	1	SL-SE-0050	FESSENDEN STREET
Portland West	441-1500448-001	032	4735	185	9		\$9.31	1	SL-SE-0050	FESSENDEN STREET
Portland West	441-1500448-001	032	4735	185	11		\$9.31	1	SL-SE-0050	FESSENDEN STREET
Portland West	441-1500429-001	032	4735	187	2		\$9.31	1	SL-SE-0050	FLEETWOOD STREET
Portland West	441-1500429-001	032	4735	187	4		\$9.31	1	SL-SE-0050	FLEETWOOD STREET
Portland West	441-1500429-001	032	4735	188	1		\$9.31	1	SL-SE-0050	FLETCHER STREET
Portland West	441-1500429-001	032	4735	188	3		\$9.31	1	SL-SE-0050	FLETCHER STREET
Portland West	441-1500429-001	036	4735	188	4		\$11.28	1	SL-SE-0100	FLETCHER STREET
Portland West	441-1500448-001	032	4735	189	2		\$9.31	1	SL-SE-0050	FLORENCE STREET
Portland West	441-1500429-001	032	4735	190	2		\$9.31	1	SL-SE-0050	FOREST STREET
Portland West	441-1500429-001	032	4735	190	4		\$9.31	1	SL-SE-0050	FOREST STREET
Portland West	441-1500429-001	032	4735	190	H		\$9.31	1	SL-SE-0050	FOREST STREET
Portland West	441-1500448-001	032	4735	197	1		\$9.31	1	SL-SE-0050	FOUR WINDS ROAD
Portland West	441-1500448-001	032	4735	197	3		\$9.31	1	SL-SE-0050	FOUR WINDS ROAD
Portland West	441-1500448-001	032	4735	197	5		\$9.31	1	SL-SE-0050	FOUR WINDS ROAD
Portland West	441-1500448-001	032	4735	197	502		\$9.31	1	SL-SE-0050	FOUR WINDS ROAD
Portland West	441-1500448-001	032	4735	197	504		\$9.31	1	SL-SE-0050	FOUR WINDS ROAD
Portland West	441-1500429-001	036	4735	192	1		\$11.28	1	SL-SE-0100	FRANCES STREET
Portland West	441-1500429-001	036	4735	192	2		\$11.28	1	SL-SE-0100	FRANCES STREET
Portland West	441-1500429-001	036	4735	192	3		\$11.28	1	SL-SE-0100	FRANCES STREET
Portland West	441-1500429-001	036	4735	192	4		\$11.28	1	SL-SE-0100	FRANCES STREET
Portland West	441-1500429-001	036	4735	192	5		\$11.28	1	SL-SE-0100	FRANCES STREET
Portland West	441-1500429-001	038	4735	192	6		\$12.96	1	SL-SE-0150	FRANCES STREET
Portland West	441-1500429-001	050	4735	192	8		\$10.92	1	SL-SC-0070	FRANCES STREET
Portland West	441-1500429-001	034	4735	192	10		\$10.20	1	SL-SE-0070	FRANCES STREET
Portland West	441-1500429-001	034	4735	192	12		\$10.20	1	SL-SE-0070	FRANCES STREET
Portland West	441-1500429-001	034	4735	192	15		\$10.20	1	SL-SE-0070	FRANCES STREET
Portland West	441-1500429-001	034	4735	192	17		\$10.20	1	SL-SE-0070	FRANCES STREET
Portland West	441-1500429-001	036	4735	192	20		\$11.28	1	SL-SE-0100	FRANCES STREET
Portland West	441-1500429-001	036	4735	192	21		\$11.28	1	SL-SE-0100	FRANCES STREET
Portland West	441-1500429-001	050	4735	192	23		\$10.92	1	SL-SC-0070	FRANCES STREET
Portland West	441-1500429-001	050	4735	192	25		\$10.92	1	SL-SC-0070	FRANCES STREET
Portland West	441-1500429-001	032	4735	193	1		\$9.31	1	SL-SE-0050	FREDERICK STREET
Portland West	441-1500429-001	032	4735	193	3		\$9.31	1	SL-SE-0050	FREDERICK STREET
Portland West	441-1500429-001	032	4735	193	5		\$9.31	1	SL-SE-0050	FREDERICK STREET
Portland West	441-1500448-001	032	4735	194	1		\$9.31	1	SL-SE-0050	FREEMAN STREET
Portland West	441-1500448-001	032	4735	194	2		\$9.31	1	SL-SE-0050	FREEMAN STREET
Portland West	441-1500429-001	032	4735	195	4		\$9.31	1	SL-SE-0050	FROST STREET
Portland West	441-1500429-001	032	4735	195	7		\$9.31	1	SL-SE-0050	FROST STREET
Portland West	441-1500429-001	032	4735	195	9		\$9.31	1	SL-SE-0050	FROST STREET
Portland West	441-1500429-001	032	4735	195	11		\$9.31	1	SL-SE-0050	FROST STREET
Portland West	441-1500429-001	049	4735	195	13		\$10.94	1	SL-SC-0050	FROST STREET
Portland West	441-1500429-001	038	4735	195	14		\$12.96	1	SL-SE-0150	FROST STREET
Portland West	441-1500448-001	032	4735	196	2		\$9.31	1	SL-SE-0050	FULLER STREET
Portland West	441-1500448-001	032	4735	196	4		\$9.31	1	SL-SE-0050	FULLER STREET
Portland West	441-1500429-001	038	4735	632	2		\$12.96	1	SL-SE-0150	GARRISON HILL
Portland West	441-1500429-001	038	4735	632	4		\$12.96	1	SL-SE-0150	GARRISON HILL
Portland West	441-1500429-001	034	4735	632	6		\$10.20	1	SL-SE-0070	GARRISON HILL
Portland West	441-1500429-001	034	4735	204	1		\$10.20	1	SL-SE-0070	GARRISON STREET
Portland West	441-1500448-001	049	4735	204	2		\$10.94	1	SL-SC-0050	GARRISON STREET
Portland West	441-1500429-001	034	4735	204	3		\$10.20	1	SL-SE-0070	GARRISON STREET
Portland West	441-1500429-001	034	4735	204	5		\$10.20	1	SL-SE-0070	GARRISON STREET
Portland West	441-1500429-001	034	4735	204	7		\$10.20	1	SL-SE-0070	GARRISON STREET
Portland West	441-1500429-001	034	4735	204	9		\$10.20	1	SL-SE-0070	GARRISON STREET
Portland West	441-1500429-001	034	4735	204	11		\$10.20	1	SL-SE-0070	GARRISON STREET
Portland West	441-1500429-001	032	4735	205	2		\$9.31	1	SL-SE-0050	GARRISON STREET EXTENSION
Portland West	441-1500448-001	032	4735	206	1		\$9.31	1	SL-SE-0050	GAY STREET
Portland West	441-1500448-001	032	4735	206	2		\$9.31	1	SL-SE-0050	GAY STREET
Portland West	441-1500429-001	048	4735	209	1		\$11.66	1	SL-SC-0100	GILMAN STREET
Portland West	441-1500429-001	036	4735	209	3		\$11.28	1	SL-SE-0100	GILMAN STREET
Portland West	441-1500429-001	038	4735	209	3.1		\$12.96	1	SL-SE-0150	GILMAN STREET
Portland West	441-1500429-001	036	4735	209	4		\$11.28	1	SL-SE-0100	GILMAN STREET
Portland West	441-1500429-001	036	4735	209	6		\$11.28	1	SL-SE-0100	GILMAN STREET
Portland West	441-1500429-001	051	4735	209	8		\$13.93	1	SL-SC-0150	GILMAN STREET
Portland West	441-1500429-001	034	4735	209	9		\$10.20	1	SL-SE-0070	GILMAN STREET
Portland West	441-1500429-001	034	4735	209	10		\$10.20	1	SL-SE-0070	GILMAN STREET
Portland West	441-1500429-001	034	4735	209	11		\$10.20	1	SL-SE-0070	GILMAN STREET
Portland West	441-1500429-001	034	4735	209	12		\$10.20	1	SL-SE-0070	GILMAN STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	036	4735	209	4H		\$11.28	1	SL-SE-0100	GILMAN STREET
Portland West	441-1500429-001	036	4735	209	6H		\$11.28	1	SL-SE-0100	GILMAN STREET
Portland West	441-1500448-001	032	4735	225	1		\$9.31	1	SL-SE-0050	GLENHAVEN EAST
Portland West	441-1500448-001	049	4735	225	3		\$10.94	1	SL-SC-0050	GLENHAVEN EAST
Portland West	441-1500448-001	032	4735	225	5		\$9.31	1	SL-SE-0050	GLENHAVEN EAST
Portland West	441-1500448-001	032	4735	225	7		\$9.31	1	SL-SE-0050	GLENHAVEN EAST
Portland West	441-1500448-001	032	4735	226	1		\$9.31	1	SL-SE-0050	GLENHAVEN WEST
Portland West	441-1500448-001	032	4735	226	2		\$9.31	1	SL-SE-0050	GLENHAVEN WEST
Portland West	441-1500448-001	032	4735	226	5		\$9.31	1	SL-SE-0050	GLENHAVEN WEST
Portland West	441-1500448-001	032	4735	210	2		\$9.31	1	SL-SE-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	049	4735	210	4		\$10.94	1	SL-SC-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	032	4735	210	5		\$9.31	1	SL-SE-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	032	4735	210	7		\$9.31	1	SL-SE-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	032	4735	210	10		\$9.31	1	SL-SE-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	049	4735	210	11		\$10.94	1	SL-SC-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	032	4735	210	12		\$9.31	1	SL-SE-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	032	4735	210	13		\$9.31	1	SL-SE-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	032	4735	210	15		\$9.31	1	SL-SE-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	032	4735	210	18		\$9.31	1	SL-SE-0050	GLENWOOD AVENUE
Portland West	441-1500448-001	034	4735	211	1		\$10.20	1	SL-SE-0070	GODFREY STREET
Portland West	441-1500448-001	043	4735	211	1.1		\$22.64	1	SL-SF-0400	GODFREY STREET
Portland West	441-1500448-001	036	4735	211	2		\$11.28	1	SL-SE-0100	GODFREY STREET
Portland West	441-1500448-001	050	4735	211	3		\$10.92	1	SL-SC-0070	GODFREY STREET
Portland West	441-1003674-011	043	4735	211	3.1		\$22.64	1	SL-SF-0400	GODFREY STREET
Portland West	441-1003674-011	038	4735	211	4.1		\$12.96	1	SL-SE-0150	GODFREY STREET
Portland West	441-1003674-011	043	4735	211	4.1		\$22.64	1	SL-SF-0400	GODFREY STREET
Portland West	441-1003674-011	038	4735	211	4.2		\$12.96	1	SL-SE-0150	GODFREY STREET
Portland West	441-1003674-011	038	4735	211	4.3		\$12.96	1	SL-SE-0150	GODFREY STREET
Portland West	441-1003674-011	038	4735	211	4.4		\$12.96	1	SL-SE-0150	GODFREY STREET
Portland West	441-1500448-001	036	4735	211	5		\$11.28	1	SL-SE-0100	GODFREY STREET
Portland West	441-1003674-011	036	4735	211	6.1		\$11.28	1	SL-SE-0100	GODFREY STREET
Portland West	441-1003674-011	036	4735	211	6.2		\$11.28	1	SL-SE-0100	GODFREY STREET
Portland West	441-1003674-011	043	4735	212	1.1		\$22.64	1	SL-SF-0400	GORGES STREET
Portland West	441-1500448-001	048	4735	212	2		\$11.66	1	SL-SC-0100	GORGES STREET
Portland West	441-1003674-011	036	4735	212	3		\$11.28	1	SL-SE-0100	GORGES STREET
Portland West	441-1500429-001	032	4735	215	1		\$9.31	1	SL-SE-0050	GRANITE STREET
Portland West	441-1500429-001	048	4735	215	3		\$11.66	1	SL-SC-0100	GRANITE STREET
Portland West	441-1500429-001	032	4735	215	4		\$9.31	1	SL-SE-0050	GRANITE STREET
Portland West	441-1500429-001	032	4735	215	5		\$9.31	1	SL-SE-0050	GRANITE STREET
Portland West	441-1500429-001	048	4735	216	1		\$11.66	1	SL-SC-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	2		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	3		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	048	4735	216	4		\$11.66	1	SL-SC-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	5		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	048	4735	216	6		\$11.66	1	SL-SC-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	7		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	8		\$11.66	1	SL-SC-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	9		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	10		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	048	4735	216	11		\$11.66	1	SL-SC-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	12		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	13		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	15		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	048	4735	216	16		\$11.66	1	SL-SC-0100	GRANT STREET
Portland West	441-1500429-001	036	4735	216	17		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	043	4735	216	17		\$22.64	1	SL-SF-0400	GRANT STREET
Portland West	441-1500429-001	032	4735	216	18		\$9.31	1	SL-SE-0050	GRANT STREET
Portland West	441-1500429-001	036	4735	216	19		\$11.28	1	SL-SE-0100	GRANT STREET
Portland West	441-1500429-001	048	4735	216	2H		\$11.66	1	SL-SC-0100	GRANT STREET
Portland West	441-1500429-001	048	4735	216	3H		\$11.66	1	SL-SC-0100	GRANT STREET
Portland West	441-1500429-001	032	4735	219	1		\$9.31	1	SL-SE-0050	GRAY STREET
Portland West	441-1500429-001	032	4735	219	2		\$9.31	1	SL-SE-0050	GRAY STREET
Portland West	441-1500429-001	032	4735	219	3		\$9.31	1	SL-SE-0050	GRAY STREET
Portland West	441-1500429-001	032	4735	219	5		\$9.31	1	SL-SE-0050	GRAY STREET
Portland West	441-1500429-001	042	4735	219	5		\$17.99	1	SL-SF-0250	GRAY STREET
Portland West	441-1500429-001	032	4735	219	6		\$9.31	1	SL-SE-0050	GRAY STREET
Portland West	441-1500429-001	032	4735	219	7		\$9.31	1	SL-SE-0050	GRAY STREET
Portland West	441-1500429-001	032	4735	219	8		\$9.31	1	SL-SE-0050	GRAY STREET
Portland West	441-1500429-001	032	4735	219	10		\$9.31	1	SL-SE-0050	GRAY STREET
Portland West	441-1500429-001	032	4735	219	11		\$9.31	1	SL-SE-0050	GRAY STREET
Portland West	441-1500448-001	032	4735	201	1		\$9.31	1	SL-SE-0050	GROVESIDE ROAD
Portland West	441-1500448-001	032	4735	201	3		\$9.31	1	SL-SE-0050	GROVESIDE ROAD
Portland West	441-1500448-001	032	4735	201	4		\$9.31	1	SL-SE-0050	GROVESIDE ROAD
Portland West	441-1500448-001	032	4735	201	5		\$9.31	1	SL-SE-0050	GROVESIDE ROAD
Portland West	441-1500448-001	032	4735	201	7		\$9.31	1	SL-SE-0050	GROVESIDE ROAD
Portland West	441-1500429-001	032	4735	223	1		\$9.31	1	SL-SE-0050	GUILFORD COURT
Portland West	441-1500448-001	034	4735	433	1		\$10.20	1	SL-SE-0070	HALE STREET
Portland West	441-1500448-001	034	4735	433	2		\$10.20	1	SL-SE-0070	HALE STREET
Portland West	441-1500448-001	034	4735	433	3		\$10.20	1	SL-SE-0070	HALE STREET
Portland West	441-1500448-001	049	4735	433	4		\$10.94	1	SL-SC-0050	HALE STREET
Portland West	441-1500429-001	049	4735	229	1		\$10.94	1	SL-SC-0050	HALET STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	032	4735	229	2		\$9.31	1	SL-SE-0050	HALET STREET
Portland West	441-1500448-001	032	4735	230	2		\$9.31	1	SL-SE-0050	HAMBLET AVENUE
Portland West	441-1500448-001	032	4735	230	3		\$9.31	1	SL-SE-0050	HAMBLET AVENUE
Portland West	441-1500448-001	032	4735	230	5		\$9.31	1	SL-SE-0050	HAMBLET AVENUE
Portland West	441-1500448-001	032	4735	230	7		\$9.31	1	SL-SE-0050	HAMBLET AVENUE
Portland West	441-1500448-001	032	4735	232	2		\$9.31	1	SL-SE-0050	HARMON ROAD
Portland West	441-1500448-001	049	4735	232	4		\$10.94	1	SL-SC-0050	HARMON ROAD
Portland West	441-1500448-001	050	4735	233	1		\$10.92	1	SL-SC-0070	HARTLEY STREET
Portland West	441-1500429-001	050	4735	233	3		\$10.92	1	SL-SC-0070	HARTLEY STREET
Portland West	441-1500448-001	034	4735	233	5		\$10.20	1	SL-SE-0070	HARTLEY STREET
Portland West	441-1500448-001	050	4735	233	7		\$10.92	1	SL-SC-0070	HARTLEY STREET
Portland West	441-1500448-001	050	4735	233	8		\$10.92	1	SL-SC-0070	HARTLEY STREET
Portland West	441-1500448-001	050	4735	233	9		\$10.92	1	SL-SC-0070	HARTLEY STREET
Portland West	441-1500448-001	036	4735	233	11		\$11.28	1	SL-SE-0100	HARTLEY STREET
Portland West	441-1500448-001	050	4735	233	13		\$10.92	1	SL-SC-0070	HARTLEY STREET
Portland West	441-1500448-001	050	4735	233	15		\$10.92	1	SL-SC-0070	HARTLEY STREET
Portland West	441-1500448-001	034	4735	233	17		\$10.20	1	SL-SE-0070	HARTLEY STREET
Portland West	441-1500448-001	034	4735	233	18		\$10.20	1	SL-SE-0070	HARTLEY STREET
Portland West	441-1500429-001	032	4735	235	1		\$9.31	1	SL-SE-0050	HARVEY STREET
Portland West	441-1500429-001	049	4735	235	3		\$10.94	1	SL-SC-0050	HARVEY STREET
Portland West	441-1500429-001	032	4735	236	1		\$9.31	1	SL-SE-0050	HASTINGS STREET
Portland West	441-1500429-001	032	4735	236	3		\$9.31	1	SL-SE-0050	HASTINGS STREET
Portland West	441-1500429-001	032	4735	236	5		\$9.31	1	SL-SE-0050	HASTINGS STREET
Portland West	441-1500429-001	032	4735	236	7		\$9.31	1	SL-SE-0050	HASTINGS STREET
Portland West	441-1500429-001	049	4735	236	9		\$10.94	1	SL-SC-0050	HASTINGS STREET
Portland West	441-1500429-001	032	4735	236	11		\$9.31	1	SL-SE-0050	HASTINGS STREET
Portland West	441-1500429-001	045	4735	644	3.01		\$11.66	1	SL-SP-0100	HAYWOOD ST
Portland West	441-1500429-001	045	4735	644	3.1		\$11.66	1	SL-SP-0100	HAYWOOD ST
Portland West	441-1500429-001	045	4735	644	3.2		\$11.66	1	SL-SP-0100	HAYWOOD ST
Portland West	441-1500429-001	045	4735	644	3.3		\$11.66	1	SL-SP-0100	HAYWOOD ST
Portland West	441-1500429-001	045	4735	644	5.01		\$11.66	1	SL-SP-0100	HAYWOOD ST
Portland West	441-1500429-001	045	4735	644	5.1		\$11.66	1	SL-SP-0100	HAYWOOD ST
Portland West	441-1500429-001	045	4735	644	6.1		\$11.66	1	SL-SP-0100	HAYWOOD ST
Portland West	441-1500429-001	036	4735	238	1		\$11.28	1	SL-SE-0100	HEMLOCK STREET
Portland West	441-1500429-001	036	4735	238	3		\$11.28	1	SL-SE-0100	HEMLOCK STREET
Portland West	441-1493430-001	043	4735	239	2.2		\$22.64	1	SL-SF-0400	HENRY STREET
Portland West	441-1500448-001	040	4735	240	1		\$17.56	1	SL-SE-0250	HICKS STREET
Portland West	441-1500448-001	050	4735	240	2		\$10.92	1	SL-SC-0070	HICKS STREET
Portland West	441-1500448-001	034	4735	240	4		\$10.20	1	SL-SE-0070	HICKS STREET
Portland West	441-1500448-001	034	4735	240	6		\$10.20	1	SL-SE-0070	HICKS STREET
Portland West	441-1500448-001	050	4735	240	8		\$10.92	1	SL-SC-0070	HICKS STREET
Portland West	441-1500448-001	034	4735	240	9		\$10.20	1	SL-SE-0070	HICKS STREET
Portland West	441-1500448-001	034	4735	240	10		\$10.20	1	SL-SE-0070	HICKS STREET
Portland West	441-1500448-001	048	4735	240	11		\$11.66	1	SL-SC-0100	HICKS STREET
Portland West	441-1500448-001	049	4735	240	13		\$10.94	1	SL-SC-0050	HICKS STREET
Portland West	441-1500448-001	034	4735	240	14		\$10.20	1	SL-SE-0070	HICKS STREET
Portland West	441-1500448-001	036	4735	240	15		\$11.28	1	SL-SE-0100	HICKS STREET
Portland West	441-1500448-001	034	4735	240	7H		\$10.20	1	SL-SE-0070	HICKS STREET
Portland West	441-1500448-001	049	4735	241	2		\$10.94	1	SL-SC-0050	HIGGINS STREET
Portland West	441-1500448-001	049	4735	241	4		\$10.94	1	SL-SC-0050	HIGGINS STREET
Portland West	441-1500448-001	032	4735	244	2		\$9.31	1	SL-SE-0050	HIGHLAND STREET
Portland West	441-1500448-001	032	4735	244	4		\$9.31	1	SL-SE-0050	HIGHLAND STREET
Portland West	441-1500448-001	032	4735	244	7		\$9.31	1	SL-SE-0050	HIGHLAND STREET
Portland West	441-1500448-001	032	4735	244	9		\$9.31	1	SL-SE-0050	HIGHLAND STREET
Portland West	441-1500448-001	032	4735	244	11		\$9.31	1	SL-SE-0050	HIGHLAND STREET
Portland West	441-1500448-001	049	4735	244	14		\$10.94	1	SL-SC-0050	HIGHLAND STREET
Portland West	441-1500429-001	034	4735	245	1		\$10.20	1	SL-SE-0070	HILL STREET
Portland West	441-1500429-001	034	4735	245	2		\$10.20	1	SL-SE-0070	HILL STREET
Portland West	441-1500429-001	032	4735	246	2		\$9.31	1	SL-SE-0050	HILLCREST AVENUE
Portland West	441-1500429-001	032	4735	246	502		\$9.31	1	SL-SE-0050	HILLCREST AVENUE
Portland West	441-1500448-001	032	4735	247	1		\$9.31	1	SL-SE-0050	HILLIS STREET
Portland West	441-1500448-001	032	4735	247	3		\$9.31	1	SL-SE-0050	HILLIS STREET
Portland West	441-1500448-001	032	4735	247	5		\$9.31	1	SL-SE-0050	HILLIS STREET
Portland West	441-1500429-001	049	4735	248	1		\$10.94	1	SL-SC-0050	HOBART STREET
Portland West	441-1500429-001	049	4735	248	3		\$10.94	1	SL-SC-0050	HOBART STREET
Portland West	441-1500429-001	032	4735	248	5		\$9.31	1	SL-SE-0050	HOBART STREET
Portland West	441-1500429-001	032	4735	248	8		\$9.31	1	SL-SE-0050	HOBART STREET
Portland West	441-1500429-001	032	4735	248	12		\$9.31	1	SL-SE-0050	HOBART STREET
Portland West	441-1500429-001	032	4735	248	14		\$9.31	1	SL-SE-0050	HOBART STREET
Portland West	441-1500448-001	032	4735	249	2		\$9.31	1	SL-SE-0050	HOLLIS ROAD
Portland West	441-1500448-001	032	4735	250	2		\$9.31	1	SL-SE-0050	HOLLY STREET
Portland West	441-1500448-001	032	4735	250	3		\$9.31	1	SL-SE-0050	HOLLY STREET
Portland West	441-1500448-001	049	4735	250	4		\$10.94	1	SL-SC-0050	HOLLY STREET
Portland West	441-1500448-001	032	4735	251	2		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	042	4735	251	2.1		\$17.99	1	SL-SF-0250	HOLM AVENUE
Portland West	441-1500448-001	042	4735	251	2.1		\$17.99	1	SL-SF-0250	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	3		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	049	4735	251	5		\$10.94	1	SL-SC-0050	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	7		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	8		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	9		\$9.31	1	SL-SE-0050	HOLM AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	032	4735	251	12		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	14		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	049	4735	251	16		\$10.94	1	SL-SC-0050	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	18		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	20		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	22		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	24		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	034	4735	251	25		\$10.20	1	SL-SE-0070	HOLM AVENUE
Portland West	441-1500448-001	032	4735	251	10H		\$9.31	1	SL-SE-0050	HOLM AVENUE
Portland West	441-1500448-001	049	4735	252	2		\$10.94	1	SL-SC-0050	HOLWELL STREET
Portland West	441-1500429-001	049	4735	255	1		\$10.94	1	SL-SC-0050	HORTON PLACE
Portland West	441-1500429-001	049	4735	255	2		\$10.94	1	SL-SC-0050	HORTON PLACE
Portland West	441-1500429-001	032	4735	002	1		\$9.31	1	SL-SE-0050	HOULTON STREET
Portland West	441-1500429-001	032	4735	002	1.1		\$9.31	1	SL-SE-0050	HOULTON STREET
Portland West	441-1500448-001	036	4735	257	1		\$11.28	1	SL-SE-0100	HUNT STREET
Portland West	441-1500429-001	032	4735	259	2		\$9.31	1	SL-SE-0050	HUNTRESS STREET
Portland West	441-1500429-001	051	4735	623	1		\$13.93	1	SL-SC-0150	HUTCHINS DRIVE
Portland West	441-1500429-001	051	4735	623	3		\$13.93	1	SL-SC-0150	HUTCHINS DRIVE
Portland West	441-1500429-001	038	4735	623	5		\$12.96	1	SL-SE-0150	HUTCHINS DRIVE
Portland West	441-1500429-001	038	4735	623	7		\$12.96	1	SL-SE-0150	HUTCHINS DRIVE
Portland West	441-1500448-001	032	4735	268	1		\$9.31	1	SL-SE-0050	INTERN LANE
Portland West	441-1500448-001	032	4735	268	3		\$9.31	1	SL-SE-0050	INTERN LANE
Portland West	441-1500429-001	032	4735	267	2		\$9.31	1	SL-SE-0050	IVY STREET
Portland West	441-1500429-001	049	4735	437	1		\$10.94	1	SL-SC-0050	JAIL HOUSE LINE
Portland West	441-1500448-001	032	4735	273	1		\$9.31	1	SL-SE-0050	JAMES STREET
Portland West	441-1500448-001	034	4735	281	1		\$10.20	1	SL-SE-0070	JEANNE STREET
Portland West	441-1500448-001	034	4735	281	3		\$10.20	1	SL-SE-0070	JEANNE STREET
Portland West	441-1500448-001	034	4735	281	5		\$10.20	1	SL-SE-0070	JEANNE STREET
Portland West	441-1500448-001	034	4735	281	7		\$10.20	1	SL-SE-0070	JEANNE STREET
Portland West	441-1500448-001	045	4735	281	7.01		\$11.66	1	SL-SP-0100	JEANNE STREET
Portland West	441-1500448-001	045	4735	281	7.02		\$11.66	1	SL-SP-0100	JEANNE STREET
Portland West	441-1500448-001	045	4735	281	7.1		\$11.66	1	SL-SP-0100	JEANNE STREET
Portland West	441-1500448-001	045	4735	281	7.2		\$11.66	1	SL-SP-0100	JEANNE STREET
Portland West	441-1500448-001	050	4735	281	9		\$10.92	1	SL-SC-0070	JEANNE STREET
Portland West	441-1500448-001	034	4735	281	11		\$10.20	1	SL-SE-0070	JEANNE STREET
Portland West	441-1500429-001	040	4735	275	3		\$17.56	1	SL-SE-0250	JOHNSON STREET
Portland West	441-1500429-001	040	4735	275	5		\$17.56	1	SL-SE-0250	JOHNSON STREET
Portland West	441-1500448-001	036	4735	277	4.21		\$11.28	1	SL-SE-0100	JOSSLYN STREET
Portland West	441-1003674-011	043	4735	277	4.4		\$22.64	1	SL-SF-0400	JOSSLYN STREET
Portland West	441-1500448-001	036	4735	277	4.41		\$11.28	1	SL-SE-0100	JOSSLYN STREET
Portland West	441-1500448-001	036	4735	277	7		\$11.28	1	SL-SE-0100	JOSSLYN STREET
Portland West	441-1500448-001	032	4735	278	1		\$9.31	1	SL-SE-0050	JOY PLACE
Portland West	441-1500429-001	040	4735	278	1		\$17.56	1	SL-SE-0250	JOY PLACE
Portland West	441-1500429-001	032	4735	279	1		\$9.31	1	SL-SE-0050	JUNE STREET
Portland West	441-1500429-001	049	4735	279	3		\$10.94	1	SL-SC-0050	JUNE STREET
Portland West	441-1500429-001	032	4735	286	1		\$9.31	1	SL-SE-0050	KENILWORTH STREET
Portland West	441-1500429-001	032	4735	286	3		\$9.31	1	SL-SE-0050	KENILWORTH STREET
Portland West	441-1500429-001	032	4735	286	5		\$9.31	1	SL-SE-0050	KENILWORTH STREET
Portland West	441-1500429-001	032	4735	286	6		\$9.31	1	SL-SE-0050	KENILWORTH STREET
Portland West	441-1500448-001	032	4735	287	2		\$9.31	1	SL-SE-0050	KENT STREET
Portland West	441-1500448-001	049	4735	287	3		\$10.94	1	SL-SC-0050	KENT STREET
Portland West	441-1500448-001	032	4735	287	6		\$9.31	1	SL-SE-0050	KENT STREET
Portland West	441-1500448-001	049	4735	287	8		\$10.94	1	SL-SC-0050	KENT STREET
Portland West	441-1500448-001	049	4735	287	9		\$10.94	1	SL-SC-0050	KENT STREET
Portland West	441-1500429-001	049	4735	288	1		\$10.94	1	SL-SC-0050	KENWOOD STREET
Portland West	441-1500429-001	032	4735	288	2		\$9.31	1	SL-SE-0050	KENWOOD STREET
Portland West	441-1500429-001	032	4735	288	3		\$9.31	1	SL-SE-0050	KENWOOD STREET
Portland West	441-1500429-001	049	4735	288	4		\$10.94	1	SL-SC-0050	KENWOOD STREET
Portland West	441-1500429-001	032	4735	288	5		\$9.31	1	SL-SE-0050	KENWOOD STREET
Portland West	441-1500429-001	032	4735	289	1.1		\$9.31	1	SL-SE-0050	KING STREET
Portland West	441-1500429-001	045	4735	636	1.1		\$11.66	1	SL-SP-0100	KINGSMARK LANE
Portland West	441-1500429-001	045	4735	636	1.2		\$11.66	1	SL-SP-0100	KINGSMARK LANE
Portland West	441-1500429-001	045	4735	636	2.1		\$11.66	1	SL-SP-0100	KINGSMARK LANE
Portland West	441-1500429-001	045	4735	636	2.2		\$11.66	1	SL-SP-0100	KINGSMARK LANE
Portland West	441-1500429-001	045	4735	636	3.1		\$11.66	1	SL-SP-0100	KINGSMARK LANE
Portland West	441-1500429-001	045	4735	636	3.2		\$11.66	1	SL-SP-0100	KINGSMARK LANE
Portland West	441-1500429-001	045	4735	636	3.3		\$11.66	1	SL-SP-0100	KINGSMARK LANE
Portland West	441-1500448-001	045	4735	629	1.1		\$11.66	1	SL-SP-0100	LABEL AVE
Portland West	441-1500448-001	045	4735	629	2.1		\$11.66	1	SL-SP-0100	LABEL AVE
Portland West	441-1500448-001	045	4735	629	3.1		\$11.66	1	SL-SP-0100	LABEL AVE
Portland West	441-1500448-001	032	4735	295	2		\$9.31	1	SL-SE-0050	LANE AVENUE
Portland West	441-1500448-001	032	4735	295	4		\$9.31	1	SL-SE-0050	LANE AVENUE
Portland West	441-1500448-001	032	4735	295	6		\$9.31	1	SL-SE-0050	LANE AVENUE
Portland West	441-1500448-001	034	4735	295	7		\$10.20	1	SL-SE-0070	LANE AVENUE
Portland West	441-1500448-001	049	4735	295	8		\$10.94	1	SL-SC-0050	LANE AVENUE
Portland West	441-1500448-001	032	4735	295	10		\$9.31	1	SL-SE-0050	LANE AVENUE
Portland West	441-1500448-001	034	4735	295	12		\$10.20	1	SL-SE-0070	LANE AVENUE
Portland West	441-1500448-001	050	4735	295	14		\$10.92	1	SL-SC-0070	LANE AVENUE
Portland West	441-1500448-001	034	4735	295	16		\$10.20	1	SL-SE-0070	LANE AVENUE
Portland West	441-1500448-001	032	4735	295	18		\$9.31	1	SL-SE-0050	LANE AVENUE
Portland West	441-1500448-001	034	4735	295	18.1		\$10.20	1	SL-SE-0070	LANE AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	034	4735	295	20		\$10.20	1	SL-SE-0070	LANE AVENUE
Portland West	441-1500448-001	034	4735	295	22		\$10.20	1	SL-SE-0070	LANE AVENUE
Portland West	441-1500429-001	032	4735	296	1		\$9.31	1	SL-SE-0050	LASSALL STREET
Portland West	441-1500429-001	032	4735	296	3		\$9.31	1	SL-SE-0050	LASSALL STREET
Portland West	441-1500429-001	032	4735	296	5		\$9.31	1	SL-SE-0050	LASSALL STREET
Portland West	441-1500448-001	032	4735	297	1		\$9.31	1	SL-SE-0050	LAWN AVENUE
Portland West	441-1500448-001	032	4735	297	3		\$9.31	1	SL-SE-0050	LAWN AVENUE
Portland West	441-1500448-001	032	4735	297	5		\$9.31	1	SL-SE-0050	LAWN AVENUE
Portland West	441-1500448-001	032	4735	297	6		\$9.31	1	SL-SE-0050	LAWN AVENUE
Portland West	441-1500448-001	049	4735	297	8		\$10.94	1	SL-SC-0050	LAWN AVENUE
Portland West	441-1500448-001	032	4735	297	10		\$9.31	1	SL-SE-0050	LAWN AVENUE
Portland West	441-1500448-001	049	4735	299	1		\$10.94	1	SL-SC-0050	LEEMAN STREET
Portland West	441-1500448-001	049	4735	299	2		\$10.94	1	SL-SC-0050	LEEMAN STREET
Portland West	441-1500448-001	032	4735	301	1		\$9.31	1	SL-SE-0050	LELAND STREET
Portland West	441-1500448-001	032	4735	301	2		\$9.31	1	SL-SE-0050	LELAND STREET
Portland West	441-1500448-001	049	4735	301	3		\$10.94	1	SL-SC-0050	LELAND STREET
Portland West	441-1500448-001	032	4735	301	4		\$9.31	1	SL-SE-0050	LELAND STREET
Portland West	441-1493430-001	042	4735	301	5.6		\$17.99	1	SL-SF-0250	LELAND STREET
Portland West	441-1500448-001	049	4735	301	7		\$10.94	1	SL-SC-0050	LELAND STREET
Portland West	441-1500448-001	032	4735	301	9		\$9.31	1	SL-SE-0050	LELAND STREET
Portland West	441-1493430-001	042	4735	301	9.1		\$17.99	1	SL-SF-0250	LELAND STREET
Portland West	441-1500448-001	032	4735	301	11		\$9.31	1	SL-SE-0050	LELAND STREET
Portland West	441-1500448-001	032	4735	301	12		\$9.31	1	SL-SE-0050	LELAND STREET
Portland West	441-1500448-001	032	4735	301	14		\$9.31	1	SL-SE-0050	LELAND STREET
Portland West	441-1493430-001	038	4735	301	15.2		\$12.96	1	SL-SE-0150	LELAND STREET
Portland West	441-1493430-001	038	4735	301	15.3		\$12.96	1	SL-SE-0150	LELAND STREET
Portland West	441-1493430-001	038	4735	301	15.4		\$12.96	1	SL-SE-0150	LELAND STREET
Portland West	441-1493430-001	051	4735	301	15.5		\$13.99	1	SL-SC-0150	LELAND STREET
Portland West	441-1493430-001	038	4735	301	15.6		\$12.96	1	SL-SE-0150	LELAND STREET
Portland West	441-1500448-001	032	4735	302	1		\$9.31	1	SL-SE-0050	LEONARD STREET
Portland West	441-1500448-001	032	4735	302	3		\$9.31	1	SL-SE-0050	LEONARD STREET
Portland West	441-1500448-001	032	4735	302	5		\$9.31	1	SL-SE-0050	LEONARD STREET
Portland West	441-1500429-001	032	4735	304	1		\$9.31	1	SL-SE-0050	LEWIS STREET
Portland West	441-1500429-001	032	4735	304	3		\$9.31	1	SL-SE-0050	LEWIS STREET
Portland West	441-1500448-001	032	4735	307	2		\$9.31	1	SL-SE-0050	LINCOLN STREET
Portland West	441-1500448-001	032	4735	307	4		\$9.31	1	SL-SE-0050	LINCOLN STREET
Portland West	441-1500448-001	032	4735	307	5		\$9.31	1	SL-SE-0050	LINCOLN STREET
Portland West	441-1500448-001	032	4735	307	7		\$9.31	1	SL-SE-0050	LINCOLN STREET
Portland West	441-1500448-001	032	4735	307	9		\$9.31	1	SL-SE-0050	LINCOLN STREET
Portland West	441-1500448-001	032	4735	307	11		\$9.31	1	SL-SE-0050	LINCOLN STREET
Portland West	441-1500448-001	049	4735	307	6H		\$10.94	1	SL-SC-0050	LINCOLN STREET
Portland West	441-1500448-001	032	4735	308	2		\$9.31	1	SL-SE-0050	LINDEN STREET
Portland West	441-1500448-001	032	4735	310	2		\$9.31	1	SL-SE-0050	LOMOND STREET
Portland West	441-1500448-001	032	4735	310	3		\$9.31	1	SL-SE-0050	LOMOND STREET
Portland West	441-1500448-001	032	4735	312	2		\$9.31	1	SL-SE-0050	LONGFELLOW STREET
Portland West	441-1500448-001	034	4735	312	3		\$10.20	1	SL-SE-0070	LONGFELLOW STREET
Portland West	441-1500448-001	032	4735	312	4		\$9.31	1	SL-SE-0050	LONGFELLOW STREET
Portland West	441-1500448-001	032	4735	312	6		\$9.31	1	SL-SE-0050	LONGFELLOW STREET
Portland West	441-1500448-001	034	4735	312	7		\$10.20	1	SL-SE-0070	LONGFELLOW STREET
Portland West	441-1500448-001	032	4735	312	10		\$9.31	1	SL-SE-0050	LONGFELLOW STREET
Portland West	441-1500448-001	032	4735	312	13		\$9.31	1	SL-SE-0050	LONGFELLOW STREET
Portland West	441-1500448-001	049	4735	312	14		\$10.94	1	SL-SC-0050	LONGFELLOW STREET
Portland West	441-1500448-001	032	4735	315	2		\$9.31	1	SL-SE-0050	LONGWOOD DRIVE
Portland West	441-1500448-001	032	4735	315	4		\$9.31	1	SL-SE-0050	LONGWOOD DRIVE
Portland West	441-1500448-001	032	4735	315	6		\$9.31	1	SL-SE-0050	LONGWOOD DRIVE
Portland West	441-1500448-001	032	4735	315	8		\$9.31	1	SL-SE-0050	LONGWOOD DRIVE
Portland West	441-1500448-001	032	4735	600	1		\$9.31	1	SL-SE-0050	LONGWOOD TERRACE
Portland West	441-1500429-001	032	4735	313	2		\$9.31	1	SL-SE-0050	LORENZO STREET
Portland West	441-1500429-001	036	4735	314	1		\$11.28	1	SL-SE-0100	LOWELL STREET
Portland West	441-1500429-001	036	4735	314	3		\$11.28	1	SL-SE-0100	LOWELL STREET
Portland West	441-1500429-001	036	4735	314	5		\$11.28	1	SL-SE-0100	LOWELL STREET
Portland West	441-1500429-001	032	4735	316	2		\$9.31	1	SL-SE-0050	LUCAS STREET
Portland West	441-1500429-001	032	4735	316	4		\$9.31	1	SL-SE-0050	LUCAS STREET
Portland West	441-1500429-001	049	4735	316	6		\$10.94	1	SL-SC-0050	LUCAS STREET
Portland West	441-1493430-001	042	4735	317	2		\$17.99	1	SL-SF-0250	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	18		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	042	4735	317	19		\$17.99	1	SL-SF-0250	LUDLOW STREET
Portland West	441-1500448-001	042	4735	317	19		\$17.99	1	SL-SF-0250	LUDLOW STREET
Portland West	441-1500448-001	049	4735	317	19		\$10.94	1	SL-SC-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	21		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	22		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	23		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	26		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	28		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	29		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	30		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	32		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	33		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	35		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	37		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	39		\$9.31	1	SL-SE-0050	LUDLOW STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	032	4735	317	40		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	42		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	032	4735	317	44		\$9.31	1	SL-SE-0050	LUDLOW STREET
Portland West	441-1500448-001	036	4735	317	501		\$11.28	1	SL-SE-0100	LUDLOW STREET
Portland West	441-1500448-001	036	4735	317	502		\$11.28	1	SL-SE-0100	LUDLOW STREET
Portland West	441-1500448-001	036	4735	317	503		\$11.28	1	SL-SE-0100	LUDLOW STREET
Portland West	441-1500448-001	036	4735	317	504		\$11.28	1	SL-SE-0100	LUDLOW STREET
Portland West	441-1500448-001	036	4735	317	505		\$11.28	1	SL-SE-0100	LUDLOW STREET
Portland West	441-1500448-001	036	4735	317	506		\$11.28	1	SL-SE-0100	LUDLOW STREET
Portland West	441-1500448-001	036	4735	317	507		\$11.28	1	SL-SE-0100	LUDLOW STREET
Portland West	441-1500448-001	036	4735	317	508		\$11.28	1	SL-SE-0100	LUDLOW STREET
Portland West	441-1500448-001	036	4735	317	509		\$11.28	1	SL-SE-0100	LUDLOW STREET
Portland West	441-1500448-001	032	4735	319	1		\$9.31	1	SL-SE-0050	LUDLOW TERRACE
Portland West	441-1500448-001	032	4735	319	2		\$9.31	1	SL-SE-0050	LUDLOW TERRACE
Portland West	441-1500448-001	032	4735	319	3		\$9.31	1	SL-SE-0050	LUDLOW TERRACE
Portland West	441-1500448-001	032	4735	323	2		\$9.31	1	SL-SE-0050	MABEL STREET
Portland West	441-1500448-001	032	4735	323	3		\$9.31	1	SL-SE-0050	MABEL STREET
Portland West	441-1500448-001	032	4735	323	5		\$9.31	1	SL-SE-0050	MABEL STREET
Portland West	441-1500448-001	032	4735	323	7		\$9.31	1	SL-SE-0050	MABEL STREET
Portland West	441-1500448-001	032	4735	323	9		\$9.31	1	SL-SE-0050	MABEL STREET
Portland West	441-1500429-001	032	4735	324	2		\$9.31	1	SL-SE-0050	MACHIGONNE STREET
Portland West	441-1500429-001	049	4735	324	3		\$10.94	1	SL-SC-0050	MACHIGONNE STREET
Portland West	441-1500429-001	049	4735	324	6		\$10.94	1	SL-SC-0050	MACHIGONNE STREET
Portland West	441-1500429-001	032	4735	324	7		\$9.31	1	SL-SE-0050	MACHIGONNE STREET
Portland West	441-1500429-001	032	4735	324	9		\$9.31	1	SL-SE-0050	MACHIGONNE STREET
Portland West	441-1500429-001	049	4735	344	1		\$10.94	1	SL-SC-0050	MACMILLAN ROAD
Portland West	441-1500429-001	049	4735	325	1		\$10.94	1	SL-SC-0050	MACY STREET
Portland West	441-1500429-001	032	4735	325	3		\$9.31	1	SL-SE-0050	MACY STREET
Portland West	441-1500448-001	032	4735	326	5		\$9.31	1	SL-SE-0050	MADELINE STREET
Portland West	441-1500448-001	032	4735	326	7		\$9.31	1	SL-SE-0050	MADELINE STREET
Portland West	441-1500448-001	049	4735	326	9		\$10.94	1	SL-SC-0050	MADELINE STREET
Portland West	441-1500448-001	032	4735	326	11		\$9.31	1	SL-SE-0050	MADELINE STREET
Portland West	441-1500448-001	034	4735	330	2		\$10.20	1	SL-SE-0070	MARLOW STREET
Portland West	441-1500429-001	032	4735	331	1		\$9.31	1	SL-SE-0050	MARSHALL STREET
Portland West	441-1500429-001	032	4735	331	2		\$9.31	1	SL-SE-0050	MARSHALL STREET
Portland West	441-1500429-001	032	4735	331	3		\$9.31	1	SL-SE-0050	MARSHALL STREET
Portland West	441-1500429-001	050	4735	332	1		\$10.92	1	SL-SC-0070	MARSTON STREET
Portland West	441-1500429-001	032	4735	334	1		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	032	4735	334	2		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	049	4735	334	4		\$10.94	1	SL-SC-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	032	4735	334	6		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	032	4735	334	7		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	032	4735	334	8		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	032	4735	334	9		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	032	4735	334	10		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	032	4735	334	12		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	049	4735	334	13		\$10.94	1	SL-SC-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	049	4735	334	14		\$10.94	1	SL-SC-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	032	4735	334	15		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	049	4735	334	17		\$10.94	1	SL-SC-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	032	4735	334	19		\$9.31	1	SL-SE-0050	MASSACHUSETTS AVENUE
Portland West	441-1500429-001	049	4735	334	20		\$10.94	1	SL-SC-0050	MASSACHUSETTS AVENUE
Portland West	441-1500448-001	032	4735	335	1		\$9.31	1	SL-SE-0050	MATTHEWS STREET
Portland West	441-1500429-001	036	4735	336	1		\$11.28	1	SL-SE-0100	MAY STREET
Portland West	441-1500429-001	036	4735	336	2		\$11.28	1	SL-SE-0100	MAY STREET
Portland West	441-1500429-001	036	4735	336	3		\$11.28	1	SL-SE-0100	MAY STREET
Portland West	441-1500429-001	048	4735	336	4		\$11.66	1	SL-SC-0100	MAY STREET
Portland West	441-1500429-001	032	4735	322	2		\$9.31	1	SL-SE-0050	MAYER STREET
Portland West	441-1500429-001	032	4735	322	3		\$9.31	1	SL-SE-0050	MAYER STREET
Portland West	441-1500429-001	049	4735	322	5		\$10.94	1	SL-SC-0050	MAYER STREET
Portland West	441-1500429-001	032	4735	322	7		\$9.31	1	SL-SE-0050	MAYER STREET
Portland West	441-1500429-001	032	4735	322	9		\$9.31	1	SL-SE-0050	MAYER STREET
Portland West	441-1500448-001	032	4735	337	2		\$9.31	1	SL-SE-0050	MAYFIELD STREET
Portland West	441-1500429-001	036	4735	348	1		\$11.28	1	SL-SE-0100	MEADOW BROOK ROAD
Portland West	441-1500429-001	036	4735	348	2		\$11.28	1	SL-SE-0100	MEADOW BROOK ROAD
Portland West	441-1500429-001	040	4735	339	1		\$17.56	1	SL-SE-0250	MELLEN STREET
Portland West	441-1500429-001	036	4735	339	2		\$11.28	1	SL-SE-0100	MELLEN STREET
Portland West	441-1500429-001	036	4735	339	3		\$11.28	1	SL-SE-0100	MELLEN STREET
Portland West	441-1500429-001	036	4735	339	6		\$11.28	1	SL-SE-0100	MELLEN STREET
Portland West	441-1500429-001	036	4735	339	7		\$11.28	1	SL-SE-0100	MELLEN STREET
Portland West	441-1500429-001	036	4735	339	8		\$11.28	1	SL-SE-0100	MELLEN STREET
Portland West	441-1500429-001	036	4735	339	9		\$11.28	1	SL-SE-0100	MELLEN STREET
Portland West	441-1500429-001	048	4735	339	10		\$11.66	1	SL-SC-0100	MELLEN STREET
Portland West	441-1500448-001	032	4735	341	1		\$9.31	1	SL-SE-0050	MERRIAM STREET
Portland West	441-1500429-001	036	4735	343	2		\$11.28	1	SL-SE-0100	MITTON STREET
Portland West	441-1500429-001	036	4735	343	4		\$11.28	1	SL-SE-0100	MITTON STREET
Portland West	441-1500429-001	036	4735	343	6		\$11.28	1	SL-SE-0100	MITTON STREET
Portland West	441-1500448-001	032	4735	345	2		\$9.31	1	SL-SE-0050	MONTRORSE AVENUE
Portland West	441-1500448-001	032	4735	345	4		\$9.31	1	SL-SE-0050	MONTRORSE AVENUE
Portland West	441-1500448-001	049	4735	345	6		\$10.94	1	SL-SC-0050	MONTRORSE AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	032	4735	345	8		\$9.31	1	SL-SE-0050	MONTROSE AVENUE
Portland West	441-1500448-001	032	4735	345	12		\$9.31	1	SL-SE-0050	MONTROSE AVENUE
Portland West	441-1500448-001	038	4735	345	14		\$12.96	1	SL-SE-0150	MONTROSE AVENUE
Portland West	441-1500448-001	032	4735	346	2		\$9.31	1	SL-SE-0050	MORGAN COURT
Portland West	441-1500429-001	032	4735	347	1		\$9.31	1	SL-SE-0050	MOTLEY STREET
Portland West	441-1500429-001	032	4735	347	2		\$9.31	1	SL-SE-0050	MOTLEY STREET
Portland West	441-1500429-001	032	4735	347	4		\$9.31	1	SL-SE-0050	MOTLEY STREET
Portland West	441-1500429-001	034	4735	353	1		\$10.20	1	SL-SE-0070	NEAL STREET
Portland West	441-1500429-001	034	4735	353	2.1		\$10.20	1	SL-SE-0070	NEAL STREET
Portland West	441-1500429-001	049	4735	353	3		\$10.94	1	SL-SC-0050	NEAL STREET
Portland West	441-1500429-001	032	4735	353	5		\$9.31	1	SL-SE-0050	NEAL STREET
Portland West	441-1500429-001	032	4735	353	7		\$9.31	1	SL-SE-0050	NEAL STREET
Portland West	441-1500429-001	032	4735	353	8		\$8.31	1	SL-SE-0050	NEAL STREET
Portland West	441-1500429-001	034	4735	353	9		\$10.20	1	SL-SE-0070	NEAL STREET
Portland West	441-1500429-001	032	4735	353	10		\$9.31	1	SL-SE-0050	NEAL STREET
Portland West	441-1500429-001	032	4735	353	11		\$9.31	1	SL-SE-0050	NEAL STREET
Portland West	441-1500429-001	032	4735	353	13		\$9.31	1	SL-SE-0050	NEAL STREET
Portland West	441-1500429-001	032	4735	353	14		\$9.31	1	SL-SE-0050	NEAL STREET
Portland West	441-1500429-001	032	4735	353	15		\$9.31	1	SL-SE-0050	NEAL STREET
Portland West	441-1500429-001	049	4735	353	17		\$10.94	1	SL-SC-0050	NEAL STREET
Portland West	441-1500429-001	049	4735	353	18		\$10.94	1	SL-SC-0050	NEAL STREET
Portland West	441-1500429-001	032	4735	353	4H		\$9.31	1	SL-SE-0050	NEAL STREET
Portland West	441-1500429-001	049	4735	353	8H		\$10.94	1	SL-SC-0050	NEAL STREET
Portland West	441-1500448-001	032	4735	354	1		\$9.31	1	SL-SE-0050	NEVENS STREET
Portland West	441-1500448-001	032	4735	354	2		\$9.31	1	SL-SE-0050	NEVENS STREET
Portland West	441-1500448-001	032	4735	354	4		\$9.31	1	SL-SE-0050	NEVENS STREET
Portland West	441-1500448-001	032	4735	354	5		\$9.31	1	SL-SE-0050	NEVENS STREET
Portland West	441-1500448-001	049	4735	355	1		\$10.94	1	SL-SC-0050	NEW STREET
Portland West	441-1500448-001	032	4735	355	2		\$9.31	1	SL-SE-0050	NEW STREET
Portland West	441-1500448-001	032	4735	357	2		\$9.31	1	SL-SE-0050	NEWMAN STREET
Portland West	441-1500448-001	032	4735	357	4		\$9.31	1	SL-SE-0050	NEWMAN STREET
Portland West	441-1500448-001	049	4735	358	1		\$10.94	1	SL-SC-0050	NORWOOD STREET
Portland West	441-1500448-001	049	4735	358	1		\$10.94	1	SL-SC-0050	NORWOOD STREET
Portland West	441-1500448-001	032	4735	358	2		\$9.31	1	SL-SE-0050	NORWOOD STREET
Portland West	441-1500448-001	032	4735	358	3		\$9.31	1	SL-SE-0050	NORWOOD STREET
Portland West	441-1500448-001	032	4735	358	4		\$9.31	1	SL-SE-0050	NORWOOD STREET
Portland West	441-1500448-001	032	4735	358	5		\$9.31	1	SL-SE-0050	NORWOOD STREET
Portland West	441-1500448-001	032	4735	359	1		\$9.31	1	SL-SE-0050	NOYES STREET
Portland West	441-1500448-001	032	4735	359	2		\$9.31	1	SL-SE-0050	NOYES STREET
Portland West	441-1500448-001	032	4735	359	3		\$9.31	1	SL-SE-0050	NOYES STREET
Portland West	441-1500448-001	032	4735	359	4		\$9.31	1	SL-SE-0050	NOYES STREET
Portland West	441-1500448-001	049	4735	359	5		\$10.94	1	SL-SC-0050	NOYES STREET
Portland West	441-1500448-001	032	4735	359	6		\$9.31	1	SL-SE-0050	NOYES STREET
Portland West	441-1500448-001	038	4735	359	8		\$12.96	1	SL-SE-0150	NOYES STREET
Portland West	441-1500448-001	032	4735	359	9		\$9.31	1	SL-SE-0050	NOYES STREET
Portland West	441-1500448-001	032	4735	359	12		\$9.31	1	SL-SE-0050	NOYES STREET
Portland West	441-1500448-001	032	4735	359	12.1		\$9.31	1	SL-SE-0050	NOYES STREET
Portland West	441-1500448-001	032	4735	359	14		\$9.31	1	SL-SE-0050	NOYES STREET
Portland West	441-1500448-001	048	4735	359	16		\$11.66	1	SL-SC-0100	NOYES STREET
Portland West	441-1500429-001	032	4735	046	1		\$9.31	1	SL-SE-0050	NYE STREET
Portland West	441-1500448-001	032	4735	365	2		\$9.31	1	SL-SE-0050	OAKDALE STREET
Portland West	441-1500448-001	032	4735	365	3		\$9.31	1	SL-SE-0050	OAKDALE STREET
Portland West	441-1500448-001	032	4735	365	4		\$9.31	1	SL-SE-0050	OAKDALE STREET
Portland West	441-1500448-001	032	4735	365	7		\$9.31	1	SL-SE-0050	OAKDALE STREET
Portland West	441-1500448-001	032	4735	365	1H		\$9.31	1	SL-SE-0050	OAKDALE STREET
Portland West	441-1500429-001	045	4735	635	1.1		\$11.66	1	SL-SP-0100	OLD MAST RD
Portland West	441-1500429-001	045	4735	635	2.01		\$11.66	1	SL-SP-0100	OLD MAST RD
Portland West	441-1500429-001	045	4735	635	2.1		\$11.66	1	SL-SP-0100	OLD MAST RD
Portland West	441-1500429-001	045	4735	635	4.1		\$11.66	1	SL-SP-0100	OLD MAST RD
Portland West	441-1500429-001	045	4735	635	5.1		\$11.66	1	SL-SP-0100	OLD MAST RD
Portland West	441-1500429-001	032	4735	367	1		\$9.31	1	SL-SE-0050	ORANGE STREET
Portland West	441-1500429-001	049	4735	367	2		\$10.94	1	SL-SC-0050	ORANGE STREET
Portland West	441-1500429-001	032	4735	368	1		\$9.31	1	SL-SE-0050	ORCHARD STREET
Portland West	441-1500429-001	032	4735	368	2		\$9.31	1	SL-SE-0050	ORCHARD STREET
Portland West	441-1500429-001	032	4735	368	3		\$9.31	1	SL-SE-0050	ORCHARD STREET
Portland West	441-1500429-001	032	4735	368	4		\$9.31	1	SL-SE-0050	ORCHARD STREET
Portland West	441-1493430-001	034	4735	368	8		\$10.20	1	SL-SE-0070	ORCHARD STREET
Portland West	441-1500448-001	032	4735	369	1		\$9.31	1	SL-SE-0050	ORKNEY STREET
Portland West	441-1500448-001	032	4735	369	2		\$9.31	1	SL-SE-0050	ORKNEY STREET
Portland West	441-1500448-001	032	4735	369	4		\$9.31	1	SL-SE-0050	ORKNEY STREET
Portland West	441-1500448-001	032	4735	370	1		\$9.31	1	SL-SE-0050	ORLAND STREET
Portland West	441-1500448-001	032	4735	370	2		\$9.31	1	SL-SE-0050	ORLAND STREET
Portland West	441-1500448-001	032	4735	370	3		\$9.31	1	SL-SE-0050	ORLAND STREET
Portland West	441-1500448-001	032	4735	370	5		\$9.31	1	SL-SE-0050	ORLAND STREET
Portland West	441-1500448-001	032	4735	015	1		\$9.31	1	SL-SE-0050	ORONO ROAD
Portland West	441-1500429-001	032	4735	371	3		\$9.31	1	SL-SE-0050	OSGOOD STREET
Portland West	441-1500429-001	036	4735	377	1		\$11.28	1	SL-SE-0100	PARK AVENUE
Portland West	441-1500429-001	048	4735	377	02		\$11.66	1	SL-SC-0100	PARK AVENUE
Portland West	441-1500429-001	036	4735	377	03		\$11.28	1	SL-SE-0100	PARK AVENUE
Portland West	441-1500429-001	042	4735	377	04.1		\$17.99	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	036	4735	377	05		\$11.28	1	SL-SE-0100	PARK AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	036	4735	377	08		\$11.28	1	SL-SF-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.1		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.21		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.22		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.23		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.24		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.25		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.26		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.27		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.28		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.3		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.4		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.5		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.6		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.7		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	045	4735	377	12.8		\$11.66	1	SL-SP-0100	PARK AVENUE
Portland West	441-1500429-001	041	4735	377	013		\$22.39	1	SL-SF-0400	PARK AVENUE
Portland West	441-1500429-001	032	4735	377	13.01		\$9.31	1	SL-SF-0050	PARK AVENUE
Portland West	441-1500429-001	032	4735	377	13.1		\$9.31	1	SL-SF-0050	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	13.11		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	032	4735	377	13.2		\$9.31	1	SL-SF-0050	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	13.21		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	036	4735	377	21		\$11.28	1	SL-SF-0100	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	22		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	048	4735	377	22.1		\$11.66	1	SL-SC-0100	PARK AVENUE
Portland West	441-1500429-001	036	4735	377	24		\$11.28	1	SL-SF-0100	PARK AVENUE
Portland West	441-1500429-001	048	4735	377	025		\$11.66	1	SL-SC-0100	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	27		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	053	4735	377	27		\$24.13	1	SL-SC-0400	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	027		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	28		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	042	4735	377	28		\$17.99	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	29		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	042	4735	377	29		\$17.99	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	042	4735	377	30		\$17.99	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	042	4735	377	30		\$17.99	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	052	4735	377	30		\$18.90	1	SL-SC-0250	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	030		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	31		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	042	4735	377	31		\$17.99	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	042	4735	377	31		\$17.99	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	031		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	45		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	46		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	048	4735	377	48		\$11.66	1	SL-SC-0100	PARK AVENUE
Portland West	441-1500429-001	036	4735	377	49		\$11.28	1	SL-SF-0100	PARK AVENUE
Portland West	441-1500429-001	036	4735	377	51		\$11.28	1	SL-SF-0100	PARK AVENUE
Portland West	441-1500429-001	036	4735	377	053		\$11.28	1	SL-SF-0100	PARK AVENUE
Portland West	441-1500429-001	036	4735	377	055		\$11.28	1	SL-SF-0100	PARK AVENUE
Portland West	441-1500429-001	048	4735	377	056		\$11.66	1	SL-SC-0100	PARK AVENUE
Portland West	441-1500429-001	036	4735	377	056.2		\$11.28	1	SL-SF-0100	PARK AVENUE
Portland West	441-1500429-001	048	4735	377	58		\$11.66	1	SL-SC-0100	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	501		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	502		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	503		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	504		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	505		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	506		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	701		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	702		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	703		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	704		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	705		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	706		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	729	4735	377	707		\$36.28	1	SL-SS-0250-ESPLND	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	28.H		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	040	4735	377	55.H		\$17.56	1	SL-SF-0250	PARK AVENUE
Portland West	441-1500429-001	032	4735	380	2		\$9.31	1	SL-SF-0050	PARK STREET
Portland West	441-1500429-001	032	4735	380	4		\$9.31	1	SL-SF-0050	PARK STREET
Portland West	441-1500429-001	032	4735	380	8		\$9.31	1	SL-SF-0050	PARK STREET
Portland West	441-1500429-001	032	4735	380	10		\$9.31	1	SL-SF-0050	PARK STREET
Portland West	441-1500429-001	045	4735	380	38.01		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	38.02		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	38.03		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	38.04		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	38.05		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	372.01		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	372.1		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	372.1		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	501		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	502		\$11.66	1	SL-SP-0100	PARK STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	045	4735	380	503		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	504		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	505		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	506		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	045	4735	380	701		\$11.66	1	SL-SP-0100	PARK STREET
Portland West	441-1500429-001	032	4735	380	5H		\$9.31	1	SL-SE-0050	PARK STREET
Portland West	441-1500429-001	032	4735	380	6H		\$9.31	1	SL-SE-0050	PARK STREET
Portland West	441-1500429-001	032	4735	373	1		\$9.31	1	SL-SE-0050	PARTRIDGE CIRCLE
Portland West	441-1500429-001	049	4735	373	2		\$10.94	1	SL-SC-0050	PARTRIDGE CIRCLE
Portland West	441-1500429-001	049	4735	376	1		\$10.94	1	SL-SC-0050	PARTRIDGE ROAD
Portland West	441-1500429-001	032	4735	376	2		\$9.31	1	SL-SE-0050	PARTRIDGE ROAD
Portland West	441-1500429-001	032	4735	376	3		\$9.31	1	SL-SE-0050	PARTRIDGE ROAD
Portland West	441-1500429-001	032	4735	382	3		\$9.31	1	SL-SE-0050	PAYSON STREET
Portland West	441-1500448-001	049	4735	382	5		\$10.94	1	SL-SC-0050	PAYSON STREET
Portland West	441-1500448-001	049	4735	382	6		\$10.94	1	SL-SC-0050	PAYSON STREET
Portland West	441-1500429-001	032	4735	382	7		\$9.31	1	SL-SE-0050	PAYSON STREET
Portland West	441-1500429-001	049	4735	382	8		\$10.94	1	SL-SC-0050	PAYSON STREET
Portland West	441-1500429-001	032	4735	383	3		\$9.31	1	SL-SE-0050	PENRITH ROAD
Portland West	441-1500429-001	032	4735	383	5		\$9.31	1	SL-SE-0050	PENRITH ROAD
Portland West	441-1500448-001	032	4735	403	2		\$9.31	1	SL-SE-0050	PENWOOD DRIVE
Portland West	441-1500448-001	036	4735	403	3		\$11.28	1	SL-SE-0100	PENWOOD DRIVE
Portland West	441-1500448-001	032	4735	384	1		\$9.31	1	SL-SE-0050	PERCIVAL STREET
Portland West	441-1500448-001	032	4735	184	1		\$9.31	1	SL-SE-0050	PERSHING STREET
Portland West	441-1500448-001	038	4735	613	1		\$12.96	1	SL-SE-0150	PHIPPS ROAD
Portland West	441-1500448-001	045	4735	613	2.1		\$11.66	1	SL-SP-0100	PHIPPS ROAD
Portland West	441-1500448-001	045	4735	613	2.2		\$11.66	1	SL-SP-0100	PHIPPS ROAD
Portland West	441-1500448-001	045	4735	613	3.01		\$11.66	1	SL-SP-0100	PHIPPS ROAD
Portland West	441-1500448-001	045	4735	613	3.1		\$11.66	1	SL-SP-0100	PHIPPS ROAD
Portland West	441-1500448-001	045	4735	613	4.1		\$11.66	1	SL-SP-0100	PHIPPS ROAD
Portland West	441-1500448-001	045	4735	613	5.1		\$11.66	1	SL-SP-0100	PHIPPS ROAD
Portland West	441-1500448-001	045	4735	613	6.01		\$11.66	1	SL-SP-0100	PHIPPS ROAD
Portland West	441-1500448-001	045	4735	613	6.1		\$11.66	1	SL-SP-0100	PHIPPS ROAD
Portland West	441-1500429-001	032	4735	400	2		\$9.31	1	SL-SE-0050	PIERCE AVENUE
Portland West	441-1500429-001	032	4735	400	4		\$9.31	1	SL-SE-0050	PIERCE AVENUE
Portland West	441-1500429-001	034	4735	387	7		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	9		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	11		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	12		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	13		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	050	4735	387	15.1		\$10.92	1	SL-SC-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	17		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	18		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	19		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	20		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	22		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.01		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.02		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.03		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.04		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.05		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.1		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.2		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.3		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.4		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.5		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.6		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	045	4735	387	43.7		\$11.66	1	SL-SP-0100	PINE STREET
Portland West	441-1500429-001	034	4735	387	10H		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500429-001	034	4735	387	SH		\$10.20	1	SL-SE-0070	PINE STREET
Portland West	441-1500448-001	032	4735	374	2		\$9.31	1	SL-SE-0050	PINEBROOK LANE
Portland West	441-1500448-001	050	4735	402	1		\$10.92	1	SL-SC-0070	PINECREST ROAD
Portland West	441-1500448-001	032	4735	402	2		\$9.31	1	SL-SE-0050	PINECREST ROAD
Portland West	441-1500448-001	032	4735	402	5		\$9.31	1	SL-SE-0050	PINECREST ROAD
Portland West	441-1500448-001	032	4735	402	7		\$9.31	1	SL-SE-0050	PINECREST ROAD
Portland West	441-1500448-001	032	4735	402	8		\$9.31	1	SL-SE-0050	PINECREST ROAD
Portland West	441-1500448-001	032	4735	402	10		\$9.31	1	SL-SE-0050	PINECREST ROAD
Portland West	441-1500448-001	032	4735	402	12		\$9.31	1	SL-SE-0050	PINECREST ROAD
Portland West	441-1500448-001	049	4735	402	14		\$10.94	1	SL-SC-0050	PINECREST ROAD
Portland West	441-1500448-001	049	4735	402	14		\$10.94	1	SL-SC-0050	PINECREST ROAD
Portland West	441-1500448-001	049	4735	402	16		\$10.94	1	SL-SC-0050	PINECREST ROAD
Portland West	441-1500448-001	032	4735	402	6H		\$9.31	1	SL-SE-0050	PINECREST ROAD
Portland West	441-1500448-001	049	4735	388	1		\$10.94	1	SL-SC-0050	PITT STREET
Portland West	441-1500448-001	032	4735	388	3		\$9.31	1	SL-SE-0050	PITT STREET
Portland West	441-1500448-001	032	4735	388	5		\$9.31	1	SL-SE-0050	PITT STREET
Portland West	441-1500448-001	032	4735	388	7		\$9.31	1	SL-SE-0050	PITT STREET
Portland West	441-1500448-001	032	4735	388	8		\$9.31	1	SL-SE-0050	PITT STREET
Portland West	441-1500448-001	049	4735	388	9		\$10.94	1	SL-SC-0050	PITT STREET
Portland West	441-1500448-001	032	4735	388	10		\$9.31	1	SL-SE-0050	PITT STREET
Portland West	441-1500448-001	032	4735	388	11		\$9.31	1	SL-SE-0050	PITT STREET
Portland West	441-1500448-001	032	4735	389	2		\$9.31	1	SL-SE-0050	PLEASANT AVENUE
Portland West	441-1500448-001	032	4735	389	6		\$9.31	1	SL-SE-0050	PLEASANT AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	032	4735	389	7		\$9.31	1	SL-SE-0050	PLEASANT AVENUE
Portland West	441-1500448-001	032	4735	389	9		\$9.31	1	SL-SE-0050	PLEASANT AVENUE
Portland West	441-1500448-001	032	4735	389	13		\$9.31	1	SL-SE-0050	PLEASANT AVENUE
Portland West	441-1500448-001	032	4735	389	15		\$9.31	1	SL-SE-0050	PLEASANT AVENUE
Portland West	441-1500448-001	032	4735	389	19		\$9.31	1	SL-SE-0050	PLEASANT AVENUE
Portland West	441-1500448-001	032	4735	389	23		\$9.31	1	SL-SE-0050	PLEASANT AVENUE
Portland West	441-1500448-001	032	4735	389	25		\$9.31	1	SL-SE-0050	PLEASANT AVENUE
Portland West	441-1500429-001	049	4735	390	13		\$10.94	1	SL-SC-0050	PLEASANT STREET
Portland West	441-1500429-001	049	4735	390	14		\$10.94	1	SL-SC-0050	PLEASANT STREET
Portland West	441-1500448-001	032	4735	391	3		\$9.31	1	SL-SE-0050	POLAND STREET
Portland West	441-1003674-011	043	4735	392	1		\$22.64	1	SL-SF-0400	POPHAM STREET
Portland West	441-1500448-001	032	4735	392	1		\$9.31	1	SL-SE-0050	POPHAM STREET
Portland West	441-1500448-001	049	4735	392	1.1		\$10.94	1	SL-SC-0050	POPHAM STREET
Portland West	441-1500448-001	036	4735	392	1.2		\$11.28	1	SL-SE-0100	POPHAM STREET
Portland West	441-1003674-011	036	4735	392	2.1		\$11.28	1	SL-SE-0100	POPHAM STREET
Portland West	441-1003674-011	043	4735	392	2.1		\$22.64	1	SL-SF-0400	POPHAM STREET
Portland West	441-1003674-011	043	4735	392	2.2		\$22.64	1	SL-SF-0400	POPHAM STREET
Portland West	441-1500448-001	032	4735	392	3		\$9.31	1	SL-SE-0050	POPHAM STREET
Portland West	441-1003674-011	043	4735	392	3.1		\$22.64	1	SL-SF-0400	POPHAM STREET
Portland West	441-1003674-011	043	4735	392	4.01		\$22.64	1	SL-SF-0400	POPHAM STREET
Portland West	441-1003674-011	043	4735	392	4.01		\$22.64	1	SL-SF-0400	POPHAM STREET
Portland West	441-1500448-001	049	4735	392	4.01		\$10.94	1	SL-SC-0050	POPHAM STREET
Portland West	441-1003674-011	043	4735	392	4.1		\$22.64	1	SL-SF-0400	POPHAM STREET
Portland West	441-1500448-001	049	4735	392	4.1		\$10.94	1	SL-SC-0050	POPHAM STREET
Portland West	441-1500448-001	032	4735	392	5		\$9.31	1	SL-SE-0050	POPHAM STREET
Portland West	441-1500448-001	036	4735	392	6		\$11.28	1	SL-SE-0100	POPHAM STREET
Portland West	441-1500448-001	032	4735	392	7		\$9.31	1	SL-SE-0050	POPHAM STREET
Portland West	441-1003674-011	036	4735	392	7.2		\$11.28	1	SL-SE-0100	POPHAM STREET
Portland West	441-1003674-011	036	4735	392	7.4		\$11.28	1	SL-SE-0100	POPHAM STREET
Portland West	441-1500429-001	032	4735	395	1		\$9.31	1	SL-SE-0050	POWSLAND STREET
Portland West	441-1500429-001	032	4735	395	3		\$9.31	1	SL-SE-0050	POWSLAND STREET
Portland West	441-1500429-001	032	4735	395	5		\$9.31	1	SL-SE-0050	POWSLAND STREET
Portland West	441-1500429-001	049	4735	395	7		\$10.94	1	SL-SC-0050	POWSLAND STREET
Portland West	441-1500429-001	032	4735	395	9		\$9.31	1	SL-SE-0050	POWSLAND STREET
Portland West	441-1500429-001	032	4735	395	10		\$9.31	1	SL-SE-0050	POWSLAND STREET
Portland West	441-1500429-001	032	4735	375	3		\$9.31	1	SL-SF-0050	PRESNELL STREET
Portland West	441-1500448-001	032	4735	397	1		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	3		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	5		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	7		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	8		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	049	4735	397	10		\$10.94	1	SL-SC-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	12		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	13		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	14		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	16		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	049	4735	397	18		\$10.94	1	SL-SC-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	19		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	049	4735	397	21		\$10.94	1	SL-SC-0050	PROSPECT STREET
Portland West	441-1500448-001	032	4735	397	23		\$9.31	1	SL-SE-0050	PROSPECT STREET
Portland West	441-1500448-001	049	4735	398	1.1		\$10.94	1	SL-SC-0050	PURCHAS STREET
Portland West	441-1500448-001	036	4735	398	2		\$11.28	1	SL-SE-0100	PURCHAS STREET
Portland West	441-1500448-001	036	4735	398	4		\$11.28	1	SL-SE-0100	PURCHAS STREET
Portland West	441-1493430-001	041	4735	398	5.1		\$22.39	1	SL-SE-0400	PURCHAS STREET
Portland West	441-1493430-001	042	4735	398	5.2		\$17.99	1	SL-SF-0250	PURCHAS STREET
Portland West	441-1493430-001	043	4735	398	5.2		\$22.64	1	SL-SF-0400	PURCHAS STREET
Portland West	441-1500448-001	048	4735	398	6		\$11.66	1	SL-SC-0100	PURCHAS STREET
Portland West	441-1500448-001	036	4735	398	8		\$11.28	1	SL-SE-0100	PURCHAS STREET
Portland West	441-1493430-001	043	4735	398	9.11		\$22.64	1	SL-SF-0400	PURCHAS STREET
Portland West	441-1493430-001	043	4735	398	9.11		\$22.64	1	SL-SF-0400	PURCHAS STREET
Portland West	441-1500429-001	045	4735	646	1.01		\$11.66	1	SL-SP-0100	RABBIT RUN
Portland West	441-1500429-001	045	4735	646	1.1		\$11.66	1	SL-SP-0100	RABBIT RUN
Portland West	441-1500429-001	045	4735	646	2.1		\$11.66	1	SL-SP-0100	RABBIT RUN
Portland West	441-1500448-001	032	4735	407	1		\$9.31	1	SL-SE-0050	RACKLEFF AVENUE
Portland West	441-1500448-001	032	4735	407	3		\$9.31	1	SL-SE-0050	RACKLEFF AVENUE
Portland West	441-1500448-001	032	4735	407	5		\$9.31	1	SL-SE-0050	RACKLEFF AVENUE
Portland West	441-1500448-001	032	4735	407	6		\$9.31	1	SL-SE-0050	RACKLEFF AVENUE
Portland West	441-1500448-001	032	4735	407	7		\$9.31	1	SL-SE-0050	RACKLEFF AVENUE
Portland West	441-1500448-001	032	4735	407	9		\$9.31	1	SL-SE-0050	RACKLEFF AVENUE
Portland West	441-1500429-001	038	4735	608	1		\$12.96	1	SL-SE-0150	RAND ROAD
Portland West	441-1500429-001	732	4735	608	01		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	038	4735	608	2		\$12.96	1	SL-SE-0150	RAND ROAD
Portland West	441-1500429-001	732	4735	608	02		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	03		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	04		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	05		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	038	4735	608	5		\$12.96	1	SL-SE-0150	RAND ROAD
Portland West	441-1500429-001	051	4735	608	7		\$13.93	1	SL-SC-0150	RAND ROAD
Portland West	441-1500429-001	732	4735	608	07		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	08		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	09		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	732	4735	608	010		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	011		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	012		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	038	4735	608	13		\$12.96	1	SL-SE-0150	RAND ROAD
Portland West	441-1500429-001	732	4735	608	013		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	048	4735	608	14		\$11.66	1	SL-SC-0100	RAND ROAD
Portland West	441-1500429-001	732	4735	608	014		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	015		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	038	4735	608	16		\$12.96	1	SL-SE-0150	RAND ROAD
Portland West	441-1500429-001	732	4735	608	016		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	017		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	018		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	019		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	732	4735	608	020		\$27.54	1	SL-SS-0100-HLBRK	RAND ROAD
Portland West	441-1500429-001	038	4735	608	111		\$12.96	1	SL-SE-0150	RAND ROAD
Portland West	441-1500429-001	038	4735	608	111		\$12.96	1	SL-SE-0150	RAND ROAD
Portland West	441-1500448-001	032	4735	285	1		\$9.31	1	SL-SE-0050	RANGE STREET
Portland West	441-1500448-001	032	4735	412	2		\$9.31	1	SL-SE-0050	RAYMOND ROAD
Portland West	441-1500448-001	032	4735	412	3		\$9.31	1	SL-SE-0050	RAYMOND ROAD
Portland West	441-1500448-001	032	4735	412	5		\$9.31	1	SL-SE-0050	RAYMOND ROAD
Portland West	441-1500448-001	049	4735	412	6		\$10.94	1	SL-SC-0050	RAYMOND ROAD
Portland West	441-1500429-001	032	4735	413	1		\$9.31	1	SL-SE-0050	REDLON ROAD
Portland West	441-1500429-001	032	4735	413	2		\$9.31	1	SL-SE-0050	REDLON ROAD
Portland West	441-1500448-001	032	4735	414	4		\$9.31	1	SL-SE-0050	REVERE STREET
Portland West	441-1500448-001	032	4735	414	5		\$9.31	1	SL-SE-0050	REVERE STREET
Portland West	441-1500448-001	032	4735	414	7		\$9.31	1	SL-SE-0050	REVERE STREET
Portland West	441-1500448-001	032	4735	414	9		\$9.31	1	SL-SE-0050	REVERE STREET
Portland West	441-1500448-001	032	4735	414	10		\$9.31	1	SL-SE-0050	REVERE STREET
Portland West	441-1500448-001	049	4735	414	12		\$10.94	1	SL-SC-0050	REVERE STREET
Portland West	441-1500448-001	049	4735	414	14		\$10.94	1	SL-SC-0050	REVERE STREET
Portland West	441-1500448-001	032	4735	415	1		\$9.31	1	SL-SE-0050	RICHARDSON STREET
Portland West	441-1500448-001	032	4735	415	3		\$9.31	1	SL-SE-0050	RICHARDSON STREET
Portland West	441-1500448-001	032	4735	415	5		\$9.31	1	SL-SE-0050	RICHARDSON STREET
Portland West	441-1500448-001	032	4735	417	2		\$9.31	1	SL-SE-0050	RIGGS STREET
Portland West	441-1500448-001	032	4735	418	1		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	3		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	053	4735	418	7		\$24.13	1	SL-SC-0400	RIVERSIDE STREET
Portland West	441-1500448-001	038	4735	418	9		\$12.96	1	SL-SE-0150	RIVERSIDE STREET
Portland West	441-1500448-001	038	4735	418	10		\$12.96	1	SL-SE-0150	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	16		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	18		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	036	4735	418	20		\$11.28	1	SL-SE-0100	RIVERSIDE STREET
Portland West	441-1500448-001	048	4735	418	21		\$11.66	1	SL-SC-0100	RIVERSIDE STREET
Portland West	441-1500448-001	048	4735	418	22		\$11.66	1	SL-SC-0100	RIVERSIDE STREET
Portland West	441-1500448-001	038	4735	418	24		\$12.96	1	SL-SE-0150	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	25		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	27		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	036	4735	418	36.2		\$11.28	1	SL-SE-0100	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	39		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	049	4735	418	41		\$10.94	1	SL-SC-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	43		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	47		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	50		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	049	4735	418	53		\$10.94	1	SL-SC-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	57		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	59		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	63		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1500448-001	032	4735	418	65		\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland West	441-1003674-011	042	4735	605	1.2		\$17.99	1	SL-SF-0250	RIVERTON DR
Portland West	441-1003674-011	043	4735	605	1.2		\$22.64	1	SL-SF-0400	RIVERTON DR
Portland West	441-1003674-011	042	4735	605	3		\$17.99	1	SL-SF-0250	RIVERTON DR
Portland West	441-1003674-011	043	4735	605	3		\$22.64	1	SL-SF-0400	RIVERTON DR
Portland West	441-1003674-011	043	4735	605	4		\$22.64	1	SL-SF-0400	RIVERTON DR
Portland West	441-1003674-011	043	4735	605	4		\$22.64	1	SL-SF-0400	RIVERTON DR
Portland West	441-1003674-011	036	4735	605	4.1		\$11.28	1	SL-SE-0100	RIVERTON DR
Portland West	441-1003674-011	043	4735	605	4.1		\$22.64	1	SL-SF-0400	RIVERTON DR
Portland West	441-1003674-011	042	4735	605	4.11		\$17.99	1	SL-SF-0250	RIVERTON DR
Portland West	441-1003674-011	043	4735	605	5		\$22.64	1	SL-SF-0400	RIVERTON DR
Portland West	441-1003674-011	036	4735	605	5.2		\$11.28	1	SL-SE-0100	RIVERTON DR
Portland West	441-1003674-011	043	4735	605	6		\$22.64	1	SL-SF-0400	RIVERTON DR
Portland West	441-1003674-011	048	4735	605	8		\$11.66	1	SL-SC-0100	RIVERTON DR
Portland West	441-1003674-011	042	4735	605	8.2		\$17.99	1	SL-SF-0250	RIVERTON DR
Portland West	441-1493430-001	040	4735	723	1		\$17.56	1	SL-SE-0250	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1493430-001	040	4735	723	2		\$17.56	1	SL-SE-0250	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1493430-001	043	4735	723	3		\$22.64	1	SL-SF-0400	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1493430-001	042	4735	723	4		\$17.99	1	SL-SF-0250	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1493430-001	042	4735	723	5		\$17.99	1	SL-SF-0250	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1493430-001	042	4735	723	6		\$17.99	1	SL-SF-0250	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1493430-001	043	4735	723	7		\$22.64	1	SL-SF-0400	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1493430-001	042	4735	723	8		\$17.99	1	SL-SF-0250	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1493430-001	043	4735	723	9		\$22.64	1	SL-SF-0400	RIVERTON SCHOOL LIGHTING LINE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1493430-001	042	4735	723	10		\$17.99	1	SL-SF-0250	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1493430-001	043	4735	723	11		\$22.64	1	SL-SF-0400	RIVERTON SCHOOL LIGHTING LINE
Portland West	441-1500429-001	032	4735	419	2		\$9.31	1	SL-SE-0050	RIVERVIEW STREET
Portland West	441-1500429-001	032	4735	419	4		\$9.31	1	SL-SE-0050	RIVERVIEW STREET
Portland West	441-1500429-001	032	4735	419	5		\$9.31	1	SL-SE-0050	RIVERVIEW STREET
Portland West	441-1500429-001	032	4735	420	3		\$9.31	1	SL-SE-0050	ROBERTS STREET
Portland West	441-1500429-001	032	4735	420	5		\$9.31	1	SL-SE-0050	ROBERTS STREET
Portland West	441-1500429-001	032	4735	420	7		\$9.31	1	SL-SE-0050	ROBERTS STREET
Portland West	441-1500429-001	049	4735	423	1		\$10.94	1	SL-SC-0050	ROCKLAND AVENUE
Portland West	441-1500429-001	049	4735	423	5		\$10.94	1	SL-SC-0050	ROCKLAND AVENUE
Portland West	441-1500429-001	045	4735	642	1		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	2		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	3		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	4		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	5		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	6		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	7		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	8		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	9		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	10		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	10.1		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	10.2		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	11		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500429-001	045	4735	642	12		\$11.66	1	SL-SP-0100	ROSE GARDEN LINE
Portland West	441-1500448-001	032	4735	426	2		\$9.31	1	SL-SE-0050	ROSEMONT AVENUE
Portland West	441-1500448-001	049	4735	426	4		\$10.94	1	SL-SC-0050	ROSEMONT AVENUE
Portland West	441-1500448-001	032	4735	426	6		\$9.31	1	SL-SE-0050	ROSEMONT AVENUE
Portland West	441-1500448-001	032	4735	426	8		\$9.31	1	SL-SE-0050	ROSEMONT AVENUE
Portland West	441-1500448-001	032	4735	426	8		\$11.66	1	SL-SC-0100	ROUNDAABOUT LANE
Portland West	441-1500429-001	048	4735	427	1		\$11.66	1	SL-SC-0100	ROUNDAABOUT LANE
Portland West	441-1500429-001	048	4735	427	3		\$11.66	1	SL-SC-0100	ROUNDAABOUT LANE
Portland West	441-1500429-001	036	4735	427	5		\$11.28	1	SL-SE-0100	ROUNDAABOUT LANE
Portland West	441-1500429-001	032	4735	428	2		\$9.31	1	SL-SE-0050	ROWE AVENUE
Portland West	441-1500429-001	032	4735	428	4		\$9.31	1	SL-SE-0050	ROWE AVENUE
Portland West	441-1500429-001	032	4735	428	7		\$9.31	1	SL-SE-0050	ROWE AVENUE
Portland West	441-1500429-001	032	4735	428	9		\$9.31	1	SL-SE-0050	ROWE AVENUE
Portland West	441-1500429-001	032	4735	428	11		\$9.31	1	SL-SE-0050	ROWE AVENUE
Portland West	441-1500429-001	032	4735	428	13		\$9.31	1	SL-SE-0050	ROWE AVENUE
Portland West	441-1500429-001	032	4735	428	15		\$9.31	1	SL-SE-0050	ROWE AVENUE
Portland West	441-1500429-001	032	4735	428	16		\$9.31	1	SL-SE-0050	ROWE AVENUE
Portland West	441-1500429-001	050	4735	429	1		\$10.92	1	SL-SC-0070	RUDMAN ROAD
Portland West	441-1500429-001	034	4735	429	2		\$10.20	1	SL-SE-0070	RUDMAN ROAD
Portland West	441-1500448-001	032	4735	430	3		\$9.31	1	SL-SE-0050	RUNNELS STREET
Portland West	441-1500448-001	032	4735	430	5		\$9.31	1	SL-SE-0050	RUNNELS STREET
Portland West	441-1500429-001	032	4735	431	1		\$9.31	1	SL-SE-0050	RUSSELL STREET
Portland West	441-1500429-001	049	4735	431	2		\$10.94	1	SL-SC-0050	RUSSELL STREET
Portland West	441-1500429-001	032	4735	431	3		\$9.31	1	SL-SE-0050	RUSSELL STREET
Portland West	441-1500429-001	051	4735	440	1		\$13.93	1	SL-SC-0150	SAINT JOHN STREET
Portland West	441-1500429-001	051	4735	440	2		\$13.93	1	SL-SC-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	03.1		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	050	4735	440	11		\$10.92	1	SL-SC-0070	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	15		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	051	4735	440	18		\$13.93	1	SL-SC-0150	SAINT JOHN STREET
Portland West	441-1500429-001	048	4735	440	20		\$11.66	1	SL-SC-0100	SAINT JOHN STREET
Portland West	441-1500429-001	048	4735	440	22		\$11.66	1	SL-SC-0100	SAINT JOHN STREET
Portland West	441-1500429-001	051	4735	440	24		\$13.93	1	SL-SC-0150	SAINT JOHN STREET
Portland West	441-1500429-001	048	4735	440	27		\$11.66	1	SL-SC-0100	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	29		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	31		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	34		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	35		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	051	4735	440	36		\$13.93	1	SL-SC-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	41		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	46		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	48		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	52		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	54		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	56		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	58		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	60		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	62		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	64		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	66		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500429-001	038	4735	440	68		\$12.96	1	SL-SE-0150	SAINT JOHN STREET
Portland West	441-1500448-001	032	4735	062	1		\$9.31	1	SL-SE-0050	SAINT JOSEPH STREET
Portland West	441-1500448-001	032	4735	062	3		\$9.31	1	SL-SE-0050	SAINT JOSEPH STREET
Portland West	441-1500429-001	032	4735	441	1		\$9.31	1	SL-SE-0050	SALEM STREET
Portland West	441-1500429-001	032	4735	441	3		\$9.31	1	SL-SE-0050	SALEM STREET
Portland West	441-1500429-001	049	4735	441	4		\$10.94	1	SL-SC-0050	SALEM STREET
Portland West	441-1500429-001	032	4735	441	6		\$9.31	1	SL-SE-0050	SALEM STREET
Portland West	441-1500429-001	049	4735	441	7		\$10.94	1	SL-SC-0050	SALEM STREET
Portland West	441-1500429-001	048	4735	441	9		\$11.66	1	SL-SC-0100	SALEM STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	032	4735	441	11		\$9.31	1	SL-SE-0050	SALEM STREET
Portland West	441-1003674-011	042	4735	441	12		\$17.99	1	SL-SF-0250	SALEM STREET
Portland West	441-1003674-011	042	4735	441	12		\$17.99	1	SL-SF-0250	SALEM STREET
Portland West	441-1500429-001	032	4735	441	2H		\$9.31	1	SL-SE-0050	SALEM STREET
Portland West	441-1500429-001	032	4735	442	2		\$9.31	1	SL-SE-0050	SANDY TERRACE
Portland West	441-1500429-001	032	4735	442	5		\$9.31	1	SL-SE-0050	SANDY TERRACE
Portland West	441-1500448-001	032	4735	444	1		\$9.31	1	SL-SE-0050	SAUNDERS STREET
Portland West	441-1500448-001	049	4735	444	1		\$10.94	1	SL-SC-0050	SAUNDERS STREET
Portland West	441-1500448-001	032	4735	444	3		\$9.31	1	SL-SE-0050	SAUNDERS STREET
Portland West	441-1500448-001	032	4735	444	5		\$9.31	1	SL-SE-0050	SAUNDERS STREET
Portland West	441-1500429-001	032	4735	446	2		\$9.31	1	SL-SE-0050	SCHOOL STREET
Portland West	441-1500429-001	032	4735	446	2 1		\$9.31	1	SL-SE-0050	SCHOOL STREET
Portland West	441-1500448-001	032	4735	448	2		\$9.31	1	SL-SE-0050	SEELEY AVENUE
Portland West	441-1500448-001	032	4735	448	4		\$9.31	1	SL-SE-0050	SEELEY AVENUE
Portland West	441-1500429-001	036	4735	449	2		\$11.28	1	SL-SE-0100	SEWALL STREET
Portland West	441-1500429-001	048	4735	449	5		\$11.66	1	SL-SC-0100	SEWALL STREET
Portland West	441-1500429-001	036	4735	449	7		\$11.28	1	SL-SE-0100	SEWALL STREET
Portland West	441-1500429-001	038	4735	449	9		\$12.96	1	SL-SE-0150	SEWALL STREET
Portland West	441-1500429-001	048	4735	449	11		\$11.66	1	SL-SC-0100	SEWALL STREET
Portland West	441-1500429-001	032	4735	450	1		\$9.31	1	SL-SE-0050	SHEFFIELD STREET
Portland West	441-1500429-001	036	4735	450	2		\$11.28	1	SL-SE-0100	SHEFFIELD STREET
Portland West	441-1500429-001	032	4735	450	4		\$9.31	1	SL-SE-0050	SHEFFIELD STREET
Portland West	441-1500429-001	036	4735	451	2		\$11.28	1	SL-SE-0100	SHERMAN STREET
Portland West	441-1500429-001	048	4735	451	3		\$11.66	1	SL-SC-0100	SHERMAN STREET
Portland West	441-1500429-001	048	4735	451	4		\$11.66	1	SL-SC-0100	SHERMAN STREET
Portland West	441-1500429-001	048	4735	451	5		\$11.66	1	SL-SC-0100	SHERMAN STREET
Portland West	441-1500429-001	036	4735	451	6		\$11.28	1	SL-SE-0100	SHERMAN STREET
Portland West	441-1500429-001	048	4735	451	7		\$11.66	1	SL-SC-0100	SHERMAN STREET
Portland West	441-1500429-001	036	4735	451	8		\$11.28	1	SL-SE-0100	SHERMAN STREET
Portland West	441-1500429-001	036	4735	451	9		\$11.28	1	SL-SE-0100	SHERMAN STREET
Portland West	441-1500429-001	036	4735	451	10		\$11.28	1	SL-SE-0100	SHERMAN STREET
Portland West	441-1500429-001	036	4735	451	12		\$11.28	1	SL-SE-0100	SHERMAN STREET
Portland West	441-1500429-001	036	4735	451	14		\$11.28	1	SL-SE-0100	SHERMAN STREET
Portland West	441-1500429-001	036	4735	451	15		\$11.28	1	SL-SE-0100	SHERMAN STREET
Portland West	441-1500448-001	032	4735	490	2		\$9.31	1	SL-SE-0050	SONNET LANE
Portland West	441-1500429-001	045	4735	638	1.1		\$11.66	1	SL-SP-0100	SPAR LANE
Portland West	441-1500429-001	045	4735	638	1.2		\$11.66	1	SL-SP-0100	SPAR LANE
Portland West	441-1500429-001	045	4735	638	2.1		\$11.66	1	SL-SP-0100	SPAR LANE
Portland West	441-1500429-001	045	4735	638	2.2		\$11.66	1	SL-SP-0100	SPAR LANE
Portland West	441-1500429-001	045	4735	638	2.3		\$11.66	1	SL-SP-0100	SPAR LANE
Portland West	441-1500429-001	045	4735	453	13		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	14		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	15		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	16		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	17		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	18		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	19		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	20		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	21		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	22		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	23		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	24		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	038	4735	453	29		\$12.96	1	SL-SE-0150	SPRING ST
Portland West	441-1500429-001	038	4735	453	30		\$12.96	1	SL-SE-0150	SPRING ST
Portland West	441-1500429-001	038	4735	453	31		\$12.96	1	SL-SE-0150	SPRING ST
Portland West	441-1500429-001	038	4735	453	32		\$12.96	1	SL-SE-0150	SPRING ST
Portland West	441-1493430-001	043	4735	453	33		\$22.64	1	SL-SF-0400	SPRING ST
Portland West	441-1500429-001	038	4735	453	34		\$12.96	1	SL-SE-0150	SPRING ST
Portland West	441-1500429-001	036	4735	453	35		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	048	4735	453	37.1		\$11.66	1	SL-SC-0100	SPRING ST
Portland West	441-1500429-001	048	4735	453	38		\$11.66	1	SL-SC-0100	SPRING ST
Portland West	441-1500429-001	048	4735	453	38		\$11.66	1	SL-SC-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	40.1		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	42		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	45		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	46		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	47		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	48		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	49		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	50		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	51		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	048	4735	453	52		\$11.66	1	SL-SC-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	57		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	58		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	036	4735	453	59		\$11.28	1	SL-SE-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	535		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	536		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	537		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	538		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	539		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	540		\$11.66	1	SL-SP-0100	SPRING ST

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	045	4735	453	541		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	542		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	543		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	545		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	546		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	547		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	548		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	549		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	550		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	551		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	045	4735	453	552		\$11.66	1	SL-SP-0100	SPRING ST
Portland West	441-1500429-001	036	4735	456	1		\$11.28	1	SL-SE-0100	SPRING STREET PLACE
Portland West	441-1500429-001	032	4735	457	3		\$9.31	1	SL-SE-0050	SPRUCE STREET
Portland West	441-1500429-001	032	4735	457	4		\$9.31	1	SL-SE-0050	SPRUCE STREET
Portland West	441-1500429-001	049	4735	457	4		\$10.94	1	SL-SC-0050	SPRUCE STREET
Portland West	441-1500429-001	032	4735	457	7		\$9.31	1	SL-SE-0050	SPRUCE STREET
Portland West	441-1500429-001	032	4735	457	9		\$10.94	1	SL-SC-0050	SPRUCE STREET
Portland West	441-1500448-001	032	4735	438	2		\$9.31	1	SL-SE-0050	ST GEORGE STREET
Portland West	441-1500448-001	032	4735	438	4		\$9.31	1	SL-SE-0050	ST GEORGE STREET
Portland West	441-1500448-001	032	4735	438	6		\$9.31	1	SL-SE-0050	ST GEORGE STREET
Portland West	441-1500448-001	032	4735	438	7		\$10.20	1	SL-SE-0070	ST GEORGE STREET
Portland West	441-1500429-001	048	4735	439	8		\$11.66	1	SL-SC-0100	ST JAMES STREET
Portland West	441-1500429-001	036	4735	439	10		\$11.28	1	SL-SE-0100	ST JAMES STREET
Portland West	441-1500429-001	036	4735	439	12		\$11.28	1	SL-SE-0100	ST JAMES STREET
Portland West	441-1500429-001	036	4735	439	14		\$11.28	1	SL-SE-0100	ST JAMES STREET
Portland West	441-1500429-001	032	4735	436	2		\$9.31	1	SL-SE-0050	STARBIRD STREET
Portland West	441-1500429-001	032	4735	436	4		\$9.31	1	SL-SE-0050	STARBIRD STREET
Portland West	441-1500429-001	032	4735	436	6		\$9.31	1	SL-SE-0050	STARBIRD STREET
Portland West	441-1500429-001	049	4735	436	8		\$10.94	1	SL-SC-0050	STARBIRD STREET
Portland West	441-1500429-001	032	4735	436	9		\$9.31	1	SL-SE-0050	STARBIRD STREET
Portland West	441-1500448-001	032	4735	606	1		\$9.31	1	SL-SE-0050	STARLIGHT ROAD
Portland West	441-1500429-001	038	4735	458	1		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	2		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	3		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	4		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	5		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	6		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	051	4735	458	7		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	8		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	9		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	051	4735	458	10		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	11		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	051	4735	458	12		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	051	4735	458	13		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	051	4735	458	14		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	15		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	16		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	045	4735	458	016		\$11.66	1	SL-SP-0100	STATE STREET
Portland West	441-1500429-001	045	4735	458	017		\$11.66	1	SL-SP-0100	STATE STREET
Portland West	441-1500429-001	038	4735	458	18		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	19		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	20		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	21		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	22		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	051	4735	458	23		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	24		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	051	4735	458	25		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	26		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	27		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	28		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	29		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	051	4735	458	031		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	032		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	051	4735	458	033		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	042	4735	458	034		\$17.99	1	SL-SF-0250	STATE STREET
Portland West	441-1500429-001	051	4735	458	034		\$13.93	1	SL-SC-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	035		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	036		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	042	4735	458	036		\$17.99	1	SL-SF-0250	STATE STREET
Portland West	441-1500429-001	038	4735	458	037		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	038	4735	458	038		\$12.96	1	SL-SE-0150	STATE STREET
Portland West	441-1500429-001	032	4735	460	3		\$9.31	1	SL-SE-0050	STETSON COURT
Portland West	441-1500429-001	051	4735	461	1		\$13.93	1	SL-SC-0150	STEVENS AVENUE
Portland West	441-1500429-001	038	4735	461	3		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	038	4735	461	5		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	051	4735	461	9		\$13.93	1	SL-SC-0150	STEVENS AVENUE
Portland West	441-1500429-001	038	4735	461	11		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	038	4735	461	12		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	038	4735	461	15		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	038	4735	461	18		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	051	4735	461	21		\$13.93	1	SL-SC-0150	STEVENS AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	038	4735	461	22		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	038	4735	461	24		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	038	4735	461	26		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	051	4735	461	28		\$13.93	1	SL-SC-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	29		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	31		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	33		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	35		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	37		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	39		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	40		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	41		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	43		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	45		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	46		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1493430-001	038	4735	461	46.1		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	47		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1493430-001	038	4735	461	47.1		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	49		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1493430-001	042	4735	461	49.01		\$17.99	1	SL-SF-0250	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	51		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	53		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1493430-001	042	4735	461	53.1		\$17.99	1	SL-SF-0250	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	54		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	58		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	60		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	062.1		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	64		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	066		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	69		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	71.1		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	73		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	75.1		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	78		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	81		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	83		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	083.1		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	84		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	085		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	87		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	088		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	89		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	091		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	93		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	95		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	051	4735	461	97		\$13.93	1	SL-SC-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	98.1		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500448-001	038	4735	461	99		\$12.96	1	SL-SE-0150	STEVENS AVENUE
Portland West	441-1500429-001	049	4735	463	1		\$10.94	1	SL-SC-0050	STORER STREET
Portland West	441-1500429-001	049	4735	463	2		\$10.94	1	SL-SC-0050	STORER STREET
Portland West	441-1500429-001	049	4735	463	3		\$10.94	1	SL-SC-0050	STORER STREET
Portland West	441-1500429-001	049	4735	379	2		\$10.94	1	SL-SC-0050	STRATTON STREET
Portland West	441-1500429-001	036	4735	464	1		\$11.28	1	SL-SE-0100	STROUDWATER ROAD
Portland West	441-1500429-001	048	4735	464	2		\$11.66	1	SL-SC-0100	STROUDWATER ROAD
Portland West	441-1500429-001	036	4735	464	4		\$11.28	1	SL-SE-0100	STROUDWATER ROAD
Portland West	441-1500429-001	036	4735	464	5		\$11.28	1	SL-SE-0100	STROUDWATER ROAD
Portland West	441-1500429-001	036	4735	464	7		\$11.28	1	SL-SE-0100	STROUDWATER ROAD
Portland West	441-1500429-001	036	4735	464	9		\$11.28	1	SL-SE-0100	STROUDWATER ROAD
Portland West	441-1500429-001	036	4735	464	11		\$11.28	1	SL-SE-0100	STROUDWATER ROAD
Portland West	441-1500429-001	045	4735	618	1.1		\$11.66	1	SL-SP-0100	STROUDWATER WOODS
Portland West	441-1500429-001	045	4735	618	1.2		\$11.66	1	SL-SP-0100	STROUDWATER WOODS
Portland West	441-1500429-001	045	4735	618	1.3		\$11.66	1	SL-SP-0100	STROUDWATER WOODS
Portland West	441-1500429-001	045	4735	618	2.1		\$11.66	1	SL-SP-0100	STROUDWATER WOODS
Portland West	441-1500429-001	045	4735	618	3.1		\$11.66	1	SL-SP-0100	STROUDWATER WOODS
Portland West	441-1500429-001	045	4735	618	3.2		\$11.66	1	SL-SP-0100	STROUDWATER WOODS
Portland West	441-1500429-001	045	4735	618	4.1		\$11.66	1	SL-SP-0100	STROUDWATER WOODS
Portland West	441-1500429-001	032	4735	466	1		\$9.31	1	SL-SE-0050	SUMMER STREET
Portland West	441-1500429-001	034	4735	466	3		\$10.20	1	SL-SE-0070	SUMMER STREET
Portland West	441-1500429-001	051	4735	466	4		\$13.93	1	SL-SC-0150	SUMMER STREET
Portland West	441-1500429-001	049	4735	466	5		\$10.94	1	SL-SC-0050	SUMMER STREET
Portland West	441-1500448-001	036	4735	471	1		\$11.28	1	SL-SE-0100	SUNSET LANE
Portland West	441-1500448-001	036	4735	471	2		\$11.28	1	SL-SE-0100	SUNSET LANE
Portland West	441-1500448-001	036	4735	471	3		\$11.28	1	SL-SE-0100	SUNSET LANE
Portland West	441-1500448-001	048	4735	471	4		\$11.66	1	SL-SC-0100	SUNSET LANE
Portland West	441-1500448-001	036	4735	471	5		\$11.28	1	SL-SE-0100	SUNSET LANE
Portland West	441-1500448-001	036	4735	471	6		\$11.28	1	SL-SE-0100	SUNSET LANE
Portland West	441-1500448-001	034	4735	471	9		\$10.20	1	SL-SE-0070	SUNSET LANE
Portland West	441-1500448-001	045	4735	471	9.1		\$11.66	1	SL-SP-0100	SUNSET LANE
Portland West	441-1500448-001	045	4735	471	10.1		\$11.66	1	SL-SP-0100	SUNSET LANE
Portland West	441-1500429-001	038	4735	467	1		\$12.96	1	SL-SE-0150	SURRENDEN STREET
Portland West	441-1500429-001	032	4735	467	2		\$9.31	1	SL-SE-0050	SURRENDEN STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	032	4735	467	3		\$9.31	1	SL-SE-0050	SURRENDEN STREET
Portland West	441-1500429-001	049	4735	329	2		\$10.94	1	SL-SC-0050	SWAN STREET
Portland West	441-1500429-001	032	4735	329	4		\$9.31	1	SL-SE-0050	SWAN STREET
Portland West	441-1500448-001	036	4735	473	1		\$11.28	1	SL-SE-0100	TAFT AVENUE
Portland West	441-1500448-001	036	4735	473	3		\$11.28	1	SL-SE-0100	TAFT AVENUE
Portland West	441-1500448-001	048	4735	473	4		\$11.66	1	SL-SC-0100	TAFT AVENUE
Portland West	441-1500448-001	036	4735	473	5		\$11.28	1	SL-SE-0100	TAFT AVENUE
Portland West	441-1500448-001	048	4735	473	7		\$11.28	1	SL-SE-0100	TAFT AVENUE
Portland West	441-1500448-001	048	4735	473	9		\$11.66	1	SL-SC-0100	TAFT AVENUE
Portland West	441-1500448-001	036	4735	473	10		\$11.28	1	SL-SE-0100	TAFT AVENUE
Portland West	441-1500448-001	049	4735	473	12		\$10.94	1	SL-SC-0050	TAFT AVENUE
Portland West	441-1500448-001	036	4735	473	14		\$11.28	1	SL-SE-0100	TAFT AVENUE
Portland West	441-1500448-001	036	4735	473	16		\$11.28	1	SL-SE-0100	TAFT AVENUE
Portland West	441-1500429-001	032	4735	474	1		\$9.31	1	SL-SE-0050	TATE ST
Portland West	441-1500429-001	049	4735	474	3		\$10.94	1	SL-SC-0050	TATE ST
Portland West	441-1500429-001	032	4735	474	5		\$9.31	1	SL-SE-0050	TATE ST
Portland West	441-1500429-001	036	4735	475	1		\$11.28	1	SL-SE-0100	TAYLOR STREET
Portland West	441-1500429-001	036	4735	475	2		\$11.28	1	SL-SE-0100	TAYLOR STREET
Portland West	441-1500429-001	036	4735	475	3		\$11.28	1	SL-SE-0100	TAYLOR STREET
Portland West	441-1500429-001	045	4735	621	2		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	3		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	4		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	5		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	6		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	7		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	8		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	9		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	10		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	11		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	12		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	13		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	14		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	15		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	16		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	17		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	18		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	19		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	045	4735	621	20		\$11.66	1	SL-SP-0100	TENNIS COURT ROAD
Portland West	441-1500429-001	032	4735	476	2		\$9.31	1	SL-SE-0050	TERRACE AVENUE
Portland West	441-1500429-001	032	4735	476	5		\$9.31	1	SL-SE-0050	TERRACE AVENUE
Portland West	441-1500429-001	032	4735	476	6		\$9.31	1	SL-SE-0050	TERRACE AVENUE
Portland West	441-1500429-001	036	4735	477	1		\$11.28	1	SL-SE-0100	THOMAS STREET
Portland West	441-1500429-001	032	4735	477	2		\$9.31	1	SL-SE-0050	THOMAS STREET
Portland West	441-1500429-001	051	4735	477	3		\$13.93	1	SL-SC-0150	THOMAS STREET
Portland West	441-1500429-001	032	4735	477	4		\$9.31	1	SL-SE-0050	THOMAS STREET
Portland West	441-1500429-001	032	4735	477	6		\$9.31	1	SL-SE-0050	THOMAS STREET
Portland West	441-1500429-001	032	4735	477	7		\$9.31	1	SL-SE-0050	THOMAS STREET
Portland West	441-1500429-001	032	4735	477	8		\$9.31	1	SL-SE-0050	THOMAS STREET
Portland West	441-1500429-001	043	4735	478	2.1		\$22.64	1	SL-SF-0400	THOMPSONS POINT
Portland West	441-1500429-001	045	4735	634	1.1		\$11.66	1	SL-SP-0100	TIDE MILL ROAD
Portland West	441-1500429-001	045	4735	634	2.1		\$11.66	1	SL-SP-0100	TIDE MILL ROAD
Portland West	441-1500429-001	045	4735	634	3.01		\$11.66	1	SL-SP-0100	TIDE MILL ROAD
Portland West	441-1500429-001	045	4735	634	3.1		\$11.66	1	SL-SP-0100	TIDE MILL ROAD
Portland West	441-1500429-001	045	4735	634	4.1		\$11.66	1	SL-SP-0100	TIDE MILL ROAD
Portland West	441-1500448-001	032	4735	480	1		\$9.31	1	SL-SE-0050	TREMAINE STREET
Portland West	441-1500448-001	032	4735	480	3		\$9.31	1	SL-SE-0050	TREMAINE STREET
Portland West	441-1500448-001	032	4735	480	5		\$9.31	1	SL-SE-0050	TREMAINE STREET
Portland West	441-1500448-001	032	4735	481	1		\$9.31	1	SL-SE-0050	TREMONT STREET
Portland West	441-1500448-001	032	4735	481	3		\$9.31	1	SL-SE-0050	TREMONT STREET
Portland West	441-1500448-001	032	4735	481	4		\$9.31	1	SL-SE-0050	TREMONT STREET
Portland West	441-1500429-001	032	4735	482	2		\$9.31	1	SL-SE-0050	TROWBRIDGE PLACE
Portland West	441-1500429-001	032	4735	484	2		\$9.31	1	SL-SE-0050	TYNG STREET
Portland West	441-1500429-001	032	4735	484	3		\$9.31	1	SL-SE-0050	TYNG STREET
Portland West	441-1500429-001	032	4735	484	4		\$9.31	1	SL-SE-0050	TYNG STREET
Portland West	441-1500429-001	036	4735	497	9		\$11.28	1	SL-SE-0100	VALLEY STREET
Portland West	441-1500429-001	036	4735	497	13		\$11.28	1	SL-SE-0100	VALLEY STREET
Portland West	441-1500429-001	049	4735	497	14		\$10.94	1	SL-SC-0050	VALLEY STREET
Portland West	441-1691345-001	042	4735	497	14		\$17.99	1	SL-SF-0250	VALLEY STREET
Portland West	441-1500429-001	048	4735	497	15		\$11.66	1	SL-SC-0100	VALLEY STREET
Portland West	441-1500429-001	036	4735	497	17		\$11.28	1	SL-SE-0100	VALLEY STREET
Portland West	441-1500429-001	048	4735	497	19		\$11.66	1	SL-SC-0100	VALLEY STREET
Portland West	441-1500429-001	036	4735	497	21		\$11.28	1	SL-SE-0100	VALLEY STREET
Portland West	441-1500429-001	032	4735	497	21.1		\$9.31	1	SL-SE-0050	VALLEY STREET
Portland West	441-1500429-001	036	4735	497	23		\$11.28	1	SL-SE-0100	VALLEY STREET
Portland West	441-1500429-001	048	4735	497	25		\$11.66	1	SL-SC-0100	VALLEY STREET
Portland West	441-1500429-001	036	4735	497	27		\$11.28	1	SL-SE-0100	VALLEY STREET
Portland West	441-1500429-001	048	4735	497	29		\$11.66	1	SL-SC-0100	VALLEY STREET
Portland West	441-1500429-001	036	4735	497	32		\$11.28	1	SL-SE-0100	VALLEY STREET
Portland West	441-1500429-001	048	4735	497	34		\$11.66	1	SL-SC-0100	VALLEY STREET
Portland West	441-1500429-001	036	4735	497	35		\$11.28	1	SL-SE-0100	VALLEY STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	034	4735	501	1		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	3		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	5		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	050	4735	501	7		\$10.92	1	SL-SC-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	8		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	11		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	13		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	032	4735	501	14		\$9.31	1	SL-SE-0050	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	15		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	17		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	050	4735	501	19		\$10.92	1	SL-SC-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	23		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	26		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	28		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	30		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	32		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	050	4735	501	34		\$10.92	1	SL-SC-0070	VAUGHAN STREET
Portland West	441-1500429-001	034	4735	501	36		\$10.20	1	SL-SE-0070	VAUGHAN STREET
Portland West	441-1500429-001	032	4735	502	1		\$9.31	1	SL-SE-0050	VERNON PLACE
Portland West	441-1500429-001	032	4735	502	2		\$9.31	1	SL-SE-0050	VERNON PLACE
Portland West	441-1500429-001	049	4735	502	3		\$10.94	1	SL-SC-0050	VERNON PLACE
Portland West	441-1500448-001	032	4735	503	1		\$9.31	1	SL-SE-0050	VERRILL STREET
Portland West	441-1500429-001	045	4735	503	2.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500429-001	045	4735	503	3.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500448-001	045	4735	503	3.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500429-001	045	4735	503	4.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500448-001	045	4735	503	4.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500429-001	045	4735	503	5.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500448-001	045	4735	503	5.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500429-001	045	4735	503	6.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500429-001	045	4735	503	7.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500429-001	045	4735	503	7.2		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500429-001	045	4735	503	8.1		\$11.66	1	SL-SP-0100	VERRILL STREET
Portland West	441-1500448-001	048	4735	633	4		\$11.66	1	SL-SC-0100	VET CLINIC LINE
Portland West	441-1500429-001	038	4735	505	13		\$12.96	1	SL-SE-0150	VETERANS MEMORIAL BRIDGE
Portland West	441-1500429-001	038	4735	505	14		\$12.96	1	SL-SE-0150	VETERANS MEMORIAL BRIDGE
Portland West	441-1500429-001	038	4735	505	15		\$12.96	1	SL-SE-0150	VETERANS MEMORIAL BRIDGE
Portland West	441-1500429-001	038	4735	505	16		\$12.96	1	SL-SE-0150	VETERANS MEMORIAL BRIDGE
Portland West	441-1500429-001	038	4735	505	17		\$12.96	1	SL-SE-0150	VETERANS MEMORIAL BRIDGE
Portland West	441-1500429-001	038	4735	505	18		\$12.96	1	SL-SE-0150	VETERANS MEMORIAL BRIDGE
Portland West	441-1500429-001	038	4735	505	19		\$12.96	1	SL-SE-0150	VETERANS MEMORIAL BRIDGE
Portland West	441-1500448-001	032	4735	506	2		\$9.31	1	SL-SE-0050	VIOLETT AVENUE
Portland West	441-1500448-001	032	4735	506	4		\$9.31	1	SL-SE-0050	VIOLETT AVENUE
Portland West	441-1500448-001	032	4735	506	4		\$9.31	1	SL-SE-0050	W COMMONWEALTH DRIVE
Portland West	441-1500448-001	049	4735	509	3		\$10.94	1	SL-SC-0050	W COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	509	5		\$9.31	1	SL-SE-0050	W COMMONWEALTH DRIVE
Portland West	441-1500448-001	049	4735	509	7		\$10.94	1	SL-SC-0050	W COMMONWEALTH DRIVE
Portland West	441-1500448-001	049	4735	509	9		\$10.94	1	SL-SC-0050	W COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	509	11		\$9.31	1	SL-SE-0050	W COMMONWEALTH DRIVE
Portland West	441-1500448-001	032	4735	510	1		\$9.31	1	SL-SE-0050	WADSWORTH STREET
Portland West	441-1500448-001	032	4735	510	2		\$9.31	1	SL-SE-0050	WADSWORTH STREET
Portland West	441-1500429-001	036	4735	511	2		\$11.28	1	SL-SE-0100	WALDO STREET
Portland West	441-1500429-001	036	4735	511	4		\$11.28	1	SL-SE-0100	WALDO STREET
Portland West	441-1500429-001	032	4735	512	1		\$9.31	1	SL-SE-0050	WALKER STREET
Portland West	441-1500429-001	032	4735	512	2		\$9.31	1	SL-SE-0050	WALKER STREET
Portland West	441-1500429-001	032	4735	512	3		\$17.56	1	SL-SE-0250	WALKER STREET
Portland West	441-1500429-001	040	4735	512	3		\$9.31	1	SL-SE-0050	WALTON STREET
Portland West	441-1500448-001	032	4735	513	16		\$9.31	1	SL-SE-0050	WALTON STREET
Portland West	441-1500448-001	032	4735	513	17		\$9.31	1	SL-SE-0050	WALTON STREET
Portland West	441-1500448-001	032	4735	513	19		\$9.31	1	SL-SE-0050	WALTON STREET
Portland West	441-1500448-001	032	4735	513	21		\$9.31	1	SL-SE-0050	WALTON STREET
Portland West	441-1500448-001	049	4735	513	22		\$10.94	1	SL-SC-0050	WALTON STREET
Portland West	441-1500448-001	032	4735	513	23		\$9.31	1	SL-SE-0050	WALTON STREET
Portland West	441-1500448-001	032	4735	513	25		\$9.31	1	SL-SE-0050	WALTON STREET
Portland West	441-1500448-001	034	4735	514	1		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	3		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	10		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	12		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	16		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	18		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	048	4735	514	21		\$11.66	1	SL-SC-0100	WARREN AVENUE
Portland West	441-1500448-001	050	4735	514	23.1		\$10.92	1	SL-SC-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	27		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	30		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	050	4735	514	36		\$10.92	1	SL-SC-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	42		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	48		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	55		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	61		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	038	4735	514	62		\$12.96	1	SL-SE-0150	WARREN AVENUE
Portland West	441-1500448-001	038	4735	514	63		\$12.96	1	SL-SE-0150	WARREN AVENUE
Portland West	441-1500448-001	036	4735	514	65		\$11.28	1	SL-SE-0100	WARREN AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	034	4735	514	69		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	034	4735	514	6H		\$10.20	1	SL-SE-0070	WARREN AVENUE
Portland West	441-1500448-001	049	4735	515	1		\$10.94	1	SL-SC-0050	WARWICK STREET
Portland West	441-1500448-001	032	4735	515	3		\$9.31	1	SL-SE-0050	WARWICK STREET
Portland West	441-1500448-001	032	4735	515	5		\$9.31	1	SL-SE-0050	WARWICK STREET
Portland West	441-1500448-001	032	4735	515	7		\$9.31	1	SL-SE-0050	WARWICK STREET
Portland West	441-1500448-001	032	4735	515	9		\$9.31	1	SL-SE-0050	WARWICK STREET
Portland West	441-1500448-001	032	4735	515	11		\$9.31	1	SL-SE-0050	WARWICK STREET
Portland West	441-1500448-001	032	4735	515	13		\$9.31	1	SL-SE-0050	WARWICK STREET
Portland West	441-1493430-001	043	4735	515	13.1		\$22.64	1	SL-SF-0400	WARWICK STREET
Portland West	441-1493430-001	043	4735	515	13.1		\$22.64	1	SL-SF-0400	WARWICK STREET
Portland West	441-1493430-001	043	4735	515	13.2		\$22.64	1	SL-SF-0400	WARWICK STREET
Portland West	441-1500448-001	032	4735	515	14		\$9.31	1	SL-SE-0050	WARWICK STREET
Portland West	441-1500448-001	032	4735	515	17		\$9.31	1	SL-SE-0050	WARWICK STREET
Portland West	441-1500448-001	048	4735	515	18		\$11.66	1	SL-SC-0100	WARWICK STREET
Portland West	441-1500448-001	048	4735	515	19		\$11.66	1	SL-SC-0100	WARWICK STREET
Portland West	441-1500448-001	036	4735	515	20		\$11.28	1	SL-SE-0100	WARWICK STREET
Portland West	441-1500429-001	038	4735	516	1		\$12.96	1	SL-SE-0150	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	2		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	3		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	4		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	5		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	051	4735	516	6		\$13.93	1	SL-SC-0150	WASHBURN AVENUE
Portland West	441-1500429-001	038	4735	516	6.01		\$12.96	1	SL-SE-0150	WASHBURN AVENUE
Portland West	441-1500429-001	036	4735	516	6.02		\$11.28	1	SL-SE-0100	WASHBURN AVENUE
Portland West	441-1500429-001	036	4735	516	6.02		\$12.96	1	SL-SE-0150	WASHBURN AVENUE
Portland West	441-1500429-001	038	4735	516	6.1		\$12.96	1	SL-SE-0150	WASHBURN AVENUE
Portland West	441-1500429-001	038	4735	516	6.1		\$12.96	1	SL-SE-0150	WASHBURN AVENUE
Portland West	441-1500429-001	038	4735	516	6.2		\$12.96	1	SL-SE-0150	WASHBURN AVENUE
Portland West	441-1500429-001	036	4735	516	6.3		\$11.28	1	SL-SE-0100	WASHBURN AVENUE
Portland West	441-1500429-001	036	4735	516	6.3		\$12.96	1	SL-SE-0150	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	8		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	9		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	11		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	12		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	14		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	032	4735	516	15		\$9.31	1	SL-SE-0050	WASHBURN AVENUE
Portland West	441-1500429-001	049	4735	516	19		\$10.94	1	SL-SC-0050	WASHBURN AVENUE
Portland West	441-1500448-001	032	4735	517	2		\$9.31	1	SL-SE-0050	WAVERLY STREET
Portland West	441-1500448-001	032	4735	517	4		\$9.31	1	SL-SE-0050	WAVERLY STREET
Portland West	441-1500429-001	032	4735	518	1		\$9.31	1	SL-SE-0050	WAYNE STREET
Portland West	441-1500429-001	032	4735	518	3		\$9.31	1	SL-SE-0050	WAYNE STREET
Portland West	441-1500429-001	032	4735	518	3		\$9.31	1	SL-SE-0050	WAYNE STREET
Portland West	441-1500448-001	032	4735	549	1		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500448-001	032	4735	549	3		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500448-001	032	4735	549	5		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500448-001	032	4735	549	6		\$10.94	1	SL-SC-0050	WAYSIDE ROAD
Portland West	441-1500448-001	049	4735	549	6		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500448-001	032	4735	549	7		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500448-001	032	4735	549	8		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500448-001	032	4735	549	9		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500448-001	032	4735	549	11		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500448-001	032	4735	549	13		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500448-001	032	4735	549	15		\$9.31	1	SL-SE-0050	WAYSIDE ROAD
Portland West	441-1500429-001	032	4735	519	2		\$9.31	1	SL-SE-0050	WEBB STREET
Portland West	441-1500429-001	032	4735	519	4		\$9.31	1	SL-SE-0050	WEBB STREET
Portland West	441-1500429-001	032	4735	519	6		\$9.31	1	SL-SE-0050	WEBB STREET
Portland West	441-1500429-001	049	4735	519	8		\$10.94	1	SL-SC-0050	WEBB STREET
Portland West	441-1500429-001	032	4735	519	10		\$9.31	1	SL-SE-0050	WEBB STREET
Portland West	441-1500448-001	045	4735	637	1.1		\$11.66	1	SL-SP-0100	WENDALL DR
Portland West	441-1500448-001	045	4735	637	2.1		\$11.66	1	SL-SP-0100	WENDALL DR
Portland West	441-1500429-001	034	4735	521	1		\$10.20	1	SL-SE-0070	WESSEY STREET
Portland West	441-1500448-001	032	4735	522	1		\$9.31	1	SL-SE-0050	WESSEX STREET
Portland West	441-1500448-001	032	4735	522	3		\$9.31	1	SL-SE-0050	WESSEX STREET
Portland West	441-1500448-001	032	4735	602	2		\$9.31	1	SL-SE-0050	WEST CONCORD STREET
Portland West	441-1500448-001	049	4735	602	4		\$10.94	1	SL-SC-0050	WEST CONCORD STREET
Portland West	441-1493430-001	040	4735	602	6		\$17.56	1	SL-SE-0250	WEST CONCORD STREET
Portland West	441-1500448-001	032	4735	602	6		\$9.31	1	SL-SE-0050	WEST CONCORD STREET
Portland West	441-1500429-001	034	4735	523	1		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	2		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	3		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	4		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	5		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	6		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	7		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	8		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	9		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	10		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	050	4735	523	11		\$10.92	1	SL-SC-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	12		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	034	4735	523	14		\$10.20	1	SL-SE-0070	WEST STREET
Portland West	441-1500429-001	050	4735	523	16		\$10.92	1	SL-SC-0070	WEST STREET
Portland West	441-1500429-001	051	4735	525	8		\$13.93	1	SL-SC-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	10		\$12.96	1	SL-SE-0150	WESTBROOK STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	036	4735	525	12		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	14		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	15		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	16		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	17		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	19		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	048	4735	525	21		\$11.66	1	SL-SC-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	23		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	25		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	28		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	29		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	30		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	036	4735	525	32		\$11.28	1	SL-SE-0100	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	35		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	051	4735	525	37		\$13.93	1	SL-SC-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	39		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	41		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	43		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	45		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	47		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	48		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	051	4735	525	50		\$13.93	1	SL-SC-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	51		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	52		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	051	4735	525	53		\$13.93	1	SL-SC-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	55		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	56		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	61		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	68		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	038	4735	525	70		\$12.96	1	SL-SE-0150	WESTBROOK STREET
Portland West	441-1500429-001	032	4735	525	72		\$9.31	1	SL-SE-0050	WESTBROOK STREET
Portland West	441-1500429-001	048	4735	526	1		\$11.66	1	SL-SC-0100	WESTERN PROMENADE
Portland West	441-1500429-001	051	4735	526	2		\$13.93	1	SL-SC-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	3		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	4		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	5		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	6		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	6.01		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	6.1		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	7		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	8		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	9		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	10		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	11		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	051	4735	526	12		\$13.93	1	SL-SC-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	13		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	13.1		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	14		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	15		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	038	4735	526	16		\$12.96	1	SL-SE-0150	WESTERN PROMENADE
Portland West	441-1500429-001	048	4735	526	17		\$11.66	1	SL-SC-0100	WESTERN PROMENADE
Portland West	441-1500429-001	032	4735	528	1		\$9.31	1	SL-SE-0050	WESTLAND AVENUE
Portland West	441-1500429-001	032	4735	528	9		\$9.31	1	SL-SE-0050	WESTLAND AVENUE
Portland West	441-1500448-001	032	4735	529	2		\$9.31	1	SL-SE-0050	WESTMINSTER AVENUE
Portland West	441-1500448-001	032	4735	529	4		\$9.31	1	SL-SE-0050	WESTMINSTER AVENUE
Portland West	441-1500448-001	032	4735	529	6		\$9.31	1	SL-SE-0050	WESTMINSTER AVENUE
Portland West	441-1500448-001	032	4735	529	8		\$9.31	1	SL-SE-0050	WESTMINSTER AVENUE
Portland West	441-1500448-001	032	4735	529	9		\$9.31	1	SL-SE-0050	WESTMINSTER AVENUE
Portland West	441-1500448-001	032	4735	529	2H		\$9.31	1	SL-SE-0050	WESTMINSTER AVENUE
Portland West	441-1500429-001	038	4735	530	1		\$12.96	1	SL-SE-0150	WEYMOUTH STREET
Portland West	441-1500429-001	049	4735	530	2		\$10.94	1	SL-SC-0050	WEYMOUTH STREET
Portland West	441-1500429-001	048	4735	530	3		\$11.66	1	SL-SC-0100	WEYMOUTH STREET
Portland West	441-1500429-001	051	4735	530	4.1		\$13.93	1	SL-SC-0150	WEYMOUTH STREET
Portland West	441-1500429-001	038	4735	530	4.2		\$12.96	1	SL-SE-0150	WEYMOUTH STREET
Portland West	441-1500429-001	038	4735	530	4.2		\$12.96	1	SL-SE-0150	WEYMOUTH STREET
Portland West	441-1500429-001	038	4735	530	4.3		\$12.96	1	SL-SE-0150	WEYMOUTH STREET
Portland West	441-1500429-001	032	4735	531	2		\$9.31	1	SL-SE-0050	WHITNEY AVENUE
Portland West	441-1500429-001	032	4735	531	4		\$9.31	1	SL-SE-0050	WHITNEY AVENUE
Portland West	441-1500429-001	036	4735	531	6		\$11.28	1	SL-SE-0100	WHITNEY AVENUE
Portland West	441-1500429-001	032	4735	531	8		\$9.31	1	SL-SE-0050	WHITNEY AVENUE
Portland West	441-1500429-001	032	4735	531	10		\$9.31	1	SL-SE-0050	WHITNEY AVENUE
Portland West	441-1500429-001	032	4735	531	12		\$9.31	1	SL-SE-0050	WHITNEY AVENUE
Portland West	441-1500429-001	032	4735	531	14		\$9.31	1	SL-SE-0050	WHITNEY AVENUE
Portland West	441-1500429-001	036	4735	531	16		\$11.28	1	SL-SE-0100	WHITNEY AVENUE
Portland West	441-1500429-001	032	4735	531	18		\$9.31	1	SL-SE-0050	WHITNEY AVENUE
Portland West	441-1500448-001	045	4735	628	1.1		\$11.66	1	SL-SP-0100	WILKIE STREET
Portland West	441-1500448-001	045	4735	628	2.1		\$11.66	1	SL-SP-0100	WILKIE STREET
Portland West	441-1500448-001	032	4735	534	1		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	2		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	3		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	4		\$9.31	1	SL-SE-0050	WILLIAM STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500448-001	032	4735	534	5		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	7		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	8		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	9		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	10		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	11		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	14		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	15		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500448-001	032	4735	534	16		\$9.31	1	SL-SE-0050	WILLIAM STREET
Portland West	441-1500429-001	032	4735	547	1		\$9.31	1	SL-SE-0050	WINDING WAY
Portland West	441-1500429-001	032	4735	547	3		\$9.31	1	SL-SE-0050	WINDING WAY
Portland West	441-1500429-001	048	4735	547	5		\$11.66	1	SL-SC-0100	WINDING WAY
Portland West	441-1500429-001	032	4735	547	7		\$9.31	1	SL-SE-0050	WINDING WAY
Portland West	441-1500429-001	032	4735	547	9		\$9.31	1	SL-SE-0050	WINDING WAY
Portland West	441-1500448-001	036	4735	615	1		\$11.28	1	SL-SE-0100	WINGATE DRIVE
Portland West	441-1500448-001	045	4735	615	2.01		\$11.66	1	SL-SP-0100	WINGATE DRIVE
Portland West	441-1500448-001	045	4735	615	2.1		\$11.66	1	SL-SP-0100	WINGATE DRIVE
Portland West	441-1500448-001	045	4735	615	3.1		\$11.66	1	SL-SP-0100	WINGATE DRIVE
Portland West	441-1500448-001	045	4735	615	4.1		\$11.66	1	SL-SP-0100	WINGATE DRIVE
Portland West	441-1500448-001	045	4735	615	6.1		\$11.66	1	SL-SP-0100	WINGATE DRIVE
Portland West	441-1500429-001	034	4735	537	1		\$10.20	1	SL-SE-0070	WINSLOW STREET
Portland West	441-1500429-001	034	4735	537	3		\$10.20	1	SL-SE-0070	WINSLOW STREET
Portland West	441-1500429-001	034	4735	537	4		\$10.20	1	SL-SE-0070	WINSLOW STREET
Portland West	441-1500429-001	050	4735	537	5		\$10.92	1	SL-SC-0070	WINSLOW STREET
Portland West	441-1500429-001	036	4735	538	1		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	2		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	3		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	048	4735	538	4		\$11.66	1	SL-SC-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	5		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	6		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	8		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	9		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	10		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	11		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	12		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	13		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	036	4735	538	14		\$11.28	1	SL-SE-0100	WINTER STREET
Portland West	441-1500429-001	048	4735	538	4H		\$11.66	1	SL-SC-0100	WINTER STREET
Portland West	441-1500429-001	032	4735	539	2		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	3		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500429-001	049	4735	539	3		\$10.94	1	SL-SC-0050	WOLCOTT STREET
Portland West	441-1500429-001	049	4735	539	4		\$10.94	1	SL-SC-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	5		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	7		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	8.1		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	9		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	10		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	11		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500448-001	049	4735	539	12		\$10.94	1	SL-SC-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	13		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	14		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500429-001	032	4735	539	15		\$9.31	1	SL-SE-0050	WOLCOTT STREET
Portland West	441-1500448-001	032	4735	550	2		\$9.31	1	SL-SE-0050	WOODFIELD ROAD
Portland West	441-1500448-001	032	4735	550	4		\$9.31	1	SL-SE-0050	WOODFIELD ROAD
Portland West	441-1500448-001	032	4735	550	6		\$9.31	1	SL-SE-0050	WOODFIELD ROAD
Portland West	441-1500448-001	049	4735	550	8		\$10.94	1	SL-SC-0050	WOODFIELD ROAD
Portland West	441-1500448-001	032	4735	550	10		\$9.31	1	SL-SE-0050	WOODFIELD ROAD
Portland West	441-1500448-001	038	4735	541	012		\$12.96	1	SL-SE-0150	WOODFORD STREET
Portland West	441-1500448-001	038	4735	541	14.1		\$12.96	1	SL-SE-0150	WOODFORD STREET
Portland West	441-1500448-001	048	4735	541	15		\$11.66	1	SL-SC-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	16		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	18		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	19		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	21		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	24		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	028		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	32		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	34		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	35		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	43		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	49.1		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	51		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	53		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	055		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	57		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	59.1		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500448-001	036	4735	541	60		\$11.28	1	SL-SE-0100	WOODFORD STREET
Portland West	441-1500429-001	034	4735	542	1		\$10.20	1	SL-SE-0070	WOODMONT STREET
Portland West	441-1500429-001	034	4735	542	2		\$10.20	1	SL-SE-0070	WOODMONT STREET
Portland West	441-1500429-001	050	4735	542	3		\$10.92	1	SL-SC-0070	WOODMONT STREET
Portland West	441-1500429-001	034	4735	542	4		\$10.20	1	SL-SE-0070	WOODMONT STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland West	441-1500429-001	050	4735	542	5		\$10.92	1	SL-SC-0070	WOODMONT STREET
Portland West	441-1500429-001	050	4735	542	6		\$10.92	1	SL-SC-0070	WOODMONT STREET
Portland West	441-1500429-001	050	4735	542	7		\$10.92	1	SL-SC-0070	WOODMONT STREET
Portland West	441-1500448-001	049	4735	548	2		\$10.94	1	SL-SC-0050	WOODVALE STREET
Portland West	441-1500448-001	034	4735	548	4		\$10.20	1	SL-SE-0070	WOODVALE STREET
Portland West	441-1500448-001	036	4735	548	5		\$11.28	1	SL-SE-0100	WOODVALE STREET
Portland West	441-1500448-001	036	4735	548	7		\$11.28	1	SL-SE-0100	WOODVALE STREET
Portland West	441-1500448-001	032	4735	544	2		\$9.31	1	SL-SE-0050	WYNHAM STREET
Portland West	441-1500429-001	052	4735	557	11		\$18.90	1	SL-SC-0250	YORK STREET
Portland West	441-1500429-001	048	4735	557	14		\$11.66	1	SL-SC-0100	YORK STREET
Portland West	441-1500429-001	048	4735	557	17		\$11.66	1	SL-SC-0100	YORK STREET
Portland West	441-1500429-001	036	4735	557	19		\$11.28	1	SL-SE-0100	YORK STREET
Portland West	441-1500429-001	038	4735	557	21		\$12.96	1	SL-SE-0150	YORK STREET
Portland West	441-1500429-001	040	4735	557	21.1		\$17.56	1	SL-SE-0250	YORK STREET
Portland West	441-1500429-001	036	4735	557	23		\$11.28	1	SL-SE-0100	YORK STREET
Portland West	441-1500429-001	036	4735	557	26		\$11.28	1	SL-SE-0100	YORK STREET
Portland West	441-1500429-001	036	4735	557	27		\$11.28	1	SL-SE-0100	YORK STREET
Portland West	441-1500429-001	036	4735	557	28		\$11.28	1	SL-SE-0100	YORK STREET
Portland West	441-1003777-011	040	4735	061	23.1		\$17.56	1	SL-SE-0250	#N/A
Portland West	441-1003777-011	040	4735	061	23.2		\$17.56	1	SL-SE-0250	#N/A
Portland West	441-1003777-011	040	4735	061	23.3		\$17.56	1	SL-SE-0250	#N/A
Portland West	441-1493430-001	042	4735	361	3		\$17.99	1	SL-SF-0250	#N/A
Portland West	441-1493430-001	043	4735	554	37.2		\$22.64	1	SL-SF-0400	#N/A
Portland West	441-1493430-001	053	4735	554	44.3		\$24.13	1	SL-SC-0400	#N/A
Portland West	441-1493430-001	042	4735	569	4.2		\$17.99	1	SL-SF-0250	#N/A
Portland West	441-1493430-001	043	4735	569	4.4		\$22.64	1	SL-SF-0400	#N/A
Portland West	441-1493430-001	042	4735	582	5		\$17.99	1	SL-SF-0250	#N/A
Portland West	441-1500429-001	040	4735	648	1		\$17.56	1	SL-SE-0250	#N/A
Portland West	441-1500429-001	040	4735	648	2		\$17.56	1	SL-SE-0250	#N/A
Portland West	441-1500429-001	040	4735	648	4		\$17.56	1	SL-SE-0250	#N/A
Portland West	441-1500429-001	040	4735	648	4		\$17.56	1	SL-SE-0250	#N/A
Portland West	441-1500429-001	040	4735	648	4.1		\$17.56	1	SL-SE-0250	#N/A
Portland West	441-1500429-001	040	4735	648	6		\$17.56	1	SL-SE-0250	#N/A
Portland West	441-1500429-001	045	4735	101	0	00003.144	\$11.66	1	SL-SP-0100	#N/A
Portland East	441-1496480-001	032	4730	004	1	81/05/04	\$9.31	1	SL-SE-0050	ALDER STREET
Portland East	441-1496480-001	049	4730	004	2	09/12/30	\$10.94	1	SL-SC-0050	ALDER STREET
Portland East	441-1496480-001	032	4730	004	3	81/05/04	\$9.31	1	SL-SE-0050	ALDER STREET
Portland East	441-1496480-001	032	4730	004	4	81/05/01	\$9.31	1	SL-SE-0050	ALDER STREET
Portland East	441-1496480-001	032	4730	004	5	81/05/04	\$9.31	1	SL-SE-0050	ALDER STREET
Portland East	441-1496480-001	032	4730	004	6	81/05/01	\$9.31	1	SL-SE-0050	ALDER STREET
Portland East	441-1496480-001	032	4730	004	7	96/08/28	\$9.31	1	SL-SE-0050	ALDER STREET
Portland East	441-1496480-001	032	4730	044	2	81/02/03	\$9.31	1	SL-SE-0050	BRATTLE STREET
Portland East	441-1496480-001	032	4730	044	3	81/02/03	\$9.31	1	SL-SE-0050	BRATTLE STREET
Portland East	441-1496480-001	032	4730	044	6	81/02/03	\$9.31	1	SL-SE-0050	BRATTLE STREET
Portland East	441-1496480-001	032	4730	044	7	81/02/03	\$9.31	1	SL-SE-0050	BRATTLE STREET
Portland East	441-1496480-001	032	4730	068	1	82/12/28	\$9.31	1	SL-SE-0050	CEDAR STREET
Portland East	441-1496480-001	032	4730	068	2	81/05/05	\$9.31	1	SL-SE-0050	CEDAR STREET
Portland East	441-1496480-001	032	4730	068	5	81/03/06	\$9.31	1	SL-SE-0050	CEDAR STREET
Portland East	441-1496480-001	034	4730	072	7	79/09/24	\$10.20	1	SL-SE-0070	CHapel STREET
Portland East	441-1496480-001	052	4730	078	2	07/11/29	\$18.90	1	SL-SC-0250	CHESTNUT STREET
Portland East	441-1496480-001	040	4730	078	3	76/11/27	\$17.56	1	SL-SE-0250	CHESTNUT STREET
Portland East	441-1500434-001	049	4730	078	3	03/04/26	\$10.94	1	SL-SC-0050	CHESTNUT STREET
Portland East	441-1496480-001	036	4730	078	6	87/07/17	\$11.28	1	SL-SE-0100	CHESTNUT STREET
Portland East	441-1496480-001	036	4730	078	7	87/07/17	\$11.28	1	SL-SE-0100	CHESTNUT STREET
Portland East	441-1496480-001	036	4730	078	8	87/07/17	\$11.28	1	SL-SE-0100	CHESTNUT STREET
Portland East	441-1496480-001	036	4730	078	9	87/07/17	\$11.28	1	SL-SE-0100	CHESTNUT STREET
Portland East	441-1496480-001	036	4730	078	10	87/07/17	\$11.28	1	SL-SE-0100	CHESTNUT STREET
Portland East	441-1496480-001	040	4730	100	1	91/11/28	\$17.56	1	SL-SE-0250	CUMBERLAND AVENUE
Portland East	441-1496480-001	032	4730	100	4	82/05/10	\$9.31	1	SL-SE-0050	CUMBERLAND AVENUE
Portland East	441-1496480-001	032	4730	100	6	82/05/10	\$9.31	1	SL-SE-0050	CUMBERLAND AVENUE
Portland East	441-1496480-001	032	4730	100	8	82/05/10	\$9.31	1	SL-SE-0050	CUMBERLAND AVENUE
Portland East	441-1496480-001	032	4730	100	10.1	82/05/10	\$9.31	1	SL-SE-0050	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	11	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	12	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	15	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	16	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	17	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	18	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	19	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	20	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	23	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	512	4730	100	42	98/08/28	\$1.88	1	SL-HE-0070 EO	CUMBERLAND AVENUE
Portland East	441-1496480-001	512	4730	100	42	98/08/28	\$1.88	1	SL-HE-0070 EO	CUMBERLAND AVENUE
Portland East	441-1496480-001	512	4730	100	43	98/08/28	\$1.88	1	SL-HE-0070 EO	CUMBERLAND AVENUE
Portland East	441-1496480-001	512	4730	100	43	98/08/28	\$1.88	1	SL-HE-0070 EO	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	45	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	48	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	50	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	52	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	53	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	60	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	OATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	038	4730	100	12H	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	045	4730	143	1	90/12/29	\$11.66	1	SL-SP-0100	ELM STREET
Portland East	441-1496480-001	045	4730	143	2	90/12/29	\$11.66	1	SL-SP-0100	ELM STREET
Portland East	441-1496480-001	045	4730	143	3	90/12/29	\$11.66	1	SL-SP-0100	ELM STREET
Portland East	441-1496480-001	036	4730	143	11	82/02/17	\$11.28	1	SL-SE-0100	ELM STREET
Portland East	441-1496480-001	040	4730	143	12	96/08/28	\$17.56	1	SL-SE-0250	ELM STREET
Portland East	441-1496480-001	048	4730	143	14	01/12/29	\$11.66	1	SL-SC-0100	ELM STREET
Portland East	441-1496480-001	040	4730	143	15	82/12/21	\$17.56	1	SL-SE-0250	ELM STREET
Portland East	441-1496480-001	038	4730	143	16	82/12/21	\$12.96	1	SL-SE-0150	ELM STREET
Portland East	441-1496480-001	042	4730	221	7	83/06/29	\$17.99	1	SL-SF-0250	HANOVER STREET
Portland East	441-1496480-001	034	4730	221	9	83/06/29	\$10.20	1	SL-SE-0070	HANOVER STREET
Portland East	441-1496480-001	042	4730	280	05.1	94/12/29	\$17.99	1	SL-SF-0250	KENNEBEC STREET
Portland East	441-1496480-001	042	4730	280	05.1	94/12/29	\$17.99	1	SL-SF-0250	KENNEBEC STREET
Portland East	441-1496480-001	036	4730	280	12	90/03/26	\$11.28	1	SL-SE-0100	KENNEBEC STREET
Portland East	441-1496480-001	041	4730	704	2	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL
Portland East	441-1496480-001	041	4730	704	18	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL
Portland East	441-1496480-001	040	4730	704	511	90/03/29	\$17.56	1	SL-SE-0250	FRANKLIN STREET ARTERIAL
Portland East	441-1496480-001	041	4730	704	517	82/02/25	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL
Portland East	441-1496480-001	041	4730	704	540	82/02/25	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL
Portland East	441-1500434-001	036	4730	001	3	78/10/18	\$11.28	1	SL-SE-0100	ABBOT STREET
Portland East	441-1496480-001	050	4730	002	1	07/12/29	\$10.92	1	SL-SC-0070	ADAMS STREET
Portland East	441-1496480-001	034	4730	002	3	90/03/06	\$10.20	1	SL-SE-0070	ADAMS STREET
Portland East	441-1496480-001	034	4730	002	5	90/03/06	\$10.20	1	SL-SE-0070	ADAMS STREET
Portland East	441-1500434-001	034	4730	003	1	81/04/30	\$10.20	1	SL-SE-0070	ADELAIDE STREET
Portland East	441-1500434-001	032	4730	003	2	81/04/30	\$9.31	1	SL-SE-0050	ADELAIDE STREET
Portland East	441-1496480-001	032	4730	004	8	81/05/01	\$9.31	1	SL-SE-0050	ALDER STREET
Portland East	441-1496480-001	052	4730	004	8	08/12/28	\$18.90	1	SL-SC-0250	ALDER STREET
Portland East	441-1496480-001	032	4730	004	10	81/05/01	\$9.31	1	SL-SE-0050	ALDER STREET
Portland East	441-1500434-001	036	4730	006	4	83/07/05	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	5	96/05/29	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	038	4730	006	10	83/07/05	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	038	4730	006	14	83/06/30	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	051	4730	006	18	06/03/29	\$13.93	1	SL-SC-0150	ALLEN AVENUE
Portland East	441-1500434-001	038	4730	006	20	83/06/30	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	038	4730	006	22	83/06/30	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	051	4730	006	24	13/02/27	\$13.93	1	SL-SC-0150	ALLEN AVENUE
Portland East	441-1500434-001	051	4730	006	24.1	03/11/28	\$13.93	1	SL-SC-0150	ALLEN AVENUE
Portland East	441-1500434-001	038	4730	006	26	83/06/30	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	038	4730	006	30	83/06/30	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	038	4730	006	32	83/06/30	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	038	4730	006	34	83/07/05	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	038	4730	006	36	83/07/05	\$12.96	1	SL-SE-0150	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	40	96/03/29	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	43	83/07/05	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	45	83/07/05	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	52	83/07/05	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	54	83/07/05	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	57	83/07/05	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	59	83/07/09	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	61	83/07/09	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	63	83/07/09	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	65	83/07/09	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	67	83/07/09	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	69	83/07/09	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	72	80/12/19	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	74	80/12/19	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	78	80/12/19	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	80	80/12/19	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	0008.0.0	96/03/29	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	048	4730	006	40H	04/10/29	\$11.66	1	SL-SC-0100	ALLEN AVENUE
Portland East	441-1500434-001	036	4730	006	49H	83/07/05	\$11.28	1	SL-SE-0100	ALLEN AVENUE
Portland East	441-1500434-001	032	4730	007	1	80/11/24	\$9.31	1	SL-SE-0050	ALTON STREET
Portland East	441-1500434-001	032	4730	007	3	80/11/25	\$9.31	1	SL-SE-0050	ALTON STREET
Portland East	441-1500434-001	032	4730	007	5	80/11/25	\$9.31	1	SL-SE-0050	ALTON STREET
Portland East	441-1496480-001	036	4730	008	2	90/03/26	\$11.28	1	SL-SF-0100	ANDERSON STREET
Portland East	441-1496480-001	048	4730	008	4	02/03/28	\$11.66	1	SL-SC-0100	ANDERSON STREET
Portland East	441-1496480-001	032	4730	008	7	96/08/28	\$9.31	1	SL-SE-0050	ANDERSON STREET
Portland East	441-1496480-001	036	4730	008	8	90/03/26	\$11.28	1	SL-SE-0100	ANDERSON STREET
Portland East	441-1496480-001	036	4730	008	9	90/03/26	\$11.28	1	SL-SE-0100	ANDERSON STREET
Portland East	441-1496480-001	038	4730	008	11	91/12/28	\$12.96	1	SL-SE-0150	ANDERSON STREET
Portland East	441-1496480-001	040	4730	008	14	80/01/21	\$17.56	1	SL-SE-0250	ANDERSON STREET
Portland East	441-1496480-001	040	4730	008	16	80/01/21	\$17.56	1	SL-SE-0250	ANDERSON STREET
Portland East	441-1496480-001	040	4730	008	18	80/01/21	\$17.56	1	SL-SE-0250	ANDERSON STREET
Portland East	441-1496480-001	040	4730	008	19	80/01/21	\$17.56	1	SL-SE-0250	ANDERSON STREET
Portland East	441-1496480-001	052	4730	008	21	01/12/29	\$18.90	1	SL-SC-0250	ANDERSON STREET
Portland East	441-1496480-001	040	4730	008	23	80/01/18	\$17.56	1	SL-SE-0250	ANDERSON STREET
Portland East	441-1496480-001	052	4730	008	25	09/12/30	\$18.90	1	SL-SC-0250	ANDERSON STREET
Portland East	441-1496480-001	040	4730	008	28	96/06/27	\$17.56	1	SL-SE-0250	ANDERSON STREET
Portland East	441-1496480-001	034	4730	008	26H	96/08/28	\$10.20	1	SL-SE-0070	ANDERSON STREET
Portland East	441-1500434-001	032	4730	009	1	80/11/06	\$9.31	1	SL-SE-0050	ARCADIA STREET
Portland East	441-1500434-001	032	4730	009	3	80/11/06	\$9.31	1	SL-SE-0050	ARCADIA STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	049	4730	009	4	05/12/30	\$10.94	1	SL-SC-0050	ARCADIA STREET
Portland East	441-1500434-001	032	4730	009	6	80/11/06	\$9.31	1	SL-SE-0050	ARCADIA STREET
Portland East	441-1500434-001	032	4730	009	9	80/11/06	\$9.31	1	SL-SE-0050	ARCADIA STREET
Portland East	441-1500434-001	032	4730	009	11	80/11/06	\$9.31	1	SL-SE-0050	ARCADIA STREET
Portland East	441-1500434-001	034	4730	009	13	84/05/01	\$10.20	1	SL-SE-0070	ARCADIA STREET
Portland East	441-1500434-001	032	4730	010	2	80/12/01	\$9.31	1	SL-SE-0050	ARLINGTON PLACE
Portland East	441-1500434-001	032	4730	011	1	81/01/07	\$9.31	1	SL-SE-0050	ARLINGTON STREET
Portland East	441-1500434-001	032	4730	011	3	81/01/07	\$9.31	1	SL-SE-0050	ARLINGTON STREET
Portland East	441-1500434-001	032	4730	011	5	81/01/07	\$9.31	1	SL-SE-0050	ARLINGTON STREET
Portland East	441-1500434-001	032	4730	012	1	81/05/06	\$9.31	1	SL-SE-0050	ARTHUR STREET
Portland East	441-1500434-001	032	4730	012	2	81/05/06	\$9.31	1	SL-SE-0050	ARTHUR STREET
Portland East	441-1496480-001	034	4730	015	1.1	90/03/06	\$10.20	1	SL-SE-0070	ATLANTIC STREET
Portland East	441-1496480-001	034	4730	015	3	90/03/06	\$10.20	1	SL-SE-0070	ATLANTIC STREET
Portland East	441-1496480-001	034	4730	015	5.1	90/03/06	\$10.20	1	SL-SE-0070	ATLANTIC STREET
Portland East	441-1496480-001	034	4730	015	8	90/03/06	\$10.20	1	SL-SE-0070	ATLANTIC STREET
Portland East	441-1496480-001	034	4730	015	10	90/03/06	\$10.20	1	SL-SE-0070	ATLANTIC STREET
Portland East	441-1496480-001	034	4730	015	04H	95/01/27	\$10.20	1	SL-SE-0070	ATLANTIC STREET
Portland East	441-1500434-001	040	4730	016	1	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	2	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	3	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	5	03/04/26	\$18.90	1	SL-SC-0250	AUBURN STREET
Portland East	441-1500434-001	052	4730	016	10	02/06/27	\$18.90	1	SL-SC-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	11	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	15	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	048	4730	016	16	03/01/29	\$11.66	1	SL-SC-0100	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	17	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	19	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	052	4730	016	25	07/07/28	\$18.90	1	SL-SC-0250	AUBURN STREET
Portland East	441-1500434-001	051	4730	016	26	03/11/28	\$13.93	1	SL-SC-0150	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	29	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	31	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	32	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	052	4730	016	33	08/01/27	\$18.90	1	SL-SC-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	34	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	040	4730	016	36	78/10/12	\$17.56	1	SL-SE-0250	AUBURN STREET
Portland East	441-1500434-001	051	4730	016	40	11/04/28	\$13.93	1	SL-SC-0150	AUBURN STREET
Portland East	441-1500434-001	038	4730	016	42	78/09/11	\$12.96	1	SL-SE-0150	AUBURN STREET
Portland East	441-1500434-001	051	4730	016	43	02/07/28	\$13.93	1	SL-SC-0150	AUBURN STREET
Portland East	441-1500434-001	051	4730	016	44	01/03/28	\$13.93	1	SL-SC-0150	AUBURN STREET
Portland East	441-1500434-001	051	4730	016	51	07/12/29	\$13.93	1	SL-SC-0150	AUBURN STREET
Portland East	441-1500434-001	038	4730	016	55	78/10/04	\$12.96	1	SL-SE-0150	AUBURN STREET
Portland East	441-1500434-001	051	4730	016	59	05/01/27	\$13.93	1	SL-SC-0150	AUBURN STREET
Portland East	441-1500434-001	038	4730	016	60	78/10/04	\$12.96	1	SL-SE-0150	AUBURN STREET
Portland East	441-1500434-001	038	4730	016	65	78/10/04	\$12.96	1	SL-SE-0150	AUBURN STREET
Portland East	441-1500434-001	032	4730	018	3	80/12/15	\$9.31	1	SL-SE-0050	AUSTIN STREET
Portland East	441-1500434-002	049	4730	018	5	07/01/27	\$10.94	1	SL-SC-0050	AUSTIN STREET
Portland East	441-1500434-001	032	4730	018	8	80/12/15	\$9.31	1	SL-SE-0050	AUSTIN STREET
Portland East	441-1500434-001	032	4730	018	11	80/12/15	\$9.31	1	SL-SE-0050	AUSTIN STREET
Portland East	441-1500434-001	032	4730	019	2	80/12/30	\$9.31	1	SL-SE-0050	ABBY LANE
Portland East	441-1500434-001	049	4730	019	4	04/12/30	\$10.94	1	SL-SC-0050	ABBY LANE
Portland East	441-1500434-001	049	4730	019	6	08/03/27	\$10.94	1	SL-SC-0050	ABBY LANE
Portland East	441-1500434-001	032	4730	019	9	80/12/30	\$9.31	1	SL-SE-0050	ABBY LANE
Portland East	441-1500434-001	050	4730	019	10	03/09/26	\$10.92	1	SL-SC-0070	ABBY LANE
Portland East	441-1500434-001	049	4730	019	11	03/04/26	\$10.94	1	SL-SC-0050	ABBY LANE
Portland East	441-1500434-001	036	4730	021	1	90/03/23	\$11.28	1	SL-SE-0100	BROOKSIDE LINE
Portland East	441-1500434-001	036	4730	021	3	90/03/23	\$11.28	1	SL-SE-0100	BROOKSIDE LINE
Portland East	441-1500434-001	036	4730	021	4	90/03/23	\$11.28	1	SL-SE-0100	BROOKSIDE LINE
Portland East	441-1500434-001	032	4730	022	2	81/05/04	\$9.31	1	SL-SE-0050	BAILEY AVE
Portland East	441-1500434-001	032	4730	022	5	81/05/04	\$9.31	1	SL-SE-0050	BAILEY AVE
Portland East	441-1500434-001	050	4730	022	7	00/06/20	\$10.92	1	SL-SC-0070	BAILEY AVE
Portland East	441-1500434-001	032	4730	022	9	81/05/04	\$9.31	1	SL-SE-0050	BAILEY AVE
Portland East	441-1500434-001	032	4730	022	11	81/05/04	\$9.31	1	SL-SE-0050	BAILEY AVE
Portland East	441-1500434-001	040	4730	024	0.1	88/05/31	\$17.56	1	SL-SE-0250	BATES STREET
Portland East	441-1500434-001	040	4730	024	02	81/01/09	\$17.56	1	SL-SE-0250	BATES STREET
Portland East	441-1500434-001	040	4730	024	02.1	88/05/31	\$17.56	1	SL-SE-0250	BATES STREET
Portland East	441-1500434-001	040	4730	024	02.3	88/05/31	\$17.56	1	SL-SE-0250	BATES STREET
Portland East	441-1500434-001	040	4730	024	03	88/05/31	\$17.56	1	SL-SE-0250	BATES STREET
Portland East	441-1500434-001	040	4730	024	1H	88/05/31	\$17.56	1	SL-SE-0250	BATES STREET
Portland East	441-1500434-001	052	4730	025	1	07/10/27	\$18.90	1	SL-SC-0250	BAXTER BOULEVARD
Portland East	441-1500434-001	040	4730	025	2	77/11/18	\$17.56	1	SL-SE-0250	BAXTER BOULEVARD
Portland East	441-1500434-001	040	4730	025	3	77/11/18	\$17.56	1	SL-SE-0250	BAXTER BOULEVARD
Portland East	441-1500434-001	052	4730	025	4	07/12/29	\$18.90	1	SL-SC-0250	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	9	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	16	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	33	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	37	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	38	03/12/28	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	41	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	45	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	49	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	50	03/03/28	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	038	4730	025	51	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	52	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	57	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	040	4730	025	502	77/11/18	\$17.56	1	SL-SE-0250	BAXTER BOULEVARD
Portland East	441-1500434-001	052	4730	025	503	06/12/29	\$18.90	1	SL-SC-0250	BAXTER BOULEVARD
Portland East	441-1500434-001	052	4730	025	504	04/12/30	\$18.90	1	SL-SC-0250	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	506	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	507	11/04/28	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	508	03/04/26	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	509	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	0510	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	511	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	512	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	513	09/12/30	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	514	09/12/30	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	515	09/12/30	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	516	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	517	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	518	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	519	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	0520	09/12/30	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	522	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	523	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	524	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	525	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	526	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	527	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	528	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	529	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	0530	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	531	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	532	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	533	03/12/28	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	534	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	535	03/10/29	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	536	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	537	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	538	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	539	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	0540	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	541	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	542	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	543	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	544	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	545	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	546	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	547	06/12/29	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	548	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	549	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	0550	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	051	4730	025	551	06/02/25	\$13.93	1	SL-SC-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	552	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	553	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	554	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	555	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	556	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	038	4730	025	557	92/12/30	\$12.96	1	SL-SE-0150	BAXTER BOULEVARD
Portland East	441-1500434-001	032	4730	026	1	81/01/15	\$9.31	1	SL-SE-0050	BAY STREET
Portland East	441-1500434-001	032	4730	026	3	81/01/15	\$9.31	1	SL-SE-0050	BAY STREET
Portland East	441-1500434-001	032	4730	026	5	81/01/15	\$9.31	1	SL-SE-0050	BAY STREET
Portland East	441-1500434-001	032	4730	026	7	80/08/21	\$9.31	1	SL-SE-0050	BAY STREET
Portland East	441-1500434-001	049	4730	026	8	03/04/26	\$10.94	1	SL-SC-0050	BAY STREET
Portland East	441-1500434-001	032	4730	027	1	80/12/11	\$9.31	1	SL-SE-0050	BAY VIEW DRIVE
Portland East	441-1500434-001	032	4730	027	3	80/12/11	\$9.31	1	SL-SE-0050	BAY VIEW DRIVE
Portland East	441-1500434-001	032	4730	027	5	80/12/11	\$9.31	1	SL-SE-0050	BAY VIEW DRIVE
Portland East	441-1500434-001	032	4730	027	7	80/12/11	\$9.31	1	SL-SE-0050	BAY VIEW DRIVE
Portland East	441-1500434-001	032	4730	027	8	80/12/11	\$9.31	1	SL-SE-0050	BAY VIEW DRIVE
Portland East	441-1496480-001	034	4730	029	3	90/03/23	\$10.20	1	SL-SE-0070	BECKETT STREET
Portland East	441-1500434-001	032	4730	031	3	81/05/06	\$9.31	1	SL-SE-0050	BELL STREET
Portland East	441-1500434-001	032	4730	031	7	81/05/06	\$9.31	1	SL-SE-0050	BELL STREET
Portland East	441-1500434-001	032	4730	031	8	81/05/06	\$9.31	1	SL-SE-0050	BELL STREET
Portland East	441-1500434-001	032	4730	031	11	81/05/06	\$9.31	1	SL-SE-0050	BELL STREET
Portland East	441-1500434-001	049	4730	031	12	05/09/28	\$10.94	1	SL-SC-0050	BELL STREET
Portland East	441-1500434-001	036	4730	032	1	78/12/05	\$11.28	1	SL-SE-0100	BELMEADE ROAD
Portland East	441-1500434-001	045	4730	032	3	78/11/15	\$11.66	1	SL-SP-0100	BELMEADE ROAD
Portland East	441-1500434-001	032	4730	035	3	81/05/05	\$9.31	1	SL-SE-0050	BEAL STREET
Portland East	441-1500434-001	032	4730	035	4	81/05/05	\$9.31	1	SL-SE-0050	BEAL STREET
Portland East	441-1500434-001	032	4730	036	1	81/01/15	\$9.31	1	SL-SE-0050	BELMONT STREET
Portland East	441-1500434-001	049	4730	036	3	05/09/28	\$10.94	1	SL-SC-0050	BELMONT STREET
Portland East	441-1500434-001	032	4730	036	5	81/01/15	\$9.31	1	SL-SE-0050	BELMONT STREET
Portland East	441-1496480-001	050	4730	037	5	06/03/29	\$10.92	1	SL-SC-0070	BERWICK STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	032	4730	037	5	80/10/16	\$9.31	1	SL-SE-0050	BERWICK STREET
Portland East	441-1500434-001	045	4730	037	501.1	00/05/28	\$11.66	1	SL-SP-0100	BERWICK STREET
Portland East	441-1500434-001	045	4730	037	502.1	00/05/28	\$11.66	1	SL-SP-0100	BERWICK STREET
Portland East	441-1500434-001	045	4730	037	503.1	00/05/28	\$11.66	1	SL-SP-0100	BERWICK STREET
Portland East	441-1500434-001	045	4730	037	505	00/05/28	\$11.66	1	SL-SP-0100	BERWICK STREET
Portland East	441-1500434-001	045	4730	037	505	00/05/28	\$11.66	1	SL-SP-0100	BERWICK STREET
Portland East	441-1500434-001	045	4730	037	506	00/05/28	\$11.66	1	SL-SP-0100	BERWICK STREET
Portland East	441-1500434-001	032	4730	040	1	80/11/20	\$9.31	1	SL-SE-0050	BISMARCK STREET
Portland East	441-1500434-001	049	4730	040	3	03/04/26	\$10.94	1	SL-SC-0050	BISMARCK STREET
Portland East	441-1496480-001	036	4730	041	1	90/03/23	\$11.28	1	SL-SE-0100	BOYD STREET
Portland East	441-1857709-001	042	4730	041	4	88/12/12	\$17.99	1	SL-SF-0250	BOYD STREET
Portland East	441-1857709-001	043	4730	041	4	88/12/12	\$22.64	1	SL-SF-0400	BOYD STREET
Portland East	441-1496480-001	038	4730	041	5	90/03/23	\$12.96	1	SL-SE-0150	BOYD STREET
Portland East	441-1857709-001	042	4730	041	6	88/12/12	\$17.99	1	SL-SF-0250	BOYD STREET
Portland East	441-1857709-001	042	4730	041	7	88/12/12	\$17.99	1	SL-SF-0250	BOYD STREET
Portland East	441-1857709-001	042	4730	041	8	88/12/12	\$17.99	1	SL-SF-0250	BOYD STREET
Portland East	441-1857709-001	042	4730	041	8.1	88/12/12	\$10.20	1	SL-SE-0070	BOYD STREET
Portland East	441-1857709-001	034	4730	041	8.2	88/12/12	\$10.20	1	SL-SE-0070	BOYD STREET
Portland East	441-1857709-001	034	4730	041	8.3	88/12/12	\$10.20	1	SL-SE-0070	BOYD STREET
Portland East	441-1857709-001	034	4730	041	3H	01/10/27	\$11.66	1	SL-SC-0100	BOYD STREET
Portland East	441-1496480-001	048	4730	041	8.35	88/12/12	\$10.20	1	SL-SE-0070	BOYD STREET
Portland East	441-1857709-001	034	4730	041	8.35	88/12/12	\$10.20	1	SL-SE-0070	BOYD STREET
Portland East	441-1500434-001	032	4730	043	2	81/05/05	\$9.31	1	SL-SE-0050	BRAINTREE STREET
Portland East	441-1500434-001	045	4730	043	501.1	00/05/28	\$11.66	1	SL-SP-0100	BRAINTREE STREET
Portland East	441-1500434-001	045	4730	043	501.2	00/05/28	\$11.66	1	SL-SP-0100	BRAINTREE STREET
Portland East	441-1500434-001	045	4730	043	502.01	00/05/28	\$11.66	1	SL-SP-0100	BRAINTREE STREET
Portland East	441-1500434-001	045	4730	043	502.1	00/05/28	\$11.66	1	SL-SP-0100	BRAINTREE STREET
Portland East	441-1500434-001	032	4730	046	01	81/05/01	\$9.31	1	SL-SE-0050	BROADWAY
Portland East	441-1500434-001	032	4730	046	2	81/05/01	\$9.31	1	SL-SE-0050	BROADWAY
Portland East	441-1500434-001	032	4730	046	02	81/05/01	\$9.31	1	SL-SE-0050	BROADWAY
Portland East	441-1500434-001	032	4730	046	03	81/05/01	\$9.31	1	SL-SE-0050	BROADWAY
Portland East	441-1500434-001	036	4730	046	04	78/06/08	\$11.28	1	SL-SE-0100	BROADWAY
Portland East	441-1500434-001	036	4730	046	05	78/06/16	\$11.28	1	SL-SE-0100	BROADWAY
Portland East	441-1500434-001	032	4730	046	6	81/05/01	\$9.31	1	SL-SE-0050	BROADWAY
Portland East	441-1500434-001	032	4730	046	3H	81/05/01	\$9.31	1	SL-SE-0050	BROADWAY
Portland East	441-1500434-001	049	4730	047	2	08/03/27	\$10.94	1	SL-SC-0050	BROOK ROAD
Portland East	441-1500434-001	032	4730	047	5	80/12/11	\$9.31	1	SL-SE-0050	BROOK ROAD
Portland East	441-1500434-001	032	4730	047	7	80/12/11	\$9.31	1	SL-SE-0050	BROOK ROAD
Portland East	441-1500434-001	032	4730	047	9	80/12/11	\$9.31	1	SL-SE-0050	BROOK ROAD
Portland East	441-1500434-001	032	4730	047	11	80/12/11	\$9.31	1	SL-SE-0050	BROOK ROAD
Portland East	441-1500434-001	032	4730	048	1	80/12/17	\$9.31	1	SL-SE-0050	BROOKSIDE ROAD
Portland East	441-1500434-001	032	4730	048	3	80/12/17	\$9.31	1	SL-SE-0050	BROOKSIDE ROAD
Portland East	441-1500434-001	032	4730	048	5	80/12/17	\$9.31	1	SL-SE-0050	BROOKSIDE ROAD
Portland East	441-1500434-001	032	4730	048	7	80/12/17	\$9.31	1	SL-SE-0050	BROOKSIDE ROAD
Portland East	441-1500434-001	032	4730	048	9	80/12/17	\$9.31	1	SL-SE-0050	BROOKSIDE ROAD
Portland East	441-1500434-001	032	4730	048	11	80/12/17	\$9.31	1	SL-SE-0050	BROOKSIDE ROAD
Portland East	441-1496480-001	047	4730	049	1	90/06/03	\$20.27	1	SL-SD-0250	BROWN STREET
Portland East	441-1496480-001	047	4730	049	2	90/06/03	\$20.27	1	SL-SD-0250	BROWN STREET
Portland East	441-1496480-001	038	4730	049	3	91/12/28	\$12.96	1	SL-SE-0150	BROWN STREET
Portland East	441-1496480-001	038	4730	049	4	91/12/28	\$12.96	1	SL-SE-0150	BROWN STREET
Portland East	441-1496480-001	038	4730	049	5	91/12/28	\$12.96	1	SL-SE-0150	BROWN STREET
Portland East	441-1496480-001	038	4730	049	6	91/12/28	\$12.96	1	SL-SE-0150	BROWN STREET
Portland East	441-1496480-001	038	4730	049	7	91/12/28	\$12.96	1	SL-SE-0150	BROWN STREET
Portland East	441-1496480-001	047	4730	049	1H	90/06/03	\$20.27	1	SL-SD-0250	BROWN STREET
Portland East	441-1496480-001	047	4730	049	2H	90/06/03	\$20.27	1	SL-SD-0250	BROWN STREET
Portland East	441-1500434-001	036	4730	051	1	79/02/28	\$11.28	1	SL-SE-0100	BRYANT STREET
Portland East	441-1500434-001	036	4730	051	2	79/02/28	\$11.28	1	SL-SE-0100	BRYANT STREET
Portland East	441-1500434-001	048	4730	051	4	04/12/30	\$11.66	1	SL-SC-0100	BRYANT STREET
Portland East	441-1500434-001	032	4730	052	1	80/12/11	\$9.31	1	SL-SE-0050	BYFIELD ROAD
Portland East	441-1500434-001	032	4730	052	2	80/12/11	\$9.31	1	SL-SE-0050	BYFIELD ROAD
Portland East	441-1500434-001	032	4730	052	3	80/12/11	\$9.31	1	SL-SE-0050	BYFIELD ROAD
Portland East	441-1500434-001	032	4730	052	4	80/12/11	\$9.31	1	SL-SE-0050	BYFIELD ROAD
Portland East	441-1500434-001	032	4730	054	2	80/12/17	\$9.31	1	SL-SE-0050	BERNARD ROAD
Portland East	441-1500434-001	032	4730	054	4	80/12/17	\$9.31	1	SL-SE-0050	BERNARD ROAD
Portland East	441-1500434-001	032	4730	057	1	80/12/19	\$9.31	1	SL-SE-0050	ALPINE ROAD
Portland East	441-1500434-001	032	4730	057	2	80/12/19	\$9.31	1	SL-SE-0050	ALPINE ROAD
Portland East	441-1500434-001	032	4730	057	4	80/12/19	\$9.31	1	SL-SE-0050	ALPINE ROAD
Portland East	441-1500434-001	032	4730	057	6	80/12/19	\$9.31	1	SL-SE-0050	ALPINE ROAD
Portland East	441-1500434-001	032	4730	057	8	80/12/19	\$9.31	1	SL-SE-0050	ALPINE ROAD
Portland East	441-1500434-001	032	4730	058	2	80/12/19	\$9.31	1	SL-SE-0050	BONNY STREET
Portland East	441-1500434-001	032	4730	059	4	90/03/23	\$9.31	1	SL-SE-0050	CAMBRIDGE STREET
Portland East	441-1500434-001	038	4730	060	4	80/12/19	\$12.96	1	SL-SE-0150	CANCO ROAD
Portland East	441-1500434-001	038	4730	060	8	80/12/19	\$12.96	1	SL-SE-0150	CANCO ROAD
Portland East	441-1500434-001	038	4730	060	18	80/12/19	\$12.96	1	SL-SE-0150	CANCO ROAD
Portland East	441-1500434-001	038	4730	060	20	80/12/19	\$12.96	1	SL-SE-0150	CANCO ROAD
Portland East	441-1500434-001	038	4730	060	22	80/12/19	\$12.96	1	SL-SE-0150	CANCO ROAD
Portland East	441-1500434-001	038	4730	060	24	80/12/19	\$12.96	1	SL-SE-0150	CANCO ROAD
Portland East	441-1500434-001	038	4730	060	25	80/12/19	\$12.96	1	SL-SE-0150	CANCO ROAD
Portland East	441-1500434-001	049	4730	066	1	05/12/30	\$10.94	1	SL-SC-0050	CARLYLE ROAD
Portland East	441-1500434-001	032	4730	066	3	80/10/07	\$9.31	1	SL-SE-0050	CARLYLE ROAD
Portland East	441-1500434-001	049	4730	066	5	09/12/30	\$10.94	1	SL-SC-0050	CARLYLE ROAD

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	049	4730	066	6	09/12/30	\$10.94	1	SL-SC-0050	CARLYLE ROAD
Portland East	441-1500434-001	032	4730	066	7	80/10/07	\$9.31	1	SL-SE-0050	CARLYLE ROAD
Portland East	441-1500434-001	032	4730	066	9	80/10/07	\$9.31	1	SL-SE-0050	CARLYLE ROAD
Portland East	441-1500434-001	032	4730	066	10	80/10/07	\$9.31	1	SL-SE-0050	CARLYLE ROAD
Portland East	441-1496480-001	034	4730	067	1	82/06/14	\$10.20	1	SL-SE-0070	CASCO STREET
Portland East	441-1496480-001	034	4730	067	2	82/06/14	\$10.20	1	SL-SE-0070	CASCO STREET
Portland East	441-1496480-001	034	4730	067	3	82/06/14	\$10.20	1	SL-SE-0070	CASCO STREET
Portland East	441-1496480-001	034	4730	067	4	82/06/14	\$10.20	1	SL-SE-0070	CASCO STREET
Portland East	441-1496480-001	038	4730	069	1	91/12/28	\$12.96	1	SL-SE-0150	CENTER STREET
Portland East	441-1496480-001	047	4730	069	01	91/12/28	\$20.27	1	SL-SD-0250	CENTER STREET
Portland East	441-1496480-001	032	4730	069	2	96/11/28	\$9.31	1	SL-SE-0050	CENTER STREET
Portland East	441-1496480-001	038	4730	069	2	91/12/28	\$12.96	1	SL-SE-0150	CENTER STREET
Portland East	441-1496480-001	047	4730	069	02	91/12/28	\$20.27	1	SL-SD-0250	CENTER STREET
Portland East	441-1496480-001	047	4730	069	03	91/12/28	\$20.27	1	SL-SD-0250	CENTER STREET
Portland East	441-1496480-001	032	4730	069	4	96/11/28	\$9.31	1	SL-SE-0050	CENTER STREET
Portland East	441-1496480-001	040	4730	069	5	91/12/28	\$17.56	1	SL-SE-0250	CENTER STREET
Portland East	441-1496480-001	036	4730	069	6	91/12/28	\$11.28	1	SL-SE-0100	CENTER STREET
Portland East	441-1496480-001	036	4730	069	8	91/12/28	\$11.28	1	SL-SE-0100	CENTER STREET
Portland East	441-1496480-001	036	4730	069	9	91/12/28	\$11.28	1	SL-SE-0100	CENTER STREET
Portland East	441-1496480-001	036	4730	069	501	91/12/28	\$20.27	1	SL-SD-0250	CENTER STREET
Portland East	441-1496480-001	047	4730	069	502	91/12/28	\$20.27	1	SL-SD-0250	CENTER STREET
Portland East	441-1496480-001	047	4730	069	503	91/12/28	\$20.27	1	SL-SD-0250	CENTER STREET
Portland East	441-1496480-001	047	4730	069	701	91/12/28	\$20.27	1	SL-SD-0250	CENTER STREET
Portland East	441-1500434-001	032	4730	071	2	85/02/28	\$9.31	1	SL-SE-0050	CYPRESS STREET
Portland East	441-1500434-001	032	4730	071	4	85/02/28	\$9.31	1	SL-SE-0050	CYPRESS STREET
Portland East	441-1500434-001	032	4730	071	5	85/02/28	\$9.31	1	SL-SE-0050	CYPRESS STREET
Portland East	441-1500434-001	049	4730	071	6	04/10/28	\$10.94	1	SL-SC-0050	CYPRESS STREET
Portland East	441-1500434-001	032	4730	073	1	81/12/17	\$9.31	1	SL-SE-0050	CHAPMAN STREET
Portland East	441-1500434-001	032	4730	073	1.1	81/12/17	\$9.31	1	SL-SE-0050	CHAPMAN STREET
Portland East	441-1500434-001	032	4730	075	1	80/12/11	\$9.31	1	SL-SE-0050	CHENERY STREET
Portland East	441-1500434-001	032	4730	075	3	80/12/11	\$9.31	1	SL-SE-0050	CHENERY STREET
Portland East	441-1500434-001	032	4730	075	4	80/12/11	\$9.31	1	SL-SE-0050	CHENERY STREET
Portland East	441-1500434-001	032	4730	075	4	80/12/11	\$9.31	1	SL-SE-0050	CHENERY STREET
Portland East	441-1500434-001	032	4730	075	6	80/12/11	\$9.31	1	SL-SE-0050	CHENERY STREET
Portland East	441-1500434-001	049	4730	075	8	11/06/26	\$10.94	1	SL-SC-0050	CHENERY STREET
Portland East	441-1500434-001	032	4730	075	10	80/12/11	\$9.31	1	SL-SE-0050	CHENERY STREET
Portland East	441-1500434-001	032	4730	075	11	80/12/11	\$9.31	1	SL-SE-0050	CHENERY STREET
Portland East	441-1500434-001	032	4730	076	2	80/12/19	\$9.31	1	SL-SE-0050	CHESLEY AVENUE
Portland East	441-1500434-001	032	4730	076	4	80/12/19	\$9.31	1	SL-SE-0050	CHESLEY AVENUE
Portland East	441-1500434-001	032	4730	076	6	80/12/19	\$9.31	1	SL-SE-0050	CHESLEY AVENUE
Portland East	441-1500434-001	032	4730	076	8	80/12/19	\$9.31	1	SL-SE-0050	CHESLEY AVENUE
Portland East	441-1500434-001	032	4730	076	10	80/12/19	\$9.31	1	SL-SE-0050	CHESLEY AVENUE
Portland East	441-1496480-001	048	4730	078	4	06/02/25	\$11.66	1	SL-SC-0100	CHESTNUT STREET
Portland East	441-1496480-001	036	4730	078	5	87/07/17	\$11.28	1	SL-SE-0100	CHESTNUT STREET
Portland East	441-1496480-001	042	4730	078	7	05/11/30	\$17.99	1	SL-SF-0250	CHESTNUT STREET
Portland East	441-1496480-001	036	4730	078	11	87/07/20	\$11.28	1	SL-SE-0100	CHESTNUT STREET
Portland East	441-1496480-001	036	4730	078	12	87/07/20	\$11.28	1	SL-SE-0100	CHESTNUT STREET
Portland East	441-1500434-001	032	4730	080	2	80/12/22	\$9.31	1	SL-SE-0050	CLAYTON STREET
Portland East	441-1500434-001	032	4730	080	4	80/12/22	\$9.31	1	SL-SE-0050	CLAYTON STREET
Portland East	441-1500434-001	032	4730	080	6	80/12/22	\$9.31	1	SL-SE-0050	CLAYTON STREET
Portland East	441-1496480-001	036	4730	081	1	90/03/09	\$11.28	1	SL-SE-0100	CLEEVE STREET
Portland East	441-1496480-001	036	4730	081	3	90/03/07	\$11.28	1	SL-SE-0100	CLEEVE STREET
Portland East	441-1500434-001	032	4730	082	1	80/12/08	\$9.31	1	SL-SE-0050	CLEVELAND STREET
Portland East	441-1500434-001	049	4730	082	2	99/12/29	\$10.94	1	SL-SC-0050	CLEVELAND STREET
Portland East	441-1500434-001	034	4730	083	1	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	3	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	5	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	6	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	050	4730	083	7	09/12/30	\$10.92	1	SL-SC-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	8	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	12	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	13	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	16	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	17	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	050	4730	083	22	09/12/30	\$10.92	1	SL-SC-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	23	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	034	4730	083	25	80/12/08	\$10.20	1	SL-SE-0070	CLIFTON STREET
Portland East	441-1500434-001	032	4730	083	25.1	82/02/05	\$9.31	1	SL-SE-0050	CLIFTON STREET
Portland East	441-1500434-001	050	4730	083	27	03/04/26	\$10.92	1	SL-SC-0070	CLIFTON STREET
Portland East	441-1500434-001	032	4730	083	28	80/12/05	\$9.31	1	SL-SE-0050	CLIFTON STREET
Portland East	441-1500434-001	032	4730	085	1	80/12/22	\$9.31	1	SL-SE-0050	CODMAN STREET
Portland East	441-1500434-001	032	4730	085	3	80/12/22	\$9.31	1	SL-SE-0050	CODMAN STREET
Portland East	441-1500434-001	032	4730	085	5	80/12/22	\$9.31	1	SL-SE-0050	CODMAN STREET
Portland East	441-1500434-001	049	4730	085	7	09/12/30	\$10.94	1	SL-SC-0050	CODMAN STREET
Portland East	441-1500434-001	032	4730	085	9	80/12/22	\$9.31	1	SL-SE-0050	CODMAN STREET
Portland East	441-1500434-001	032	4730	085	10	85/11/13	\$9.31	1	SL-SE-0050	CODMAN STREET
Portland East	441-1500434-001	034	4730	085	9H	80/12/22	\$10.20	1	SL-SE-0070	CODMAN STREET
Portland East	441-1496480-001	038	4730	086	1	82/02/16	\$12.96	1	SL-SE-0150	COMMERCIAL STREET
Portland East	441-1496480-001	043	4730	086	1	02/10/27	\$22.64	1	SL-SF-0400	COMMERCIAL STREET
Portland East	441-1496480-001	043	4730	086	1.4	96/01/27	\$22.64	1	SL-SF-0400	COMMERCIAL STREET
Portland East	441-1496480-001	043	4730	086	1.5	96/01/27	\$22.64	1	SL-SF-0400	COMMERCIAL STREET
Portland East	441-1496480-001	038	4730	086	2	82/02/16	\$12.96	1	SL-SE-0150	COMMERCIAL STREET

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

Conversion of City Street Lights to LED Fixtures Transfer of Ownership from Utility to Municipality

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	511	4730	089	575	98/05/28	\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland East	441-1496480-001	512	4730	089	575	98/05/28	\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland East	441-1496480-001	512	4730	089	575	98/05/28	\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland East	441-1496480-001	511	4730	089	576	98/05/28	\$5.92	1	SL-HE-0250 EO	CONGRESS STREET
Portland East	441-1496480-001	512	4730	089	576	98/05/28	\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland East	441-1496480-001	512	4730	089	576	98/05/28	\$1.88	1	SL-HE-0070 EO	CONGRESS STREET
Portland East	441-1510154-001	038	4730	089	0000.3C.	90/02/01	\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland East	441-1510154-001	038	4730	089	0000.4C.	90/02/01	\$12.96	1	SL-SE-0150	CONGRESS STREET
Portland East	441-1500434-001	034	4730	090	00000000	94/12/29	\$10.20	1	SL-SE-0070	COOLIDGE AVENUE
Portland East	441-1500434-001	049	4730	090	1	04/10/28	\$10.94	1	SL-SC-0050	COOLIDGE AVENUE
Portland East	441-1500434-001	032	4730	090	5	90/03/23	\$9.31	1	SL-SE-0050	COOLIDGE AVENUE
Portland East	441-1500434-001	032	4730	090	9	90/03/23	\$9.31	1	SL-SE-0050	COOLIDGE AVENUE
Portland East	441-1500434-001	050	4730	090	9	00/06/20	\$10.92	1	SL-SC-0070	COOLIDGE AVENUE
Portland East	441-1500434-001	050	4730	090	9	00/06/20	\$10.92	1	SL-SC-0070	COOLIDGE AVENUE
Portland East	441-1496480-001	047	4730	093	10	91/12/28	\$20.27	1	SL-SD-0250	COTTON STREET
Portland East	441-1496480-001	047	4730	093	11	91/12/28	\$20.27	1	SL-SD-0250	COTTON STREET
Portland East	441-1496480-001	047	4730	093	12	91/12/28	\$20.27	1	SL-SD-0250	COTTON STREET
Portland East	441-1496480-001	047	4730	093	13	91/12/28	\$20.27	1	SL-SD-0250	COTTON STREET
Portland East	441-1496480-001	034	4730	095	5	90/03/26	\$10.20	1	SL-SE-0070	COVE STREET
Portland East	441-1496480-001	034	4730	095	8	90/03/26	\$10.20	1	SL-SE-0070	COVE STREET
Portland East	441-1500434-001	048	4730	096	1	07/01/27	\$11.66	1	SL-SC-0100	COYLE STREET
Portland East	441-1500434-001	032	4730	096	2	90/03/23	\$9.31	1	SL-SE-0050	COYLE STREET
Portland East	441-1500434-001	032	4730	096	3	90/03/23	\$9.31	1	SL-SE-0050	COYLE STREET
Portland East	441-1500434-001	032	4730	096	5	81/01/22	\$9.31	1	SL-SE-0050	COYLE STREET
Portland East	441-1500434-001	032	4730	096	6	81/01/21	\$9.31	1	SL-SE-0050	COYLE STREET
Portland East	441-1500434-001	049	4730	096	7	09/12/30	\$10.94	1	SL-SC-0050	COYLE STREET
Portland East	441-1500434-001	032	4730	096	8	81/01/21	\$9.31	1	SL-SE-0050	COYLE STREET
Portland East	441-0022135-018	008	4730	096	8.1	14/04/16	\$10.78	1	SL-MO-0100	COYLE STREET
Portland East	441-1500434-001	034	4730	096	1H	90/03/23	\$10.20	1	SL-SE-0070	COYLE STREET
Portland East	441-1500434-001	032	4730	098	2	80/12/11	\$9.31	1	SL-SE-0050	ARUNDEL ROAD
Portland East	441-1496480-001	036	4730	099	1	96/07/28	\$11.28	1	SL-SE-0100	CROSS STREET
Portland East	441-1496480-001	049	4730	100	9	04/10/29	\$10.94	1	SL-SC-0050	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	14	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	26	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	27	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	28	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	30	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	043	4730	100	32	98/03/27	\$22.64	1	SL-SF-0400	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	33	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	043	4730	100	34	98/03/27	\$22.64	1	SL-SF-0400	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	35	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	764	4730	100	35.1	07/07/28	\$32.90	1	SL-HS-0175-ESPLND	CUMBERLAND AVENUE
Portland East	441-1496480-001	764	4730	100	35.2	07/07/28	\$32.90	1	SL-HS-0175-ESPLND	CUMBERLAND AVENUE
Portland East	441-1496480-001	764	4730	100	35.3	07/07/28	\$32.90	1	SL-HS-0175-ESPLND	CUMBERLAND AVENUE
Portland East	441-1496480-001	051	4730	100	38	02/08/29	\$13.93	1	SL-SC-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	038	4730	100	39	83/03/17	\$12.96	1	SL-SE-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	051	4730	100	46	03/04/26	\$13.93	1	SL-SC-0150	CUMBERLAND AVENUE
Portland East	441-1496480-001	045	4730	100	76.11	90/11/05	\$11.66	1	SL-SP-0100	CUMBERLAND AVENUE
Portland East	441-1496480-001	045	4730	100	76.12	90/11/05	\$11.66	1	SL-SP-0100	CUMBERLAND AVENUE
Portland East	441-1500434-001	034	4730	106	1	90/03/16	\$10.20	1	SL-SE-0070	CARTER STREET
Portland East	441-1500434-001	032	4730	106	2	80/12/22	\$9.31	1	SL-SE-0050	CARTER STREET
Portland East	441-1500434-001	032	4730	106	4	80/12/22	\$9.31	1	SL-SE-0050	CARTER STREET
Portland East	441-1500434-001	049	4730	106	6	06/12/29	\$10.94	1	SL-SC-0050	CARTER STREET
Portland East	441-1500434-001	032	4730	106	8	80/12/22	\$9.31	1	SL-SE-0050	CARTER STREET
Portland East	441-1500434-001	032	4730	106	10	80/12/22	\$9.31	1	SL-SE-0050	CARTER STREET
Portland East	441-1500434-001	036	4730	106	11	73/05/01	\$11.28	1	SL-SE-0100	CARTER STREET
Portland East	441-1500434-001	036	4730	106	13	90/03/23	\$11.28	1	SL-SE-0100	CARTER STREET
Portland East	441-1500434-001	036	4730	106	14	73/05/01	\$11.28	1	SL-SE-0100	CARTER STREET
Portland East	441-1496480-001	038	4730	107	1	91/12/28	\$12.96	1	SL-SE-0150	CUTTER STREET
Portland East	441-1496480-001	038	4730	107	2	91/12/28	\$12.96	1	SL-SE-0150	CUTTER STREET
Portland East	441-1510154-001	036	4730	108	008.2.1	90/02/01	\$11.28	1	SL-SE-0100	CUTTER ST (PVT)
Portland East	441-1510154-001	036	4730	108	008.3.G	90/02/01	\$11.28	1	SL-SE-0100	CUTTER ST (PVT)
Portland East	441-1510154-001	043	4730	109	0000000.	95/01/30	\$22.64	1	SL-SF-0400	
Portland East	441-1510154-001	043	4730	109	00000000	94/12/29	\$22.64	1	SL-SF-0400	
Portland East	441-1500434-001	032	4730	110	1	80/10/06	\$9.31	1	SL-SE-0050	CARON STREET
Portland East	441-1500434-001	032	4730	110	3	80/10/06	\$9.31	1	SL-SE-0050	CARON STREET
Portland East	441-1500434-001	032	4730	110	5	80/10/06	\$9.31	1	SL-SE-0050	CARON STREET
Portland East	441-1500434-001	049	4730	110	6	07/10/27	\$10.94	1	SL-SC-0050	CARON STREET
Portland East	441-1500434-001	032	4730	110	7	80/10/06	\$9.31	1	SL-SE-0050	CARON STREET
Portland East	441-1500434-001	036	4730	110	10	79/09/11	\$11.28	1	SL-SE-0100	CARON STREET
Portland East	441-1500434-001	045	4730	110	701.1	98/03/27	\$11.66	1	SL-SP-0100	CARON STREET
Portland East	441-1500434-001	045	4730	110	701.2	98/03/27	\$11.66	1	SL-SP-0100	CARON STREET
Portland East	441-1500434-001	045	4730	110	702.1	98/03/27	\$11.66	1	SL-SP-0100	CARON STREET
Portland East	441-1500434-001	045	4730	110	703.1	98/03/27	\$11.66	1	SL-SP-0100	CARON STREET
Portland East	441-1500434-001	045	4730	110	704.1	01/09/11	\$11.66	1	SL-SP-0100	CARON STREET
Portland East	441-1500434-001	045	4730	110	705.1	01/09/11	\$11.66	1	SL-SP-0100	CARON STREET
Portland East	441-1500434-001	045	4730	110	706.1	01/09/11	\$11.66	1	SL-SP-0100	CARON STREET
Portland East	441-1500434-001	032	4730	111	3	81/10/08	\$9.31	1	SL-SE-0050	CURTIS ROAD
Portland East	441-1500434-001	032	4730	111	5	81/10/08	\$9.31	1	SL-SE-0050	CURTIS ROAD
Portland East	441-1500434-001	032	4730	111	7	81/10/08	\$9.31	1	SL-SE-0050	CURTIS ROAD
Portland East	441-1500434-001	049	4730	111	8	04/10/28	\$10.94	1	SL-SC-0050	CURTIS ROAD

#N/A

#N/A

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	032	4730	111	9	81/10/08	\$9.31	1	SL-SE-0050	CURTIS ROAD
Portland East	441-1500434-001	032	4730	111	11	81/10/08	\$9.31	1	SL-SE-0050	CURTIS ROAD
Portland East	441-1500434-001	045	4730	111	12.01	86/12/08	\$11.66	1	SL-SP-0100	CURTIS ROAD
Portland East	441-1500434-001	045	4730	111	12.1	86/12/08	\$11.66	1	SL-SP-0100	CURTIS ROAD
Portland East	441-1500434-001	045	4730	111	12.2	86/12/08	\$11.66	1	SL-SP-0100	CURTIS ROAD
Portland East	441-1500434-001	032	4730	112	1	90/03/16	\$9.31	1	SL-SE-0050	CRESTVIEW DRIVE
Portland East	441-1500434-001	036	4730	112	3	78/12/05	\$11.28	1	SL-SE-0100	CRESTVIEW DRIVE
Portland East	441-1500434-001	032	4730	112	5	90/03/16	\$9.31	1	SL-SE-0050	CRESTVIEW DRIVE
Portland East	441-1500434-001	045	4730	112	501.1	05/08/02	\$11.66	1	SL-SP-0100	CRESTVIEW DRIVE
Portland East	441-1500434-001	045	4730	112	502.1	05/08/02	\$11.66	1	SL-SP-0100	CRESTVIEW DRIVE
Portland East	441-1500434-001	050	4730	112	H	08/03/27	\$10.92	1	SL-SC-0070	CRESTVIEW DRIVE
Portland East	441-1500434-001	050	4730	113	1	11/06/20	\$10.92	1	SL-SC-0070	DOVER AVENUE
Portland East	441-1500434-001	034	4730	115	1	89/10/04	\$10.20	1	SL-SE-0070	DAKOTA STREET
Portland East	441-1500434-001	032	4730	116	1	80/10/23	\$9.31	1	SL-SE-0050	DALTON STREET
Portland East	441-1500434-001	032	4730	116	3	80/10/23	\$9.31	1	SL-SE-0050	DALTON STREET
Portland East	441-1500434-001	032	4730	116	4	80/10/23	\$9.31	1	SL-SE-0050	DALTON STREET
Portland East	441-1496480-001	040	4730	118	2	83/06/22	\$17.56	1	SL-SE-0250	DANFORTH STREET
Portland East	441-1496480-001	040	4730	118	2	82/07/16	\$17.56	1	SL-SE-0250	DANFORTH STREET
Portland East	441-1496480-001	040	4730	118	04	96/07/28	\$17.56	1	SL-SE-0250	DANFORTH STREET
Portland East	441-1496480-001	052	4730	118	05	09/12/30	\$18.90	1	SL-SC-0250	DANFORTH STREET
Portland East	441-1496480-001	032	4730	118	05.1	96/07/28	\$9.31	1	SL-SE-0050	DANFORTH STREET
Portland East	441-1496480-001	040	4730	118	07	82/07/16	\$17.56	1	SL-SE-0250	DANFORTH STREET
Portland East	441-1496480-001	040	4730	118	08	82/07/16	\$17.56	1	SL-SE-0250	DANFORTH STREET
Portland East	441-1496480-001	040	4730	118	010	82/07/16	\$17.56	1	SL-SE-0250	DANFORTH STREET
Portland East	441-1500434-001	038	4730	119	1	92/12/30	\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland East	441-1500434-001	038	4730	119	4	80/12/30	\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland East	441-1500434-001	038	4730	119	6	80/12/30	\$12.96	1	SL-SE-0150	DARTMOUTH STREET
Portland East	441-1500434-001	049	4730	121	1	05/01/27	\$10.94	1	SL-SC-0050	DEDDHAM STREET
Portland East	441-1500434-001	049	4730	121	4	06/02/25	\$10.94	1	SL-SC-0050	DEDDHAM STREET
Portland East	441-1500434-001	049	4730	123	4	06/10/27	\$10.94	1	SL-SC-0050	GRASSMERE/PREBLE TAP
Portland East	441-1500434-001	032	4730	123	5	82/05/11	\$9.31	1	SL-SE-0050	GRASSMERE/PREBLE TAP
Portland East	441-1500434-001	032	4730	123	7	09/01/28	\$10.94	1	SL-SC-0050	GRASSMERE/PREBLE TAP
Portland East	441-1500434-001	036	4730	123	10	90/03/23	\$11.28	1	SL-SE-0100	GRASSMERE/PREBLE TAP
Portland East	441-1500434-001	049	4730	125	2	99/12/27	\$10.94	1	SL-SC-0050	DEMEREST STREET
Portland East	441-1500434-001	036	4730	125	4	90/03/22	\$11.28	1	SL-SE-0100	DEMEREST STREET
Portland East	441-1500434-001	032	4730	127	2	90/03/23	\$9.31	1	SL-SE-0050	DRAKE STREET
Portland East	441-1500434-001	032	4730	128	1	90/03/23	\$9.31	1	SL-SE-0050	DUDLEY STREET
Portland East	441-1496480-001	036	4730	131	2	90/03/26	\$11.28	1	SL-SE-0100	DIAMOND STREET
Portland East	441-1496480-001	048	4730	131	4	05/04/28	\$11.66	1	SL-SC-0100	DIAMOND STREET
Portland East	441-1500434-001	034	4730	132	1	90/03/08	\$10.20	1	SL-SE-0070	DOLE DRIVE
Portland East	441-1500434-001	034	4730	132	2	90/03/08	\$10.20	1	SL-SE-0070	DOLE DRIVE
Portland East	441-1500434-001	034	4730	132	3	90/03/08	\$10.20	1	SL-SE-0070	DOLE DRIVE
Portland East	441-1500434-001	034	4730	132	4	90/03/08	\$10.20	1	SL-SE-0070	DOLE DRIVE
Portland East	441-1500434-001	045	4730	132	6.1	90/03/14	\$11.66	1	SL-SP-0100	DOLE DRIVE
Portland East	441-1500434-001	045	4730	132	7.01	90/03/14	\$11.66	1	SL-SP-0100	DOLE DRIVE
Portland East	441-1500434-001	045	4730	132	7.1	90/03/14	\$11.66	1	SL-SP-0100	DOLE DRIVE
Portland East	441-1500434-001	045	4730	132	8.1	90/03/14	\$11.66	1	SL-SP-0100	DOLE DRIVE
Portland East	441-1500434-001	045	4730	132	9.01	89/03/14	\$11.66	1	SL-SP-0100	DOLE DRIVE
Portland East	441-1500434-001	045	4730	132	9.1	90/03/14	\$11.66	1	SL-SP-0100	DOLE DRIVE
Portland East	441-1500434-001	045	4730	132	95	90/03/14	\$11.66	1	SL-SP-0100	DOLE DRIVE
Portland East	441-1496480-001	032	4730	137	1	91/12/28	\$9.31	1	SL-SE-0050	EAST COVE STREET
Portland East	441-1496480-001	038	4730	139	00	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	000	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	036	4730	139	1	96/07/28	\$11.28	1	SL-SE-0100	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	0001	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	002	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	0002	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	03	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	003	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	0003	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	04	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	048	4730	139	004	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	4.1	05/10/28	\$11.66	1	SL-SC-0100	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	05	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	005	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	0005	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	06	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	006	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	0006	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	07	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	007	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	0007	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	036	4730	139	8	91/12/28	\$11.28	1	SL-SE-0100	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	08	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	008	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	0008	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	09	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	009	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	038	4730	139	0009	90/03/09	\$12.96	1	SL-SE-0150	EASTERN PROMENADE
Portland East	441-1496480-001	036	4730	139	10	91/12/28	\$11.28	1	SL-SE-0100	EASTERN PROMENADE
Portland East	441-1496480-001	051	4730	139	12	06/02/25	\$13.93	1	SL-SC-0150	EASTERN PROMENADE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	051	4730	139	21	01/10/27	\$13.93	1	SL-SC-0150	EASTERN PROMENADE
Portland East	441-1496480-001	051	4730	139	34	03/05/28	\$13.93	1	SL-SC-0150	EASTERN PROMENADE
Portland East	441-1500434-001	051	4730	139	40	01/07/27	\$13.93	1	SL-SC-0150	EASTERN PROMENADE
Portland East	441-1500434-001	051	4730	139	41	01/07/27	\$13.93	1	SL-SC-0150	EASTERN PROMENADE
Portland East	441-1500434-001	032	4730	140	2	90/03/23	\$9.31	1	SL-SE-0050	EDGEWOOD AVENUE
Portland East	441-1500434-001	032	4730	140	4	90/03/23	\$9.31	1	SL-SE-0050	EDGEWOOD AVENUE
Portland East	441-1500434-001	032	4730	140	6	90/03/23	\$9.31	1	SL-SE-0050	EDGEWOOD AVENUE
Portland East	441-1500434-001	032	4730	140	8	90/03/23	\$9.31	1	SL-SE-0050	EDGEWOOD AVENUE
Portland East	441-1500434-001	032	4730	141	1	83/06/30	\$9.31	1	SL-SE-0050	EIGHTH STREET
Portland East	441-1500434-001	032	4730	141	3	83/06/16	\$9.31	1	SL-SE-0050	EIGHTH STREET
Portland East	441-1500434-001	032	4730	141	5	83/06/16	\$9.31	1	SL-SE-0050	EIGHTH STREET
Portland East	441-1500434-001	032	4730	142	1	90/03/14	\$9.31	1	SL-SE-0050	ELEANOR STREET
Portland East	441-1500434-001	032	4730	142	3	90/03/14	\$9.31	1	SL-SE-0050	ELEANOR STREET
Portland East	441-1496480-001	512	4730	143	3	98/08/28	\$1.88	1	SL-HE-0070 EO	ELM STREET
Portland East	441-1496480-001	512	4730	143	3	98/08/28	\$1.88	1	SL-HE-0070 EO	ELM STREET
Portland East	441-1496480-001	045	4730	143	4	90/12/29	\$11.66	1	SL-SP-0100	ELM STREET
Portland East	441-1496480-001	045	4730	143	5	90/12/29	\$11.66	1	SL-SP-0100	ELM STREET
Portland East	441-1496480-001	045	4730	143	6	90/12/29	\$11.66	1	SL-SP-0100	ELM STREET
Portland East	441-1496480-001	036	4730	143	7	96/09/27	\$11.28	1	SL-SE-0100	ELM STREET
Portland East	441-1496480-001	048	4730	143	7	17/01/27	\$11.66	1	SL-SC-0100	ELM STREET
Portland East	441-1496480-001	036	4730	143	7.1	82/02/17	\$11.28	1	SL-SE-0100	ELM STREET
Portland East	441-1496480-001	036	4730	143	9	82/02/17	\$11.28	1	SL-SE-0100	ELM STREET
Portland East	441-1496480-001	036	4730	143	10	82/02/17	\$11.28	1	SL-SE-0100	ELM STREET
Portland East	441-1500434-001	032	4730	144	2	80/12/17	\$9.31	1	SL-SE-0050	BERRY AVENUE
Portland East	441-1500434-001	032	4730	144	4	80/12/17	\$9.31	1	SL-SE-0050	BERRY AVENUE
Portland East	441-1500434-001	032	4730	144	6	80/12/17	\$9.31	1	SL-SE-0050	BERRY AVENUE
Portland East	441-1496480-001	032	4730	146	2	82/02/12	\$9.31	1	SL-SE-0050	EMERSON STREET
Portland East	441-1496480-001	049	4730	146	4	09/12/30	\$10.94	1	SL-SC-0050	EMERSON STREET
Portland East	441-1496480-001	032	4730	146	6	82/02/12	\$9.31	1	SL-SE-0050	EMERSON STREET
Portland East	441-1496480-001	032	4730	146	7	82/02/12	\$9.31	1	SL-SE-0050	EMERSON STREET
Portland East	441-1500434-001	049	4730	147	1	09/12/30	\$10.94	1	SL-SC-0050	EMMONS STREET
Portland East	441-1500434-001	032	4730	148	1	96/08/28	\$9.31	1	SL-SE-0050	EVERETT STREET
Portland East	441-1496480-001	513	4730	149	1	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	1	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	1	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	1	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	1	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	1	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	1	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	1	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	1	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	05	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	06	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	07	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	10	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	11	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	12	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	13	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	14	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	15	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	16	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	17	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	18	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	19	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	20	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	21	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	501	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	502	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	503	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	504	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	505	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	506	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	507	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	508	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	509	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	601	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	602	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	603	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	604	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	605	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	606	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1496480-001	513	4730	149	607	02/06/27	\$2.54	1	SL-HE-0100 EO	EXCHANGE STREET
Portland East	441-1500434-001	032	4730	150	2	90/03/23	\$9.31	1	SL-SE-0050	#N/A
Portland East	441-1500434-001	032	4730	151	2	90/03/14	\$9.31	1	SL-SE-0050	EASTLAWN AVENUE
Portland East	441-1500434-001	032	4730	151	4	90/03/14	\$9.31	1	SL-SE-0050	EASTLAWN AVENUE
Portland East	441-1500434-001	032	4730	156	2	80/10/21	\$9.31	1	SL-SE-0100	FALLBROOK STREET
Portland East	441-1500434-001	036	4730	157	1	78/10/30	\$11.28	1	SL-SE-0100	FALLBROOK STREET
Portland East	441-1500434-001	036	4730	157	3	78/10/30	\$11.28	1	SL-SE-0100	FALLBROOK STREET
Portland East	441-1500434-001	036	4730	157	5	78/10/30	\$11.28	1	SL-SE-0100	FALLBROOK STREET
Portland East	441-1500434-001	036	4730	157	7	78/10/30	\$11.28	1	SL-SE-0100	FALLBROOK STREET
Portland East	441-1500434-001	036	4730	157	9	78/10/30	\$11.28	1	SL-SE-0100	FALLBROOK STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	032	4730	159	1	80/11/10	\$9.31	1	SL-SE-0050	FAYETTE STREET
Portland East	441-1496480-001	032	4730	160	2	91/12/28	\$9.31	1	SL-SE-0050	FEDERAL STREET
Portland East	441-1496480-001	032	4730	160	4	91/12/28	\$9.31	1	SL-SE-0050	FEDERAL STREET
Portland East	441-1496480-001	032	4730	160	6	91/12/28	\$9.31	1	SL-SE-0050	FEDERAL STREET
Portland East	441-1496480-001	032	4730	160	8	91/12/28	\$9.31	1	SL-SE-0050	FEDERAL STREET
Portland East	441-1496480-001	032	4730	160	10	91/12/28	\$9.31	1	SL-SE-0050	FEDERAL STREET
Portland East	441-1496480-001	052	4730	160	015	09/12/30	\$18.90	1	SL-SC-0250	FEDERAL STREET
Portland East	441-1496480-001	040	4730	160	015	91/12/28	\$17.56	1	SL-SE-0250	FEDERAL STREET
Portland East	441-1496480-001	040	4730	160	17	91/12/28	\$17.56	1	SL-SE-0250	FEDERAL STREET
Portland East	441-1496480-001	040	4730	160	18	91/12/28	\$17.56	1	SL-SE-0250	FEDERAL STREET
Portland East	441-1496480-001	047	4730	160	25	96/08/28	\$20.27	1	SL-SD-0250	FEDERAL STREET
Portland East	441-1496480-001	047	4730	160	26	96/08/28	\$20.27	1	SL-SD-0250	FEDERAL STREET
Portland East	441-1496480-001	047	4730	160	27	96/08/28	\$20.27	1	SL-SD-0250	FEDERAL STREET
Portland East	441-1496480-001	047	4730	160	28	96/08/28	\$20.27	1	SL-SD-0250	FEDERAL STREET
Portland East	441-1496480-001	047	4730	160	29	96/08/28	\$20.27	1	SL-SD-0250	FEDERAL STREET
Portland East	441-1496480-001	047	4730	160	30	96/08/28	\$20.27	1	SL-SD-0250	FEDERAL STREET
Portland East	441-1496480-001	047	4730	160	31	96/08/28	\$20.27	1	SL-SD-0250	FEDERAL STREET
Portland East	441-1496480-001	047	4730	160	32	96/08/28	\$20.27	1	SL-SD-0250	FEDERAL STREET
Portland East	441-1496480-001	032	4730	160	11H	91/12/18	\$9.31	1	SL-SE-0050	FEDERAL STREET
Portland East	441-1496480-001	049	4730	162	2	07/10/27	\$10.94	1	SL-SC-0050	#N/A
Portland East	441-1500434-001	032	4730	163	1	80/12/02	\$9.31	1	SL-SE-0050	
Portland East	441-1500434-001	032	4730	163	2	80/11/20	\$9.31	1	SL-SE-0050	FERNALD STREET
Portland East	441-1500434-001	032	4730	163	4	80/11/20	\$9.31	1	SL-SE-0050	FERNALD STREET
Portland East	441-1500434-001	032	4730	163	6	80/11/20	\$9.31	1	SL-SE-0050	FERNALD STREET
Portland East	441-1500434-001	032	4730	164	1	81/10/07	\$9.31	1	SL-SE-0050	FIFTH STREET
Portland East	441-1500434-001	032	4730	164	3	81/10/07	\$9.31	1	SL-SE-0050	FIFTH STREET
Portland East	441-1500434-001	032	4730	166	1	90/03/19	\$9.31	1	SL-SE-0050	FISHER STREET
Portland East	441-1500434-001	032	4730	166	3	90/03/12	\$9.31	1	SL-SE-0050	FISHER STREET
Portland East	441-1500434-001	050	4730	167	1	01/10/27	\$10.92	1	SL-SC-0070	FLORIDA AVENUE
Portland East	441-1500434-001	032	4730	167	3	90/03/12	\$9.31	1	SL-SE-0050	FLORIDA AVENUE
Portland East	441-1500434-001	032	4730	167	5	90/03/12	\$9.31	1	SL-SE-0050	FLORIDA AVENUE
Portland East	441-1500434-001	032	4730	167	7	90/03/12	\$9.31	1	SL-SE-0050	FLORIDA AVENUE
Portland East	441-1500434-001	049	4730	168	2	05/09/28	\$10.94	1	SL-SC-0050	FOBES STREET
Portland East	441-1496480-001	034	4730	169	3	90/03/07	\$10.20	1	SL-SE-0070	FORE STREET
Portland East	441-1496480-001	034	4730	169	5	90/03/07	\$10.20	1	SL-SE-0070	FORE STREET
Portland East	441-1496480-001	034	4730	169	6	90/03/07	\$10.20	1	SL-SE-0070	FORE STREET
Portland East	441-1496480-001	034	4730	169	8	90/03/07	\$10.20	1	SL-SE-0070	FORE STREET
Portland East	441-1496480-001	034	4730	169	10	90/03/07	\$10.20	1	SL-SE-0070	FORE STREET
Portland East	441-1496480-001	034	4730	169	12	90/03/07	\$10.20	1	SL-SE-0070	FORE STREET
Portland East	441-1496480-001	034	4730	169	16	90/03/07	\$10.20	1	SL-SE-0070	FORE STREET
Portland East	441-1496480-001	034	4730	169	18	90/03/07	\$10.20	1	SL-SE-0070	FORE STREET
Portland East	441-1496480-001	034	4730	169	22.1	90/03/07	\$10.20	1	SL-SE-0070	FORE STREET
Portland East	441-1496480-001	036	4730	169	23	07/06/27	\$11.28	1	SL-SE-0100	FORE STREET
Portland East	441-1496480-001	036	4730	169	23	82/02/09	\$11.28	1	SL-SE-0100	FORE STREET
Portland East	441-1496480-001	036	4730	169	27	82/02/09	\$11.28	1	SL-SE-0100	FORE STREET
Portland East	441-1496480-001	036	4730	169	28	82/02/09	\$11.28	1	SL-SE-0100	FORE STREET
Portland East	441-1496480-001	038	4730	169	37	82/01/29	\$12.96	1	SL-SE-0150	FORE STREET
Portland East	441-1496480-001	038	4730	169	39	82/01/29	\$12.96	1	SL-SE-0150	FORE STREET
Portland East	441-1496480-001	045	4730	169	46	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	47	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	48	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	49	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	52	90/10/05	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	53	90/10/05	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	54	90/10/05	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	55	90/10/05	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	56	90/10/05	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1500434-001	764	4730	169	S01	09/10/28	\$32.90	1	SL-HS-0175-ESPLND	FORE STREET
Portland East	441-1500434-001	764	4730	169	S02	09/10/28	\$32.90	1	SL-HS-0175-ESPLND	FORE STREET
Portland East	441-1500434-001	764	4730	169	S03	09/10/28	\$32.90	1	SL-HS-0175-ESPLND	FORE STREET
Portland East	441-1496480-001	045	4730	169	S46	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S47	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S48	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S49	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S50	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S51	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S52	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S53	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S54	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S55	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S56	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	045	4730	169	S57	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	038	4730	169	755	82/01/29	\$12.96	1	SL-SE-0150	FORE STREET
Portland East	441-1496480-001	038	4730	169	757	82/01/29	\$12.96	1	SL-SE-0150	FORE STREET
Portland East	441-1496480-001	045	4730	169	48H	90/03/27	\$11.66	1	SL-SP-0100	FORE STREET
Portland East	441-1496480-001	040	4730	170	9	80/01/23	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1496480-001	040	4730	170	9	80/01/23	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1496480-001	040	4730	170	10	80/01/24	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1496480-001	040	4730	170	12	80/01/24	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1496480-001	040	4730	170	14	80/01/24	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1496480-001	051	4730	170	14	06/12/29	\$13.93	1	SL-SC-0150	FOREST AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	040	4730	170	16	82/05/25	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1496480-001	040	4730	170	016	82/05/25	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1496480-001	040	4730	170	19	82/05/25	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1496480-001	040	4730	170	019	82/05/25	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1496480-001	040	4730	170	023	82/05/25	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1500434-001	053	4730	170	25	02/06/27	\$24.13	1	SL-SC-0400	FOREST AVENUE
Portland East	441-1500434-001	041	4730	170	37	73/02/03	\$22.39	1	SL-SE-0400	FOREST AVENUE
Portland East	441-1500434-001	040	4730	170	40	73/02/03	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	42	04/10/28	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	43	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	45	02/02/27	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	046	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	47	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	041	4730	170	048	73/11/26	\$22.39	1	SL-SE-0400	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	49	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	50	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	51	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	53	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	054	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	55	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	58	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	058	06/03/29	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	059	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	60	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	061	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	066	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	67	03/01/29	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	068	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	71	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	071	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	072	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	73	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	073	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	75	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	076	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	077	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	78	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	078	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	80	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0080	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	81	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	83	82/06/10	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	083	82/06/15	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	84	82/06/15	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	85	82/06/15	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	86	82/06/15	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	87	82/06/10	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	91	82/06/10	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	93	82/06/10	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	97	82/06/10	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	98.1	82/06/10	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	102.1	82/06/10	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	104	82/06/10	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	053	4730	170	104.1	04/08/03	\$24.13	1	SL-SC-0400	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	107.1	05/01/27	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	109.1	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	0111	04/12/30	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0113	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	117	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	053	4730	170	119	09/01/28	\$24.13	1	SL-SC-0400	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0119	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	0121	09/12/30	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0123	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0126	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0128	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	00130	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	040	4730	170	134	89/03/21	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	137.1	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	040	4730	170	138	82/06/14	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1500434-001	052	4730	170	139	05/09/28	\$18.90	1	SL-SC-0250	FOREST AVENUE
Portland East	441-1500434-001	040	4730	170	0140	82/06/14	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1500434-001	040	4730	170	143	82/06/14	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1500434-001	040	4730	170	148	82/06/14	\$17.56	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0150	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	152	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	156	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0160	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	162	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	165	88/12/15	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	166	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	051	4730	170	168	04/12/30	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0170	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	172	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	048	4730	170	174	14/01/29	\$11.66	1	SL-SC-0100	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	176	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	178	03/12/28	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0180	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	182	03/12/28	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	183	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	184	06/10/27	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	184	06/12/29	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	186	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	188	82/06/16	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0190	82/06/16	\$12.96	1	SL-SE-0250	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	194	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	196	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	198	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	200	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	202	10/01/28	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	204	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	207	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	208	13/02/27	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	213	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	216	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	219	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	051	4730	170	221	09/12/30	\$13.93	1	SL-SC-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	222.1	90/03/05	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	223	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	226	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	228	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	229	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	0230	82/06/11	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	232	94/12/29	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	232	94/08/27	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	083H	82/06/15	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1500434-001	038	4730	170	81H	82/06/17	\$12.96	1	SL-SE-0150	FOREST AVENUE
Portland East	441-1496480-001	045	4730	176	1	90/03/27	\$11.66	1	SL-SP-0100	PATTON COURT
Portland East	441-1496480-001	045	4730	176	2	90/03/27	\$11.66	1	SL-SP-0100	PATTON COURT
Portland East	441-1496480-001	045	4730	176	3	90/03/27	\$11.66	1	SL-SP-0100	PATTON COURT
Portland East	441-1496480-001	045	4730	176	4	81/01/20	\$11.66	1	SL-SP-0100	PATTON COURT
Portland East	441-1496480-001	045	4730	176	5	81/01/20	\$11.66	1	SL-SP-0100	PATTON COURT
Portland East	441-1496480-001	045	4730	176	6	81/01/20	\$11.66	1	SL-SP-0100	PATTON COURT
Portland East	441-1496480-001	032	4730	177	1	80/07/21	\$9.31	1	SL-SE-0050	FOX STREET
Portland East	441-1496480-001	032	4730	177	2	80/07/21	\$9.31	1	SL-SE-0050	FOX STREET
Portland East	441-1496480-001	049	4730	177	3	07/01/27	\$10.94	1	SL-SC-0050	FOX STREET
Portland East	441-1496480-001	032	4730	177	4	80/07/21	\$9.31	1	SL-SE-0050	FOX STREET
Portland East	441-1496480-001	032	4730	177	6	80/07/21	\$9.31	1	SL-SE-0050	FOX STREET
Portland East	441-1496480-001	032	4730	177	7	80/07/22	\$9.31	1	SL-SE-0050	FOX STREET
Portland East	441-1496480-001	040	4730	177	8	80/01/16	\$17.56	1	SL-SE-0250	FOX STREET
Portland East	441-1496480-001	042	4730	177	9	82/10/30	\$17.99	1	SL-SF-0250	FOX STREET
Portland East	441-1496480-001	040	4730	177	10	80/01/17	\$17.56	1	SL-SE-0250	FOX STREET
Portland East	441-1496480-001	040	4730	177	11	80/01/16	\$17.56	1	SL-SE-0250	FOX STREET
Portland East	441-1496480-001	042	4730	177	11	82/10/30	\$17.99	1	SL-SF-0250	FOX STREET
Portland East	441-1496480-001	040	4730	177	12	80/01/17	\$17.56	1	SL-SE-0250	FOX STREET
Portland East	441-1496480-001	040	4730	177	13	80/01/17	\$17.56	1	SL-SE-0250	FOX STREET
Portland East	441-1496480-001	042	4730	177	13	82/10/30	\$17.99	1	SL-SF-0250	FOX STREET
Portland East	441-1496480-001	040	4730	177	15.1	80/04/14	\$17.56	1	SL-SE-0250	FOX STREET
Portland East	441-1496480-001	040	4730	177	16	82/11/02	\$17.56	1	SL-SE-0250	FOX STREET
Portland East	441-1496480-001	040	4730	177	17	82/11/02	\$17.56	1	SL-SE-0250	FOX STREET
Portland East	441-1496480-001	047	4730	179	01	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	02	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	3	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	4	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	5	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	05	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	6	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	06	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	7	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	07	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	8	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	08	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	9	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	09	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	010	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	045	4730	179	10.1	90/04/03	\$11.66	1	SL-SP-0100	FREE STREET
Portland East	441-1496480-001	047	4730	179	011	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	012	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	13	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	14	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	15	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	16	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	047	4730	179	17	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	18	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	19	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	20	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	21	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	047	4730	179	22	90/06/03	\$20.27	1	SL-SD-0250	FREE STREET
Portland East	441-1496480-001	511	4730	179	23	98/05/28	\$5.92	1	SL-HE-0250 EO	FREE STREET
Portland East	441-1496480-001	512	4730	179	23	98/05/28	\$1.88	1	SL-HE-0070 EO	FREE STREET
Portland East	441-1496480-001	512	4730	179	23	98/05/28	\$1.88	1	SL-HE-0070 EO	FREE STREET
Portland East	441-1500434-001	032	4730	182	2	80/10/24	\$9.31	1	SL-SE-0050	FRONT STREET
Portland East	441-1500434-001	036	4730	182	4	82/10/20	\$11.28	1	SL-SE-0100	FRONT STREET
Portland East	441-1500434-001	048	4730	182	5	06/03/29	\$11.66	1	SL-SC-0100	FRONT STREET
Portland East	441-1857709-001	032	4730	182	5	88/12/12	\$9.31	1	SL-SE-0050	FRONT STREET
Portland East	441-1500434-001	036	4730	182	6	80/10/20	\$11.28	1	SL-SE-0100	FRONT STREET
Portland East	441-1500434-001	036	4730	182	7	80/10/20	\$11.28	1	SL-SE-0100	FRONT STREET
Portland East	441-1500434-001	036	4730	182	8	80/10/20	\$11.28	1	SL-SE-0100	FRONT STREET
Portland East	441-1857709-001	032	4730	182	8	88/12/12	\$9.31	1	SL-SE-0050	FRONT STREET
Portland East	441-1500434-001	036	4730	182	9	80/10/24	\$11.28	1	SL-SE-0100	FRONT STREET
Portland East	441-1500434-001	036	4730	182	10	80/10/24	\$11.28	1	SL-SE-0100	FRONT STREET
Portland East	441-1500434-001	036	4730	182	11	80/10/24	\$11.28	1	SL-SE-0100	FRONT STREET
Portland East	441-1500434-001	032	4730	183	1	90/03/23	\$9.31	1	SL-SE-0050	FRYE STREET
Portland East	441-1500434-001	032	4730	183	3	90/03/23	\$9.31	1	SL-SE-0050	FRYE STREET
Portland East	441-1510154-001	036	4730	184	04.1.5	90/02/01	\$11.28	1	SL-SE-0100	
Portland East	441-1500434-001	032	4730	185	1	81/01/06	\$9.31	1	SL-SE-0050	
Portland East	441-1500434-001	032	4730	185	2	81/01/06	\$9.31	1	SL-SE-0050	
Portland East	441-1500434-001	032	4730	186	2	90/03/14	\$9.31	1	SL-SE-0050	FALL LANE
Portland East	441-1500434-001	032	4730	186	5	90/03/14	\$9.31	1	SL-SE-0050	FALL LANE
Portland East	441-1500434-001	032	4730	189	1	80/11/26	\$9.31	1	SL-SE-0050	GALVIN STREET
Portland East	441-1500434-001	032	4730	189	3	80/11/26	\$9.31	1	SL-SE-0050	GALVIN STREET
Portland East	441-1500434-001	049	4730	192	1	03/12/28	\$10.94	1	SL-SC-0050	GEORGE STREET
Portland East	441-1500434-001	032	4730	192	3	82/02/05	\$9.31	1	SL-SE-0050	GEORGE STREET
Portland East	441-1500434-001	049	4730	192	5	07/01/27	\$10.94	1	SL-SC-0050	GEORGE STREET
Portland East	441-1500434-001	032	4730	192	7	82/02/05	\$9.31	1	SL-SE-0050	GEORGE STREET
Portland East	441-1500434-001	032	4730	193	2	90/03/22	\$9.31	1	SL-SE-0050	GERTRUDE AVENUE
Portland East	441-1500434-001	032	4730	193	4	90/03/22	\$9.31	1	SL-SE-0050	GERTRUDE AVENUE
Portland East	441-1500434-001	032	4730	193	6	85/12/18	\$9.31	1	SL-SE-0050	GERTRUDE AVENUE
Portland East	441-1500434-001	032	4730	193	8	85/12/18	\$9.31	1	SL-SE-0050	GERTRUDE AVENUE
Portland East	441-1500434-001	032	4730	193	9	85/12/18	\$9.31	1	SL-SE-0050	GERTRUDE AVENUE
Portland East	441-1500434-001	032	4730	194	1	90/03/06	\$9.31	1	SL-SE-0050	GILBERT'S LANE
Portland East	441-1496480-001	032	4730	194	0	94/12/29	\$9.31	1	SL-SE-0050	GLECKER ROAD
Portland East	441-1500434-001	032	4730	196	2	90/03/22	\$9.31	1	SL-SE-0050	GLECKER ROAD
Portland East	441-1500434-001	032	4730	196	4	90/03/22	\$9.31	1	SL-SE-0050	GLECKER ROAD
Portland East	441-1500434-001	049	4730	196	6	03/12/28	\$10.94	1	SL-SC-0050	GLECKER ROAD
Portland East	441-1500434-001	049	4730	196	8	09/01/28	\$10.94	1	SL-SC-0050	GLECKER ROAD
Portland East	441-1500434-001	032	4730	196	13	90/03/22	\$9.31	1	SL-SE-0050	GLECKER ROAD
Portland East	441-1500434-001	032	4730	197	00	82/02/10	\$9.31	1	SL-SE-0050	GLENGARDEN STREET
Portland East	441-1500434-001	032	4730	197	1	82/02/10	\$9.31	1	SL-SE-0050	GLENGARDEN STREET
Portland East	441-1500434-001	032	4730	198	2	90/03/14	\$9.31	1	SL-SE-0050	GOODRIDGE AVENUE
Portland East	441-1500434-001	032	4730	198	3	94/10/28	\$9.31	1	SL-SE-0050	GOODRIDGE AVENUE
Portland East	441-1496480-001	036	4730	199	1	90/03/26	\$11.28	1	SL-SE-0100	GOULD STREET
Portland East	441-1496480-001	036	4730	199	2	90/03/26	\$11.28	1	SL-SE-0100	GOULD STREET
Portland East	441-1496480-001	036	4730	199	3	90/03/26	\$11.28	1	SL-SE-0100	GOULD STREET
Portland East	441-1500434-001	049	4730	201	1	03/12/28	\$10.94	1	SL-SC-0050	GRACE STREET
Portland East	441-1500434-001	032	4730	201	2	82/02/05	\$9.31	1	SL-SE-0050	GRACE STREET
Portland East	441-1500434-001	032	4730	201	2.2	82/02/05	\$9.31	1	SL-SE-0050	GRACE STREET
Portland East	441-1500434-001	049	4730	201	4	09/01/28	\$10.94	1	SL-SC-0050	GRACE STREET
Portland East	441-1500434-001	036	4730	202	1	90/03/22	\$11.28	1	SL-SE-0100	GRAFTON STREET
Portland East	441-1500434-001	036	4730	202	2	90/03/22	\$11.28	1	SL-SE-0100	GRAFTON STREET
Portland East	441-1500434-001	036	4730	202	3	90/03/22	\$11.28	1	SL-SE-0100	GRAFTON STREET
Portland East	441-1500434-001	036	4730	202	4	90/03/22	\$11.28	1	SL-SE-0100	GRAFTON STREET
Portland East	441-1500434-001	036	4730	202	5	90/03/22	\$11.28	1	SL-SE-0100	GRAFTON STREET
Portland East	441-1500434-001	036	4730	202	6	90/03/22	\$11.28	1	SL-SE-0100	GRAFTON STREET
Portland East	441-1500434-001	036	4730	202	7	90/03/22	\$11.28	1	SL-SE-0100	GRAFTON STREET
Portland East	441-1496480-001	036	4730	207	1	90/03/26	\$11.28	1	SL-SE-0100	GREENLEAF STREET
Portland East	441-1496480-001	036	4730	207	2	90/03/26	\$11.28	1	SL-SE-0100	GREENLEAF STREET
Portland East	441-1496480-001	036	4730	207	3	90/03/26	\$11.28	1	SL-SE-0100	GREENLEAF STREET
Portland East	441-1496480-001	048	4730	207	5	07/10/27	\$11.66	1	SL-SC-0100	GREENLEAF STREET
Portland East	441-1496480-001	032	4730	207	6	82/02/10	\$9.31	1	SL-SE-0050	GREENLEAF STREET
Portland East	441-1500434-001	032	4730	209	2	81/10/19	\$9.31	1	SL-SE-0050	GREENWOOD LANE
Portland East	441-1500434-001	032	4730	209	4	81/10/29	\$9.31	1	SL-SE-0050	GREENWOOD LANE
Portland East	441-1500434-001	032	4730	209	6	81/10/29	\$9.31	1	SL-SE-0050	GREENWOOD LANE
Portland East	441-1500434-001	032	4730	209	8	81/10/29	\$9.31	1	SL-SE-0050	GREENWOOD LANE
Portland East	441-1500434-001	032	4730	209	10	81/10/29	\$9.31	1	SL-SE-0050	GREENWOOD LANE
Portland East	441-1500434-001	032	4730	209	12	81/10/29	\$9.31	1	SL-SE-0050	GREENWOOD LANE
Portland East	441-1500434-001	032	4730	209	13	80/10/06	\$9.31	1	SL-SE-0050	GREENWOOD LANE
Portland East	441-1500434-001	049	4730	209	13.1	04/12/30	\$10.94	1	SL-SC-0050	GREENWOOD LANE
Portland East	441-1500434-001	049	4730	209	13.2	04/12/30	\$10.94	1	SL-SC-0050	GREENWOOD LANE
Portland East	441-1500434-001	049	4730	209	13.3	04/12/30	\$10.94	1	SL-SC-0050	GREENWOOD LANE
Portland East	441-1500434-001	032	4730	212	2	90/03/29	\$9.31	1	SL-SE-0050	HILLSIDE ROAD
Portland East	441-1500434-001	032	4730	212	4	90/03/29	\$9.31	1	SL-SE-0050	HILLSIDE ROAD
Portland East	441-1500434-001	032	4730	213	1	90/03/12	\$9.31	1	SL-SE-0050	HENNESSY DRIVE

#N/A
#N/A
#N/A

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	032	4730	213	3	90/03/12	\$9.31	1	SL-SE-0050	HENNESSY DRIVE
Portland East	441-1500434-001	032	4730	213	5	90/03/12	\$9.31	1	SL-SE-0050	HENNESSY DRIVE
Portland East	441-1500434-001	032	4730	213	7	90/03/12	\$9.31	1	SL-SE-0050	HENNESSY DRIVE
Portland East	441-1500434-001	032	4730	213	9	90/03/12	\$9.31	1	SL-SE-0050	HENNESSY DRIVE
Portland East	441-1500434-001	032	4730	213	11	90/03/12	\$9.31	1	SL-SE-0050	HENNESSY DRIVE
Portland East	441-1500434-001	032	4730	213	13	90/03/12	\$9.31	1	SL-SE-0050	HENNESSY DRIVE
Portland East	441-1500434-001	048	4730	213	14	03/01/29	\$11.66	1	SL-SC-0100	HENNESSY DRIVE
Portland East	441-1500434-001	049	4730	215	1	09/01/28	\$10.94	1	SL-SC-0050	HALL STREET
Portland East	441-1500434-001	032	4730	215	3	84/01/24	\$9.31	1	SL-SE-0050	HALL STREET
Portland East	441-1500434-001	032	4730	215	5	84/01/24	\$9.31	1	SL-SE-0050	HALL STREET
Portland East	441-1500434-001	032	4730	217	1	82/02/10	\$9.31	1	SL-SE-0050	HAMMOND STREET
Portland East	441-1496480-001	032	4730	217	3	82/02/10	\$9.31	1	SL-SE-0050	HAMMOND STREET
Portland East	441-1496480-001	032	4730	217	5	82/02/10	\$9.31	1	SL-SE-0050	HAMMOND STREET
Portland East	441-1496480-001	036	4730	217	6	96/08/28	\$11.28	1	SL-SE-0100	HAMMOND STREET
Portland East	441-1496480-001	034	4730	218	3	87/01/09	\$10.20	1	SL-SE-0070	HAMPSPHIRE STREET
Portland East	441-1496480-001	034	4730	218	5	87/01/09	\$10.20	1	SL-SE-0070	HAMPSPHIRE STREET
Portland East	441-1496480-001	048	4730	218	7	02/10/27	\$11.66	1	SL-SC-0100	HAMPSPHIRE STREET
Portland East	441-1496480-001	034	4730	218	8	87/01/09	\$10.20	1	SL-SE-0070	HAMPSPHIRE STREET
Portland East	441-1496480-001	767	4730	220	1.17	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	HANCOCK STREET
Portland East	441-1496480-001	767	4730	220	1.18	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	HANCOCK STREET
Portland East	441-1496480-001	767	4730	220	1.19	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	HANCOCK STREET
Portland East	441-1500434-001	764	4730	220	501	09/10/28	\$32.90	1	SL-HS-0175-ESPLND	HANCOCK STREET
Portland East	441-1500434-001	764	4730	220	502	09/10/28	\$32.90	1	SL-HS-0175-ESPLND	HANCOCK STREET
Portland East	441-1500434-001	764	4730	220	503	09/10/28	\$32.90	1	SL-HS-0175-ESPLND	HANCOCK STREET
Portland East	441-1500434-001	764	4730	220	504	09/10/28	\$32.90	1	SL-HS-0175-ESPLND	HANCOCK STREET
Portland East	441-1500434-001	034	4730	221	2	83/06/29	\$10.20	1	SL-SE-0070	HANOVER STREET
Portland East	441-1496480-001	034	4730	221	2	83/06/29	\$10.20	1	SL-SE-0070	HANOVER STREET
Portland East	441-1496480-001	034	4730	221	5	83/06/29	\$10.20	1	SL-SE-0070	HANOVER STREET
Portland East	441-1496480-001	038	4730	221	5.1	82/08/19	\$12.96	1	SL-SE-0150	HANOVER STREET
Portland East	441-1496480-001	040	4730	221	5.1	85/02/28	\$17.56	1	SL-SE-0070	HANOVER STREET
Portland East	441-1496480-001	038	4730	221	6	83/06/29	\$10.20	1	SL-SE-0070	HANOVER STREET
Portland East	441-1496480-001	038	4730	221	6	82/08/19	\$12.96	1	SL-SE-0150	HANOVER STREET
Portland East	441-1496480-001	042	4730	221	6.1	83/06/29	\$17.99	1	SL-SF-0250	HANOVER STREET
Portland East	441-1496480-001	043	4730	221	8	08/12/28	\$22.64	1	SL-SF-0400	HANOVER STREET
Portland East	441-1496480-001	043	4730	221	8	08/12/28	\$22.64	1	SL-SF-0400	HANOVER STREET
Portland East	441-1496480-001	043	4730	221	9	08/12/28	\$22.64	1	SL-SF-0400	HANOVER STREET
Portland East	441-1496480-001	050	4730	221	11	04/10/29	\$10.92	1	SL-SC-0070	HANOVER STREET
Portland East	441-1496480-001	034	4730	221	12	83/09/29	\$10.20	1	SL-SE-0070	HANOVER STREET
Portland East	441-1496480-001	050	4730	221	13	09/12/30	\$10.92	1	SL-SC-0070	HANOVER STREET
Portland East	441-1500434-001	032	4730	222	1	80/12/03	\$9.31	1	SL-SE-0050	HANSON STREET
Portland East	441-1500434-001	032	4730	222	3	80/12/03	\$9.31	1	SL-SE-0050	HANSON STREET
Portland East	441-1500434-001	034	4730	224	2	86/01/29	\$10.20	1	SL-SE-0070	HARRIS AVENUE
Portland East	441-1500434-001	034	4730	224	4	86/01/29	\$10.20	1	SL-SE-0070	HARRIS AVENUE
Portland East	441-1500434-001	034	4730	224	7	86/01/29	\$10.20	1	SL-SE-0070	HARRIS AVENUE
Portland East	441-1500434-001	034	4730	224	9	86/01/29	\$10.20	1	SL-SE-0070	HARRIS AVENUE
Portland East	441-1500434-001	050	4730	224	11	04/12/30	\$10.92	1	SL-SC-0070	HARRIS AVENUE
Portland East	441-1500434-001	034	4730	224	13	86/01/29	\$10.20	1	SL-SE-0070	HARRIS AVENUE
Portland East	441-1500434-001	049	4730	224	13.1	00/12/29	\$10.94	1	SL-SC-0050	HARRIS AVENUE
Portland East	441-1500434-001	034	4730	224	15	86/01/29	\$10.20	1	SL-SE-0070	HARRIS AVENUE
Portland East	441-1500434-001	034	4730	224	5H	86/05/28	\$10.20	1	SL-SE-0070	HARRIS AVENUE
Portland East	441-1500434-001	032	4730	225	1	80/12/17	\$9.31	1	SL-SE-0050	HARVARD STREET
Portland East	441-1500434-001	050	4730	225	2	08/01/27	\$10.92	1	SL-SC-0070	HARVARD STREET
Portland East	441-1500434-001	032	4730	225	5	80/12/17	\$9.31	1	SL-SE-0050	HARVARD STREET
Portland East	441-1500434-001	032	4730	225	6	80/12/17	\$9.31	1	SL-SE-0050	HARVARD STREET
Portland East	441-1500434-001	032	4730	225	7	80/12/17	\$9.31	1	SL-SE-0050	HARVARD STREET
Portland East	441-1500434-001	032	4730	225	8	80/12/17	\$9.31	1	SL-SE-0050	HARVARD STREET
Portland East	441-1500434-001	049	4730	225	9	04/10/29	\$10.94	1	SL-SC-0050	HARVARD STREET
Portland East	441-1500434-001	032	4730	225	20	80/12/17	\$9.31	1	SL-SE-0050	HARVARD STREET
Portland East	441-1500434-001	032	4730	227	1	80/11/17	\$9.31	1	SL-SE-0050	HAWTHORNE STREET
Portland East	441-1500434-001	032	4730	227	3	80/11/20	\$9.31	1	SL-SE-0050	HAWTHORNE STREET
Portland East	441-1500434-001	032	4730	227	5	80/11/20	\$9.31	1	SL-SE-0050	HAWTHORNE STREET
Portland East	441-1500434-001	049	4730	227	7	04/08/03	\$10.94	1	SL-SC-0050	HAWTHORNE STREET
Portland East	441-1500434-001	032	4730	229	1	80/11/20	\$9.31	1	SL-SE-0050	HELENE STREET
Portland East	441-1500434-001	036	4730	230	1	90/03/23	\$11.28	1	SL-SE-0100	HERSEY STREET
Portland East	441-1500434-001	036	4730	230	3	90/03/23	\$11.28	1	SL-SE-0100	HERSEY STREET
Portland East	441-1500434-001	036	4730	230	5	90/03/23	\$11.28	1	SL-SE-0100	HERSEY STREET
Portland East	441-1500434-001	036	4730	230	7	90/03/23	\$11.28	1	SL-SE-0100	HERSEY STREET
Portland East	441-1500434-001	036	4730	230	9	90/03/23	\$11.28	1	SL-SE-0100	HERSEY STREET
Portland East	441-1500434-001	036	4730	230	11	90/03/23	\$11.28	1	SL-SE-0100	HERSEY STREET
Portland East	441-1500434-001	036	4730	230	13	90/03/23	\$11.28	1	SL-SE-0100	HERSEY STREET
Portland East	441-1500434-001	036	4730	230	14	90/03/23	\$11.28	1	SL-SE-0100	HERSEY STREET
Portland East	441-1500434-001	036	4730	230	15	90/03/23	\$11.28	1	SL-SE-0100	HERSEY STREET
Portland East	441-1496480-001	040	4730	233	5	90/03/23	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	7	82/06/14	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	9	82/06/14	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	013	90/03/23	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	016	82/06/14	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	511	4730	233	20	98/05/28	\$5.92	1	SL-HE-0250 EO	HIGH STREET
Portland East	441-1496480-001	512	4730	233	20	98/05/28	\$1.88	1	SL-HE-0070 EO	HIGH STREET
Portland East	441-1496480-001	512	4730	233	20	98/05/28	\$1.88	1	SL-HE-0070 EO	HIGH STREET
Portland East	441-1496480-001	030	4730	233	21	92/04/26	\$29.33	1	SL-SD-0400	HIGH STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	030	4730	233	22	92/04/26	\$29.33	1	SL-SD-0400	HIGH STREET
Portland East	441-1496480-001	030	4730	233	23	92/04/26	\$29.33	1	SL-SD-0400	HIGH STREET
Portland East	441-1496480-001	030	4730	233	24	92/04/26	\$29.33	1	SL-SD-0400	HIGH STREET
Portland East	441-1496480-001	030	4730	233	25	92/04/26	\$29.33	1	SL-SD-0400	HIGH STREET
Portland East	441-1496480-001	040	4730	233	29	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	31	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	33	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	35	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	36	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	37	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	38	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	39	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	040	4730	233	40	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1496480-001	030	4730	233	51	96/08/28	\$29.33	1	SL-SD-0400	HIGH STREET
Portland East	441-1496480-001	052	4730	233	52	01/04/27	\$18.90	1	SL-SC-0250	HIGH STREET
Portland East	441-1496480-001	511	4730	233	520	98/05/28	\$5.92	1	SL-HE-0250 EO	HIGH STREET
Portland East	441-1496480-001	512	4730	233	520	98/05/28	\$1.88	1	SL-HE-0070 EO	HIGH STREET
Portland East	441-1496480-001	512	4730	233	520	98/05/28	\$1.88	1	SL-HE-0070 EO	HIGH STREET
Portland East	441-1496480-001	030	4730	233	24H	92/04/26	\$29.33	1	SL-SD-0400	HIGH STREET
Portland East	441-1496480-001	030	4730	233	25H	92/04/26	\$29.33	1	SL-SD-0400	HIGH STREET
Portland East	441-1496480-001	040	4730	233	27H	91/11/28	\$17.56	1	SL-SE-0250	HIGH STREET
Portland East	441-1500434-001	050	4730	234	1	04/08/03	\$10.92	1	SL-SC-0070	SANBORN STREET
Portland East	441-1500434-001	050	4730	234	2	09/01/28	\$10.92	1	SL-SC-0070	SANBORN STREET
Portland East	441-1500434-001	034	4730	234	3	88/12/15	\$10.20	1	SL-SE-0070	SANBORN STREET
Portland East	441-1500434-001	034	4730	234	4	88/12/15	\$10.20	1	SL-SE-0070	SANBORN STREET
Portland East	441-1500434-001	050	4730	235	1	02/10/27	\$10.92	1	SL-SC-0070	HINGHAM STREET
Portland East	441-1500434-001	032	4730	237	1	80/10/21	\$9.31	1	SL-SE-0050	HODGINS STREET
Portland East	441-1500434-001	032	4730	237	3	80/10/21	\$9.31	1	SL-SE-0050	HODGINS STREET
Portland East	441-1500434-001	032	4730	237	5	80/10/22	\$9.31	1	SL-SE-0050	HODGINS STREET
Portland East	441-1500434-001	032	4730	237	7	80/10/22	\$9.31	1	SL-SE-0050	HODGINS STREET
Portland East	441-1500434-001	032	4730	239	1	81/10/07	\$9.31	1	SL-SE-0050	HOMSTEAD AVENUE
Portland East	441-1500434-001	049	4730	239	3	07/12/29	\$10.94	1	SL-SC-0050	HOMSTEAD AVENUE
Portland East	441-1500434-001	032	4730	239	5	90/03/23	\$9.31	1	SL-SE-0050	HOMSTEAD AVENUE
Portland East	441-1496480-001	049	4730	240	2	08/03/27	\$10.94	1	SL-SC-0050	HOWARD STREET
Portland East	441-1496480-001	032	4730	240	4	81/02/12	\$9.31	1	SL-SE-0050	HOWARD STREET
Portland East	441-1496480-001	032	4730	240	5	80/09/29	\$9.31	1	SL-SE-0050	HOWARD STREET
Portland East	441-1496480-001	032	4730	240	7	81/02/12	\$9.31	1	SL-SE-0050	HOWARD STREET
Portland East	441-1500434-001	045	4730	242	5.01	02/09/27	\$11.66	1	SL-SP-0100	HOYTS LANE
Portland East	441-1500434-001	045	4730	242	5.1	02/09/27	\$11.66	1	SL-SP-0100	HOYTS LANE
Portland East	441-1500434-001	045	4730	242	6.1	02/09/27	\$11.66	1	SL-SP-0100	HOYTS LANE
Portland East	441-1500434-001	032	4730	243	2	96/02/28	\$9.31	1	SL-SE-0050	HUMBOLT STREET
Portland East	441-1500434-001	032	4730	245	1	90/03/19	\$9.31	1	SL-SE-0050	HUNTINGTON AVENUE
Portland East	441-1500434-001	032	4730	245	3	90/03/19	\$9.31	1	SL-SE-0050	HUNTINGTON AVENUE
Portland East	441-1500434-001	032	4730	245	5	90/03/19	\$9.31	1	SL-SE-0050	HUNTINGTON AVENUE
Portland East	441-1500434-001	032	4730	245	7	90/03/19	\$9.31	1	SL-SE-0050	HUNTINGTON AVENUE
Portland East	441-1500434-001	032	4730	245	9	90/03/19	\$9.31	1	SL-SE-0050	HUNTINGTON AVENUE
Portland East	441-1500434-001	032	4730	245	11	90/03/19	\$9.31	1	SL-SE-0050	HUNTINGTON AVENUE
Portland East	441-1500434-001	032	4730	246	1	81/10/08	\$9.31	1	SL-SE-0050	HEATHER ROAD
Portland East	441-1500434-001	032	4730	246	2	91/10/22	\$9.31	1	SL-SE-0050	HEATHER ROAD
Portland East	441-1500434-001	032	4730	246	4	81/10/08	\$9.31	1	SL-SE-0050	HEATHER ROAD
Portland East	441-1500434-001	049	4730	251	2	00/10/28	\$10.94	1	SL-SC-0050	IDAHO STREET
Portland East	441-1500434-001	036	4730	253	2	80/12/30	\$11.28	1	SL-SE-0100	ILLSLEY STREET
Portland East	441-1500434-001	036	4730	253	3	80/12/30	\$11.28	1	SL-SE-0100	ILLSLEY STREET
Portland East	441-1500434-001	036	4730	253	6	80/12/22	\$11.28	1	SL-SE-0100	ILLSLEY STREET
Portland East	441-1500434-001	036	4730	253	7	80/12/30	\$11.28	1	SL-SE-0100	ILLSLEY STREET
Portland East	441-1500434-001	036	4730	253	8	80/12/19	\$11.28	1	SL-SE-0100	ILLSLEY STREET
Portland East	441-1500434-001	036	4730	253	9	80/12/30	\$11.28	1	SL-SE-0100	ILLSLEY STREET
Portland East	441-1500434-001	036	4730	253	9	80/12/30	\$11.28	1	SL-SE-0100	ILLSLEY STREET
Portland East	441-1496480-001	038	4730	254	1	89/12/31	\$12.96	1	SL-SE-0150	INDIA STREET
Portland East	441-1496480-001	034	4730	254	3	83/07/05	\$10.20	1	SL-SE-0070	INDIA STREET
Portland East	441-1496480-001	034	4730	254	8	83/07/05	\$10.20	1	SL-SE-0070	INDIA STREET
Portland East	441-1496480-001	034	4730	254	12	83/07/05	\$10.20	1	SL-SE-0070	INDIA STREET
Portland East	441-1496480-001	034	4730	254	13	83/07/05	\$10.20	1	SL-SE-0070	INDIA STREET
Portland East	441-1496480-001	034	4730	254	14	83/07/05	\$10.20	1	SL-SE-0070	INDIA STREET
Portland East	441-1496480-001	050	4730	254	00000H	04/10/29	\$10.92	1	SL-SC-0070	INDIA STREET
Portland East	441-1496480-001	040	4730	254	4H	83/07/05	\$17.56	1	SL-SE-0250	INDIA STREET
Portland East	441-1500434-001	032	4730	257	1	80/10/15	\$9.31	1	SL-SE-0050	INVERNESS STREET
Portland East	441-1500434-001	032	4730	257	3	80/10/15	\$9.31	1	SL-SE-0050	INVERNESS STREET
Portland East	441-1500434-001	032	4730	257	4	80/10/15	\$9.31	1	SL-SE-0050	INVERNESS STREET
Portland East	441-1500434-001	032	4730	257	6	80/10/15	\$9.31	1	SL-SE-0050	INVERNESS STREET
Portland East	441-1500434-001	034	4730	257	8	96/12/28	\$10.20	1	SL-SE-0070	INVERNESS STREET
Portland East	441-1500434-001	036	4730	257	9	96/12/28	\$11.28	1	SL-SE-0100	INVERNESS STREET
Portland East	441-1500434-001	036	4730	258	1	79/02/27	\$11.28	1	SL-SE-0100	IRVING STREET
Portland East	441-1500434-001	036	4730	258	2	79/02/27	\$11.28	1	SL-SE-0100	IRVING STREET
Portland East	441-1500434-001	036	4730	258	4	79/02/27	\$11.28	1	SL-SE-0100	IRVING STREET
Portland East	441-1500434-001	036	4730	258	6	79/02/27	\$11.28	1	SL-SE-0100	IRVING STREET
Portland East	441-1500434-001	036	4730	258	8	79/02/27	\$11.28	1	SL-SE-0100	IRVING STREET
Portland East	441-1500434-001	036	4730	258	10	79/02/27	\$11.28	1	SL-SE-0100	IRVING STREET
Portland East	441-1500434-001	036	4730	258	9H	79/02/27	\$11.28	1	SL-SE-0100	IRVING STREET
Portland East	441-1500434-001	032	4730	260	2	90/03/22	\$9.31	1	SL-SE-0050	IVALOO STREET
Portland East	441-1500434-001	050	4730	261	1	05/12/30	\$10.92	1	SL-SC-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	2	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	034	4730	261	3	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	4	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	5	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	8	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	12	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	050	4730	261	13	04/12/30	\$10.92	1	SL-SC-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	14	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	15	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	18	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	036	4730	261	23	90/03/08	\$11.28	1	SL-SE-0100	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	25	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	036	4730	261	16H	90/03/08	\$11.28	1	SL-SE-0100	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	034	4730	261	21H	90/03/08	\$10.20	1	SL-SE-0070	INDUSTRIAL PARKWAY
Portland East	441-1500434-001	032	4730	266	1	90/03/12	\$9.31	1	SL-SE-0050	JACKSON STREET
Portland East	441-1500434-001	032	4730	266	3	90/03/12	\$9.31	1	SL-SE-0050	JACKSON STREET
Portland East	441-1500434-001	032	4730	266	5	90/03/12	\$9.31	1	SL-SE-0050	JACKSON STREET
Portland East	441-1500434-001	032	4730	267	1	80/10/07	\$9.31	1	SL-SE-0050	JERSEY AVENUE
Portland East	441-1500434-001	049	4730	267	1	09/01/28	\$10.94	1	SL-SC-0050	JERSEY AVENUE
Portland East	441-1500434-001	032	4730	267	4	80/10/07	\$9.31	1	SL-SE-0050	JERSEY AVENUE
Portland East	441-1500434-001	036	4730	268	1	80/12/19	\$11.28	1	SL-SE-0100	JOHANSEN STREET
Portland East	441-1500434-001	036	4730	268	3	80/12/19	\$11.28	1	SL-SE-0100	JOHANSEN STREET
Portland East	441-1500434-001	036	4730	268	5	80/12/19	\$11.28	1	SL-SE-0100	JOHANSEN STREET
Portland East	441-1500434-001	032	4730	269	1	80/10/15	\$9.31	1	SL-SE-0050	JORDAN STREET
Portland East	441-1500434-001	032	4730	271	3	90/03/16	\$9.31	1	SL-SE-0050	JUNIPER STREET
Portland East	441-1500434-001	045	4730	277	3.01	03/07/27	\$11.66	1	SL-SP-0100	KANSAS AVENUE
Portland East	441-1500434-001	045	4730	277	3.1	03/07/27	\$11.66	1	SL-SP-0100	KANSAS AVENUE
Portland East	441-1496480-001	034	4730	278	1	90/03/06	\$10.20	1	SL-SE-0070	KELLOGG STREET
Portland East	441-1496480-001	034	4730	278	2	90/03/06	\$10.20	1	SL-SE-0070	KELLOGG STREET
Portland East	441-1496480-001	034	4730	278	3	90/03/06	\$10.20	1	SL-SE-0070	KELLOGG STREET
Portland East	441-1496480-001	034	4730	278	4	90/03/06	\$10.20	1	SL-SE-0070	KELLOGG STREET
Portland East	441-1496480-001	042	4730	278	4	88/12/13	\$17.99	1	SL-SF-0250	KELLOGG STREET
Portland East	441-1496480-001	034	4730	278	5	90/03/06	\$10.20	1	SL-SE-0070	KELLOGG STREET
Portland East	441-1857709-001	036	4730	278	5.1	88/12/13	\$11.28	1	SL-SE-0100	KELLOGG STREET
Portland East	441-1496480-001	034	4730	278	6	90/03/06	\$10.20	1	SL-SE-0070	KELLOGG STREET
Portland East	441-1496480-001	034	4730	278	7	90/03/06	\$10.20	1	SL-SE-0070	KELLOGG STREET
Portland East	441-1496480-001	034	4730	278	8	90/03/06	\$10.20	1	SL-SE-0070	KELLOGG STREET
Portland East	441-1500434-001	032	4730	279	1	80/10/17	\$9.31	1	SL-SE-0050	KENDALL STREET
Portland East	441-1496480-001	036	4730	280	4	90/03/26	\$11.28	1	SL-SE-0100	KENNEBEC STREET
Portland East	441-1496480-001	048	4730	280	6	17/01/27	\$11.66	1	SL-SC-0100	KENNEBEC STREET
Portland East	441-1496480-001	048	4730	280	8	05/04/28	\$11.66	1	SL-SC-0100	KENNEBEC STREET
Portland East	441-1496480-001	040	4730	280	10	96/09/27	\$17.56	1	SL-SF-0250	KENNEBEC STREET
Portland East	441-1496480-001	036	4730	280	13	90/03/26	\$11.28	1	SL-SE-0100	KENNEBEC STREET
Portland East	441-1496480-001	036	4730	280	14	90/03/26	\$11.28	1	SL-SE-0100	KENNEBEC STREET
Portland East	441-1496480-001	048	4730	280	15	01/12/29	\$11.66	1	SL-SC-0100	KENNEBEC STREET
Portland East	441-1496480-001	036	4730	280	16	90/03/26	\$11.28	1	SL-SE-0100	KENNEBEC STREET
Portland East	441-1496480-001	036	4730	280	17	90/03/26	\$11.28	1	SL-SE-0100	KENNEBEC STREET
Portland East	441-1496480-001	036	4730	280	19	90/03/26	\$11.28	1	SL-SE-0100	KENNEBEC STREET
Portland East	441-1496480-001	040	4730	280	21	90/03/26	\$17.56	1	SL-SF-0250	KENNEBEC STREET
Portland East	441-1496480-001	042	4730	280	22	94/03/29	\$17.99	1	SL-SF-0250	KENNEBEC STREET
Portland East	441-1496480-001	042	4730	280	23	94/03/29	\$17.99	1	SL-SF-0250	KENNEBEC STREET
Portland East	441-1496480-001	080	4730	280	23.1	06/02/25	\$24.63	1	SL-HF-0250	KENNEBEC STREET
Portland East	441-1496480-001	080	4730	280	23.2	06/04/27	\$24.63	1	SL-HF-0250	KENNEBEC STREET
Portland East	441-1496480-001	080	4730	280	23.3	06/11/29	\$24.63	1	SL-HF-0250	KENNEBEC STREET
Portland East	441-1496480-001	040	4730	280	14H	90/03/26	\$17.56	1	SL-SE-0250	KENNEBEC STREET
Portland East	441-1496480-001	036	4730	280	15H	90/03/26	\$11.28	1	SL-SE-0100	KENNEBEC STREET
Portland East	441-1500434-001	032	4730	282	1	80/10/21	\$9.31	1	SL-SE-0050	KENSINGTON STREET
Portland East	441-1500434-001	036	4730	282	1	80/10/21	\$11.28	1	SL-SE-0100	KENSINGTON STREET
Portland East	441-1500434-001	032	4730	282	2	80/10/17	\$11.28	1	SL-SE-0100	KENSINGTON STREET
Portland East	441-1500434-001	036	4730	282	5	80/10/17	\$9.31	1	SL-SE-0050	KENSINGTON STREET
Portland East	441-1500434-001	032	4730	284	1	80/11/24	\$9.31	1	SL-SE-0050	KIDDER STREET, EAST
Portland East	441-1500434-001	032	4730	284	2	81/02/18	\$9.31	1	SL-SE-0050	KIDDER STREET, EAST
Portland East	441-1500434-001	032	4730	284	3	80/11/25	\$9.31	1	SL-SE-0050	KIDDER STREET, EAST
Portland East	441-1500434-001	032	4730	284	5	80/11/25	\$9.31	1	SL-SE-0050	KIDDER STREET, EAST
Portland East	441-1500434-001	032	4730	284	7	80/11/25	\$9.31	1	SL-SE-0050	KIDDER STREET, EAST
Portland East	441-1500434-001	032	4730	284	8	80/12/02	\$9.31	1	SL-SE-0050	KIDDER STREET, EAST
Portland East	441-1500434-001	032	4730	284	10	80/11/25	\$9.31	1	SL-SE-0050	KIDDER STREET, EAST
Portland East	441-1500434-001	032	4730	284	12	80/11/25	\$9.31	1	SL-SE-0050	KIDDER STREET, EAST
Portland East	441-1500434-001	032	4730	285	1	80/11/25	\$9.31	1	SL-SE-0050	KIDDER STREET, WEST
Portland East	441-1500434-001	032	4730	285	2	80/11/25	\$9.31	1	SL-SE-0050	KIDDER STREET, WEST
Portland East	441-1500434-001	032	4730	285	3	80/11/26	\$9.31	1	SL-SE-0050	KIDDER STREET, WEST
Portland East	441-1500434-001	049	4730	285	5	06/12/29	\$10.94	1	SL-SC-0050	KIDDER STREET, WEST
Portland East	441-1500434-001	032	4730	286	3	90/03/23	\$9.31	1	SL-SE-0050	KINEO STREET
Portland East	441-1500434-001	032	4730	286	5	90/03/23	\$9.31	1	SL-SE-0050	KINEO STREET
Portland East	441-1500434-001	036	4730	288	2	78/10/18	\$11.28	1	SL-SE-0100	KNIGHT STREET
Portland East	441-1500434-001	036	4730	288	4	78/10/18	\$11.28	1	SL-SE-0100	KNIGHT STREET
Portland East	441-1500434-001	049	4730	293	1	06/03/29	\$10.94	1	SL-SC-0050	LESTER DRIVE
Portland East	441-1500434-001	032	4730	293	3	81/09/16	\$9.31	1	SL-SE-0050	LESTER DRIVE
Portland East	441-1500434-001	032	4730	293	5	81/09/16	\$9.31	1	SL-SE-0050	LESTER DRIVE
Portland East	441-1500434-001	045	4730	293	6.1	86/09/17	\$11.66	1	SL-SP-0100	LESTER DRIVE
Portland East	441-1500434-001	045	4730	293	7.1	86/09/17	\$11.66	1	SL-SP-0100	LESTER DRIVE
Portland East	441-1500434-001	045	4730	293	7.2	86/09/17	\$11.66	1	SL-SP-0100	LESTER DRIVE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	045	4730	293	8 01	86/09/17	\$11.66	1	SL-SP-0100	LESTER DRIVE
Portland East	441-1500434-001	045	4730	293	8.1	86/09/17	\$11.66	1	SL-SP-0100	LESTER DRIVE
Portland East	441-1500434-001	045	4730	293	9.01	86/09/17	\$11.66	1	SL-SP-0100	LESTER DRIVE
Portland East	441-1500434-001	045	4730	293	9.1	86/09/17	\$11.66	1	SL-SP-0100	LESTER DRIVE
Portland East	441-1500434-001	045	4730	293	10.01	86/09/17	\$11.66	1	SL-SP-0100	LESTER DRIVE
Portland East	441-1500434-001	045	4730	293	10.1	86/09/17	\$11.66	1	SL-SP-0100	LESTER DRIVE
Portland East	441-1496480-001	032	4730	294	1	82/02/10	\$9.31	1	SL-SE-0050	LAFAYETTE STREET
Portland East	441-1496480-001	032	4730	294	3	82/02/10	\$9.31	1	SL-SE-0050	LAFAYETTE STREET
Portland East	441-1496480-001	511	4730	294	5.1	15/08/27	\$5.92	1	SL-HE-0250 EO	LAFAYETTE STREET
Portland East	441-1496480-001	032	4730	294	6	82/02/10	\$9.31	1	SL-SE-0050	LAFAYETTE STREET
Portland East	441-1496480-001	032	4730	294	8	82/12/28	\$9.31	1	SL-SE-0050	LAFAYETTE STREET
Portland East	441-1500434-001	034	4730	295	2	85/12/11	\$10.20	1	SL-SE-0070	LAMBERT STREET
Portland East	441-1500434-001	034	4730	295	4	85/12/11	\$10.20	1	SL-SE-0070	LAMBERT STREET
Portland East	441-1500434-001	034	4730	295	6	85/12/11	\$10.20	1	SL-SE-0070	LAMBERT STREET
Portland East	441-1500434-001	034	4730	295	8	85/12/11	\$10.20	1	SL-SE-0070	LAMBERT STREET
Portland East	441-1500434-001	034	4730	295	11	85/12/11	\$10.20	1	SL-SE-0070	LAMBERT STREET
Portland East	441-1500434-001	034	4730	295	13	85/12/11	\$10.20	1	SL-SE-0070	LAMBERT STREET
Portland East	441-1500434-001	034	4730	295	15	86/01/31	\$10.20	1	SL-SE-0070	LAMBERT STREET
Portland East	441-1500434-001	034	4730	295	17	86/01/31	\$10.20	1	SL-SE-0070	LAMBERT STREET
Portland East	441-1500434-001	036	4730	295	18	86/01/31	\$11.28	1	SL-SE-0100	LAMBERT STREET
Portland East	441-1500434-001	052	4730	295	19.1	01/11/29	\$18.90	1	SL-SC-0250	LAMBERT STREET
Portland East	441-1500434-001	052	4730	295	19.1	01/11/29	\$18.90	1	SL-SC-0250	LAMBERT STREET
Portland East	441-1500434-001	040	4730	295	19.2	80/12/11	\$17.56	1	SL-SE-0250	LAMBERT STREET
Portland East	441-1500434-001	034	4730	295	16H	86/01/31	\$10.20	1	SL-SE-0070	LAMBERT STREET
Portland East	441-1496480-001	032	4730	297	17	82/02/16	\$9.31	1	SL-SE-0050	LANCASTER STREET
Portland East	441-1496480-001	032	4730	297	19	82/02/16	\$9.31	1	SL-SE-0050	LANCASTER STREET
Portland East	441-1496480-001	032	4730	297	21	82/02/16	\$9.31	1	SL-SE-0050	LANCASTER STREET
Portland East	441-1496480-001	049	4730	297	23	05/04/28	\$10.94	1	SL-SC-0050	LANCASTER STREET
Portland East	441-1496480-001	049	4730	297	24	06/12/29	\$10.94	1	SL-SC-0050	LANCASTER STREET
Portland East	441-1496480-001	032	4730	301	2	81/08/19	\$9.31	1	SL-SE-0050	LARCH STREET
Portland East	441-1496480-001	032	4730	301	4	81/08/19	\$9.31	1	SL-SE-0050	LARCH STREET
Portland East	441-1496480-001	032	4730	301	5	82/02/12	\$9.31	1	SL-SE-0050	LARCH STREET
Portland East	441-1496480-001	049	4730	301	6	03/01/29	\$10.94	1	SL-SC-0050	LARCH STREET
Portland East	441-1500434-001	032	4730	304	2	90/03/23	\$9.31	1	SL-SE-0050	LAWRENCE AVENUE
Portland East	441-1500434-001	032	4730	304	5	90/03/23	\$9.31	1	SL-SE-0050	LAWRENCE AVENUE
Portland East	441-1500434-001	032	4730	305	2	80/10/16	\$9.31	1	SL-SE-0050	LENNOX STREET
Portland East	441-1500434-001	032	4730	306	2	90/03/12	\$9.31	1	SL-SE-0050	LEXINGTON AVENUE
Portland East	441-1500434-001	032	4730	306	4	90/03/12	\$9.31	1	SL-SE-0050	LEXINGTON AVENUE
Portland East	441-1500434-001	049	4730	306	6	05/12/30	\$10.94	1	SL-SC-0050	LEXINGTON AVENUE
Portland East	441-1500434-001	032	4730	306	8	90/03/12	\$9.31	1	SL-SE-0050	LEXINGTON AVENUE
Portland East	441-1500434-001	032	4730	306	10	90/03/12	\$9.31	1	SL-SE-0050	LEXINGTON AVENUE
Portland East	441-1500434-001	032	4730	306	12	90/03/12	\$9.31	1	SL-SE-0050	LEXINGTON AVENUE
Portland East	441-1500434-001	032	4730	306	13H	90/03/12	\$9.31	1	SL-SE-0050	LEXINGTON AVENUE
Portland East	441-1500434-001	032	4730	308	2	90/03/12	\$9.31	1	SL-SE-0050	LIBBY ST
Portland East	441-1500434-001	032	4730	308	4	90/03/12	\$9.31	1	SL-SE-0050	LIBBY ST
Portland East	441-1500434-001	032	4730	313	2	82/02/10	\$9.31	1	SL-SE-0050	LLOYD AVENUE
Portland East	441-1496480-001	034	4730	314	1	83/03/17	\$10.20	1	SL-SE-0070	LOCUST STREET
Portland East	441-1496480-001	034	4730	314	2	83/03/17	\$10.20	1	SL-SE-0070	LOCUST STREET
Portland East	441-1496480-001	034	4730	314	3	90/02/12	\$10.20	1	SL-SE-0070	LOCUST STREET
Portland East	441-1496480-001	034	4730	314	4	83/03/17	\$10.20	1	SL-SE-0070	LOCUST STREET
Portland East	441-1500434-001	032	4730	315	1	84/01/24	\$9.31	1	SL-SE-0050	LORAIN STREET
Portland East	441-1500434-001	049	4730	315	3	07/12/29	\$10.94	1	SL-SC-0050	LORAIN STREET
Portland East	441-1500434-001	032	4730	315	0000S	84/01/24	\$9.31	1	SL-SE-0050	LORAIN STREET
Portland East	441-1500434-001	032	4730	317	1	90/03/22	\$9.31	1	SL-SE-0050	LORING AVENUE
Portland East	441-1500434-001	032	4730	317	3	90/03/22	\$9.31	1	SL-SE-0050	LORING AVENUE
Portland East	441-1500434-001	032	4730	318	3	90/03/12	\$9.31	1	SL-SE-0050	LUKE STREET
Portland East	441-1500434-001	032	4730	318	6	90/03/12	\$9.31	1	SL-SE-0050	LUKE STREET
Portland East	441-1500434-001	032	4730	319	1	82/09/28	\$9.31	1	SL-SE-0050	GRAHAM TERRACE
Portland East	441-1500434-001	032	4730	319	2	82/09/28	\$9.31	1	SL-SE-0050	GRAHAM TERRACE
Portland East	441-1500434-001	032	4730	320	2	80/11/20	\$9.31	1	SL-SE-0050	LYNDA ROAD
Portland East	441-1500434-001	032	4730	323	4	80/10/06	\$9.31	1	SL-SE-0050	LONGVIEW AVENUE
Portland East	441-1500434-001	032	4730	323	6	80/10/06	\$9.31	1	SL-SE-0050	LONGVIEW AVENUE
Portland East	441-1500434-001	032	4730	323	7	80/10/06	\$9.31	1	SL-SE-0050	LONGVIEW AVENUE
Portland East	441-1500434-001	032	4730	323	8	80/10/06	\$9.31	1	SL-SE-0050	LONGVIEW AVENUE
Portland East	441-1500434-001	032	4730	323	9	80/10/06	\$9.31	1	SL-SE-0050	LONGVIEW AVENUE
Portland East	441-1500434-001	032	4730	325	1	90/06/30	\$9.31	1	SL-SE-0050	MALILLY ROAD
Portland East	441-1500434-001	032	4730	325	3	90/06/30	\$9.31	1	SL-SE-0050	MALILLY ROAD
Portland East	441-1496480-001	032	4730	327	3	91/12/28	\$9.31	1	SL-SE-0050	MAPLE STREET
Portland East	441-1496480-001	032	4730	327	4	91/12/28	\$9.31	1	SL-SE-0050	MAPLE STREET
Portland East	441-1500434-001	036	4730	328	1	90/03/23	\$11.28	1	SL-SE-0100	MACKWORTH STREET
Portland East	441-1500434-001	036	4730	328	3	90/03/23	\$11.28	1	SL-SE-0100	MACKWORTH STREET
Portland East	441-1500434-001	036	4730	328	5	90/03/23	\$11.28	1	SL-SE-0100	MACKWORTH STREET
Portland East	441-1500434-001	048	4730	328	7	08/01/27	\$11.66	1	SL-SC-0100	MACKWORTH STREET
Portland East	441-1500434-001	036	4730	328	9	90/03/23	\$11.28	1	SL-SE-0100	MACKWORTH STREET
Portland East	441-1500434-001	036	4730	328	10	90/03/23	\$11.28	1	SL-SE-0100	MACKWORTH STREET
Portland East	441-1500434-001	032	4730	328	11	80/12/02	\$9.31	1	SL-SE-0050	MACKWORTH STREET
Portland East	441-1500434-001	049	4730	328	12	07/07/28	\$10.94	1	SL-SC-0050	MACKWORTH STREET
Portland East	441-1496480-001	036	4730	329	2	90/03/26	\$11.28	1	SL-SE-0100	MADISON STREET
Portland East	441-1496480-001	036	4730	329	4	90/03/26	\$11.28	1	SL-SE-0100	MADISON STREET
Portland East	441-1857709-001	032	4730	329	5.1	88/12/12	\$9.31	1	SL-SE-0050	MADISON STREET
Portland East	441-1857709-001	038	4730	329	5.1	88/12/12	\$12.96	1	SL-SE-0150	MADISON STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	036	4730	329	6	90/03/26	\$11.28	1	SL-SE-0100	MADISON STREET
Portland East	441-1500434-001	049	4730	331	2	14/02/27	\$10.94	1	SL-SC-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	4	82/02/01	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	6	82/02/01	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	8	82/02/01	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	049	4730	331	10	06/10/27	\$10.94	1	SL-SC-0050	MAINE AVENUE
Portland East	441-1500434-001	049	4730	331	12	05/12/30	\$10.94	1	SL-SC-0050	MAINE AVENUE
Portland East	441-1500434-001	049	4730	331	14	03/12/28	\$10.94	1	SL-SC-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	15	82/09/28	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	16	82/02/01	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	18	82/02/02	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	20	82/02/01	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	049	4730	331	21	04/12/30	\$10.94	1	SL-SC-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	22	80/10/07	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	24	80/10/07	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	032	4730	331	26	80/10/07	\$9.31	1	SL-SE-0050	MAINE AVENUE
Portland East	441-1500434-001	036	4730	332	1	78/10/19	\$11.28	1	SL-SE-0100	MAPLEWOOD STREET
Portland East	441-1500434-001	036	4730	332	2	78/10/19	\$11.28	1	SL-SE-0100	MAPLEWOOD STREET
Portland East	441-1500434-001	036	4730	332	3	78/10/19	\$11.28	1	SL-SE-0100	MAPLEWOOD STREET
Portland East	441-1500434-001	036	4730	333	4	91/07/28	\$17.56	1	SL-SE-0250	MARGINAL WAY
Portland East	441-1496480-001	040	4730	333	5	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	7	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	051	4730	333	9	01/01/27	\$13.93	1	SL-SC-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	11	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	13	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	764	4730	333	14.2	12/04/27	\$32.90	1	SL-HS-0175-ESPLND	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	15	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	17	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	19	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	20	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	053	4730	333	21	06/03/29	\$24.13	1	SL-SC-0400	MARGINAL WAY
Portland East	441-1496480-001	051	4730	333	22	08/03/27	\$13.93	1	SL-SC-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	23	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	27	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	29	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	31	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	051	4730	333	33	04/10/28	\$13.93	1	SL-SC-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	35	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	0H	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	051	4730	333	1H	01/01/27	\$13.93	1	SL-SC-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	24H	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	051	4730	333	25H	05/01/27	\$13.93	1	SL-SC-0150	MARGINAL WAY
Portland East	441-1496480-001	038	4730	333	2H	82/07/13	\$12.96	1	SL-SE-0150	MARGINAL WAY
Portland East	441-1496480-001	032	4730	334	1	82/02/11	\$9.31	1	SL-SE-0050	MARION STREET
Portland East	441-1496480-001	049	4730	334	2	06/03/29	\$10.94	1	SL-SC-0050	MARION STREET
Portland East	441-1496480-001	045	4730	335	1	91/03/28	\$11.66	1	SL-SP-0100	MARKET STREET
Portland East	441-1496480-001	045	4730	335	2	91/03/28	\$11.66	1	SL-SP-0100	MARKET STREET
Portland East	441-1496480-001	045	4730	335	3	91/03/28	\$11.66	1	SL-SP-0100	MARKET STREET
Portland East	441-1496480-001	038	4730	335	4	85/02/28	\$12.96	1	SL-SE-0150	MARKET STREET
Portland East	441-1496480-001	038	4730	335	5	85/02/28	\$12.96	1	SL-SE-0150	MARKET STREET
Portland East	441-1496480-001	051	4730	335	6	09/12/30	\$13.93	1	SL-SC-0150	MARKET STREET
Portland East	441-1496480-001	047	4730	335	7	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	8	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	9	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	10	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	11	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	12	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	13	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	14	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	15	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	16	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	047	4730	335	18	90/06/03	\$20.27	1	SL-SD-0250	MARKET STREET
Portland East	441-1496480-001	038	4730	335	3H	85/02/28	\$12.96	1	SL-SE-0150	MARKET STREET
Portland East	441-1500434-001	050	4730	336	1	05/01/27	\$10.92	1	SL-SC-0070	MARLBOROUGH ROAD
Portland East	441-1500434-001	034	4730	336	3	90/12/29	\$10.20	1	SL-SE-0070	MARLBOROUGH ROAD
Portland East	441-1500434-001	048	4730	342	1	03/01/29	\$11.66	1	SL-SC-0100	MAYLAND STREET
Portland East	441-1500434-001	036	4730	342	3	79/02/27	\$11.28	1	SL-SE-0100	MAYLAND STREET
Portland East	441-1500434-001	036	4730	342	5	79/02/27	\$11.28	1	SL-SE-0100	MAYLAND STREET
Portland East	441-1500434-001	036	4730	342	6	79/02/27	\$11.28	1	SL-SE-0100	MAYLAND STREET
Portland East	441-1496480-001	036	4730	343	1	90/03/26	\$11.28	1	SL-SE-0100	MAYO STREET
Portland East	441-1496480-001	036	4730	343	2	90/03/26	\$11.28	1	SL-SE-0100	MAYO STREET
Portland East	441-1496480-001	036	4730	343	3	90/03/26	\$11.28	1	SL-SE-0100	MAYO STREET
Portland East	441-1496480-001	036	4730	343	4	90/03/26	\$11.28	1	SL-SE-0100	MAYO STREET
Portland East	441-1496480-001	038	4730	343	5	91/12/28	\$12.96	1	SL-SE-0150	MAYO STREET
Portland East	441-1496480-001	038	4730	343	5	92/08/28	\$22.64	1	SL-SF-0400	MAYO STREET
Portland East	441-1857709-001	042	4730	343	6	92/08/28	\$17.99	1	SL-SF-0250	MAYO STREET
Portland East	441-1857709-001	042	4730	343	6	92/08/28	\$17.99	1	SL-SF-0250	MAYO STREET
Portland East	441-1857709-001	051	4730	343	7	01/10/27	\$13.93	1	SL-SC-0150	MAYO STREET
Portland East	441-1857709-001	038	4730	343	7	88/12/12	\$12.96	1	SL-SE-0150	MAYO STREET
Portland East	441-1857709-001	042	4730	343	7	92/08/28	\$17.99	1	SL-SF-0250	MAYO STREET
Portland East	441-1857709-001	040	4730	343	7.1	92/08/28	\$17.56	1	SL-SE-0250	MAYO STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1857709-001	048	4730	343	8.1	92/08/28	\$11.66	1	SL-SC-0100	MAYO STREET
Portland East	441-1857709-001	042	4730	343	8.2	92/08/28	\$17.99	1	SL-SF-0250	MAYO STREET
Portland East	441-1857709-001	042	4730	343	8.2	13/01/27	\$17.99	1	SL-SF-0250	MAYO STREET
Portland East	441-1496480-001	048	4730	345	2	11/02/25	\$11.66	1	SL-SC-0100	MECHANIC STREET
Portland East	441-1496480-001	043	4730	345	3	09/01/28	\$22.64	1	SL-SF-0400	MECHANIC STREET
Portland East	441-1496480-001	043	4730	345	4	09/01/28	\$22.64	1	SL-SF-0400	MECHANIC STREET
Portland East	441-1496480-001	049	4730	346	1	06/12/29	\$10.94	1	SL-SC-0050	MELBOURNE STREET
Portland East	441-1496480-001	032	4730	346	3	82/02/10	\$9.31	1	SL-SE-0050	MELBOURNE STREET
Portland East	441-1496480-001	032	4730	346	5	82/02/10	\$9.31	1	SL-SE-0050	MELBOURNE STREET
Portland East	441-1496480-001	032	4730	346	6	85/11/13	\$9.31	1	SL-SE-0050	MELBOURNE STREET
Portland East	441-1496480-001	032	4730	346	8	82/02/10	\$9.31	1	SL-SE-0050	MELBOURNE STREET
Portland East	441-1496480-001	050	4730	346	10	04/10/29	\$10.92	1	SL-SC-0070	MELBOURNE STREET
Portland East	441-1500434-001	032	4730	347	1	82/02/10	\$9.31	1	SL-SE-0050	MELROSE STREET
Portland East	441-1496480-001	049	4730	348	1	09/10/28	\$10.94	1	SL-SC-0050	MERRILL STREET
Portland East	441-1496480-001	032	4730	348	3	81/08/24	\$9.31	1	SL-SE-0050	MERRILL STREET
Portland East	441-1496480-001	036	4730	348	4	90/03/28	\$11.28	1	SL-SE-0100	MERRILL STREET
Portland East	441-1496480-001	034	4730	348	5	85/11/13	\$10.20	1	SL-SE-0070	MERRILL STREET
Portland East	441-1496480-001	050	4730	348	6	09/12/30	\$10.92	1	SL-SC-0070	MERRILL STREET
Portland East	441-1496480-001	032	4730	348	7	82/05/11	\$9.31	1	SL-SE-0050	MERRILL STREET
Portland East	441-1496480-001	034	4730	351	6	89/10/04	\$10.20	1	SL-SE-0070	BURNSIDE AVENUE
Portland East	441-1500434-001	050	4730	351	8	03/09/26	\$10.92	1	SL-SC-0070	BURNSIDE AVENUE
Portland East	441-1496480-001	032	4730	352	2	82/05/11	\$9.31	1	SL-SE-0050	MIDDLE STREET
Portland East	441-1496480-001	038	4730	352	5	82/09/03	\$12.96	1	SL-SE-0150	MIDDLE STREET
Portland East	441-1496480-001	038	4730	352	7	82/09/03	\$12.96	1	SL-SE-0150	MIDDLE STREET
Portland East	441-1496480-001	038	4730	352	9	82/09/03	\$12.96	1	SL-SE-0150	MIDDLE STREET
Portland East	441-1496480-001	040	4730	352	14	76/06/01	\$17.56	1	SL-SE-0250	MIDDLE STREET
Portland East	441-1496480-001	038	4730	352	17.1	82/09/03	\$12.96	1	SL-SE-0150	MIDDLE STREET
Portland East	441-1496480-001	038	4730	352	18	82/10/30	\$12.96	1	SL-SE-0150	MIDDLE STREET
Portland East	441-1496480-001	038	4730	352	19.1	82/10/30	\$12.96	1	SL-SE-0150	MIDDLE STREET
Portland East	441-1496480-001	038	4730	352	20	82/10/30	\$12.96	1	SL-SE-0150	MIDDLE STREET
Portland East	441-1496480-001	038	4730	352	21	82/10/30	\$12.96	1	SL-SE-0150	MIDDLE STREET
Portland East	441-1496480-001	047	4730	352	22	90/06/03	\$20.27	1	SL-SD-0250	MIDDLE STREET
Portland East	441-1496480-001	047	4730	352	23	90/06/03	\$20.27	1	SL-SD-0250	MIDDLE STREET
Portland East	441-1500434-001	764	4730	352	501	09/10/28	\$32.90	1	SL-HS-0175-ESPLND	MIDDLE STREET
Portland East	441-1500434-001	764	4730	352	502	09/10/28	\$32.90	1	SL-HS-0175-ESPLND	MIDDLE STREET
Portland East	441-1496480-001	045	4730	353	2	97/07/30	\$11.66	1	SL-SF-0100	MILK STREET
Portland East	441-1496480-001	045	4730	353	3	97/07/30	\$11.66	1	SL-SF-0100	MILK STREET
Portland East	441-1496480-001	038	4730	353	1H	85/02/28	\$12.96	1	SL-SE-0150	MILK STREET
Portland East	441-1500434-001	032	4730	354	2	90/03/12	\$9.31	1	SL-SE-0050	HARMONY ROAD
Portland East	441-1500434-001	032	4730	354	4	90/03/12	\$9.31	1	SL-SE-0050	HARMONY ROAD
Portland East	441-1496480-001	032	4730	355	1	82/02/11	\$9.31	1	SL-SE-0050	MONROE ROAD
Portland East	441-1496480-001	036	4730	357	1	90/03/07	\$11.28	1	SL-SE-0100	MONTGOMERY STREET
Portland East	441-1496480-001	036	4730	357	2	90/03/07	\$11.28	1	SL-SE-0100	MONTGOMERY STREET
Portland East	441-1496480-001	032	4730	358	1.1	85/11/13	\$9.31	1	SL-SE-0050	MONTREAL STREET
Portland East	441-1496480-001	032	4730	358	2	82/02/10	\$9.31	1	SL-SE-0050	MONTREAL STREET
Portland East	441-1496480-001	032	4730	358	4	82/02/10	\$9.31	1	SL-SE-0050	MONTREAL STREET
Portland East	441-1496480-001	032	4730	358	5	82/02/10	\$9.31	1	SL-SE-0050	MONTREAL STREET
Portland East	441-1496480-001	032	4730	358	7	82/02/10	\$9.31	1	SL-SE-0050	MONTREAL STREET
Portland East	441-1496480-001	034	4730	360	1	90/03/06	\$10.20	1	SL-SE-0070	MONUMENT STREET
Portland East	441-1496480-001	034	4730	360	4	90/03/06	\$10.20	1	SL-SE-0070	MONUMENT STREET
Portland East	441-1496480-001	034	4730	360	5	90/03/06	\$10.20	1	SL-SE-0070	MONUMENT STREET
Portland East	441-1496480-001	034	4730	360	6	90/03/06	\$10.20	1	SL-SE-0070	MONUMENT STREET
Portland East	441-1496480-001	034	4730	360	7	90/03/06	\$10.20	1	SL-SE-0070	MONUMENT STREET
Portland East	441-1496480-001	034	4730	360	14	90/03/06	\$10.20	1	SL-SE-0070	MONUMENT STREET
Portland East	441-1496480-001	034	4730	360	15	90/03/06	\$10.20	1	SL-SE-0070	MONUMENT STREET
Portland East	441-1496480-001	040	4730	361	3.11	91/06/27	\$17.56	1	SL-SE-0250	MOODY STREET
Portland East	441-1496480-001	040	4730	361	3.11	91/06/27	\$17.56	1	SL-SE-0250	MOODY STREET
Portland East	441-1496480-001	040	4730	361	3.12	93/07/01	\$17.56	1	SL-SE-0250	MOODY STREET
Portland East	441-1496480-001	040	4730	361	3.13	91/06/27	\$17.56	1	SL-SE-0250	MOODY STREET
Portland East	441-1496480-001	052	4730	361	3.13	03/03/28	\$18.90	1	SL-SC-0250	MOODY STREET
Portland East	441-1496480-001	040	4730	361	3.14	91/06/27	\$17.56	1	SL-SE-0250	MOODY STREET
Portland East	441-1496480-001	040	4730	361	3.14	91/06/27	\$17.56	1	SL-SE-0250	MOODY STREET
Portland East	441-1496480-001	049	4730	361	5	06/12/29	\$10.94	1	SL-SC-0050	MOODY STREET
Portland East	441-1496480-001	049	4730	361	6	08/01/27	\$10.94	1	SL-SC-0050	MOODY STREET
Portland East	441-1496480-001	034	4730	362	2	90/03/06	\$10.20	1	SL-SE-0070	MORNING STREET
Portland East	441-1496480-001	034	4730	362	5	90/03/06	\$10.20	1	SL-SE-0070	MORNING STREET
Portland East	441-1496480-001	034	4730	362	7	90/03/06	\$10.20	1	SL-SE-0070	MORNING STREET
Portland East	441-1496480-001	050	4730	362	8	11/12/30	\$10.92	1	SL-SC-0070	MORNING STREET
Portland East	441-1496480-001	034	4730	362	9	90/03/06	\$10.20	1	SL-SE-0070	MORNING STREET
Portland East	441-1496480-001	034	4730	362	11	90/03/06	\$10.20	1	SL-SE-0070	MORNING STREET
Portland East	441-1496480-001	034	4730	362	12	90/03/06	\$10.20	1	SL-SE-0070	MORNING STREET
Portland East	441-1496480-001	034	4730	362	13	90/03/06	\$10.20	1	SL-SE-0070	MORNING STREET
Portland East	441-1496480-001	034	4730	362	14	90/03/06	\$10.20	1	SL-SE-0070	MORNING STREET
Portland East	441-1496480-001	034	4730	362	15	90/03/06	\$10.20	1	SL-SE-0070	MORNING STREET
Portland East	441-1500434-001	032	4730	363	3	82/02/05	\$9.31	1	SL-SE-0050	MORRILL STREET
Portland East	441-1500434-001	032	4730	363	11	82/02/05	\$9.31	1	SL-SE-0050	MORRILL STREET
Portland East	441-1500434-001	032	4730	363	13	82/02/05	\$9.31	1	SL-SE-0050	MORRILL STREET
Portland East	441-1500434-001	034	4730	364	2	80/10/15	\$10.20	1	SL-SE-0070	MORSE STREET
Portland East	441-1500434-001	034	4730	364	3H	80/10/15	\$10.20	1	SL-SE-0070	MORSE STREET
Portland East	441-1496480-001	050	4730	366	4	01/06/27	\$10.92	1	SL-SC-0070	MOUNTFORT STREET
Portland East	441-1496480-001	034	4730	366	6	90/03/07	\$10.20	1	SL-SE-0070	MOUNTFORT STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	050	4730	366	8	07/01/27	\$10.92	1	SL-SC-0070	MOUNTFORT STREET
Portland East	441-1496480-001	034	4730	366	10	90/03/07	\$10.20	1	SL-SE-0070	MOUNTFORT STREET
Portland East	441-1496480-001	036	4730	368	1	91/12/28	\$11.28	1	SL-SE-0100	MUNJOY STREET
Portland East	441-1496480-001	034	4730	368	3	90/03/23	\$10.20	1	SL-SE-0070	MUNJOY STREET
Portland East	441-1496480-001	034	4730	368	5.1	90/03/23	\$10.20	1	SL-SE-0070	MUNJOY STREET
Portland East	441-1496480-001	034	4730	368	7	90/03/23	\$10.20	1	SL-SE-0070	MUNJOY STREET
Portland East	441-1496480-001	034	4730	368	9	90/03/23	\$10.20	1	SL-SE-0070	MUNJOY STREET
Portland East	441-1496480-001	034	4730	368	11.1	90/03/23	\$10.20	1	SL-SE-0070	MUNJOY STREET
Portland East	441-1500434-001	034	4730	370	3	85/02/28	\$10.20	1	SL-SE-0070	MURRAY STREET
Portland East	441-1500434-001	050	4730	370	5	05/09/28	\$10.92	1	SL-SC-0070	MURRAY STREET
Portland East	441-1500434-001	034	4730	370	7	85/02/28	\$10.20	1	SL-SE-0070	MURRAY STREET
Portland East	441-1500434-001	034	4730	370	9	85/02/28	\$10.20	1	SL-SE-0070	MURRAY STREET
Portland East	441-1500434-001	034	4730	370	11	85/02/28	\$10.20	1	SL-SE-0070	MURRAY STREET
Portland East	441-1500434-001	034	4730	370	13	85/02/28	\$10.20	1	SL-SE-0070	MURRAY STREET
Portland East	441-1500434-001	034	4730	370	15	85/02/28	\$10.20	1	SL-SE-0070	MURRAY STREET
Portland East	441-1500434-001	050	4730	370	17	04/12/30	\$10.92	1	SL-SC-0070	MURRAY STREET
Portland East	441-1496480-001	036	4730	371	3	87/07/20	\$11.28	1	SL-SE-0100	MYRTLE STREET
Portland East	441-1496480-001	036	4730	371	4	87/07/20	\$11.28	1	SL-SE-0100	MYRTLE STREET
Portland East	441-1496480-001	048	4730	371	5	09/12/30	\$11.66	1	SL-SC-0100	MYRTLE STREET
Portland East	441-1496480-001	040	4730	371	5.1	96/07/28	\$17.56	1	SL-SE-0250	MYRTLE STREET
Portland East	441-1500434-001	050	4730	373	1	04/12/30	\$10.92	1	SL-SC-0070	MELODY LANE
Portland East	441-1500434-001	032	4730	373	2	89/06/09	\$9.31	1	SL-SE-0050	MELODY LANE
Portland East	441-1500434-001	032	4730	373	3	89/06/09	\$9.31	1	SL-SE-0050	MELODY LANE
Portland East	441-1500434-001	032	4730	373	4	89/06/09	\$9.31	1	SL-SE-0050	MELODY LANE
Portland East	441-1500434-001	032	4730	373	5	89/06/09	\$9.31	1	SL-SE-0050	MELODY LANE
Portland East	441-1500434-001	032	4730	374	2	84/03/09	\$9.31	1	SL-SE-0050	MONA ROAD
Portland East	441-1500434-001	032	4730	374	4	84/03/09	\$9.31	1	SL-SE-0050	MONA ROAD
Portland East	441-1500434-001	032	4730	374	6	84/03/09	\$9.31	1	SL-SE-0050	MONA ROAD
Portland East	441-1500434-001	050	4730	375	1	09/12/30	\$10.92	1	SL-SC-0070	MILLIKEN ROAD
Portland East	441-1500434-001	050	4730	375	2	09/12/30	\$10.92	1	SL-SC-0070	MILLIKEN ROAD
Portland East	441-1500434-001	036	4730	375	3	90/03/08	\$11.28	1	SL-SE-0100	MILLIKEN ROAD
Portland East	441-1500434-001	032	4730	381	3	90/03/08	\$9.31	1	SL-SE-0050	FARRAGUT STREET
Portland East	441-1500434-001	032	4730	381	6	90/03/08	\$9.31	1	SL-SE-0050	FARRAGUT STREET
Portland East	441-1500434-001	048	4730	381	8	06/08/27	\$11.66	1	SL-SC-0100	FARRAGUT STREET
Portland East	441-1500434-001	032	4730	384	2	92/03/27	\$9.31	1	SL-SE-0050	NEVADA AVENUE
Portland East	441-1500434-001	032	4730	384	4	92/03/27	\$9.31	1	SL-SE-0050	NEVADA AVENUE
Portland East	441-1500434-001	034	4730	385	1	90/12/29	\$10.20	1	SL-SE-0070	DAGGETT STREET
Portland East	441-1500434-001	050	4730	385	3	02/12/29	\$10.92	1	SL-SC-0070	DAGGETT STREET
Portland East	441-1496480-001	032	4730	386	7	82/02/11	\$9.31	1	SL-SE-0050	NEWBURY STREET
Portland East	441-1496480-001	032	4730	386	8	82/02/11	\$9.31	1	SL-SE-0050	NEWBURY STREET
Portland East	441-1496480-001	032	4730	386	10	82/02/11	\$9.31	1	SL-SE-0050	NEWBURY STREET
Portland East	441-1496480-001	049	4730	386	13	09/12/30	\$10.94	1	SL-SC-0050	NEWBURY STREET
Portland East	441-1496480-001	032	4730	386	15	82/02/11	\$9.31	1	SL-SE-0050	NEWBURY STREET
Portland East	441-1496480-001	034	4730	386	16	85/11/18	\$10.20	1	SL-SE-0070	NEWBURY STREET
Portland East	441-1496480-001	045	4730	386	19.2	96/07/28	\$11.66	1	SL-SP-0100	NEWBURY STREET
Portland East	441-1496480-001	045	4730	386	19.3	81/04/16	\$11.66	1	SL-SP-0100	NEWBURY STREET
Portland East	441-1496480-001	032	4730	386	23	82/02/11	\$9.31	1	SL-SE-0050	NEWBURY STREET
Portland East	441-1500434-001	032	4730	388	1	81/10/07	\$9.31	1	SL-SE-0050	NEWTON STREET
Portland East	441-1500434-001	032	4730	388	3	81/10/07	\$9.31	1	SL-SE-0050	NEWTON STREET
Portland East	441-1500434-001	032	4730	388	4	81/10/07	\$9.31	1	SL-SE-0050	NEWTON STREET
Portland East	441-1500434-001	032	4730	388	6	81/10/07	\$9.31	1	SL-SE-0050	NEWTON STREET
Portland East	441-1500434-001	032	4730	388	8	81/10/07	\$9.31	1	SL-SE-0050	NEWTON STREET
Portland East	441-1500434-001	032	4730	388	10	81/10/07	\$9.31	1	SL-SE-0050	NEWTON STREET
Portland East	441-1500434-001	049	4730	388	12	09/12/30	\$10.94	1	SL-SC-0050	NEWTON STREET
Portland East	441-1500434-001	032	4730	388	14	81/10/07	\$9.31	1	SL-SE-0050	NEWTON STREET
Portland East	441-1500434-001	032	4730	389	4	90/03/08	\$9.31	1	SL-SE-0050	NINTH STREET
Portland East	441-1500434-001	034	4730	389	6	91/10/27	\$10.20	1	SL-SE-0070	NINTH STREET
Portland East	441-1500434-001	050	4730	389	7	14/01/29	\$10.92	1	SL-SC-0070	NINTH STREET
Portland East	441-1496480-001	050	4730	390	1	07/12/29	\$10.92	1	SL-SC-0070	NORTH STREET
Portland East	441-1496480-001	050	4730	390	2	05/04/28	\$10.92	1	SL-SC-0070	NORTH STREET
Portland East	441-1496480-001	050	4730	390	3	05/04/28	\$10.92	1	SL-SC-0070	NORTH STREET
Portland East	441-1496480-001	050	4730	390	5	01/01/27	\$10.92	1	SL-SC-0070	NORTH STREET
Portland East	441-1496480-001	036	4730	390	7	96/08/28	\$11.28	1	SL-SE-0100	NORTH STREET
Portland East	441-1496480-001	050	4730	390	10	05/01/27	\$10.92	1	SL-SC-0070	NORTH STREET
Portland East	441-1496480-001	036	4730	390	13	96/08/28	\$11.28	1	SL-SE-0100	NORTH STREET
Portland East	441-1496480-001	036	4730	390	16	94/05/27	\$11.28	1	SL-SE-0100	NORTH STREET
Portland East	441-1496480-001	036	4730	390	18	94/05/27	\$11.28	1	SL-SE-0100	NORTH STREET
Portland East	441-1496480-001	036	4730	390	20	94/05/27	\$11.28	1	SL-SE-0100	NORTH STREET
Portland East	441-1496480-001	051	4730	390	21	05/03/29	\$13.93	1	SL-SC-0150	NORTH STREET
Portland East	441-1496480-001	051	4730	390	22	06/03/29	\$13.93	1	SL-SC-0150	NORTH STREET
Portland East	441-1496480-001	048	4730	390	23	06/03/29	\$11.66	1	SL-SC-0100	NORTH STREET
Portland East	441-1496480-001	048	4730	390	23.1	06/03/29	\$11.66	1	SL-SC-0100	NORTH STREET
Portland East	441-1496480-001	051	4730	390	24	04/10/28	\$13.93	1	SL-SC-0150	NORTH STREET
Portland East	441-1500434-001	049	4730	392	1	09/10/28	\$10.94	1	SL-SC-0050	NOTTINGHAM AVENUE
Portland East	441-1500434-001	032	4730	392	2	92/03/27	\$9.31	1	SL-SE-0050	NOTTINGHAM AVENUE
Portland East	441-1500434-001	032	4730	392	5	92/03/27	\$9.31	1	SL-SE-0050	NOTTINGHAM AVENUE
Portland East	441-1496480-001	034	4730	399	2	90/03/07	\$10.20	1	SL-SE-0070	OBRIEN STREET
Portland East	441-1496480-001	050	4730	399	4	07/01/27	\$10.92	1	SL-SC-0070	OBRIEN STREET
Portland East	441-1496480-001	047	4730	400	2	90/06/03	\$20.27	1	SL-SD-0250	OAK ST
Portland East	441-1496480-001	047	4730	400	3	90/06/03	\$20.27	1	SL-SD-0250	OAK ST
Portland East	441-1496480-001	047	4730	400	4	90/06/03	\$20.27	1	SL-SD-0250	OAK ST

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	040	4730	400	5	77/02/09	\$17.56	1	SL-SE-0250	OAK ST
Portland East	441-1496480-001	038	4730	400	6	90/03/28	\$12.96	1	SL-SE-0150	OAK ST
Portland East	441-1496480-001	772	4730	400	700	12/07/28	\$24.83	1	SL-HS-0070-ESPLND	OAK ST
Portland East	441-1496480-001	772	4730	400	700	12/07/28	\$24.83	1	SL-HS-0070-ESPLND	OAK ST
Portland East	441-1496480-001	047	4730	400	2H	90/06/03	\$20.27	1	SL-SD-0250	OAK ST
Portland East	441-1496480-001	047	4730	400	3H	90/06/03	\$20.27	1	SL-SD-0250	OAK ST
Portland East	441-1496480-001	047	4730	400	4H	90/06/03	\$20.27	1	SL-SD-0250	OAK ST
Portland East	441-1496480-001	040	4730	400	5H	77/02/09	\$17.56	1	SL-SE-0250	OAK ST
Portland East	441-1500434-001	032	4730	403	1	80/10/15	\$9.31	1	SL-SE-0050	OAKLEY STREET
Portland East	441-1500434-001	032	4730	403	2	80/10/15	\$9.31	1	SL-SE-0050	OAKLEY STREET
Portland East	441-1500434-001	032	4730	403	4	80/10/15	\$9.31	1	SL-SE-0050	OAKLEY STREET
Portland East	441-1500434-001	032	4730	403	6	80/10/15	\$9.31	1	SL-SE-0050	OAKLEY STREET
Portland East	441-1500434-001	034	4730	405	3	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	5	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	7	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	9	03/12/28	\$10.92	1	SL-SC-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	11	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	050	4730	405	13	04/10/28	\$10.92	1	SL-SC-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	15	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	050	4730	405	17	03/09/26	\$10.92	1	SL-SC-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	19	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	20	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	23	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	25	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	27	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	29	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	32	82/02/10	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	34	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	37	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	39	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	41	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	44	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	47	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	49	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	050	4730	405	54	03/03/28	\$10.92	1	SL-SC-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	57	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	59	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	62	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	63	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	65	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	67	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	70	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	72	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	038	4730	405	72.01	83/03/17	\$12.96	1	SL-SE-0150	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	77	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	78	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	80	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	81	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	83	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	85	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	87	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	050	4730	405	89	03/09/26	\$10.92	1	SL-SC-0070	OCEAN AVENUE
Portland East	441-1500434-001	050	4730	405	91	11/01/27	\$10.92	1	SL-SC-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	93	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	95	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	98	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	050	4730	405	100	00/06/20	\$10.92	1	SL-SC-0070	OCEAN AVENUE
Portland East	441-1500434-001	050	4730	405	102	08/01/27	\$10.92	1	SL-SC-0070	OCEAN AVENUE
Portland East	441-1500434-001	048	4730	405	103	12/07/28	\$11.66	1	SL-SC-0100	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	105	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	108	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	0110	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	112	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	050	4730	405	114	05/01/27	\$10.92	1	SL-SC-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	118	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	118	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	049	4730	405	120	04/10/28	\$10.94	1	SL-SC-0050	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	0120	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	049	4730	405	120.01	04/10/28	\$10.94	1	SL-SC-0050	OCEAN AVENUE
Portland East	441-1500434-001	053	4730	405	120.02	04/10/28	\$24.13	1	SL-SC-0400	OCEAN AVENUE
Portland East	441-1500434-001	034	4730	405	122	82/02/16	\$10.20	1	SL-SE-0070	OCEAN AVENUE
Portland East	441-1500434-001	032	4730	408	2	80/10/08	\$9.31	1	SL-SE-0050	OLYMPIA STREET
Portland East	441-1500434-001	032	4730	408	4	80/10/08	\$9.31	1	SL-SE-0050	OLYMPIA STREET
Portland East	441-1500434-001	032	4730	408	6	80/10/08	\$9.31	1	SL-SE-0050	OLYMPIA STREET
Portland East	441-1500434-001	032	4730	408	8	80/10/08	\$9.31	1	SL-SE-0050	OLYMPIA STREET
Portland East	441-1500434-001	036	4730	410	1	90/03/05	\$11.28	1	SL-SE-0100	EASTMAN AVENUE
Portland East	441-1500434-001	036	4730	410	3	90/03/05	\$11.28	1	SL-SE-0100	EASTMAN AVENUE
Portland East	441-1500434-001	034	4730	411	1	94/10/28	\$10.20	1	SL-SE-0070	OREGON STREET
Portland East	441-1500434-001	032	4730	411	3	80/11/20	\$9.31	1	SL-SE-0050	OREGON STREET
Portland East	441-1496480-001	036	4730	412	3	90/03/27	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1500434-001	048	4730	412	3	06/02/25	\$11.66	1	SL-SC-0100	OXFORD STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	036	4730	412	4	90/03/27	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	7	90/03/27	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	8	90/03/26	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	10	09/12/30	\$11.66	1	SL-SC-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	20	90/03/27	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	27	90/03/27	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	28	90/03/27	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	29	91/12/28	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	31	91/12/28	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	31	06/11/29	\$17.99	1	SL-SF-0250	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	33	91/12/28	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	048	4730	412	34	92/07/29	\$11.66	1	SL-SC-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	36	91/12/28	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	048	4730	412	37	07/01/27	\$11.66	1	SL-SC-0100	OXFORD STREET
Portland East	441-1496480-001	052	4730	412	37	07/02/25	\$18.90	1	SL-SC-0250	OXFORD STREET
Portland East	441-1496480-001	052	4730	412	37.1	07/02/25	\$18.90	1	SL-SC-0250	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	38	91/12/28	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	036	4730	412	39	91/12/28	\$11.28	1	SL-SE-0100	OXFORD STREET
Portland East	441-1496480-001	052	4730	415	1H	07/12/29	\$18.90	1	SL-SC-0250	PLOWMAN STREET
Portland East	441-1500434-001	032	4730	417	1	81/10/08	\$9.31	1	SL-SE-0050	PINELOCH DRIVE
Portland East	441-1500434-001	045	4730	417	1.1	88/11/22	\$11.66	1	SL-SP-0100	PINELOCH DRIVE
Portland East	441-1500434-001	045	4730	417	2.1	88/11/22	\$11.66	1	SL-SP-0100	PINELOCH DRIVE
Portland East	441-1500434-001	045	4730	417	2.2	88/11/22	\$11.66	1	SL-SP-0100	PINELOCH DRIVE
Portland East	441-1500434-001	032	4730	417	3	81/10/08	\$9.31	1	SL-SE-0050	PINELOCH DRIVE
Portland East	441-1500434-001	032	4730	417	5	81/10/08	\$9.31	1	SL-SE-0050	PINELOCH DRIVE
Portland East	441-1500434-001	032	4730	417	6	81/10/08	\$9.31	1	SL-SE-0050	PINELOCH DRIVE
Portland East	441-1496480-001	038	4730	418	1	91/12/28	\$12.96	1	SL-SF-0250	PARRIS STREET
Portland East	441-1496480-001	042	4730	418	01.1	94/12/29	\$17.99	1	SL-SF-0250	PARRIS STREET
Portland East	441-1496480-001	042	4730	418	01.1	94/12/29	\$17.99	1	SL-SF-0250	PARRIS STREET
Portland East	441-1496480-001	038	4730	418	3	91/12/28	\$12.96	1	SL-SE-0150	PARRIS STREET
Portland East	441-1496480-001	038	4730	418	7	91/12/28	\$12.96	1	SL-SE-0150	PARRIS STREET
Portland East	441-1496480-001	042	4730	418	8	82/08/19	\$17.99	1	SL-SF-0250	PARRIS STREET
Portland East	441-1496480-001	036	4730	418	9	91/05/29	\$11.28	1	SL-SE-0100	PARRIS STREET
Portland East	441-1496480-001	051	4730	418	9	06/02/25	\$13.93	1	SL-SC-0150	PARRIS STREET
Portland East	441-1496480-001	038	4730	418	11	91/12/28	\$12.96	1	SL-SE-0150	PARRIS STREET
Portland East	441-1496480-001	038	4730	418	12	91/12/28	\$12.96	1	SL-SE-0150	PARRIS STREET
Portland East	441-1496480-001	038	4730	418	14	91/12/28	\$12.96	1	SL-SE-0150	PARRIS STREET
Portland East	441-1500434-001	032	4730	419	1	90/03/23	\$9.31	1	SL-SE-0050	PARSONS ROAD
Portland East	441-1500434-001	032	4730	419	3	90/03/23	\$9.31	1	SL-SE-0050	PARSONS ROAD
Portland East	441-1500434-001	032	4730	419	5	90/03/23	\$9.31	1	SL-SE-0050	PARSONS ROAD
Portland East	441-1500434-001	034	4730	419	6	94/01/28	\$10.20	1	SL-SE-0070	PARSONS ROAD
Portland East	441-1500434-001	032	4730	419	7	90/03/23	\$9.31	1	SL-SE-0050	PARSONS ROAD
Portland East	441-1500434-001	032	4730	419	8	80/10/31	\$9.31	1	SL-SE-0050	PARSONS ROAD
Portland East	441-1500434-001	032	4730	419	10	90/03/23	\$9.31	1	SL-SE-0050	PARSONS ROAD
Portland East	441-1500434-001	032	4730	419	8H	90/03/23	\$9.31	1	SL-SE-0050	PARSONS ROAD
Portland East	441-1496480-001	036	4730	421	3	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	5	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	6	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	038	4730	421	9	85/06/10	\$12.96	1	SL-SE-0150	PEARL STREET
Portland East	441-1496480-001	051	4730	421	9	05/01/27	\$13.93	1	SL-SC-0150	PEARL STREET
Portland East	441-1496480-001	036	4730	421	10	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	11	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	12	77/02/09	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	17	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	18	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	21	82/06/14	\$11.28	1	SL-SF-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	23	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	27	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	29	07/12/29	\$11.66	1	SL-SC-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	31	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1496480-001	036	4730	421	2H	82/06/14	\$11.28	1	SL-SE-0100	PEARL STREET
Portland East	441-1500434-001	032	4730	422	2	80/10/02	\$9.31	1	SL-SE-0050	PEMBROKE STREET
Portland East	441-1500434-001	032	4730	422	5	80/10/02	\$9.31	1	SL-SE-0050	PEMBROKE STREET
Portland East	441-1500434-001	049	4730	423	1	08/01/27	\$10.94	1	SL-SC-0050	PENNELL AVENUE
Portland East	441-1500434-001	050	4730	423	3	04/12/30	\$10.92	1	SL-SC-0070	PENNELL AVENUE
Portland East	441-1500434-001	034	4730	423	4	88/12/15	\$10.20	1	SL-SE-0070	PENNELL AVENUE
Portland East	441-1500434-001	034	4730	423	5	88/12/15	\$10.20	1	SL-SE-0070	PENNELL AVENUE
Portland East	441-1500434-001	034	4730	423	6	88/12/15	\$10.20	1	SL-SE-0070	PENNELL AVENUE
Portland East	441-1500434-001	050	4730	423	9	04/10/28	\$10.92	1	SL-SC-0070	PENNELL AVENUE
Portland East	441-1500434-001	034	4730	423	10	88/12/15	\$10.20	1	SL-SE-0070	PENNELL AVENUE
Portland East	441-1500434-001	034	4730	423	11	88/12/15	\$10.20	1	SL-SE-0070	PENNELL AVENUE
Portland East	441-1500434-001	045	4730	423	12.1	02/08/29	\$11.66	1	SL-SP-0100	PENNELL AVENUE
Portland East	441-1500434-001	034	4730	423	2H	88/12/15	\$10.20	1	SL-SE-0070	PENNELL AVENUE
Portland East	441-1500434-001	050	4730	423	2H	04/10/29	\$10.92	1	SL-SC-0070	PENNELL AVENUE
Portland East	441-1500434-001	032	4730	424	2	82/06/14	\$9.31	1	SL-SE-0050	PENNSYLVANIA AVENUE
Portland East	441-1500434-001	032	4730	424	4	80/10/06	\$9.31	1	SL-SE-0050	PENNSYLVANIA AVENUE
Portland East	441-1500434-001	045	4730	424	7.1	02/09/27	\$11.66	1	SL-SP-0100	PENNSYLVANIA AVENUE
Portland East	441-1496480-001	032	4730	426	1	81/08/18	\$9.31	1	SL-SE-0050	PLEASANT STREET (P 1-12)
Portland East	441-1496480-001	049	4730	426	2	04/10/28	\$10.94	1	SL-SC-0050	PLEASANT STREET (P 1-12)
Portland East	441-1496480-001	036	4730	426	3	82/02/17	\$11.28	1	SL-SE-0100	PLEASANT STREET (P 1-12)
Portland East	441-1496480-001	032	4730	426	4	81/08/18	\$9.31	1	SL-SE-0050	PLEASANT STREET (P 1-12)

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	032	4730	426	5	82/02/17	\$9.31	1	SL-SE-0050	PLEASANT STREET (P 1-12)
Portland East	441-1496480-001	053	4730	426	5.1	03/05/28	\$24.13	1	SL-SC-0400	PLEASANT STREET (P 1-12)
Portland East	441-1496480-001	049	4730	426	8	03/05/28	\$24.13	1	SL-SC-0400	PLEASANT STREET (P 1-12)
Portland East	441-1496480-001	049	4730	426	10	08/01/27	\$10.94	1	SL-SC-0050	PLEASANT STREET (P 1-12)
Portland East	441-1496480-001	048	4730	426	11	08/03/27	\$10.94	1	SL-SC-0050	PLEASANT STREET (P 1-12)
Portland East	441-1500434-001	032	4730	429	1	06/01/27	\$11.66	1	SL-SC-0100	PLEASANT STREET (P 1-12)
Portland East	441-1500434-001	032	4730	429	3	81/09/14	\$9.31	1	SL-SE-0050	PLYMOUTH STREET
Portland East	441-1500434-001	032	4730	429	5	81/09/14	\$9.31	1	SL-SE-0050	PLYMOUTH STREET
Portland East	441-1500434-001	032	4730	429	7	81/09/14	\$9.31	1	SL-SE-0050	PLYMOUTH STREET
Portland East	441-1500434-001	032	4730	429	9	81/09/14	\$9.31	1	SL-SE-0050	PLYMOUTH STREET
Portland East	441-1500434-001	032	4730	429	11	81/09/14	\$9.31	1	SL-SE-0050	PLYMOUTH STREET
Portland East	441-1500434-001	032	4730	429	13	81/09/14	\$9.31	1	SL-SE-0050	PLYMOUTH STREET
Portland East	441-1500434-001	032	4730	429	15	81/09/14	\$9.31	1	SL-SE-0050	PLYMOUTH STREET
Portland East	441-1496480-001	050	4730	430	1	04/10/28	\$10.92	1	SL-SC-0070	PONCE STREET
Portland East	441-1496480-001	052	4730	431	2	07/02/25	\$18.90	1	SL-SC-0250	PORTLAND STREET
Portland East	441-1496480-001	052	4730	431	4	02/10/27	\$18.90	1	SL-SC-0250	PORTLAND STREET
Portland East	441-1496480-001	038	4730	431	6	83/03/17	\$12.96	1	SL-SE-0150	PORTLAND STREET
Portland East	441-1496480-001	038	4730	431	7	83/03/17	\$12.96	1	SL-SE-0150	PORTLAND STREET
Portland East	441-1496480-001	042	4730	431	9.1	85/02/28	\$17.99	1	SL-SF-0250	PORTLAND STREET
Portland East	441-1496480-001	038	4730	431	10	83/03/17	\$12.96	1	SL-SE-0150	PORTLAND STREET
Portland East	441-1496480-001	038	4730	431	11	83/03/17	\$12.96	1	SL-SE-0150	PORTLAND STREET
Portland East	441-1496480-001	038	4730	431	012	83/03/17	\$12.96	1	SL-SF-0400	PORTLAND STREET
Portland East	441-1003744-011	043	4730	431	013	81/05/19	\$22.64	1	SL-SE-0150	PORTLAND STREET
Portland East	441-1496480-001	038	4730	431	013	83/03/17	\$12.96	1	SL-SE-0150	PORTLAND STREET
Portland East	441-1496480-001	038	4730	431	014	83/03/17	\$12.96	1	SL-SE-0150	PORTLAND STREET
Portland East	441-1496480-001	036	4730	432	1	91/12/28	\$11.28	1	SL-SE-0100	PORTLAND PIER
Portland East	441-1496480-001	048	4730	432	3	04/10/28	\$11.66	1	SL-SC-0100	PORTLAND PIER
Portland East	441-1496480-001	036	4730	432	5	91/12/28	\$11.28	1	SL-SE-0100	PORTLAND PIER
Portland East	441-1496480-001	047	4730	437	1	74/05/17	\$20.27	1	SL-SD-0250	PREBLE STREET
Portland East	441-1496480-001	512	4730	437	3	98/08/28	\$1.88	1	SL-HE-0070 EO	PREBLE STREET
Portland East	441-1496480-001	512	4730	437	3	98/08/28	\$1.88	1	SL-HE-0070 EO	PREBLE STREET
Portland East	441-1496480-001	512	4730	437	4	98/08/28	\$1.88	1	SL-HE-0070 EO	PREBLE STREET
Portland East	441-1496480-001	512	4730	437	4	98/08/28	\$1.88	1	SL-HE-0070 EO	PREBLE STREET
Portland East	441-1496480-001	512	4730	437	5	98/08/28	\$1.88	1	SL-HE-0070 EO	PREBLE STREET
Portland East	441-1496480-001	512	4730	437	5	98/08/28	\$1.88	1	SL-HE-0070 EO	PREBLE STREET
Portland East	441-1496480-001	038	4730	437	6	83/03/17	\$12.96	1	SL-SE-0150	PRESUMPCOT STREET
Portland East	441-1496480-001	052	4730	437	8	07/02/25	\$18.90	1	SL-SC-0250	PRESUMPCOT STREET
Portland East	441-1496480-001	052	4730	437	9	07/02/25	\$18.90	1	SL-SC-0250	PRESUMPCOT STREET
Portland East	441-1496480-001	038	4730	437	11	83/03/17	\$12.96	1	SL-SE-0150	PRESUMPCOT STREET
Portland East	441-1496480-001	038	4730	437	13	83/03/17	\$12.96	1	SL-SE-0150	PRESUMPCOT STREET
Portland East	441-1496480-001	051	4730	437	14	04/08/27	\$13.93	1	SL-SC-0150	PRESUMPCOT STREET
Portland East	441-1496480-001	051	4730	437	15	09/10/28	\$13.93	1	SL-SC-0150	PRESUMPCOT STREET
Portland East	441-1496480-001	051	4730	437	17	06/03/29	\$13.93	1	SL-SC-0150	PRESUMPCOT STREET
Portland East	441-1496480-001	038	4730	437	538	82/12/20	\$12.96	1	SL-SE-0150	PRESUMPCOT STREET
Portland East	441-1496480-001	038	4730	437	538	82/12/20	\$12.96	1	SL-SE-0150	PRESUMPCOT STREET
Portland East	441-1496480-001	038	4730	437	539	82/12/20	\$12.96	1	SL-SE-0150	PRESUMPCOT STREET
Portland East	441-1496480-001	051	4730	437	539	01/01/27	\$13.93	1	SL-SC-0150	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	1	80/11/20	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	2	80/11/17	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	3	80/11/20	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	4	80/11/20	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	6	80/11/14	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	032	4730	439	8	78/10/13	\$9.31	1	SL-SE-0050	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	11	80/11/14	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	13	80/11/14	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	16	80/11/14	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	18	80/11/14	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	20	80/11/14	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	26	80/11/14	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	32	80/11/12	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	34	80/11/17	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	36	80/11/17	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	38	80/11/17	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	42	80/11/17	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	048	4730	439	44	03/11/28	\$11.66	1	SL-SC-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	48	80/11/17	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	036	4730	439	52	80/12/11	\$11.28	1	SL-SE-0100	PRESUMPCOT STREET
Portland East	441-1500434-001	032	4730	442	0000	94/12/29	\$9.31	1	SL-SE-0050	PROVIDENCE STREET
Portland East	441-1500434-001	032	4730	442	1	80/11/21	\$9.31	1	SL-SE-0050	PROVIDENCE STREET
Portland East	441-1500434-001	032	4730	442	3	80/11/21	\$9.31	1	SL-SE-0050	PROVIDENCE STREET
Portland East	441-1500434-001	049	4730	442	5	04/08/03	\$10.94	1	SL-SC-0050	PROVIDENCE STREET
Portland East	441-1500434-001	032	4730	442	8	80/11/21	\$9.31	1	SL-SE-0050	PROVIDENCE STREET
Portland East	441-1500434-001	032	4730	444	2	90/03/22	\$9.31	1	SL-SE-0050	PYA ROAD
Portland East	441-1500434-001	032	4730	444	4	90/03/22	\$9.31	1	SL-SE-0050	PYA ROAD
Portland East	441-1500434-001	049	4730	444	6	06/10/27	\$10.94	1	SL-SC-0050	PYA ROAD
Portland East	441-1496480-001	032	4730	448	2	82/12/28	\$9.31	1	SL-SE-0050	QUEBEC STREET
Portland East	441-1496480-001	034	4730	448	4	85/11/13	\$10.20	1	SL-SE-0070	QUEBEC STREET
Portland East	441-1496480-001	034	4730	448	6	85/11/13	\$10.20	1	SL-SE-0070	QUEBEC STREET
Portland East	441-1496480-001	050	4730	448	7	01/06/27	\$10.92	1	SL-SC-0070	QUEBEC STREET
Portland East	441-1500434-001	032	4730	452	1	80/11/26	\$9.31	1	SL-SE-0050	SAINT JUDE STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	032	4730	452	3	80/11/26	\$9.31	1	SL-SE-0050	SAINT JUDE STREET
Portland East	441-1500434-001	045	4730	457	0.1.	95/03/29	\$11.66	1	SL-SP-0100	RACINE AVENUE
Portland East	441-1500434-001	045	4730	457	00.1.	95/03/29	\$11.66	1	SL-SP-0100	RACINE AVENUE
Portland East	441-1500434-001	045	4730	457	000.1.	95/03/29	\$11.66	1	SL-SP-0100	RACINE AVENUE
Portland East	441-1500434-001	045	4730	457	0000.1.	95/03/29	\$11.66	1	SL-SP-0100	RACINE AVENUE
Portland East	441-1500434-001	045	4730	457	00000.1.	95/03/29	\$11.66	1	SL-SP-0100	RACINE AVENUE
Portland East	441-1500434-001	045	4730	457	000000.1.	95/03/29	\$11.66	1	SL-SP-0100	RACINE AVENUE
Portland East	441-1500434-001	045	4730	457	0000000.	95/03/29	\$11.66	1	SL-SP-0100	RACINE AVENUE
Portland East	441-1500434-001	032	4730	458	1	80/11/25	\$9.31	1	SL-SE-0050	RANDALL STREET
Portland East	441-1500434-001	032	4730	458	3	80/11/25	\$9.31	1	SL-SE-0050	RANDALL STREET
Portland East	441-1500434-001	034	4730	458	6	80/11/25	\$10.20	1	SL-SE-0070	RANDALL STREET
Portland East	441-1500434-001	049	4730	458	7	09/01/28	\$10.94	1	SL-SC-0050	RANDALL STREET
Portland East	441-1500434-001	049	4730	459	2	09/12/30	\$10.94	1	SL-SC-0050	RANDOLF STREET
Portland East	441-1500434-001	032	4730	459	4	81/10/07	\$9.31	1	SL-SE-0050	RANDOLF STREET
Portland East	441-1500434-001	032	4730	462	2	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	4	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	6	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	8	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	12	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	049	4730	462	15	06/02/25	\$10.94	1	SL-SC-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	17	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	19	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	21	82/08/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	036	4730	462	25	90/03/16	\$11.28	1	SL-SE-0100	RAY STREET
Portland East	441-1500434-001	032	4730	462	29	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	30	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	049	4730	462	33	06/02/25	\$10.94	1	SL-SC-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	35	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	38	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	40	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	462	43	90/03/16	\$9.31	1	SL-SE-0050	RAY STREET
Portland East	441-1500434-001	032	4730	463	1	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	3	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	5	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	7	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	9	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	11	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	049	4730	463	12	04/08/27	\$10.94	1	SL-SC-0050	READ STREET
Portland East	441-1496480-001	032	4730	463	12	82/02/10	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	13	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	14	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	16	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	18	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	21	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	22	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	23	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	24	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	032	4730	463	25	82/02/05	\$9.31	1	SL-SE-0050	READ STREET
Portland East	441-1500434-001	049	4730	465	1	04/08/03	\$10.94	1	SL-SC-0050	RICHMOND STREET
Portland East	441-1500434-001	032	4730	467	82	81/08/26	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	84	81/08/26	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	86	81/08/26	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	89	81/08/26	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	91	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	93	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	96	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	102	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	104	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	051	4730	467	105.1	13/12/28	\$13.93	1	SL-SC-0150	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	106	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	108	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	111	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	118	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	122	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	124	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	126	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	136	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	138	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	139	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	467	141	81/09/09	\$9.31	1	SL-SE-0050	RIVERSIDE STREET
Portland East	441-1500434-001	032	4730	469	1	90/03/23	\$9.31	1	SL-SE-0050	ROSEDALE STREET
Portland East	441-1500434-001	032	4730	469	3	90/03/23	\$9.31	1	SL-SE-0050	ROSEDALE STREET
Portland East	441-1500434-001	049	4730	469	5	09/12/30	\$10.94	1	SL-SC-0050	ROSEDALE STREET
Portland East	441-1500434-001	049	4730	474	2	09/12/30	\$10.94	1	SL-SC-0050	SAMUEL ROAD
Portland East	441-1500434-001	049	4730	474	3	06/03/29	\$10.94	1	SL-SC-0050	SAMUEL ROAD
Portland East	441-1500434-001	032	4730	474	5	84/03/09	\$9.31	1	SL-SE-0050	SAMUEL ROAD
Portland East	441-1500434-001	034	4730	475	1	92/04/22	\$10.20	1	SL-SE-0070	SARA LANE
Portland East	441-1500434-001	034	4730	475	3	92/04/22	\$10.20	1	SL-SE-0070	SARA LANE
Portland East	441-1496480-001	034	4730	479	1	90/03/07	\$10.20	1	SL-SE-0070	ST LAWRENCE STREET
Portland East	441-1496480-001	050	4730	479	3	04/08/27	\$10.92	1	SL-SC-0070	ST LAWRENCE STREET
Portland East	441-1496480-001	034	4730	479	5	90/03/07	\$10.20	1	SL-SE-0070	ST LAWRENCE STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	034	4730	479	7	90/03/07	\$10.20	1	SL-SE-0070	ST LAWRENCE STREET
Portland East	441-1496480-001	034	4730	479	9	90/03/07	\$10.20	1	SL-SE-0070	ST LAWRENCE STREET
Portland East	441-1496480-001	034	4730	479	13	90/03/07	\$10.20	1	SL-SE-0070	ST LAWRENCE STREET
Portland East	441-1500434-001	032	4730	482	1	80/10/10	\$9.31	1	SL-SE-0050	SAVOY STREET
Portland East	441-1500434-001	049	4730	482	2	06/12/29	\$10.94	1	SL-SC-0050	SAVOY STREET
Portland East	441-1500434-001	032	4730	482	3	80/10/10	\$9.31	1	SL-SE-0050	SAVOY STREET
Portland East	441-1500434-001	032	4730	482	4	80/10/10	\$9.31	1	SL-SE-0050	SAVOY STREET
Portland East	441-1500434-001	032	4730	482	5	80/10/10	\$9.31	1	SL-SE-0050	SAVOY STREET
Portland East	441-1500434-001	048	4730	483	1	04/10/28	\$11.66	1	SL-SC-0100	SAWYER STREET
Portland East	441-1500434-001	036	4730	483	3	79/02/28	\$11.28	1	SL-SE-0100	SAWYER STREET
Portland East	441-1500434-001	036	4730	483	5	79/02/28	\$11.28	1	SL-SE-0100	SAWYER STREET
Portland East	441-1500434-001	032	4730	486	1	90/03/23	\$9.31	1	SL-SE-0050	SEVENTH STREET
Portland East	441-1500434-001	032	4730	488	1	90/03/28	\$11.28	1	SL-SE-0100	SHEPLEY STREET
Portland East	441-1496480-001	036	4730	488	2	90/03/28	\$11.28	1	SL-SE-0100	SHEPLEY STREET
Portland East	441-1496480-001	038	4730	490	1	89/09/11	\$12.96	1	SL-SE-0150	SHERIDAN STREET
Portland East	441-1496480-001	034	4730	490	3	90/03/06	\$10.20	1	SL-SE-0070	SHERIDAN STREET
Portland East	441-1496480-001	043	4730	490	4.1	96/07/28	\$22.64	1	SL-SF-0400	SHERIDAN STREET
Portland East	441-1496480-001	051	4730	490	6	05/10/28	\$13.93	1	SL-SC-0150	SHERIDAN STREET
Portland East	441-1496480-001	051	4730	490	6	05/10/28	\$13.93	1	SL-SC-0150	SHERIDAN STREET
Portland East	441-1496480-001	034	4730	490	9	90/03/06	\$10.20	1	SL-SE-0070	SHERIDAN STREET
Portland East	441-1496480-001	049	4730	490	11	05/10/28	\$10.94	1	SL-SC-0050	SHERIDAN STREET
Portland East	441-1496480-001	032	4730	490	13	82/02/11	\$9.31	1	SL-SE-0050	SHERIDAN STREET
Portland East	441-1496480-001	032	4730	490	14	82/02/11	\$9.31	1	SL-SE-0050	SHERIDAN STREET
Portland East	441-1496480-001	032	4730	490	16	82/02/11	\$9.31	1	SL-SE-0050	SHERIDAN STREET
Portland East	441-1496480-001	032	4730	490	18	82/02/11	\$9.31	1	SL-SE-0050	SHERIDAN STREET
Portland East	441-1496480-001	032	4730	490	20	82/02/11	\$9.31	1	SL-SE-0050	SHERIDAN STREET
Portland East	441-1496480-001	032	4730	490	22	82/02/11	\$9.31	1	SL-SE-0050	SHERIDAN STREET
Portland East	441-1496480-001	032	4730	490	22	82/02/11	\$9.31	1	SL-SE-0050	SHERIDAN STREET
Portland East	441-1500434-001	032	4730	492	1	80/06/30	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1500434-001	040	4730	492	3	80/06/27	\$17.56	1	SL-SE-0250	SHERWOOD STREET
Portland East	441-1500434-001	032	4730	492	5	80/06/27	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1500434-001	032	4730	492	8	80/06/27	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1500434-001	032	4730	492	11	80/06/27	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1500434-001	032	4730	492	14	80/06/27	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1500434-001	032	4730	492	16	80/06/27	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1500434-001	032	4730	492	19	80/06/27	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1500434-001	032	4730	492	21	80/06/27	\$11.28	1	SL-SE-0100	SHERWOOD STREET
Portland East	441-1500434-001	036	4730	492	24	80/06/27	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1500434-001	032	4730	492	31	80/06/27	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1500434-001	032	4730	492	33	80/06/27	\$9.31	1	SL-SE-0050	SHERWOOD STREET
Portland East	441-1496480-001	038	4730	494	3	85/02/28	\$12.96	1	SL-SE-0150	SILVER STREET
Portland East	441-1496480-001	038	4730	494	4	85/02/28	\$12.96	1	SL-SE-0150	SILVER STREET
Portland East	441-1500434-001	036	4730	495	1	90/03/08	\$11.28	1	SL-SE-0100	SIXTH STREET
Portland East	441-1500434-001	048	4730	495	3	04/12/30	\$11.66	1	SL-SC-0100	SIXTH STREET
Portland East	441-1500434-001	036	4730	495	5	90/03/08	\$11.28	1	SL-SE-0100	SIXTH STREET
Portland East	441-1500434-001	032	4730	496	2	90/03/23	\$9.31	1	SL-SE-0050	SLEMONS ROAD
Portland East	441-1496480-001	036	4730	497	1	90/03/26	\$11.28	1	SL-SE-0100	SMITH STREET
Portland East	441-1496480-001	040	4730	497	1.02	88/11/05	\$17.56	1	SL-SE-0250	SMITH STREET
Portland East	441-1496480-001	040	4730	497	1.02	88/11/05	\$17.56	1	SL-SE-0250	SMITH STREET
Portland East	441-1496480-001	040	4730	497	1.3	88/11/05	\$17.56	1	SL-SE-0250	SMITH STREET
Portland East	441-1496480-001	036	4730	497	2	90/03/26	\$11.28	1	SL-SE-0100	SMITH STREET
Portland East	441-1496480-001	036	4730	497	3	90/03/26	\$11.28	1	SL-SE-0100	SMITH STREET
Portland East	441-1496480-001	048	4730	497	4	13/02/27	\$11.66	1	SL-SC-0100	SMITH STREET
Portland East	441-1496480-001	036	4730	497	6	90/03/26	\$11.28	1	SL-SE-0100	SMITH STREET
Portland East	441-1496480-001	036	4730	497	7	90/03/26	\$11.28	1	SL-SE-0100	SMITH STREET
Portland East	441-1496480-001	042	4730	497	7	88/12/12	\$17.99	1	SL-SF-0250	SMITH STREET
Portland East	441-1857709-001	036	4730	497	8	90/03/26	\$11.28	1	SL-SE-0100	SMITH STREET
Portland East	441-1496480-001	048	4730	497	10	08/01/27	\$11.66	1	SL-SC-0100	SMITH STREET
Portland East	441-1857709-001	036	4730	497	10	88/12/12	\$17.99	1	SL-SF-0250	SMITH STREET
Portland East	441-1857709-001	042	4730	497	10	88/12/12	\$17.99	1	SL-SF-0250	SMITH STREET
Portland East	441-1496480-001	036	4730	498	4	90/03/07	\$11.28	1	SL-SE-0100	SOMERSET STREET
Portland East	441-1496480-001	036	4730	498	6	90/03/19	\$11.28	1	SL-SE-0100	SOMERSET STREET
Portland East	441-1496480-001	048	4730	498	7	08/01/27	\$11.66	1	SL-SC-0100	SOMERSET STREET
Portland East	441-1496480-001	036	4730	498	9	90/03/07	\$11.28	1	SL-SE-0100	SOMERSET STREET
Portland East	441-1496480-001	048	4730	498	11	04/10/29	\$11.66	1	SL-SC-0100	SOMERSET STREET
Portland East	441-1496480-001	052	4730	498	17	09/10/28	\$18.90	1	SL-SC-0250	SOMERSET STREET
Portland East	441-1496480-001	049	4730	499	3	03/01/29	\$10.94	1	SL-SC-0050	SOUTH STREET
Portland East	441-1496480-001	030	4730	500	1	96/09/27	\$29.33	1	SL-SD-0400	SPRING ST
Portland East	441-1496480-001	030	4730	500	1	96/09/27	\$29.33	1	SL-SD-0400	SPRING ST
Portland East	441-1496480-001	030	4730	500	2	96/09/27	\$29.33	1	SL-SD-0400	SPRING ST
Portland East	441-1496480-001	030	4730	500	2	96/09/27	\$29.33	1	SL-SD-0400	SPRING ST
Portland East	441-1496480-001	045	4730	500	508	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	509	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	510	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	511	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	512	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	513	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	514	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	515	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	516	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	517	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	518	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	045	4730	500	519	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	520	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	521	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	522	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	523	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	524	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	525	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	526	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	527	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	528	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	529	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	530	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	531	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	532	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	533	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	534	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	705	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	706	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	707	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	708	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	709	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	710	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	711	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	712	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	713	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	714	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	715	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	716	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	717	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	718	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	719	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	720	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	721	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	722	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	723	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	724	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	725	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	726	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	727	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	728	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	729	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	730	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	045	4730	500	731	85/08/09	\$11.66	1	SL-SP-0100	SPRING ST
Portland East	441-1496480-001	036	4730	503	1	01/03/28	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1496480-001	036	4730	503	1	01/03/28	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1496480-001	036	4730	503	1	88/03/05	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1496480-001	036	4730	503	1.1	88/11/08	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1496480-001	511	4730	503	1.1	01/12/29	\$5.92	1	SL-HE-0250 EO	STONE STREET
Portland East	441-1496480-001	036	4730	503	1.2	01/03/28	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1496480-001	036	4730	503	1.2	88/11/08	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1496480-001	511	4730	503	1.2	01/12/29	\$5.92	1	SL-HE-0250 EO	STONE STREET
Portland East	441-1496480-001	511	4730	503	1.3	01/12/29	\$5.92	1	SL-HE-0250 EO	STONE STREET
Portland East	441-1496480-001	032	4730	503	2	01/03/28	\$9.31	1	SL-SE-0050	STONE STREET
Portland East	441-1496480-001	032	4730	503	2	88/03/05	\$9.31	1	SL-SE-0050	STONE STREET
Portland East	441-1496480-001	040	4730	503	4	01/03/28	\$17.56	1	SL-SE-0250	STONE STREET
Portland East	441-1496480-001	040	4730	503	4	01/03/28	\$17.56	1	SL-SE-0250	STONE STREET
Portland East	441-1496480-001	040	4730	503	4	88/11/08	\$17.56	1	SL-SE-0250	STONE STREET
Portland East	441-1496480-001	040	4730	503	4	88/11/08	\$17.56	1	SL-SE-0250	STONE STREET
Portland East	441-1496480-001	040	4730	503	4.1	01/03/28	\$17.56	1	SL-SE-0250	STONE STREET
Portland East	441-1496480-001	040	4730	503	4.1	88/11/08	\$17.56	1	SL-SE-0250	STONE STREET
Portland East	441-1496480-001	036	4730	503	4.11	01/03/28	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1496480-001	036	4730	503	4.11	88/11/08	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1496480-001	040	4730	503	4.11	01/03/28	\$17.56	1	SL-SE-0250	STONE STREET
Portland East	441-1496480-001	040	4730	503	4.12	01/03/28	\$17.56	1	SL-SE-0250	STONE STREET
Portland East	441-1496480-001	040	4730	503	4.12	88/11/08	\$17.56	1	SL-SE-0250	STONE STREET
Portland East	441-1496480-001	036	4730	503	4.3	88/11/08	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1496480-001	036	4730	503	4.4	96/07/28	\$11.28	1	SL-SE-0100	STONE STREET
Portland East	441-1500434-001	032	4730	505	2	82/05/11	\$9.31	1	SL-SE-0050	STUART STREET
Portland East	441-1500434-001	045	4730	505	3.1	92/08/30	\$11.66	1	SL-SP-0100	STUART STREET
Portland East	441-1500434-001	045	4730	505	5.1	92/08/30	\$11.66	1	SL-SP-0100	STUART STREET
Portland East	441-1500434-001	032	4730	506	2	90/03/16	\$9.31	1	SL-SE-0050	SUMAC STREET
Portland East	441-1500434-001	032	4730	506	4	90/03/16	\$9.31	1	SL-SE-0050	SUMAC STREET
Portland East	441-1500434-001	045	4730	506	5.1	90/03/16	\$11.66	1	SL-SP-0100	SUMAC STREET
Portland East	441-1500434-001	045	4730	506	6.1	90/03/16	\$11.66	1	SL-SP-0100	SUMAC STREET
Portland East	441-1500434-001	032	4730	507	1	90/03/12	\$9.31	1	SL-SE-0050	SUMMIT PARK AVENUE
Portland East	441-1500434-001	032	4730	507	3	90/03/12	\$9.31	1	SL-SE-0050	SUMMIT PARK AVENUE
Portland East	441-1500434-001	049	4730	507	4	04/10/28	\$10.94	1	SL-SC-0050	SUMMIT PARK AVENUE
Portland East	441-1500434-001	032	4730	507	5	90/03/12	\$9.31	1	SL-SE-0050	SUMMIT PARK AVENUE
Portland East	441-1500434-001	032	4730	507	7	90/03/12	\$9.31	1	SL-SE-0050	SUMMIT PARK AVENUE
Portland East	441-1500434-001	049	4730	507	9	05/09/28	\$10.94	1	SL-SC-0050	SUMMIT PARK AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	032	4730	507	11	90/03/14	\$9.31	1	SL-SE-0050	SUMMIT PARK AVENUE
Portland East	441-1500434-001	032	4730	507	13	90/03/14	\$9.31	1	SL-SE-0050	SUMMIT PARK AVENUE
Portland East	441-1500434-001	032	4730	507	15	90/03/14	\$9.31	1	SL-SE-0050	SUMMIT PARK AVENUE
Portland East	441-1500434-001	032	4730	508	1	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	3	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	5	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	7	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	9	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	11	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	13	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	16	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	049	4730	508	18	03/11/28	\$10.94	1	SL-SC-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	20	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	22	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	24	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	26	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	28	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	30	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	32	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	34	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	37	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	39	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	41	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	44	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	46	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	47	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	48	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	049	4730	508	50	05/12/30	\$10.94	1	SL-SC-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	52	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	508	54	81/09/22	\$9.31	1	SL-SE-0050	SUMMIT STREET
Portland East	441-1500434-001	032	4730	509	1	82/05/11	\$9.31	1	SL-SE-0050	SUMNER STREET
Portland East	441-1496480-001	032	4730	509	3	91/12/28	\$9.31	1	SL-SE-0050	SUMNER STREET
Portland East	441-1510154-001	040	4730	509	000002S	90/02/05	\$17.56	1	SL-SE-0250	SUMNER STREET
Portland East	441-1510154-001	040	4730	509	000005P	91/08/29	\$17.56	1	SL-SE-0250	SUMNER STREET
Portland East	441-1510154-001	040	4730	509	000025P	91/08/29	\$17.56	1	SL-SE-0250	SUMNER STREET
Portland East	441-1510154-001	040	4730	509	000045P	91/08/29	\$17.56	1	SL-SE-0250	SUMNER STREET
Portland East	441-1510154-001	040	4730	509	000065P	91/08/29	\$17.56	1	SL-SE-0250	SUMNER STREET
Portland East	441-1510154-001	040	4730	509	000085P	90/02/05	\$17.56	1	SL-SE-0250	SUMNER STREET
Portland East	441-1500434-001	032	4730	510	2	80/11/20	\$9.31	1	SL-SE-0050	SYLVIA ROAD
Portland East	441-1500434-001	032	4730	512	1	80/12/19	\$9.31	1	SL-SE-0050	BARTLEY AVENUE
Portland East	441-1500434-001	032	4730	512	3	80/12/19	\$9.31	1	SL-SE-0050	BARTLEY AVENUE
Portland East	441-1500434-001	032	4730	512	4	99/07/19	\$9.31	1	SL-SE-0050	BARTLEY AVENUE
Portland East	441-1500434-001	032	4730	512	5	80/12/19	\$9.31	1	SL-SE-0050	BARTLEY AVENUE
Portland East	441-1500434-001	032	4730	512	7	80/12/19	\$9.31	1	SL-SE-0050	BARTLEY AVENUE
Portland East	441-1500434-001	049	4730	512	9	01/12/29	\$10.94	1	SL-SC-0050	BARTLEY AVENUE
Portland East	441-1500434-001	032	4730	512	11	80/12/19	\$9.31	1	SL-SE-0050	BARTLEY AVENUE
Portland East	441-1500434-001	034	4730	512	12	89/12/22	\$10.20	1	SL-SE-0070	BARTLEY AVENUE
Portland East	441-1500434-001	036	4730	512	12	89/12/22	\$11.28	1	SL-SE-0100	BARTLEY AVENUE
Portland East	441-1500434-001	034	4730	513	1	80/10/17	\$10.20	1	SL-SE-0070	SULLIVAN STREET
Portland East	441-1500434-001	032	4730	513	3	90/03/23	\$9.31	1	SL-SE-0050	SULLIVAN STREET
Portland East	441-1500434-001	036	4730	514	1	90/03/14	\$11.28	1	SL-SE-0100	SHEPHERD LANE
Portland East	441-1500434-001	045	4730	514	5.1	95/09/28	\$11.66	1	SL-SP-0100	SHEPHERD LANE
Portland East	441-1500434-001	045	4730	514	6.01	95/09/28	\$11.66	1	SL-SP-0100	SHEPHERD LANE
Portland East	441-1500434-001	045	4730	514	6.1	95/09/28	\$11.66	1	SL-SP-0100	SHEPHERD LANE
Portland East	441-1500434-001	045	4730	514	8.1	95/09/28	\$11.66	1	SL-SP-0100	SHEPHERD LANE
Portland East	441-1500434-001	045	4730	514	9.01	95/09/28	\$11.66	1	SL-SP-0100	SHEPHERD LANE
Portland East	441-1500434-001	045	4730	514	9.1	95/09/28	\$11.66	1	SL-SP-0100	SHEPHERD LANE
Portland East	441-1500434-001	045	4730	514	10.1	95/09/28	\$11.66	1	SL-SP-0100	SHEPHERD LANE
Portland East	441-1500434-001	032	4730	519	5	90/03/05	\$9.31	1	SL-SE-0050	TARBELL AVENUE
Portland East	441-1500434-001	032	4730	519	7	90/03/05	\$9.31	1	SL-SE-0050	TARBELL AVENUE
Portland East	441-1500434-001	032	4730	519	10	90/03/05	\$9.31	1	SL-SE-0050	TARBELL AVENUE
Portland East	441-1496480-001	047	4730	520	2	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	3	91/11/28	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	4	91/11/28	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	5	91/11/28	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	6	91/11/28	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	8	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	9	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	10	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	045	4730	520	501.1	85/03/21	\$11.66	1	SL-SP-0100	TEMPLE STREET
Portland East	441-1496480-001	045	4730	520	501.2	85/03/21	\$11.66	1	SL-SP-0100	TEMPLE STREET
Portland East	441-1496480-001	045	4730	520	501.3	85/03/21	\$11.66	1	SL-SP-0100	TEMPLE STREET
Portland East	441-1496480-001	045	4730	520	501.4	85/03/21	\$11.66	1	SL-SP-0100	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	502	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	504	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	505	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	506	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	507	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	509	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1496480-001	047	4730	520	510	90/06/03	\$20.27	1	SL-SD-0250	TEMPLE STREET
Portland East	441-1500434-001	032	4730	521	2	90/03/19	\$9.31	1	SL-SE-0050	TEXAS STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	032	4730	529	1	93/07/01	\$9.31	1	SL-SE-0050	TORONITA STREET
Portland East	441-1500434-001	032	4730	530	2	82/02/01	\$9.31	1	SL-SE-0050	TORREY STREET
Portland East	441-1500434-001	032	4730	530	4	82/02/01	\$9.31	1	SL-SE-0050	TORREY STREET
Portland East	441-1500434-001	032	4730	530	6	82/02/01	\$9.31	1	SL-SE-0050	TORREY STREET
Portland East	441-1500434-001	049	4730	530	8	08/01/27	\$10.94	1	SL-SC-0050	TORREY STREET
Portland East	441-1500434-001	032	4730	530	9	82/02/01	\$9.31	1	SL-SE-0050	TORREY STREET
Portland East	441-1500434-001	049	4730	530	10	04/08/03	\$10.94	1	SL-SC-0050	TORREY STREET
Portland East	441-1500434-001	036	4730	533	1	90/03/12	\$11.28	1	SL-SE-0100	TUCKER AVENUE
Portland East	441-1500434-001	032	4730	533	2	90/03/12	\$9.31	1	SL-SE-0050	TUCKER AVENUE
Portland East	441-1500434-001	032	4730	533	4	90/03/12	\$9.31	1	SL-SE-0050	TUCKER AVENUE
Portland East	441-1500434-001	032	4730	533	6	90/03/12	\$9.31	1	SL-SE-0050	TUCKER AVENUE
Portland East	441-1500434-001	049	4730	533	8	07/07/28	\$10.94	1	SL-SC-0050	TUCKER AVENUE
Portland East	441-1500434-001	045	4730	533	10.1	01/03/28	\$11.66	1	SL-SP-0100	TUCKER AVENUE
Portland East	441-1500434-001	045	4730	533	11.1	01/03/28	\$11.66	1	SL-SP-0100	TUCKER AVENUE
Portland East	441-1500434-001	045	4730	533	12.1	01/03/28	\$11.66	1	SL-SP-0100	TUCKER AVENUE
Portland East	441-1500434-001	045	4730	533	13.1	01/03/28	\$11.66	1	SL-SP-0100	TUCKER AVENUE
Portland East	441-1500434-001	045	4730	533	03.0.11	01/03/28	\$11.66	1	SL-SP-0100	TUCKER AVENUE
Portland East	441-1496480-001	036	4730	535	2	90/03/09	\$11.28	1	SL-SE-0100	TURNER STREET
Portland East	441-1496480-001	049	4730	535	5	09/10/28	\$10.94	1	SL-SC-0050	TURNER STREET
Portland East	441-1500434-001	049	4730	535	5	09/01/28	\$10.94	1	SL-SC-0050	TURNER STREET
Portland East	441-1500434-001	045	4730	536	1.1	11/06/26	\$11.66	1	SL-SP-0100	TRUE STREET
Portland East	441-1500434-001	045	4730	536	1.2	11/06/26	\$11.66	1	SL-SP-0100	TRUE STREET
Portland East	441-1496480-001	045	4730	541	1	02/07/28	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1500434-001	050	4730	541	3	00/06/20	\$10.92	1	SL-SC-0070	UNION STREET
Portland East	441-1496480-001	045	4730	541	3.17	90/05/10	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	3.18	90/05/10	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	3.19	90/05/10	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	3.2	90/05/10	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	3.21	90/05/10	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	3.22	90/05/10	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	3.23	87/12/05	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	3.24	88/07/25	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	5.21	88/07/25	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	5.3	96/07/28	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	5.4	81/01/21	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	5.5	81/01/21	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	5.6	81/01/21	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1496480-001	045	4730	541	5.7	81/01/21	\$11.66	1	SL-SP-0100	UNION STREET
Portland East	441-1500434-001	032	4730	541	6	90/02/14	\$9.31	1	SL-SE-0050	UNION STREET
Portland East	441-1500434-001	032	4730	541	8	90/02/14	\$9.31	1	SL-SE-0050	UNION STREET
Portland East	441-1500434-001	032	4730	541	10	82/05/14	\$9.31	1	SL-SE-0050	UNION STREET
Portland East	441-1500434-001	032	4730	541	11	82/05/14	\$9.31	1	SL-SE-0050	UNION STREET
Portland East	441-1496480-001	036	4730	541	20.1	83/02/11	\$11.28	1	SL-SE-0100	UNION STREET
Portland East	441-1500434-001	034	4730	543	1	90/09/13	\$10.20	1	SL-SE-0070	UNIVERSITY STREET
Portland East	441-1500434-001	032	4730	543	2	90/03/22	\$9.31	1	SL-SE-0050	UNIVERSITY STREET
Portland East	441-1500434-001	034	4730	543	3	90/03/22	\$9.31	1	SL-SE-0050	UNIVERSITY STREET
Portland East	441-1500434-001	034	4730	543	5	90/09/13	\$10.20	1	SL-SE-0070	UNIVERSITY STREET
Portland East	441-1500434-001	034	4730	543	7	90/09/13	\$10.20	1	SL-SE-0070	UNIVERSITY STREET
Portland East	441-1500434-001	032	4730	544	2	80/10/21	\$9.31	1	SL-SE-0050	UPLAND AVENUE
Portland East	441-1500434-001	032	4730	550	1	80/11/17	\$9.31	1	SL-SE-0050	VAILL STREET
Portland East	441-1500434-001	032	4730	550	3	80/11/17	\$9.31	1	SL-SE-0050	VAILL STREET
Portland East	441-1500434-001	032	4730	551	1	82/02/01	\$9.31	1	SL-SE-0050	VAN VECHTEN STREET
Portland East	441-1500434-001	032	4730	551	4	82/02/01	\$9.31	1	SL-SE-0050	VAN VECHTEN STREET
Portland East	441-1500434-001	036	4730	552	1	90/03/23	\$11.28	1	SL-SE-0100	VANNAH AVENUE
Portland East	441-1500434-001	036	4730	552	3	90/03/23	\$11.28	1	SL-SE-0100	VANNAH AVENUE
Portland East	441-1500434-001	036	4730	552	5	90/03/23	\$11.28	1	SL-SE-0100	VANNAH AVENUE
Portland East	441-1500434-001	036	4730	552	7	90/03/23	\$11.28	1	SL-SE-0100	VANNAH AVENUE
Portland East	441-1500434-001	036	4730	552	9	90/03/23	\$11.28	1	SL-SE-0100	VANNAH AVENUE
Portland East	441-1500434-001	036	4730	552	11	90/03/23	\$11.28	1	SL-SE-0100	VANNAH AVENUE
Portland East	441-1500434-001	032	4730	553	2	82/02/02	\$9.31	1	SL-SE-0050	VERA STREET
Portland East	441-1500434-001	032	4730	553	4	82/02/02	\$9.31	1	SL-SE-0050	VERA STREET
Portland East	441-1500434-001	032	4730	553	6	82/02/02	\$9.31	1	SL-SE-0050	VERA STREET
Portland East	441-1500434-001	032	4730	553	8	82/02/02	\$9.31	1	SL-SE-0050	VERA STREET
Portland East	441-1500434-001	052	4730	554	1	06/10/27	\$18.90	1	SL-SC-0250	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	3	80/11/10	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	5	80/11/10	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	6.1	80/11/10	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	7	83/03/17	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	10	80/11/10	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	11	80/11/10	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	12	80/11/14	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	14	80/11/14	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	17	80/11/14	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	20	80/11/14	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	22	80/11/14	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	051	4730	554	23	07/10/27	\$13.93	1	SL-SC-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	26	80/11/14	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	038	4730	554	28	80/11/14	\$12.96	1	SL-SE-0150	VERANDA STREET
Portland East	441-1500434-001	051	4730	554	29	06/10/27	\$13.93	1	SL-SC-0150	VERANDA STREET
Portland East	441-1500434-001	040	4730	554	32	80/11/17	\$17.56	1	SL-SE-0250	VERANDA STREET
Portland East	441-1500434-001	052	4730	554	34	03/03/28	\$18.90	1	SL-SC-0250	VERANDA STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	052	4730	554	36	03/01/29	\$18.90	1	SL-SC-0250	VERANDA STREET
Portland East	441-1500434-001	040	4730	554	38	80/11/17	\$17.56	1	SL-SE-0250	VERANDA STREET
Portland East	441-1500434-001	040	4730	554	41	80/11/17	\$17.56	1	SL-SE-0250	VERANDA STREET
Portland East	441-1500434-001	040	4730	554	44.1	86/12/05	\$17.56	1	SL-SE-0250	VERANDA STREET
Portland East	441-1500434-001	040	4730	554	00025	80/11/14	\$17.56	1	SL-SE-0250	VERANDA STREET
Portland East	441-1496480-001	049	4730	555	2	07/12/29	\$10.94	1	SL-SC-0050	VESPER STREET
Portland East	441-1496480-001	032	4730	555	4	84/05/10	\$9.31	1	SL-SE-0050	VESPER STREET
Portland East	441-1496480-001	032	4730	555	6	84/05/10	\$9.31	1	SL-SE-0050	VESPER STREET
Portland East	441-1496480-001	032	4730	555	7	84/05/10	\$9.31	1	SL-SE-0050	VESPER STREET
Portland East	441-1496480-001	032	4730	555	8	84/05/10	\$9.31	1	SL-SE-0050	VESPER STREET
Portland East	441-1496480-001	032	4730	555	10	84/05/10	\$9.31	1	SL-SE-0050	VESPER STREET
Portland East	441-1496480-001	049	4730	555	12	07/12/29	\$10.94	1	SL-SC-0050	VESPER STREET
Portland East	441-1500434-001	032	4730	556	1	82/02/02	\$9.31	1	SL-SE-0050	VICTOR ROAD
Portland East	441-1500434-001	032	4730	556	3	82/02/02	\$9.31	1	SL-SE-0050	VICTOR ROAD
Portland East	441-1500434-001	032	4730	556	5	82/02/02	\$9.31	1	SL-SE-0050	VICTOR ROAD
Portland East	441-1500434-001	032	4730	556	7	82/02/02	\$9.31	1	SL-SE-0050	VICTOR ROAD
Portland East	441-1500434-001	032	4730	556	9	82/02/02	\$9.31	1	SL-SE-0050	VICTOR ROAD
Portland East	441-1500434-001	032	4730	557	1	80/11/26	\$9.31	1	SL-SE-0050	VICTORIA STREET
Portland East	441-1500434-001	032	4730	557	3	03/12/28	\$10.92	1	SL-SC-0070	VICTORIA STREET
Portland East	441-1500434-001	049	4730	560	2	04/10/28	\$10.94	1	SL-SC-0050	VIRGINIA STREET
Portland East	441-1500434-001	032	4730	560	4	90/03/16	\$9.31	1	SL-SE-0050	VIRGINIA STREET
Portland East	441-1500434-001	032	4730	560	6	90/03/16	\$9.31	1	SL-SE-0050	VIRGINIA STREET
Portland East	441-1500434-001	032	4730	560	8	90/03/16	\$9.31	1	SL-SE-0050	VIRGINIA STREET
Portland East	441-1500434-001	032	4730	560	12	90/03/19	\$9.31	1	SL-SE-0050	VIRGINIA STREET
Portland East	441-1500434-001	032	4730	560	14	90/03/19	\$9.31	1	SL-SE-0050	VIRGINIA STREET
Portland East	441-1500434-001	032	4730	560	16	90/03/19	\$9.31	1	SL-SE-0050	VIRGINIA STREET
Portland East	441-1500434-001	032	4730	560	18	90/03/19	\$9.31	1	SL-SE-0050	VIRGINIA STREET
Portland East	441-1500434-001	032	4730	560	20	82/05/11	\$9.31	1	SL-SE-0050	VIRGINIA STREET
Portland East	441-1500434-001	032	4730	561	2	90/03/19	\$9.31	1	SL-SE-0050	VERMONT AVENUE
Portland East	441-1500434-001	032	4730	561	3	67/06/14	\$9.31	1	SL-SE-0050	VERMONT AVENUE
Portland East	441-1500434-001	048	4730	561	5	09/01/28	\$11.66	1	SL-SC-0100	VERMONT AVENUE
Portland East	441-1500434-001	032	4730	561	7	80/10/07	\$9.31	1	SL-SE-0050	VERMONT AVENUE
Portland East	441-1500434-001	032	4730	561	8	96/07/28	\$9.31	1	SL-SE-0050	VERMONT AVENUE
Portland East	441-1500434-001	034	4730	565	1	92/05/29	\$10.20	1	SL-SE-0070	WATSON STREET
Portland East	441-1500434-001	034	4730	565	1.1	80/10/17	\$10.20	1	SL-SE-0070	WATSON STREET
Portland East	441-1500434-001	032	4730	565	3	80/10/17	\$9.31	1	SL-SE-0050	WATSON STREET
Portland East	441-1500434-001	032	4730	565	4	80/10/17	\$9.31	1	SL-SE-0050	WATSON STREET
Portland East	441-1500434-001	036	4730	567	1	90/03/08	\$11.28	1	SL-SE-0100	WALL STREET
Portland East	441-1500434-001	036	4730	567	3	90/03/08	\$11.28	1	SL-SE-0100	WALL STREET
Portland East	441-1500434-001	036	4730	567	5	90/03/08	\$11.28	1	SL-SE-0100	WALL STREET
Portland East	441-1500434-001	036	4730	567	7	90/03/08	\$11.28	1	SL-SE-0100	WALL STREET
Portland East	441-1500434-001	036	4730	567	8	90/03/08	\$11.28	1	SL-SE-0100	WALL STREET
Portland East	441-1500434-001	036	4730	567	9	90/03/08	\$11.28	1	SL-SE-0100	WALL STREET
Portland East	441-1500434-001	036	4730	567	11	90/03/23	\$11.28	1	SL-SE-0100	WALL STREET
Portland East	441-1496480-001	036	4730	568	1	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	036	4730	568	2	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	036	4730	568	3	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	036	4730	568	4	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	036	4730	568	5	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	036	4730	568	6	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	036	4730	568	7	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	036	4730	568	8	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	036	4730	568	9	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	048	4730	568	10	08/01/27	\$11.66	1	SL-SC-0100	WALNUT STREET (P 1-15)
Portland East	441-1496480-001	036	4730	568	11	90/03/09	\$11.28	1	SL-SE-0100	WALNUT STREET (P 1-15)
Portland East	441-1500434-001	032	4730	569	1	81/09/21	\$9.31	1	SL-SE-0050	WALTON STREET
Portland East	441-1500434-001	032	4730	569	3	81/09/21	\$9.31	1	SL-SE-0050	WALTON STREET
Portland East	441-1500434-001	032	4730	569	6	92/03/27	\$9.31	1	SL-SE-0050	WALTON STREET
Portland East	441-1500434-001	049	4730	569	9	07/12/29	\$10.94	1	SL-SC-0050	WALTON STREET
Portland East	441-1500434-001	032	4730	569	11	81/09/21	\$9.31	1	SL-SE-0050	WALTON STREET
Portland East	441-1500434-001	032	4730	569	14	81/09/21	\$9.31	1	SL-SE-0050	WALTON STREET
Portland East	441-1500434-001	032	4730	569	15	81/09/21	\$9.31	1	SL-SE-0050	WALTON STREET
Portland East	441-1500434-001	032	4730	569	12H	81/09/21	\$9.31	1	SL-SE-0050	WALTON STREET
Portland East	441-1500434-001	032	4730	569	4H	81/09/21	\$9.31	1	SL-SE-0050	WALTON STREET
Portland East	441-1500434-001	032	4730	569	7H	81/09/21	\$9.31	1	SL-SE-0050	WALTON STREET
Portland East	441-1496480-001	040	4730	570	1	91/11/28	\$17.56	1	SL-SE-0250	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	3	84/10/12	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	4.1	84/10/12	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	051	4730	570	6	04/10/28	\$13.93	1	SL-SC-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	08	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	011	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	048	4730	570	13	13/02/27	\$11.66	1	SL-SC-0100	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	013	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	14	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	16	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	017	96/07/28	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	19	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	19.1	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	20	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	22	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	038	4730	570	24	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

Conversion of City Street Lights to LED Fixtures Transfer of Ownership from Utility to Municipality

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	032	4730	570	221	81/09/11	\$9.31	1	SL-SE-0050	WASHINGTON AVENUE
Portland East	441-1500434-001	032	4730	570	223	82/02/05	\$9.31	1	SL-SE-0050	WASHINGTON AVENUE
Portland East	441-1500434-001	032	4730	570	225	82/02/05	\$9.31	1	SL-SE-0050	WASHINGTON AVENUE
Portland East	441-1500434-001	032	4730	570	227	82/02/05	\$9.31	1	SL-SE-0050	WASHINGTON AVENUE
Portland East	441-1500434-001	032	4730	570	229	82/02/05	\$9.31	1	SL-SE-0050	WASHINGTON AVENUE
Portland East	441-1500434-001	032	4730	570	231	82/02/05	\$9.31	1	SL-SE-0050	WASHINGTON AVENUE
Portland East	441-1500434-001	032	4730	570	235	82/02/05	\$9.31	1	SL-SE-0050	WASHINGTON AVENUE
Portland East	441-1500434-001	038	4730	570	236	80/12/05	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1500434-001	040	4730	570	236	80/12/05	\$17.56	1	SL-SE-0250	WASHINGTON AVENUE
Portland East	441-1500434-001	038	4730	570	82H	83/03/17	\$12.96	1	SL-SE-0150	WASHINGTON AVENUE
Portland East	441-1496480-001	034	4730	572	5	90/03/06	\$10.20	1	SL-SE-0070	WATERVILLE STREET
Portland East	441-1496480-001	050	4730	572	7	06/02/25	\$10.92	1	SL-SC-0070	WATERVILLE STREET
Portland East	441-1496480-001	050	4730	572	7	05/10/28	\$10.92	1	SL-SC-0070	WATERVILLE STREET
Portland East	441-1496480-001	034	4730	572	9	90/03/06	\$10.20	1	SL-SE-0070	WATERVILLE STREET
Portland East	441-1500434-001	032	4730	573	1	90/03/22	\$9.31	1	SL-SE-0050	WELLINGTON ROAD
Portland East	441-1500434-001	032	4730	573	3	90/03/22	\$9.31	1	SL-SE-0050	WELLINGTON ROAD
Portland East	441-1500434-001	032	4730	573	5	90/03/22	\$9.31	1	SL-SE-0050	WELLINGTON ROAD
Portland East	441-1500434-001	032	4730	573	7	90/03/22	\$9.31	1	SL-SE-0050	WELLINGTON ROAD
Portland East	441-1500434-001	032	4730	573	9	90/03/22	\$9.31	1	SL-SE-0050	WELLINGTON ROAD
Portland East	441-1500434-001	032	4730	574	1	84/01/24	\$9.31	1	SL-SE-0050	WELLWOOD ROAD
Portland East	441-1500434-001	032	4730	574	3	84/01/24	\$9.31	1	SL-SE-0050	WELLWOOD ROAD
Portland East	441-1500434-001	032	4730	574	5	84/01/24	\$9.31	1	SL-SE-0050	WELLWOOD ROAD
Portland East	441-1500434-001	032	4730	574	7	84/01/24	\$9.31	1	SL-SE-0050	WELLWOOD ROAD
Portland East	441-1496480-001	038	4730	576	2	85/02/28	\$12.96	1	SL-SE-0150	WHARF STREET
Portland East	441-1500434-001	032	4730	578	1	80/11/10	\$9.31	1	SL-SE-0050	WHITTIER STREET
Portland East	441-1500434-001	032	4730	578	3	80/11/10	\$9.31	1	SL-SE-0050	WHITTIER STREET
Portland East	441-1496480-001	036	4730	579	2	85/09/20	\$11.28	1	SL-SE-0100	WILLIS STREET
Portland East	441-1496480-001	036	4730	579	4	85/09/20	\$11.28	1	SL-SE-0100	WILLIS STREET
Portland East	441-1496480-001	032	4730	581	5	83/06/20	\$9.31	1	SL-SE-0050	WILMOT STREET
Portland East	441-1857709-001	043	4730	581	5	79/08/15	\$22.64	1	SL-SF-0400	WILMOT STREET
Portland East	441-1496480-001	032	4730	581	6	83/06/20	\$9.31	1	SL-SE-0050	WILMOT STREET
Portland East	441-1857709-001	040	4730	581	6.01	78/03/06	\$17.56	1	SL-SE-0250	WILMOT STREET
Portland East	441-1857709-001	040	4730	581	6.01	78/03/06	\$17.56	1	SL-SE-0250	WILMOT STREET
Portland East	441-1496480-001	036	4730	581	8	96/07/28	\$11.28	1	SL-SE-0100	WILMOT STREET
Portland East	441-1500434-001	034	4730	582	3	90/03/23	\$10.20	1	SL-SE-0070	WILSON STREET
Portland East	441-1496480-001	034	4730	582	5	90/03/07	\$10.20	1	SL-SE-0070	WILSON STREET
Portland East	441-1500434-001	034	4730	582	5	90/03/07	\$10.20	1	SL-SE-0070	WILSON STREET
Portland East	441-1500434-001	032	4730	583	1	80/10/17	\$9.31	1	SL-SE-0050	WINDSOR TERRACE
Portland East	441-1500434-001	032	4730	583	2	80/10/16	\$9.31	1	SL-SE-0050	WINDSOR TERRACE
Portland East	441-1500434-001	032	4730	583	4	80/10/16	\$9.31	1	SL-SE-0050	WINDSOR TERRACE
Portland East	441-1496480-001	032	4730	584	2	82/02/10	\$9.31	1	SL-SE-0050	WINTHROP STREET
Portland East	441-1500434-001	038	4730	586	3	92/12/30	\$12.96	1	SL-SE-0150	WOODFORD STREET
Portland East	441-1500434-001	032	4730	586	4	82/05/11	\$9.31	1	SL-SE-0050	WOODFORD STREET
Portland East	441-1500434-001	038	4730	586	503	92/12/30	\$12.96	1	SL-SE-0150	WOODFORD STREET
Portland East	441-1500434-001	038	4730	586	504	92/12/30	\$12.96	1	SL-SE-0150	WOODFORD STREET
Portland East	441-1500434-001	032	4730	587	3	90/03/23	\$9.31	1	SL-SE-0050	WOODLAWN AVENUE
Portland East	441-1500434-001	050	4730	587	4	03/09/26	\$10.92	1	SL-SC-0070	WOODLAWN AVENUE
Portland East	441-1500434-001	032	4730	587	6	90/03/23	\$9.31	1	SL-SE-0050	WOODLAWN AVENUE
Portland East	441-1500434-001	032	4730	587	8	90/03/23	\$9.31	1	SL-SE-0050	WOODLAWN AVENUE
Portland East	441-1500434-001	032	4730	587	10	90/03/23	\$9.31	1	SL-SE-0050	WOODLAWN AVENUE
Portland East	441-1500434-001	032	4730	587	12	90/03/23	\$9.31	1	SL-SE-0050	WOODLAWN AVENUE
Portland East	441-1500434-001	032	4730	587	13	90/03/23	\$9.31	1	SL-SE-0050	WOODLAWN AVENUE
Portland East	441-1500434-001	049	4730	587	15	02/03/28	\$10.94	1	SL-SC-0050	WOODLAWN AVENUE
Portland East	441-1500434-001	032	4730	587	16	90/03/23	\$9.31	1	SL-SE-0050	WOODLAWN AVENUE
Portland East	441-1500434-001	032	4730	587	18	80/10/06	\$9.31	1	SL-SE-0050	WOODLAWN AVENUE
Portland East	441-1500434-001	032	4730	588	4	90/03/23	\$9.31	1	SL-SE-0050	WOODMERE ROAD
Portland East	441-1500434-001	032	4730	589	1	80/11/20	\$9.31	1	SL-SE-0050	WORDSWORTH STREET
Portland East	441-1500434-001	032	4730	589	3	80/11/20	\$9.31	1	SL-SE-0050	WORDSWORTH STREET
Portland East	441-1500434-001	032	4730	589	5	80/11/20	\$9.31	1	SL-SE-0050	WORDSWORTH STREET
Portland East	441-1500434-001	032	4730	589	5.3	80/11/21	\$9.31	1	SL-SE-0050	WORDSWORTH STREET
Portland East	441-1500434-001	032	4730	589	7	80/11/21	\$9.31	1	SL-SE-0050	WORDSWORTH STREET
Portland East	441-1500434-001	032	4730	592	2	90/03/14	\$9.31	1	SL-SE-0050	WESTLAWN ROAD
Portland East	441-1500434-001	032	4730	592	4	90/03/14	\$9.31	1	SL-SE-0050	WESTLAWN ROAD
Portland East	441-1496480-001	036	4730	598	1	83/06/22	\$11.28	1	SL-SE-0100	YORK STREET
Portland East	441-1496480-001	036	4730	598	2	96/07/28	\$11.28	1	SL-SE-0100	YORK STREET
Portland East	441-1496480-001	036	4730	598	4	83/06/22	\$11.28	1	SL-SE-0100	YORK STREET
Portland East	441-1496480-001	036	4730	598	6	83/06/22	\$11.28	1	SL-SE-0100	YORK STREET
Portland East	441-1496480-001	036	4730	598	8	83/06/22	\$11.28	1	SL-SE-0100	YORK STREET
Portland East	441-1500434-001	045	4730	604	1.11	88/09/01	\$11.66	1	SL-SP-0100	PHEASANT HILL DRIVE
Portland East	441-1500434-001	045	4730	604	1.12	88/09/01	\$11.66	1	SL-SP-0100	PHEASANT HILL DRIVE
Portland East	441-1500434-001	045	4730	604	1.13	88/09/01	\$11.66	1	SL-SP-0100	PHEASANT HILL DRIVE
Portland East	441-1500434-001	045	4730	604	1.16	88/09/01	\$11.66	1	SL-SP-0100	PHEASANT HILL DRIVE
Portland East	441-1500434-001	045	4730	604	5.11	88/09/01	\$11.66	1	SL-SP-0100	PHEASANT HILL DRIVE
Portland East	441-1500434-001	045	4730	604	5.12	88/09/01	\$11.66	1	SL-SP-0100	PHEASANT HILL DRIVE
Portland East	441-1500434-001	045	4730	604	5.13	88/09/01	\$11.66	1	SL-SP-0100	PHEASANT HILL DRIVE
Portland East	441-1500434-001	045	4730	604	5.14	88/09/01	\$11.66	1	SL-SP-0100	PHEASANT HILL DRIVE
Portland East	441-1500434-001	036	4730	605	1	90/02/27	\$11.28	1	SL-SE-0100	#N/A
Portland East	441-1500434-001	036	4730	605	2	90/02/27	\$11.28	1	SL-SE-0100	#N/A
Portland East	441-1500434-001	036	4730	605	3	90/02/27	\$11.28	1	SL-SE-0100	#N/A
Portland East	441-1500434-001	036	4730	605	4	90/02/27	\$11.28	1	SL-SE-0100	#N/A
Portland East	441-1500434-001	036	4730	605	5	90/02/27	\$11.28	1	SL-SE-0100	#N/A

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION	
Portland East	441-1500434-001	036	4730	605	5.1	90/02/27	\$11.28	1	SL-SE-0100		#N/A
Portland East	441-1500434-001	034	4730	605	5.2	80/12/08	\$10.20	1	SL-SE-0070		#N/A
Portland East	441-1500434-001	036	4730	605	5	90/02/28	\$11.28	1	SL-SE-0100		#N/A
Portland East	441-1500434-001	036	4730	605	7	90/02/28	\$11.28	1	SL-SE-0100		#N/A
Portland East	441-1500434-001	036	4730	605	8	90/02/28	\$11.28	1	SL-SE-0100		#N/A
Portland East	441-1500434-001	045	4730	644	000.01.	94/12/29	\$11.66	1	SL-SP-0100	HAYWOOD STREET	
Portland East	441-1500434-001	045	4730	644	000.1.	94/12/29	\$11.66	1	SL-SP-0100	HAYWOOD STREET	
Portland East	441-1500434-001	045	4730	644	000.2.	94/12/29	\$11.66	1	SL-SP-0100	HAYWOOD STREET	
Portland East	441-1500434-001	045	4730	644	000.3.	94/12/29	\$11.66	1	SL-SP-0100	HAYWOOD STREET	
Portland East	441-1500434-001	045	4730	645	0.1.	94/12/29	\$11.66	1	SL-SP-0100	EASTFIELD ROAD	
Portland East	441-1500434-001	045	4730	645	00.01.	94/12/29	\$11.66	1	SL-SP-0100	EASTFIELD ROAD	
Portland East	441-1500434-001	045	4730	645	00.1.	94/12/29	\$11.66	1	SL-SP-0100	EASTFIELD ROAD	
Portland East	441-1500434-001	045	4730	645	0000.01.	94/12/29	\$11.66	1	SL-SP-0100	EASTFIELD ROAD	
Portland East	441-1500434-001	045	4730	645	0000.1.	94/12/29	\$11.66	1	SL-SP-0100	EASTFIELD ROAD	
Portland East	441-1500434-001	045	4730	645	0000.2.	94/12/29	\$11.66	1	SL-SP-0100	EASTFIELD ROAD	
Portland East	441-1500434-001	045	4730	645	00000.0.	94/12/29	\$11.66	1	SL-SP-0100	EASTFIELD ROAD	
Portland East	441-1500434-001	045	4730	645	00000.1.	94/12/29	\$11.66	1	SL-SP-0100	EASTFIELD ROAD	
Portland East	441-1500434-001	045	4730	645	000000.1.	94/12/29	\$11.66	1	SL-SP-0100	EASTFIELD ROAD	
Portland East	441-1500434-001	045	4730	646	0.01.	94/12/29	\$11.66	1	SL-SP-0100	RABBIT RUN	
Portland East	441-1500434-001	045	4730	646	0.1.	94/12/29	\$11.66	1	SL-SP-0100	RABBIT RUN	
Portland East	441-1500434-001	045	4730	646	0.2.	94/12/29	\$11.66	1	SL-SP-0100	RABBIT RUN	
Portland East	441-1500434-001	045	4730	646	0.3.	94/12/29	\$11.66	1	SL-SP-0100	RABBIT RUN	
Portland East	441-1500434-001	045	4730	646	00.1.	94/12/29	\$11.66	1	SL-SP-0100	RABBIT RUN	
Portland East	441-1500434-001	032	4730	700	1	80/12/19	\$9.31	1	SL-SE-0050	AUTUMN LANE	
Portland East	441-1500434-001	032	4730	700	3	80/12/19	\$9.31	1	SL-SE-0050	AUTUMN LANE	
Portland East	441-1500434-001	032	4730	700	5	80/12/19	\$9.31	1	SL-SE-0050	AUTUMN LANE	
Portland East	441-1500434-001	032	4730	700	7	80/12/19	\$9.31	1	SL-SE-0050	AUTUMN LANE	
Portland East	441-1500434-001	032	4730	701	1	81/09/16	\$9.31	1	SL-SE-0050	PATRICIA LANE	
Portland East	441-1500434-001	032	4730	701	2	80/10/06	\$9.31	1	SL-SE-0050	PATRICIA LANE	
Portland East	441-1500434-001	032	4730	703	1	80/10/07	\$9.31	1	SL-SE-0050	ANTHONY ROAD	
Portland East	441-1496480-001	041	4730	704	6	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	7	88/05/27	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	8	88/05/27	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	9	88/05/27	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	10	77/01/05	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	10	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	11	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	11	03/01/29	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	12	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	12	03/01/29	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	043	4730	704	13	15/08/27	\$22.64	1	SL-SF-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	19	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	22	07/01/27	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	23	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	24	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	36	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	37	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	41	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	509	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	040	4730	704	510	90/03/29	\$17.56	1	SL-SE-0250	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	510	82/02/23	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	036	4730	704	515	96/08/28	\$11.28	1	SL-SE-0100	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	516	82/03/30	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	518	82/02/25	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	518.1	08/01/27	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	519	04/08/27	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	519.1	05/01/27	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	520	01/12/29	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	521	07/01/27	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	522	05/10/28	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	523	04/08/27	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	523.1	82/02/25	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	053	4730	704	524	05/01/27	\$24.13	1	SL-SC-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	524.1	82/02/25	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	536	82/02/25	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1496480-001	041	4730	704	537	82/02/25	\$22.39	1	SL-SE-0400	FRANKLIN STREET ARTERIAL	
Portland East	441-1500434-001	036	4730	707	1	90/03/14	\$11.28	1	SL-SE-0100	PRIMROSE LANE	
Portland East	441-1500434-001	045	4730	707	2.1	90/03/14	\$11.66	1	SL-SP-0100	PRIMROSE LANE	
Portland East	441-1500434-001	045	4730	707	3.1	90/03/14	\$11.66	1	SL-SP-0100	PRIMROSE LANE	
Portland East	441-1500434-001	045	4730	707	4.1	90/03/14	\$11.66	1	SL-SP-0100	PRIMROSE LANE	
Portland East	441-1500434-001	045	4730	707	5.1	90/03/14	\$11.66	1	SL-SP-0100	PRIMROSE LANE	
Portland East	441-1500434-001	045	4730	707	6.1	90/03/14	\$11.66	1	SL-SP-0100	PRIMROSE LANE	
Portland East	441-1500434-001	045	4730	707	7.1	90/03/14	\$11.66	1	SL-SP-0100	PRIMROSE LANE	
Portland East	441-1500434-001	045	4730	707	8.1	90/03/14	\$11.66	1	SL-SP-0100	PRIMROSE LANE	
Portland East	441-1500434-001	045	4730	710	1.01	90/03/15	\$11.66	1	SL-SP-0100	RUSTIC LANE	
Portland East	441-1500434-001	045	4730	710	1.1	90/03/15	\$11.66	1	SL-SP-0100	RUSTIC LANE	
Portland East	441-1500434-001	045	4730	710	2.1	90/03/15	\$11.66	1	SL-SP-0100	RUSTIC LANE	
Portland East	441-1500434-001	045	4730	710	3.1	90/03/15	\$11.66	1	SL-SP-0100	RUSTIC LANE	
Portland East	441-1500434-001	045	4730	710	3.2	90/03/15	\$11.66	1	SL-SP-0100	RUSTIC LANE	

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	045	4730	710	4.1	90/03/15	\$11.66	1	SL-SP-0100	RUSTIC LANE
Portland East	441-1500434-001	045	4730	710	5.1	90/03/15	\$11.66	1	SL-SP-0100	RUSTIC LANE
Portland East	441-1500434-001	045	4730	710	6.1	90/03/15	\$11.66	1	SL-SP-0100	RUSTIC LANE
Portland East	441-1500434-001	045	4730	713	1.01	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	045	4730	713	1.1	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	045	4730	713	2.1	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	045	4730	713	3.01	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	045	4730	713	3.1	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	045	4730	713	4.1	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	045	4730	713	5.1	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	045	4730	713	6.01	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	045	4730	713	6.1	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	045	4730	713	65	90/03/14	\$11.66	1	SL-SP-0100	CONTINENTAL DRIVE
Portland East	441-1500434-001	038	4730	715	2	02/07/28	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	4	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	5	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	7	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	11	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	051	4730	715	13	09/12/30	\$13.93	1	SL-SC-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	14	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	15	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	17	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	19	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	20	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	051	4730	715	22	01/03/28	\$13.93	1	SL-SC-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	23	83/03/17	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	501	92/10/28	\$12.96	1	SL-SC-0150	PREBLE ST EXT
Portland East	441-1500434-001	051	4730	715	504	03/12/28	\$13.93	1	SL-SC-0150	PREBLE ST EXT
Portland East	441-1500434-001	038	4730	715	506	92/10/28	\$12.96	1	SL-SE-0150	PREBLE ST EXT
Portland East	441-1500434-001	051	4730	715	508	03/12/28	\$13.93	1	SL-SC-0150	PREBLE ST EXT
Portland East	441-1500434-001	051	4730	715	510	03/12/28	\$13.93	1	SL-SC-0150	PREBLE ST EXT
Portland East	441-1500434-001	042	4730	717	4	90/03/23	\$17.99	1	SL-SF-0250	VOCATIONAL SCHOOL LINE
Portland East	441-1003744-011	042	4730	718	1	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	2	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	3	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	4	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	5	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	7	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	8	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	9	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	10	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	10	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	11	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	11	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1003744-011	042	4730	718	12	90/04/30	\$17.99	1	SL-SF-0250	POST OFFICE LINE
Portland East	441-1500434-001	045	4730	720	1.01	04/06/26	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	1.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	2.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	3.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	4.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	5.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	6.01	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	6.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	7.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	8.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	9.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	10.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	045	4730	720	11.1	90/03/15	\$11.66	1	SL-SP-0100	CHRISTY LANE
Portland East	441-1500434-001	036	4730	722	1	78/12/07	\$11.28	1	SL-SE-0100	WHITE BIRCH LANE
Portland East	441-1500434-001	032	4730	724	1	81/09/02	\$9.31	1	SL-SE-0050	RAINBOW MALL ROAD
Portland East	441-1500434-001	032	4730	724	3	81/09/02	\$9.31	1	SL-SE-0050	RAINBOW MALL ROAD
Portland East	441-1500434-001	032	4730	724	5	81/09/02	\$9.31	1	SL-SE-0050	RAINBOW MALL ROAD
Portland East	441-1500434-001	036	4730	725	2	90/03/22	\$11.28	1	SL-SE-0100	BERKSHIRE STREET
Portland East	441-1500434-001	048	4730	725	4	07/07/28	\$11.66	1	SL-SC-0100	BERKSHIRE STREET
Portland East	441-1500434-001	049	4730	726	1	06/02/25	\$10.94	1	SL-SC-0050	SKYLARK ROAD
Portland East	441-1500434-001	032	4730	726	02	90/03/12	\$9.31	1	SL-SE-0050	SKYLARK ROAD
Portland East	441-1500434-001	032	4730	726	3	90/03/12	\$9.31	1	SL-SE-0050	SKYLARK ROAD
Portland East	441-1500434-001	032	4730	729	1	92/08/30	\$9.31	1	SL-SE-0050	LEDGEWOOD DRIVE
Portland East	441-1500434-001	032	4730	729	2	92/08/30	\$9.31	1	SL-SE-0050	LEDGEWOOD DRIVE
Portland East	441-1500434-001	032	4730	729	3	92/08/30	\$9.31	1	SL-SE-0050	LEDGEWOOD DRIVE
Portland East	441-1500434-001	032	4730	729	4	09/12/30	\$10.94	1	SL-SC-0050	LEDGEWOOD DRIVE
Portland East	441-1500434-001	032	4730	729	5	92/08/30	\$9.31	1	SL-SE-0050	LEDGEWOOD DRIVE
Portland East	441-1500434-001	032	4730	729	6	92/08/30	\$9.31	1	SL-SE-0050	LEDGEWOOD DRIVE
Portland East	441-1500434-001	050	4730	731	1	05/04/28	\$10.92	1	SL-SC-0070	BARCLAY AVENUE
Portland East	441-1500434-001	045	4730	731	1.1	05/04/28	\$11.66	1	SL-SP-0100	BARCLAY AVENUE
Portland East	441-1500434-001	038	4730	732	1	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SPUR
Portland East	441-1500434-001	038	4730	732	2	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SPUR
Portland East	441-1500434-001	038	4730	732	3	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SPUR
Portland East	441-1500434-001	038	4730	732	4	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SPUR
Portland East	441-1500434-001	038	4730	732	5	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SPUR
Portland East	441-1500434-001	038	4730	733	1	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	038	4730	733	4	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH
Portland East	441-1500434-001	038	4730	733	5	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH
Portland East	441-1500434-001	042	4730	733	5	85/11/13	\$17.99	1	SL-SF-0250	PAYSON PARK NORTH
Portland East	441-1500434-001	038	4730	733	6	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH
Portland East	441-1500434-001	038	4730	733	6	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH
Portland East	441-1500434-001	038	4730	733	7	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH
Portland East	441-1500434-001	038	4730	733	9	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH
Portland East	441-1500434-001	038	4730	733	10	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH
Portland East	441-1500434-001	038	4730	733	12	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH
Portland East	441-1500434-001	038	4730	733	14	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK NORTH
Portland East	441-1500434-001	038	4730	734	1	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SOUTH
Portland East	441-1500434-001	038	4730	734	3	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SOUTH
Portland East	441-1500434-001	038	4730	734	5	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SOUTH
Portland East	441-1500434-001	038	4730	734	7	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SOUTH
Portland East	441-1500434-001	038	4730	734	9	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SOUTH
Portland East	441-1500434-001	038	4730	734	11	92/12/30	\$12.96	1	SL-SE-0150	PAYSON PARK SOUTH
Portland East	441-1500434-001	045	4730	735	2.01	79/11/07	\$11.66	1	SL-SP-0100	MEADOW LANE
Portland East	441-1500434-001	045	4730	735	2.1	79/11/07	\$11.66	1	SL-SP-0100	MEADOW LANE
Portland East	441-1500434-001	045	4730	735	3.1	79/11/07	\$11.66	1	SL-SP-0100	MEADOW LANE
Portland East	441-1500434-001	045	4730	735	4.1	79/11/07	\$11.66	1	SL-SP-0100	MEADOW LANE
Portland East	441-1500434-001	045	4730	737	1.1	82/08/13	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	737	2.1	82/08/13	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	737	4.1	82/08/13	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	737	5.1	82/11/02	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	737	6.1	82/11/02	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	737	7.1	82/11/02	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	737	8.1	85/11/18	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	737	10.1	85/11/18	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	737	11.1	85/11/18	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	737	13.1	85/11/18	\$11.66	1	SL-SP-0100	REGAN LANE
Portland East	441-1500434-001	045	4730	738	1.1	84/08/16	\$11.66	1	SL-SP-0100	WENDY WAY
Portland East	441-1500434-001	045	4730	738	3.1	84/08/16	\$11.66	1	SL-SP-0100	WENDY WAY
Portland East	441-1496480-001	038	4730	741	1	97/01/29	\$12.96	1	SL-SE-0150	FISH PIER LINE
Portland East	441-1496480-001	038	4730	741	2	97/01/29	\$12.96	1	SL-SE-0150	FISH PIER LINE
Portland East	441-1496480-001	038	4730	741	3	97/01/29	\$12.96	1	SL-SE-0150	FISH PIER LINE
Portland East	441-1496480-001	038	4730	741	4	97/01/29	\$12.96	1	SL-SE-0150	FISH PIER LINE
Portland East	441-1500434-001	036	4730	744	1	84/01/23	\$11.28	1	SL-SE-0100	WASHINGTON AVENUE EXTENSION
Portland East	441-1500434-001	036	4730	744	3	84/01/23	\$11.28	1	SL-SE-0100	WASHINGTON AVENUE EXTENSION
Portland East	441-1500434-001	036	4730	744	5	84/01/23	\$11.28	1	SL-SE-0100	WASHINGTON AVENUE EXTENSION
Portland East	441-1500434-001	048	4730	744	6	08/03/27	\$11.66	1	SL-SC-0100	WASHINGTON AVENUE EXTENSION
Portland East	441-1500434-001	045	4730	745	1.1	84/10/12	\$11.66	1	SL-SP-0100	FROST HILL ROAD
Portland East	441-1500434-001	045	4730	745	2.1	84/10/12	\$11.66	1	SL-SP-0100	FROST HILL ROAD
Portland East	441-1500434-001	045	4730	745	3.1	84/10/12	\$11.66	1	SL-SP-0100	FROST HILL ROAD
Portland East	441-1500434-001	045	4730	745	4.1	84/10/12	\$11.66	1	SL-SP-0100	FROST HILL ROAD
Portland East	441-1500434-001	045	4730	745	5.1	84/10/12	\$11.66	1	SL-SP-0100	FROST HILL ROAD
Portland East	441-1500434-001	045	4730	745	6.1	84/10/12	\$11.66	1	SL-SP-0100	FROST HILL ROAD
Portland East	441-1500434-001	045	4730	746	1.1	04/10/28	\$11.66	1	SL-SP-0100	OLD BARN LANE
Portland East	441-1500434-001	045	4730	746	1.1	90/03/23	\$11.66	1	SL-SP-0100	OLD BARN LANE
Portland East	441-1500434-001	034	4730	748	1	85/02/28	\$10.20	1	SL-SE-0070	STONECREST DRIVE
Portland East	441-1500434-001	045	4730	748	3.1	85/02/28	\$11.66	1	SL-SP-0100	STONECREST DRIVE
Portland East	441-1500434-001	045	4730	748	4.1	85/02/28	\$11.66	1	SL-SP-0100	STONECREST DRIVE
Portland East	441-1500434-001	045	4730	748	5.1	85/02/28	\$11.66	1	SL-SP-0100	STONECREST DRIVE
Portland East	441-1500434-001	034	4730	748	6	85/02/28	\$10.20	1	SL-SE-0070	STONECREST DRIVE
Portland East	441-1500434-001	045	4730	749	2.1	86/12/29	\$11.66	1	SL-SP-0100	CLAPBOARD ROAD
Portland East	441-1500434-001	045	4730	749	3.1	86/12/29	\$11.66	1	SL-SP-0100	CLAPBOARD ROAD
Portland East	441-1500434-001	045	4730	749	4.1	86/12/29	\$11.66	1	SL-SP-0100	CLAPBOARD ROAD
Portland East	441-1500434-001	045	4730	749	5.1	86/12/29	\$11.66	1	SL-SP-0100	CLAPBOARD ROAD
Portland East	441-1500434-001	045	4730	750	1.1	86/12/29	\$11.66	1	SL-SP-0100	STURDIVANT DRIVE
Portland East	441-1500434-001	045	4730	750	3.1	86/12/29	\$11.66	1	SL-SP-0100	STURDIVANT DRIVE
Portland East	441-1500434-001	045	4730	750	4.1	86/12/29	\$11.66	1	SL-SP-0100	STURDIVANT DRIVE
Portland East	441-1500434-001	045	4730	751	2.1	85/04/08	\$11.66	1	SL-SP-0100	OLDE BIRCH LANE
Portland East	441-1500434-001	045	4730	751	3.1	85/04/08	\$11.66	1	SL-SP-0100	OLDE BIRCH LANE
Portland East	441-1500434-001	045	4730	751	4.1	85/04/08	\$11.66	1	SL-SP-0100	OLDE BIRCH LANE
Portland East	441-1500434-001	045	4730	751	6.1	85/04/08	\$11.66	1	SL-SP-0100	OLDE BIRCH LANE
Portland East	441-1500434-001	048	4730	757	1	03/01/29	\$11.66	1	SL-SC-0100	LYSETH MOORE LINE
Portland East	441-1500434-001	048	4730	757	2	03/01/29	\$11.66	1	SL-SC-0100	LYSETH MOORE LINE
Portland East	441-1500434-001	048	4730	757	3	03/01/29	\$11.66	1	SL-SC-0100	LYSETH MOORE LINE
Portland East	441-1500434-001	048	4730	757	4	03/01/29	\$11.66	1	SL-SC-0100	LYSETH MOORE LINE
Portland East	441-1500434-001	042	4730	757	4.1	10/01/28	\$17.99	1	SL-SF-0250	LYSETH MOORE LINE
Portland East	441-1500434-001	052	4730	757	4.1	10/01/28	\$18.90	1	SL-SF-0250	LYSETH MOORE LINE
Portland East	441-1500434-001	043	4730	757	6	10/01/28	\$22.64	1	SL-SF-0400	LYSETH MOORE LINE
Portland East	441-1500434-001	040	4730	757	6.1	92/07/29	\$17.56	1	SL-SE-0250	LYSETH MOORE LINE
Portland East	441-1500434-001	036	4730	757	6.11	10/01/28	\$11.28	1	SL-SE-0100	LYSETH MOORE LINE
Portland East	441-1500434-001	042	4730	757	6.11	10/01/28	\$17.99	1	SL-SF-0250	LYSETH MOORE LINE
Portland East	441-1500434-001	042	4730	757	6.2	10/01/28	\$17.99	1	SL-SF-0250	LYSETH MOORE LINE
Portland East	441-1500434-001	043	4730	757	7	10/01/28	\$22.64	1	SL-SF-0400	LYSETH MOORE LINE
Portland East	441-1500434-001	042	4730	757	8	10/01/28	\$17.99	1	SL-SF-0250	LYSETH MOORE LINE
Portland East	441-1500434-001	042	4730	757	9	10/01/28	\$17.99	1	SL-SF-0250	LYSETH MOORE LINE
Portland East	441-1500434-001	043	4730	757	10	10/01/28	\$22.64	1	SL-SF-0400	LYSETH MOORE LINE
Portland East	441-1500434-001	052	4730	757	10	10/01/28	\$18.90	1	SL-SC-0250	LYSETH MOORE LINE
Portland East	441-1500434-001	042	4730	757	11	10/01/28	\$17.99	1	SL-SF-0250	LYSETH MOORE LINE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	043	4730	757	11	10/01/28	\$22.64	1	SL-SF-0400	LYSETH MOORE LINE
Portland East	441-1500434-001	043	4730	757	12	04/05/28	\$22.64	1	SL-SF-0400	LYSETH MOORE LINE
Portland East	441-1500434-001	043	4730	757	12	04/05/28	\$22.64	1	SL-SF-0400	LYSETH MOORE LINE
Portland East	441-1500434-001	043	4730	757	13	04/05/28	\$22.64	1	SL-SF-0400	LYSETH MOORE LINE
Portland East	441-1500434-001	043	4730	757	13	04/05/28	\$22.64	1	SL-SF-0400	LYSETH MOORE LINE
Portland East	441-1496480-001	045	4730	758	1	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	2	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	3	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	4	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	5	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	6	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	7	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	8	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	9	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	10	86/02/27	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	11	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	12	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	13	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	14	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	15	86/02/27	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	16	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	17	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1496480-001	045	4730	758	18	86/02/07	\$11.66	1	SL-SP-0100	CITY CENTER LINE
Portland East	441-1500434-001	045	4730	759	1.1	86/12/05	\$11.66	1	SL-SP-0100	OVERSET ROAD
Portland East	441-1500434-001	045	4730	759	2.01	86/12/05	\$11.66	1	SL-SP-0100	OVERSET ROAD
Portland East	441-1500434-001	045	4730	759	2.02	86/12/05	\$11.66	1	SL-SP-0100	OVERSET ROAD
Portland East	441-1500434-001	045	4730	759	3.03	86/12/05	\$11.66	1	SL-SP-0100	OVERSET ROAD
Portland East	441-1500434-001	045	4730	760	1.01	86/12/08	\$11.66	1	SL-SP-0100	WHALEBOAT ROAD
Portland East	441-1500434-001	045	4730	760	1.1	86/12/05	\$11.66	1	SL-SP-0100	WHALEBOAT ROAD
Portland East	441-1500434-001	045	4730	760	2.1	86/12/05	\$11.66	1	SL-SP-0100	WHALEBOAT ROAD
Portland East	441-1500434-001	045	4730	761	1.1	86/12/05	\$11.66	1	SL-SP-0100	WHITEHEAD CIRCLE
Portland East	441-1500434-001	045	4730	762	1.01	88/05/20	\$11.66	1	SL-SP-0100	DEERING RUN DRIVE
Portland East	441-1500434-001	045	4730	762	1.1	88/05/20	\$11.66	1	SL-SP-0100	DEERING RUN DRIVE
Portland East	441-1500434-001	045	4730	762	1.2	88/05/20	\$11.66	1	SL-SP-0100	DEERING RUN DRIVE
Portland East	441-1500434-001	045	4730	762	2.01	88/05/20	\$11.66	1	SL-SP-0100	DEERING RUN DRIVE
Portland East	441-1500434-001	045	4730	762	2.1	88/05/20	\$11.66	1	SL-SP-0100	DEERING RUN DRIVE
Portland East	441-1500434-001	045	4730	762	3.1	88/05/20	\$11.66	1	SL-SP-0100	DEERING RUN DRIVE
Portland East	441-1500434-001	045	4730	762	4.1	88/05/20	\$11.66	1	SL-SP-0100	DEERING RUN DRIVE
Portland East	441-1500434-001	045	4730	763	1.1	88/05/20	\$11.66	1	SL-SP-0100	ALLISON AVE
Portland East	441-1500434-001	045	4730	763	2.1	88/05/20	\$11.66	1	SL-SP-0100	ALLISON AVE
Portland East	441-1500434-001	045	4730	763	3.1	88/05/20	\$11.66	1	SL-SP-0100	ALLISON AVE
Portland East	441-1500434-001	045	4730	763	4.1	88/05/20	\$11.66	1	SL-SP-0100	ALLISON AVE
Portland East	441-1500434-001	045	4730	763	5.1	88/05/20	\$11.66	1	SL-SP-0100	ALLISON AVE
Portland East	441-1500434-001	045	4730	764	1.1	88/05/20	\$11.66	1	SL-SP-0100	PALMER AVE
Portland East	441-1500434-001	045	4730	764	2.01	88/05/20	\$11.66	1	SL-SP-0100	PALMER AVE
Portland East	441-1500434-001	045	4730	764	2.1	88/05/20	\$11.66	1	SL-SP-0100	PALMER AVE
Portland East	441-1500434-001	045	4730	764	3.1	88/05/20	\$11.66	1	SL-SP-0100	PALMER AVE
Portland East	441-1500434-001	045	4730	764	4.1	88/05/20	\$11.66	1	SL-SP-0100	PALMER AVE
Portland East	441-1500434-001	045	4730	764	5.1	88/05/20	\$11.66	1	SL-SP-0100	PALMER AVE
Portland East	441-1500434-001	045	4730	764	6.1	88/05/20	\$11.66	1	SL-SP-0100	PALMER AVE
Portland East	441-1500434-001	045	4730	764	7.1	89/05/04	\$11.66	1	SL-SP-0100	PALMER AVE
Portland East	441-1500434-001	051	4730	765	1	09/12/30	\$13.93	1	SL-SC-0150	EVERGREEN DRIVE
Portland East	441-1500434-001	038	4730	765	3	90/05/31	\$12.96	1	SL-SE-0150	EVERGREEN DRIVE
Portland East	441-1500434-001	038	4730	765	4	90/05/31	\$12.96	1	SL-SE-0150	EVERGREEN DRIVE
Portland East	441-1500434-001	045	4730	768	1.1	88/11/22	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	2.1	88/11/22	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	3.1	88/11/22	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	4.1	88/11/22	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	5.1	88/11/22	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	6.1	88/11/22	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	7.1	88/11/22	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	8.1	92/11/19	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	9.1	92/11/19	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	10.1	92/11/19	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	11.1	92/11/19	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	12.1	92/11/19	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	768	13.1	92/11/19	\$11.66	1	SL-SP-0100	DEEP WOODS DRIVE
Portland East	441-1500434-001	045	4730	769	1.1	88/11/22	\$11.66	1	SL-SP-0100	ROARING BROOK ROAD
Portland East	441-1500434-001	045	4730	769	1.2	88/11/22	\$11.66	1	SL-SP-0100	ROARING BROOK ROAD
Portland East	441-1500434-001	045	4730	769	2.1	88/11/22	\$11.66	1	SL-SP-0100	ROARING BROOK ROAD
Portland East	441-1500434-001	045	4730	769	3.1	88/11/22	\$11.66	1	SL-SP-0100	ROARING BROOK ROAD
Portland East	441-1500434-001	045	4730	769	4.1	89/01/21	\$11.66	1	SL-SP-0100	ROARING BROOK ROAD
Portland East	441-1500434-001	045	4730	769	5.1	89/01/21	\$11.66	1	SL-SP-0100	ROARING BROOK ROAD
Portland East	441-1500434-001	045	4730	769	6.1	89/01/21	\$11.66	1	SL-SP-0100	ROARING BROOK ROAD
Portland East	441-1500434-001	045	4730	769	7.1	92/11/19	\$11.66	1	SL-SP-0100	ROARING BROOK ROAD
Portland East	441-1500434-001	045	4730	770	502.01	88/04/12	\$11.66	1	SL-SP-0100	ALICE AVENUE
Portland East	441-1500434-001	045	4730	770	502.02	88/04/12	\$11.66	1	SL-SP-0100	ALICE AVENUE
Portland East	441-1500434-001	045	4730	770	502.1	88/04/12	\$11.66	1	SL-SP-0100	ALICE AVENUE
Portland East	441-1500434-001	045	4730	770	502.2	88/04/12	\$11.66	1	SL-SP-0100	ALICE AVENUE
Portland East	441-1500434-001	045	4730	770	503.1	01/10/27	\$11.66	1	SL-SP-0100	ALICE AVENUE
Portland East	441-1500434-001	045	4730	773	2.1	89/09/29	\$11.66	1	SL-SP-0100	BRAMBLEWOOD DRIVE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	045	4730	773	3.1	89/09/29	\$11.66	1	SL-SP-0100	BRAMBLEWOOD DRIVE
Portland East	441-1500434-001	045	4730	773	4.1	89/09/29	\$11.66	1	SL-SP-0100	BRAMBLEWOOD DRIVE
Portland East	441-1500434-001	045	4730	773	5.1	89/09/29	\$11.66	1	SL-SP-0100	BRAMBLEWOOD DRIVE
Portland East	441-1500434-001	045	4730	773	6.1	89/09/29	\$11.66	1	SL-SP-0100	BRAMBLEWOOD DRIVE
Portland East	441-1500434-001	045	4730	773	7.01	89/09/29	\$11.66	1	SL-SP-0100	BRAMBLEWOOD DRIVE
Portland East	441-1500434-001	045	4730	773	7.1	89/09/29	\$11.66	1	SL-SP-0100	BRAMBLEWOOD DRIVE
Portland East	441-1500434-001	045	4730	773	9.01	89/09/29	\$11.66	1	SL-SP-0100	BRAMBLEWOOD DRIVE
Portland East	441-1500434-001	045	4730	773	9.1	89/09/29	\$11.66	1	SL-SP-0100	BRAMBLEWOOD DRIVE
Portland East	441-1500434-001	038	4730	776	2	89/10/17	\$12.96	1	SL-SE-0150	INDUSTRIAL WAY
Portland East	441-1500434-001	051	4730	776	4	05/01/27	\$13.93	1	SL-SC-0150	INDUSTRIAL WAY
Portland East	441-1500434-001	038	4730	776	6	89/10/17	\$12.96	1	SL-SE-0150	INDUSTRIAL WAY
Portland East	441-1500434-001	038	4730	776	8	89/10/17	\$12.96	1	SL-SE-0150	INDUSTRIAL WAY
Portland East	441-1500434-001	038	4730	776	10	89/10/17	\$12.96	1	SL-SE-0150	INDUSTRIAL WAY
Portland East	441-1500434-001	038	4730	776	12	89/10/17	\$12.96	1	SL-SE-0150	INDUSTRIAL WAY
Portland East	441-1500434-001	045	4730	779	1.1	89/09/29	\$11.66	1	SL-SP-0100	APPLEBEE COURT
Portland East	441-1500434-001	045	4730	779	1.2	89/09/29	\$11.66	1	SL-SP-0100	APPLEBEE COURT
Portland East	441-1500434-001	045	4730	780	1.02	90/03/23	\$11.66	1	SL-SP-0100	GEORGIA STREET
Portland East	441-1500434-001	045	4730	780	1.1	90/03/23	\$11.66	1	SL-SP-0100	GEORGIA STREET
Portland East	441-1500434-001	045	4730	780	2.01	90/03/23	\$11.66	1	SL-SP-0100	GEORGIA STREET
Portland East	441-1500434-001	045	4730	780	2.1	90/03/23	\$11.66	1	SL-SP-0100	GEORGIA STREET
Portland East	441-1500434-001	045	4730	780	2.11	90/03/23	\$11.66	1	SL-SP-0100	GEORGIA STREET
Portland East	441-1500434-001	045	4730	781	1.1	88/05/20	\$11.66	1	SL-SP-0100	WEST LYNNE DRIVE
Portland East	441-1500434-001	045	4730	781	2.1	88/05/20	\$11.66	1	SL-SP-0100	WEST LYNNE DRIVE
Portland East	441-1500434-001	045	4730	781	3.1	88/05/20	\$11.66	1	SL-SP-0100	WEST LYNNE DRIVE
Portland East	441-1500434-001	045	4730	782	5.15	92/08/30	\$11.66	1	SL-SP-0100	#N/A
Portland East	441-1500434-001	045	4730	782	5.16	92/08/30	\$11.66	1	SL-SP-0100	#N/A
Portland East	441-1500434-001	045	4730	782	5.17	92/08/30	\$11.66	1	SL-SP-0100	#N/A
Portland East	441-1500434-001	045	4730	782	5.18	92/08/30	\$11.66	1	SL-SP-0100	#N/A
Portland East	441-1500434-001	045	4730	782	5.19	92/08/30	\$11.66	1	SL-SP-0100	#N/A
Portland East	441-1500434-001	045	4730	784	2.01	89/10/17	\$11.66	1	SL-SP-0100	BERKSHIRE ROAD
Portland East	441-1500434-001	045	4730	784	2.02	89/10/17	\$11.66	1	SL-SP-0100	BERKSHIRE ROAD
Portland East	441-1500434-001	045	4730	784	2.1	89/10/17	\$11.66	1	SL-SP-0100	BERKSHIRE ROAD
Portland East	441-1500434-001	045	4730	786	1.1	00/05/28	\$11.66	1	SL-SP-0100	LYNN STREET
Portland East	441-1500434-001	045	4730	786	2.1	00/05/28	\$11.66	1	SL-SP-0100	LYNN STREET
Portland East	441-1500434-001	045	4730	786	3.01	00/05/28	\$11.66	1	SL-SP-0100	LYNN STREET
Portland East	441-1500434-001	045	4730	786	3.1	00/05/28	\$11.66	1	SL-SP-0100	LYNN STREET
Portland East	441-1500434-001	045	4730	787	1.1	92/08/30	\$11.66	1	SL-SP-0100	HILLCREST CIRCLE
Portland East	441-1500434-001	045	4730	788	1.1	92/08/30	\$11.66	1	SL-SP-0100	SAUGUS STREET
Portland East	441-1500434-001	045	4730	788	2.1	92/08/30	\$11.66	1	SL-SP-0100	SAUGUS STREET
Portland East	441-1500434-001	045	4730	788	3.1	00/05/28	\$11.66	1	SL-SP-0100	SAUGUS STREET
Portland East	441-1500434-001	045	4730	788	4.01	00/05/28	\$11.66	1	SL-SP-0100	SAUGUS STREET
Portland East	441-1500434-001	045	4730	788	4.1	00/05/28	\$11.66	1	SL-SP-0100	SAUGUS STREET
Portland East	441-1500434-001	045	4730	788	5.01	00/05/28	\$11.66	1	SL-SP-0100	SAUGUS STREET
Portland East	441-1500434-001	045	4730	788	5.1	00/05/28	\$11.66	1	SL-SP-0100	SAUGUS STREET
Portland East	441-1500434-001	045	4730	788	6.01	00/05/28	\$11.66	1	SL-SP-0100	SAUGUS STREET
Portland East	441-1500434-001	045	4730	788	6.1	00/05/28	\$11.66	1	SL-SP-0100	SAUGUS STREET
Portland East	441-1500434-001	032	4730	789	2	80/10/24	\$9.31	1	SL-SE-0050	FERNALD TERRACE
Portland East	441-1500434-001	045	4730	791	1.1	95/09/28	\$11.66	1	SL-SP-0100	FELICIA LANE
Portland East	441-1500434-001	045	4730	791	2.1	95/09/28	\$11.66	1	SL-SP-0100	FELICIA LANE
Portland East	441-1500434-001	045	4730	791	4.1	95/09/28	\$11.66	1	SL-SP-0100	FELICIA LANE
Portland East	441-1500434-001	045	4730	791	6.1	95/09/28	\$11.66	1	SL-SP-0100	FELICIA LANE
Portland East	441-1500434-001	045	4730	792	501	00/05/28	\$11.66	1	SL-SP-0100	MILTON STREET
Portland East	441-1500434-001	045	4730	792	701.01	02/10/27	\$11.66	1	SL-SP-0100	MILTON STREET
Portland East	441-1500434-001	045	4730	792	701.1	02/10/27	\$11.66	1	SL-SP-0100	MILTON STREET
Portland East	441-1500434-001	045	4730	792	702.01	02/10/27	\$11.66	1	SL-SP-0100	MILTON STREET
Portland East	441-1500434-001	045	4730	802	1.1	00/02/26	\$11.66	1	SL-SP-0100	BUCA RUN
Portland East	441-1500434-001	045	4730	802	2.1	00/02/26	\$11.66	1	SL-SP-0100	BUCA RUN
Portland East	441-1500434-001	045	4730	802	3.1	00/02/26	\$11.66	1	SL-SP-0100	BUCA RUN
Portland East	441-1500434-001	045	4730	802	5.1	00/02/26	\$11.66	1	SL-SP-0100	BUCA RUN
Portland East	441-1500434-001	045	4730	805	1.01	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	1.02	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	1.1	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	1.2	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	2.1	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	2.2	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	3.1	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	3.2	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	4.1	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	4.2	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	805	4.3	01/09/11	\$11.66	1	SL-SP-0100	AUBURN PINES DRIVE
Portland East	441-1500434-001	045	4730	807	1.1	03/08/28	\$11.66	1	SL-SP-0100	MAGGIE LANE
Portland East	441-1500434-001	045	4730	807	1.11	03/08/28	\$11.66	1	SL-SP-0100	MAGGIE LANE
Portland East	441-1500434-001	045	4730	807	3.1	03/08/28	\$11.66	1	SL-SP-0100	MAGGIE LANE
Portland East	441-1500434-001	045	4730	807	4.01	03/08/28	\$11.66	1	SL-SP-0100	MAGGIE LANE
Portland East	441-1500434-001	045	4730	807	4.1	03/08/28	\$11.66	1	SL-SP-0100	MAGGIE LANE
Portland East	441-1500434-001	045	4730	807	5.01	03/08/28	\$11.66	1	SL-SP-0100	MAGGIE LANE
Portland East	441-1500434-001	045	4730	807	5.1	03/08/28	\$11.66	1	SL-SP-0100	MAGGIE LANE
Portland East	441-1500434-001	045	4730	807	6.01	03/08/28	\$11.66	1	SL-SP-0100	MAGGIE LANE
Portland East	441-1500434-001	045	4730	807	6.1	03/08/28	\$11.66	1	SL-SP-0100	MAGGIE LANE
Portland East	441-1500434-001	045	4730	809	1.01	02/09/27	\$11.66	1	SL-SP-0100	LIBERTY WAY
Portland East	441-1500434-001	045	4730	809	1.1	02/09/27	\$11.66	1	SL-SP-0100	LIBERTY WAY

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1500434-001	045	4730	809	2.01	02/09/27	\$11.66	1	SL-SP-0100	LIBERTY WAY
Portland East	441-1500434-001	045	4730	809	2.1	02/09/27	\$11.66	1	SL-SP-0100	LIBERTY WAY
Portland East	441-1500434-001	045	4730	810	2.1	02/04/27	\$11.66	1	SL-SP-0100	QUIET LANE
Portland East	441-1500434-001	045	4730	810	2.2	02/04/27	\$11.66	1	SL-SP-0100	QUIET LANE
Portland East	441-1500434-001	045	4730	810	2.3	02/04/27	\$11.66	1	SL-SP-0100	QUIET LANE
Portland East	441-1500434-001	045	4730	811	1.01	02/01/27	\$11.66	1	SL-SP-0100	HAVERTYS STREET
Portland East	441-1500434-001	045	4730	811	1.1	02/01/27	\$11.66	1	SL-SP-0100	HAVERTYS STREET
Portland East	441-1500434-001	045	4730	811	1.11	02/01/27	\$11.66	1	SL-SP-0100	HAVERTYS STREET
Portland East	441-1500434-001	045	4730	812	1.1	03/10/29	\$11.66	1	SL-SP-0100	WYOMING AVENUE
Portland East	441-1500434-001	045	4730	812	1.2	03/10/29	\$11.66	1	SL-SP-0100	WYOMING AVENUE
Portland East	441-1500434-001	050	4730	814	1	02/10/27	\$10.92	1	SL-SC-0070	HASKELL STREET
Portland East	441-1500434-001	045	4730	814	2.1	02/10/27	\$11.66	1	SL-SP-0100	HASKELL STREET
Portland East	441-1500434-001	050	4730	815	1	05/04/28	\$10.92	1	SL-SC-0070	FARM HOUSE LANE
Portland East	441-1500434-001	045	4730	815	2.1	05/04/28	\$11.66	1	SL-SP-0100	FARM HOUSE LANE
Portland East	441-1500434-001	045	4730	816	4.1	07/01/27	\$11.66	1	SL-SP-0100	YALE STREET
Portland East	441-1500434-001	045	4730	816	5.1	07/01/27	\$11.66	1	SL-SP-0100	YALE STREET
Portland East	441-1500434-001	045	4730	816	5.2	07/01/27	\$11.66	1	SL-SP-0100	YALE STREET
Portland East	441-1500434-001	045	4730	816	6.1	07/01/27	\$11.66	1	SL-SP-0100	YALE STREET
Portland East	441-1500434-001	045	4730	816	6.2	07/01/27	\$11.66	1	SL-SP-0100	YALE STREET
Portland East	441-1500434-001	045	4730	816	7.1	07/01/27	\$11.66	1	SL-SP-0100	YALE STREET
Portland East	441-1500434-001	045	4730	816	7.2	07/01/27	\$11.66	1	SL-SP-0100	YALE STREET
Portland East	441-1500434-001	045	4730	817	1.1	04/05/28	\$11.66	1	SL-SP-0100	YALE COURT
Portland East	441-1500434-001	045	4730	817	1.11	07/01/27	\$11.66	1	SL-SP-0100	YALE COURT
Portland East	441-1500434-001	045	4730	817	1.2	04/05/28	\$11.66	1	SL-SP-0100	YALE COURT
Portland East	441-1500434-001	045	4730	817	1.3	04/05/28	\$11.66	1	SL-SP-0100	YALE COURT
Portland East	441-1500434-001	045	4730	817	1.4	04/05/28	\$11.66	1	SL-SP-0100	YALE COURT
Portland East	441-1500434-001	045	4730	817	1.5	04/05/28	\$11.66	1	SL-SP-0100	YALE COURT
Portland East	441-1500434-001	045	4730	817	1.6	04/05/28	\$11.66	1	SL-SP-0100	YALE COURT
Portland East	441-1500434-001	045	4730	817	1.7	04/05/28	\$11.66	1	SL-SP-0100	YALE COURT
Portland East	441-1500434-001	045	4730	817	1.8	04/05/28	\$11.66	1	SL-SP-0100	YALE COURT
Portland East	441-1500434-001	045	4730	819	1.01	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	1.1	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	1.2	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	2.1	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	3.01	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	3.1	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	3.2	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	4.1	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	5.01	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	5.1	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	5.2	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	6.1	09/02/26	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	6.2	09/02/26	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	6.3	09/02/26	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	501.01	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	501.1	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	501.2	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	502.1	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	503.01	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	503.1	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	4.1H	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	4.2H	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	819	4H.01	06/03/29	\$11.66	1	SL-SP-0100	HOPE LANE
Portland East	441-1500434-001	045	4730	823	1.01	06/04/27	\$11.66	1	SL-SP-0100	CARRIAGE LANE
Portland East	441-1500434-001	045	4730	823	1.1	06/04/27	\$11.66	1	SL-SP-0100	CARRIAGE LANE
Portland East	441-1500434-001	045	4730	823	2.1	06/04/27	\$11.66	1	SL-SP-0100	CARRIAGE LANE
Portland East	441-1500434-001	045	4730	823	4.01	06/04/27	\$11.66	1	SL-SP-0100	CARRIAGE LANE
Portland East	441-1500434-001	045	4730	823	4.1	06/04/27	\$11.66	1	SL-SP-0100	CARRIAGE LANE
Portland East	441-1500434-001	045	4730	823	5.1	06/04/27	\$11.66	1	SL-SP-0100	CARRIAGE LANE
Portland East	441-1500434-001	045	4730	827	1.01	06/08/27	\$11.66	1	SL-SP-0100	BALL PARK DRIVE
Portland East	441-1500434-001	045	4730	827	1.02	06/08/27	\$11.66	1	SL-SP-0100	BALL PARK DRIVE
Portland East	441-1500434-001	045	4730	827	1.1	06/08/27	\$11.66	1	SL-SP-0100	BALL PARK DRIVE
Portland East	441-1500434-001	045	4730	827	1.2	06/08/27	\$11.66	1	SL-SP-0100	BALL PARK DRIVE
Portland East	441-1500434-001	045	4730	827	2.01	06/08/27	\$11.66	1	SL-SP-0100	BALL PARK DRIVE
Portland East	441-1500434-001	045	4730	827	2.1	06/08/27	\$11.66	1	SL-SP-0100	BALL PARK DRIVE
Portland East	441-1500434-001	045	4730	827	3.01	06/08/27	\$11.66	1	SL-SP-0100	BALL PARK DRIVE
Portland East	441-1500434-001	045	4730	827	3.1	06/08/27	\$11.66	1	SL-SP-0100	BALL PARK DRIVE
Portland East	441-1500434-001	045	4730	828	1.1	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	2.1	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	3.1	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	4.1	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	4.2	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	502.01	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	502.1	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	504.1	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	505.1	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	0.01.1	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1500434-001	045	4730	828	000.01.1	07/05/27	\$11.66	1	SL-SP-0100	RUBY LANE
Portland East	441-1496480-001	767	4730	833	1.01	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.02	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.03	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Portland East	441-1496480-001	767	4730	833	1.04	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.05	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.06	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.07	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.08	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.09	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.11	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.12	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.13	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.14	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.15	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	1.16	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	501	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	502	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	503	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	504	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	505	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	506	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	767	4730	833	507	08/03/27	\$29.90	1	SL-HS-0175-HLBRK	THAMES STREET
Portland East	441-1496480-001	511	4730	089	000007.1	98/08/28	\$5.92	1	SL-HE-0250 EO	THAMES STREET
Portland East	441-1500434-001	045	4730	792	0000002	02/10/27	\$11.66	1	SL-SP-0100	THAMES STREET
Little Diamond	441-1497707-001	034	4734	003	1	11/04/28	\$10.20	1	SL-SE-0070	ANDERSON AVENUE
Little Diamond	441-1497707-001	034	4734	003	2	90/06/04	\$10.20	1	SL-SE-0070	ANDERSON AVENUE
Little Diamond	441-1497707-001	034	4734	003	3	90/06/04	\$10.20	1	SL-SE-0070	ANDERSON AVENUE
Little Diamond	441-1497707-001	034	4734	003	6	90/06/04	\$10.20	1	SL-SE-0070	ANDERSON AVENUE
Little Diamond	441-1497707-001	034	4734	003	7	90/06/04	\$10.20	1	SL-SE-0070	ANDERSON AVENUE
Little Diamond	441-1497707-001	034	4734	003	4.1	90/06/04	\$10.20	1	SL-SE-0070	ANDERSON AVENUE
Little Diamond	441-1497707-001	034	4734	037	2	90/06/04	\$10.20	1	SL-SE-0070	CITY VIEW AVENUE
Little Diamond	441-1497707-001	034	4734	037	4	90/12/29	\$10.20	1	SL-SE-0070	CITY VIEW AVENUE
Little Diamond	441-1497707-001	034	4734	086	1	90/06/04	\$10.20	1	SL-SE-0070	FESSENDEN AVENUE
Little Diamond	441-1497707-001	034	4734	086	3	90/06/04	\$10.20	1	SL-SE-0070	FESSENDEN AVENUE
Little Diamond	441-1497707-001	034	4734	086	5	90/06/04	\$10.20	1	SL-SE-0070	FESSENDEN AVENUE
Little Diamond	441-1497707-001	034	4734	086	4.1	90/06/04	\$10.20	1	SL-SE-0070	FESSENDEN AVENUE
Little Diamond	441-1497707-001	034	4734	086	5.1	11/04/28	\$10.20	1	SL-SE-0070	FESSENDEN AVENUE
Little Diamond	441-1497707-001	034	4734	238	8	90/06/04	\$10.20	1	SL-SE-0070	ROCKLEDGE AVENUE
Little Diamond	441-1497707-001	034	4734	238	12	90/06/04	\$10.20	1	SL-SE-0070	ROCKLEDGE AVENUE
Little Diamond	441-1497707-001	034	4734	238	15	90/06/04	\$10.20	1	SL-SE-0070	ROCKLEDGE AVENUE
Little Diamond	441-1497707-001	034	4734	238	16	90/06/04	\$10.20	1	SL-SE-0070	ROCKLEDGE AVENUE
Little Diamond	441-1497707-001	034	4734	238	19	90/06/04	\$10.20	1	SL-SE-0070	ROCKLEDGE AVENUE
Little Diamond	441-1497707-001	034	4734	238	22	90/06/04	\$10.20	1	SL-SE-0070	ROCKLEDGE AVENUE
Little Diamond	441-1497707-001	034	4734	238	23	90/06/04	\$10.20	1	SL-SE-0070	ROCKLEDGE AVENUE
Little Diamond	441-1497707-001	034	4734	238	12.1	00/05/28	\$10.20	1	SL-SC-0070	ROCKLEDGE AVENUE
Little Diamond	441-1497707-001	050	4734	238	14.2	90/06/04	\$10.20	1	SL-SE-0070	ROCKLEDGE AVENUE
Little Diamond	441-1497707-001	034	4734	258	2	90/06/04	\$10.20	1	SL-SE-0070	SORRENITO AVENUE
Little Diamond	441-1497707-001	034	4734	258	4	90/06/04	\$10.20	1	SL-SE-0070	SORRENITO AVENUE
Little Diamond	441-1497707-001	034	4731	001	3	90/03/23	\$10.20	1	SL-SE-0070	A STREET
Peaks Island	441-1497680-001	034	4731	001	4	90/03/23	\$10.20	1	SL-SE-0070	A STREET
Peaks Island	441-1497680-001	034	4731	001	7	90/03/23	\$10.20	1	SL-SE-0070	A STREET
Peaks Island	441-1497680-001	034	4731	001	501	90/03/23	\$10.20	1	SL-SE-0070	A STREET
Peaks Island	441-1497680-001	034	4731	001	503	90/03/23	\$10.20	1	SL-SE-0070	A STREET
Peaks Island	441-1497680-001	034	4731	001	506	90/03/23	\$10.20	1	SL-SE-0070	A STREET
Peaks Island	441-1497680-001	034	4731	001	512	90/03/23	\$10.20	1	SL-SE-0070	A STREET
Peaks Island	441-1497680-001	034	4731	001	514	90/03/23	\$10.20	1	SL-SE-0070	A STREET
Peaks Island	441-1497680-001	034	4731	001	516	90/03/23	\$10.20	1	SL-SE-0070	A STREET
Peaks Island	441-1497680-001	034	4731	002	2	90/05/09	\$10.20	1	SL-SE-0070	ADAMS STREET
Peaks Island	441-1497680-001	034	4731	014	1	90/03/23	\$10.20	1	SL-SE-0070	BEACH ROAD
Peaks Island	441-1497680-001	034	4731	014	3	90/03/23	\$10.20	1	SL-SE-0070	BEACH ROAD
Peaks Island	441-1497680-001	034	4731	014	3.2	96/05/29	\$10.20	1	SL-SE-0070	BEACH ROAD
Peaks Island	441-1497680-001	034	4731	019	4	90/05/09	\$10.20	1	SL-SE-0070	BRACKETT AVENUE
Peaks Island	441-1497680-001	034	4731	019	5	90/05/09	\$10.20	1	SL-SE-0070	BRACKETT AVENUE
Peaks Island	441-1497680-001	034	4731	019	7	90/05/09	\$10.20	1	SL-SE-0070	BRACKETT AVENUE
Peaks Island	441-1497680-001	034	4731	019	9	90/05/09	\$10.20	1	SL-SE-0070	BRACKETT AVENUE
Peaks Island	441-1497680-001	034	4731	019	11	90/05/09	\$10.20	1	SL-SE-0070	BRACKETT AVENUE
Peaks Island	441-1497680-001	050	4731	019	17	04/08/03	\$10.92	1	SL-SC-0070	BRACKETT AVENUE
Peaks Island	441-1497680-001	034	4731	020	2	90/05/07	\$10.20	1	SL-SE-0070	BRAEBROOK ROAD
Peaks Island	441-1497680-001	034	4731	030	2	11/11/30	\$10.20	1	SL-SE-0070	CITY POINT STREET
Peaks Island	441-1497680-001	034	4731	030	4	11/11/30	\$10.20	1	SL-SE-0070	CITY POINT STREET
Peaks Island	441-1497680-001	034	4731	032	2	90/05/03	\$10.20	1	SL-SE-0070	CENTENNIAL STREET
Peaks Island	441-1497680-001	034	4731	032	4	90/05/03	\$10.20	1	SL-SE-0070	CENTENNIAL STREET
Peaks Island	441-1497680-001	050	4731	032	6	00/06/28	\$10.92	1	SL-SC-0070	CENTENNIAL STREET
Peaks Island	441-1497680-001	050	4731	032	7	04/06/26	\$10.92	1	SL-SC-0070	CENTENNIAL STREET
Peaks Island	441-1497680-001	034	4731	033	2	90/03/23	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	4	90/05/04	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	050	4731	033	6	14/02/27	\$10.92	1	SL-SC-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	8	90/05/04	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	9	90/05/04	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	9.1	90/05/04	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	9.2	95/12/28	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	9.3	98/02/26	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	10	90/05/04	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	12	90/05/04	\$10.20	1	SL-SE-0070	CENTRAL AVENUE

#N/A

#N/A

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Peaks Island	441-1497680-001	050	4731	033	15	00/05/28	\$10.92	1	SL-SC-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	17	90/05/04	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	20	84/10/15	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	033	22	90/05/04	\$10.20	1	SL-SE-0070	CENTRAL AVENUE
Peaks Island	441-1497680-001	034	4731	035	2	90/03/23	\$10.20	1	SL-SE-0070	CHURCH AVENUE
Peaks Island	441-1497680-001	034	4731	035	3	96/01/26	\$10.20	1	SL-SE-0070	CHURCH AVENUE
Peaks Island	441-1497680-001	034	4731	035	4.1	90/05/02	\$10.20	1	SL-SE-0070	CHURCH AVENUE
Peaks Island	441-1497680-001	034	4731	036	3	90/05/03	\$10.20	1	SL-SE-0070	CITY POINT ROAD
Peaks Island	441-1497680-001	034	4731	042	2	90/03/23	\$10.20	1	SL-SE-0070	CRESENT AVENUE
Peaks Island	441-1497680-001	050	4731	072	1	05/04/28	\$10.92	1	SL-SC-0070	EIGHTH MAINE AVENUE
Peaks Island	441-1497680-001	034	4731	072	3	90/05/16	\$10.20	1	SL-SE-0070	EIGHTH MAINE AVENUE
Peaks Island	441-1497680-001	034	4731	074	1	90/05/03	\$10.20	1	SL-SE-0070	ELIZABETH STREET
Peaks Island	441-1497680-001	034	4731	074	3	90/05/03	\$10.20	1	SL-SE-0070	ELIZABETH STREET
Peaks Island	441-1497680-001	034	4731	074	5	90/05/03	\$10.20	1	SL-SE-0070	ELIZABETH STREET
Peaks Island	441-1497680-001	034	4731	074	8	11/11/30	\$10.20	1	SL-SE-0070	ELIZABETH STREET
Peaks Island	441-1497680-001	034	4731	075	2	90/05/08	\$10.20	1	SL-SE-0070	ELIZABETH STREET
Peaks Island	441-1497680-001	034	4731	075	4	90/05/08	\$10.20	1	SL-SE-0070	ELIZABETH STREET
Peaks Island	441-1497680-001	034	4731	075	4	90/05/08	\$10.20	1	SL-SE-0070	ELIZABETH STREET
Peaks Island	441-1497680-001	034	4731	076	1	90/05/01	\$10.20	1	SL-SE-0070	EPPS STREET
Peaks Island	441-1497680-001	034	4731	076	2	90/04/25	\$10.20	1	SL-SE-0070	EPPS STREET
Peaks Island	441-1497680-001	034	4731	076	3	90/05/01	\$10.20	1	SL-SE-0070	EPPS STREET
Peaks Island	441-1497680-001	034	4731	076	4	90/05/01	\$10.20	1	SL-SE-0070	EPPS STREET
Peaks Island	441-1497680-001	034	4731	105	1	90/05/17	\$10.20	1	SL-SE-0070	EVERGREEN LANDING
Peaks Island	441-1497680-001	034	4731	105	3	90/05/17	\$10.20	1	SL-SE-0070	EVERGREEN LANDING
Peaks Island	441-1497680-001	050	4731	105	4	00/06/28	\$10.92	1	SL-SC-0070	EVERGREEN LANDING
Peaks Island	441-1497680-001	034	4731	105	5	90/05/17	\$10.20	1	SL-SE-0070	EVERGREEN LANDING
Peaks Island	441-1497680-001	034	4731	114	4	90/05/07	\$10.20	1	SL-SE-0070	GREENWOOD STREET
Peaks Island	441-1497680-001	034	4731	114	2H	90/03/23	\$10.20	1	SL-SE-0070	GREENWOOD STREET
Peaks Island	441-1497680-001	034	4731	131	2	90/04/24	\$10.20	1	SL-SE-0070	GREENWOOD STREET
Peaks Island	441-1497680-001	034	4731	131	4	90/04/24	\$10.20	1	SL-SE-0070	GREENWOOD STREET
Peaks Island	441-1497680-001	034	4731	131	8	90/04/24	\$10.20	1	SL-SE-0070	GREENWOOD STREET
Peaks Island	441-1497680-001	034	4731	131	9	90/03/23	\$10.20	1	SL-SE-0070	GREENWOOD STREET
Peaks Island	441-1497680-001	034	4731	131	10	90/04/24	\$10.20	1	SL-SE-0070	GREENWOOD STREET
Peaks Island	441-1497680-001	034	4731	131	12	90/04/24	\$10.20	1	SL-SE-0070	GREENWOOD STREET
Peaks Island	441-1497680-001	050	4731	131	13	04/08/03	\$10.92	1	SL-SC-0070	GREENWOOD STREET
Peaks Island	441-1497680-001	034	4731	131	14	90/04/24	\$10.20	1	SL-SE-0070	HERMAN AVENUE
Peaks Island	441-1497680-001	034	4731	131	15	90/04/24	\$10.20	1	SL-SE-0070	HERMAN AVENUE
Peaks Island	441-1497680-001	034	4731	131	17	90/03/23	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	18	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	20	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	21	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	22	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	23	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	25	90/04/24	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	27	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	28	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	29	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	31	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	33	90/03/23	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	35	90/03/23	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	35.2	90/03/23	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	38	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	40	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	42	92/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	43.2	95/02/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	44	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	46	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	48	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	50	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	51.2	90/04/25	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	52	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	54	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	57	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	050	4731	131	60	08/02/28	\$10.92	1	SL-SC-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	050	4731	131	62	08/02/28	\$10.92	1	SL-SC-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	64	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	050	4731	131	67	05/04/28	\$10.92	1	SL-SC-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	050	4731	131	68	05/04/28	\$10.92	1	SL-SC-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	70	90/04/30	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	050	4731	131	72	03/06/26	\$10.92	1	SL-SC-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	74	90/04/30	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	76	90/04/30	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	131	78	90/04/26	\$10.20	1	SL-SE-0070	ISLAND AVENUE
Peaks Island	441-1497680-001	050	4731	150	2	01/04/27	\$10.92	1	SL-SC-0070	KNICKERBOCKER ROAD
Peaks Island	441-1497680-001	034	4731	150	4	90/04/30	\$10.20	1	SL-SE-0070	KNICKERBOCKER ROAD
Peaks Island	441-1497680-001	034	4731	150	6	90/04/30	\$10.20	1	SL-SE-0070	KNICKERBOCKER ROAD
Peaks Island	441-1497680-001	034	4731	150	8	90/04/30	\$10.20	1	SL-SE-0070	KNICKERBOCKER ROAD
Peaks Island	441-1497680-001	050	4731	150	10	00/06/28	\$10.92	1	SL-SC-0070	KNICKERBOCKER ROAD
Peaks Island	441-1497680-001	034	4731	150	12	92/04/26	\$10.20	1	SL-SE-0070	KNICKERBOCKER ROAD
Peaks Island	441-1497680-001	034	4731	150	13	90/04/30	\$10.20	1	SL-SE-0070	KNICKERBOCKER ROAD
Peaks Island	441-1497680-001	034	4731	150	15	90/03/23	\$10.20	1	SL-SE-0070	KNICKERBOCKER ROAD
Peaks Island	441-1497680-001	034	4731	161	1	90/05/07	\$10.20	1	SL-SE-0070	LEDGEWOOD ROAD

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Peaks Island	441-1497680-001	034	4731	161	4	90/05/07	\$10.20	1	SL-SE-0070	LEDGEWOOD ROAD
Peaks Island	441-1497680-001	034	4731	161	6	90/05/07	\$10.20	1	SL-SE-0070	LEDGEWOOD ROAD
Peaks Island	441-1497680-001	034	4731	161	8	90/05/07	\$10.20	1	SL-SE-0070	LEDGEWOOD ROAD
Peaks Island	441-1497680-001	034	4731	165	2	90/05/07	\$10.20	1	SL-SE-0070	LUTHER STREET
Peaks Island	441-1497680-001	034	4731	165	4	90/05/07	\$10.20	1	SL-SE-0070	LUTHER STREET
Peaks Island	441-1497680-001	034	4731	165	6	90/05/07	\$10.20	1	SL-SE-0070	LUTHER STREET
Peaks Island	441-1497680-001	034	4731	165	8	90/05/07	\$10.20	1	SL-SE-0070	LUTHER STREET
Peaks Island	441-1497680-001	034	4731	165	11	90/03/23	\$10.20	1	SL-SE-0070	LUTHER STREET
Peaks Island	441-1497680-001	034	4731	179	2	90/05/07	\$10.20	1	SL-SE-0070	MECHANIC STREET
Peaks Island	441-1497680-001	034	4731	179	3	90/05/07	\$10.20	1	SL-SE-0070	MECHANIC STREET
Peaks Island	441-1497680-001	034	4731	180	2	90/05/16	\$10.20	1	SL-SE-0070	WINDING WAY
Peaks Island	441-1497680-001	034	4731	180	4	90/05/16	\$10.20	1	SL-SE-0070	WINDING WAY
Peaks Island	441-1497680-001	034	4731	180	4.2	90/05/16	\$10.20	1	SL-SE-0070	WINDING WAY
Peaks Island	441-1497680-001	034	4731	180	5	90/05/16	\$10.20	1	SL-SE-0070	WINDING WAY
Peaks Island	441-1497680-001	034	4731	180	8	90/05/16	\$10.20	1	SL-SE-0070	WINDING WAY
Peaks Island	441-1497680-001	034	4731	180	8.1	90/05/16	\$10.20	1	SL-SE-0070	WINDING WAY
Peaks Island	441-1497680-001	034	4731	180	9	04/08/03	\$10.92	1	SL-SC-0070	WINDING WAY
Peaks Island	441-1497680-001	034	4731	180	10.1	90/05/16	\$10.20	1	SL-SE-0070	WINDING WAY
Peaks Island	441-1497680-001	034	4731	183	3	90/05/10	\$10.20	1	SL-SE-0070	MERIDIAN STREET
Peaks Island	441-1497680-001	034	4731	183	5	90/05/10	\$10.20	1	SL-SE-0070	MERIDIAN STREET
Peaks Island	441-1497680-001	034	4731	183	6	90/05/10	\$10.20	1	SL-SE-0070	MERIDIAN STREET
Peaks Island	441-1497680-001	034	4731	184	3	90/05/17	\$10.20	1	SL-SE-0070	MERRIAM STREET
Peaks Island	441-1497680-001	034	4731	196	1	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	196	4	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	196	6	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	196	7	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	196	9	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	196	11	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	196	13	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	050	4731	196	15	05/04/28	\$10.92	1	SL-SC-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	196	17	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	196	19	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	196	20	90/05/14	\$10.20	1	SL-SE-0070	NEW ISLAND AVENUE
Peaks Island	441-1497680-001	034	4731	204	2	90/03/23	\$10.20	1	SL-SE-0070	OAK AVENUE
Peaks Island	441-1497680-001	034	4731	204	4	90/03/23	\$10.20	1	SL-SE-0070	OAK AVENUE
Peaks Island	441-1497680-001	034	4731	206	2	90/05/09	\$10.20	1	SL-SE-0070	OAKLAND AVENUE
Peaks Island	441-1497680-001	034	4731	206	4	90/05/09	\$10.20	1	SL-SE-0070	OAKLAND AVENUE
Peaks Island	441-1497680-001	034	4731	221	2	90/05/03	\$10.20	1	SL-SE-0070	PARK AVENUE
Peaks Island	441-1497680-001	034	4731	221	4	90/03/23	\$10.20	1	SL-SE-0070	PARK AVENUE
Peaks Island	441-1497680-001	034	4731	221	5	90/03/23	\$10.20	1	SL-SE-0070	PARK AVENUE
Peaks Island	441-1497680-001	034	4731	221	3	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	5	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	7	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	9	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	11	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	14	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	16	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	18	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	20	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	22	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	26	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	050	4731	223	28	04/08/03	\$10.92	1	SL-SC-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	29	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	30	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	32	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	34	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	223	35	90/05/01	\$10.20	1	SL-SE-0070	PLEASANT AVENUE
Peaks Island	441-1497680-001	034	4731	224	1	90/05/02	\$10.20	1	SL-SE-0070	PRINCE AVENUE
Peaks Island	441-1497680-001	034	4731	224	3	90/05/02	\$10.20	1	SL-SE-0070	PRINCE AVENUE
Peaks Island	441-1497680-001	050	4731	224	5	14/02/27	\$10.92	1	SL-SC-0070	PRINCE AVENUE
Peaks Island	441-1497680-001	034	4731	224	7	90/05/02	\$10.20	1	SL-SE-0070	PRINCE AVENUE
Peaks Island	441-1497680-001	034	4731	224	9	90/05/02	\$10.20	1	SL-SE-0070	PRINCE AVENUE
Peaks Island	441-1497680-001	034	4731	226	2	90/05/07	\$10.20	1	SL-SE-0070	PEASE ROAD
Peaks Island	441-1497680-001	034	4731	235	2	11/11/30	\$10.20	1	SL-SE-0070	REED AVENUE
Peaks Island	441-1497680-001	034	4731	235	3	90/05/02	\$10.20	1	SL-SE-0070	REED AVENUE
Peaks Island	441-1497680-001	034	4731	235	4	90/05/02	\$10.20	1	SL-SE-0070	REED AVENUE
Peaks Island	441-1497680-001	034	4731	235	6	90/05/02	\$10.20	1	SL-SE-0070	REED AVENUE
Peaks Island	441-1497680-001	034	4731	235	7	90/05/02	\$10.20	1	SL-SE-0070	REED AVENUE
Peaks Island	441-1497680-001	034	4731	235	9	90/05/02	\$10.20	1	SL-SE-0070	REED AVENUE
Peaks Island	441-1497680-001	034	4731	240	2	90/05/14	\$10.20	1	SL-SE-0070	RYEFIELD STREET
Peaks Island	441-1497680-001	034	4731	249	3	90/05/15	\$10.20	1	SL-SE-0070	SEA SHORE AVENUE SOUTH
Peaks Island	441-1497680-001	050	4731	249	5	00/06/28	\$10.92	1	SL-SC-0070	SEA SHORE AVENUE SOUTH
Peaks Island	441-1497680-001	034	4731	249	7	90/05/15	\$10.20	1	SL-SE-0070	SEA SHORE AVENUE SOUTH
Peaks Island	441-1497680-001	034	4731	249	10	90/05/15	\$10.20	1	SL-SE-0070	SEA SHORE AVENUE SOUTH
Peaks Island	441-1497680-001	034	4731	249	13	90/05/15	\$10.20	1	SL-SE-0070	SEA SHORE AVENUE SOUTH
Peaks Island	441-1497680-001	034	4731	249	15	90/05/15	\$10.20	1	SL-SE-0070	SEA SHORE AVENUE SOUTH
Peaks Island	441-1497680-001	034	4731	249	20	90/05/15	\$10.20	1	SL-SE-0070	SEA SHORE AVENUE SOUTH
Peaks Island	441-1497680-001	034	4731	249	25	90/05/15	\$10.20	1	SL-SE-0070	SEA SHORE AVENUE SOUTH
Peaks Island	441-1497680-001	034	4731	249	27	90/05/15	\$10.20	1	SL-SE-0070	SEA SHORE AVENUE SOUTH
Peaks Island	441-1497680-001	034	4731	251	2	90/05/02	\$10.20	1	SL-SE-0070	SARGENT ROAD
Peaks Island	441-1497680-001	034	4731	251	4	90/05/02	\$10.20	1	SL-SE-0070	SARGENT ROAD

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
Peaks Island	441-1497680-001	034	4731	252	2	90/05/02	\$10.20	1	SL-SE-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	034	4731	252	4	90/05/02	\$10.20	1	SL-SE-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	034	4731	252	6	90/05/02	\$10.20	1	SL-SE-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	034	4731	252	8	11/11/30	\$10.20	1	SL-SE-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	050	4731	252	10	00/06/28	\$10.92	1	SL-SC-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	034	4731	252	12	90/05/02	\$10.20	1	SL-SE-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	034	4731	252	14	90/05/02	\$10.20	1	SL-SE-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	034	4731	252	14.2	90/05/02	\$10.20	1	SL-SE-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	034	4731	252	16	11/11/30	\$10.20	1	SL-SE-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	034	4731	252	17	90/05/02	\$10.20	1	SL-SE-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	050	4731	252	24	00/06/28	\$10.92	1	SL-SC-0070	SEASHORE AVENUE
Peaks Island	441-1497680-001	034	4731	260	3	90/05/16	\$10.20	1	SL-SE-0070	SPRUCE AVENUE
Peaks Island	441-1497680-001	034	4731	260	4	90/05/16	\$10.20	1	SL-SE-0070	SPRUCE AVENUE
Peaks Island	441-1497680-001	034	4731	260	6	90/05/16	\$10.20	1	SL-SE-0070	SPRUCE AVENUE
Peaks Island	441-1497680-001	034	4731	260	8	90/05/16	\$10.20	1	SL-SE-0070	SPRUCE AVENUE
Peaks Island	441-1497680-001	034	4731	262	2	90/03/23	\$10.20	1	SL-SE-0070	STERLING STREET
Peaks Island	441-1497680-001	034	4731	262	4	90/03/23	\$10.20	1	SL-SE-0070	STERLING STREET
Peaks Island	441-1497680-001	034	4731	262	6	90/05/03	\$10.20	1	SL-SE-0070	STERLING STREET
Peaks Island	441-1497680-001	034	4731	262	8	90/05/03	\$10.20	1	SL-SE-0070	STERLING STREET
Peaks Island	441-1497680-001	034	4731	281	2	90/05/09	\$10.20	1	SL-SE-0070	TOLMAN HEIGHTS
Peaks Island	441-1497680-001	034	4731	282	1	90/05/17	\$10.20	1	SL-SE-0070	TORRINGTON AVENUE
Peaks Island	441-1497680-001	034	4731	282	2	90/05/17	\$10.20	1	SL-SE-0070	TORRINGTON AVENUE
Peaks Island	441-1497680-001	050	4731	282	5	00/06/28	\$10.92	1	SL-SC-0070	TORRINGTON AVENUE
Peaks Island	441-1497680-001	034	4731	282	5.01	90/03/23	\$10.20	1	SL-SE-0070	TORRINGTON AVENUE
Peaks Island	441-1497680-001	034	4731	282	8	96/05/29	\$10.20	1	SL-SE-0070	TORRINGTON AVENUE
Peaks Island	441-1497680-001	034	4731	283	1	90/05/01	\$10.20	1	SL-SE-0070	TREFETHEN AVENUE
Peaks Island	441-1497680-001	034	4731	283	4	90/05/01	\$10.20	1	SL-SE-0070	TREFETHEN AVENUE
Peaks Island	441-1497680-001	034	4731	283	7	90/05/01	\$10.20	1	SL-SE-0070	TREFETHEN AVENUE
Peaks Island	441-1497680-001	034	4731	283	9	90/05/01	\$10.20	1	SL-SE-0070	TREFETHEN AVENUE
Peaks Island	441-1497680-001	050	4731	283	11	00/06/28	\$10.92	1	SL-SC-0070	TREFETHEN AVENUE
Peaks Island	441-1497680-001	034	4731	283	15	90/05/01	\$10.20	1	SL-SE-0070	TREFETHEN AVENUE
Peaks Island	441-1497680-001	050	4731	294	4	00/06/28	\$10.92	1	SL-SC-0070	VARNEY ROAD
Peaks Island	441-1497680-001	034	4731	297	1	90/05/10	\$10.20	1	SL-SE-0070	VETERAN STREET
Peaks Island	441-1497680-001	034	4731	297	2	90/05/10	\$10.20	1	SL-SE-0070	VETERAN STREET
Peaks Island	441-1497680-001	036	4731	311	1	96/05/29	\$11.28	1	SL-SE-0100	WELCH STREET
Peaks Island	441-1497680-001	036	4731	311	2	96/05/29	\$11.28	1	SL-SE-0100	WELCH STREET
Peaks Island	441-1497680-001	042	4731	311	3	90/05/10	\$17.99	1	SL-SF-0250	WELCH STREET
Peaks Island	441-1497680-001	042	4731	311	3	90/05/10	\$17.99	1	SL-SF-0250	WELCH STREET
Peaks Island	441-1497680-001	034	4731	311	7	90/05/10	\$10.20	1	SL-SE-0070	WELCH STREET
Peaks Island	441-1497680-001	034	4731	311	8	90/05/10	\$10.20	1	SL-SE-0070	WELCH STREET
Peaks Island	441-1497680-001	034	4731	311	11	90/05/10	\$10.20	1	SL-SE-0070	WELCH STREET
Peaks Island	441-1497680-001	034	4731	311	13	90/05/10	\$10.20	1	SL-SE-0070	WELCH STREET
Peaks Island	441-1497680-001	034	4731	314	2	90/05/16	\$10.20	1	SL-SE-0070	WHITEHEAD STREET
Peaks Island	441-1497680-001	034	4731	314	4	90/05/16	\$10.20	1	SL-SE-0070	WHITEHEAD STREET
Peaks Island	441-1497680-001	034	4731	319	3	90/05/08	\$10.20	1	SL-SE-0070	WILLOW STREET
Peaks Island	441-1497680-001	034	4731	319	6	90/05/08	\$10.20	1	SL-SE-0070	WILLOW STREET
Peaks Island	441-1497680-001	034	4731	323	2	93/10/28	\$10.20	1	SL-SE-0070	TOLMAN ROAD
Peaks Island	441-1497680-001	034	4731	324	3	90/05/15	\$10.20	1	SL-SE-0070	HIGHLAND AVENUE
Peaks Island	441-1497680-001	034	4731	324	6	90/05/15	\$10.20	1	SL-SE-0070	HIGHLAND AVENUE

6,204

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
POLES ONLY										
CLIFF ISLAND	441-1497726-001	100	4737	039	10		\$10.47	1	STD WOOD P	CLIFF ISLAND AVENUE
CLIFF ISLAND	441-1497726-001	100	4737	039	20		\$10.47	1	STD WOOD P	CLIFF ISLAND AVENUE
PORTLAND	441-1500434-001	107	4730	025	1		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	2		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	3		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	4		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	9		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	16		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	33		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	37		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	38		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	41		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	45		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	49		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	50		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	51		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	52		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	57		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	502		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	503		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	504		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	506		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	507		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	508		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	509		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	0510		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	511		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	512		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	513		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	514		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	515		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	516		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	517		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	518		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	519		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	0520		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	522		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	523		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	524		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	525		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	526		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	527		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	528		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	529		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	0530		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-002	107	4730	025	531		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	532		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	533		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	534		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	535		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	536		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	537		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	538		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	539		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	0540		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	541		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	542		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	543		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	544		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	545		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	546		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	547		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	548		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	549		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	0550		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	551		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	552		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	553		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	554		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	555		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	556		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	107	4730	025	557		\$68.00	1	LAM WOOD POLE 36	BAXTER BOULEVARD
PORTLAND	441-1500434-001	100	4730	032	1		\$10.47	1	STD WOOD POLE 30	BELMEADE ROAD
PORTLAND	441-1500434-001	140	4730	032	1		\$7.59	1	SL-ANCHOR GUY-1	BELMEADE ROAD
PORTLAND	441-1500434-001	106	4730	032	3		\$14.04	1	LAM WOOD POLE 20	BELMEADE ROAD
PORTLAND	441-1857709-001	101	4730	041	8.35		\$12.99	1	STD WOOD POLE 35	BOYD STREET
PORTLAND	441-1493430-001	102	4735	047	11.1		\$14.99	1	STD WOOD POLE 40	BOYNTON STREET
PORTLAND	441-1493430-001	140	4735	047	11.1		\$7.59	1	SL-ANCHOR GUY-1	BOYNTON STREET
PORTLAND	441-1003782-011	101	4735	058	2.1		\$12.99	1	STD WOOD POLE 35	BRIGHTON AVENUE

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
PORTLAND	441-1510154-001	100	4730	089	0000.1C.M		\$10.47	1	STD WOOD POLE 30	CONGRESS STREET
PORTLAND	441-1510154-001	140	4730	089	0000.1C.M		\$7.59	1	SL-ANCHOR GUY-1	CONGRESS STREET
PORTLAND	441-1510154-001	100	4730	089	0000.2C.M		\$10.47	1	STD WOOD POLE 30	CONGRESS STREET
PORTLAND	441-1510154-001	140	4730	089	0000.2C.M		\$7.59	1	SL-ANCHOR GUY-1	CONGRESS STREET
PORTLAND	441-1510154-001	100	4730	089	0000.3C.M		\$10.47	1	STD WOOD POLE 30	CONGRESS STREET
PORTLAND	441-1510154-001	140	4730	089	0000.3C.M		\$7.59	1	SL-ANCHOR GUY-1	CONGRESS STREET
PORTLAND	441-1510154-001	100	4730	089	0000.4C.M		\$10.47	1	STD WOOD POLE 30	CONGRESS STREET
PORTLAND	441-1510154-001	140	4730	089	0000.4C.M		\$7.59	1	SL-ANCHOR GUY-1	CONGRESS STREET
PORTLAND	441-1510154-001	110	4730	089	00003.S.C		\$25.49	1	STUB-POLE	CONGRESS STREET
PORTLAND	441-1500429-001	106	4735	101	53.11		\$14.04	1	LAM WOOD POLE 20	COMMERCIAL STREET
PORTLAND	441-1500429-001	106	4735	101	53.12		\$14.04	1	LAM WOOD POLE 20	COMMERCIAL STREET
PORTLAND	441-1500429-001	106	4735	101	53.13		\$14.04	1	LAM WOOD POLE 20	COMMERCIAL STREET
PORTLAND	441-1500429-001	106	4735	101	53.14		\$14.04	1	LAM WOOD POLE 20	COMMERCIAL STREET
PORTLAND	441-1500429-001	106	4735	101	53.2		\$14.04	1	LAM WOOD POLE 20	COMMERCIAL STREET
PORTLAND	441-1500429-001	106	4735	101	53.3		\$14.04	1	LAM WOOD POLE 20	COMMERCIAL STREET
PORTLAND	441-1500429-001	106	4735	101	53.4		\$14.04	1	LAM WOOD POLE 20	COMMERCIAL STREET
PORTLAND	441-1500429-001	106	4735	101	53.5		\$14.04	1	LAM WOOD POLE 20	COMMERCIAL STREET
PORTLAND	441-1500429-001	106	4735	101	53.6		\$14.04	1	LAM WOOD POLE 20	COMMERCIAL STREET
PORTLAND	441-1496480-001	101	4730	107	1		\$12.99	1	STD WOOD POLE 35	CUTTER STREET
PORTLAND	441-1496480-001	101	4730	107	2		\$12.99	1	STD WOOD POLE 35	CUTTER STREET
PORTLAND	441-1510154-001	101	4730	108	008.2.1		\$12.99	1	STD WOOD POLE 35	CUTTER ST (PVT)
PORTLAND	441-1510154-001	101	4730	108	008.3.6		\$12.99	1	STD WOOD POLE 35	CUTTER ST (PVT)
PORTLAND	441-1500434-001	107	4730	119	1		\$68.00	1	LAM WOOD POLE 36	DARTMOUTH STREET
PORTLAND	441-1496480-001	113	4730	139	12		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	13		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	14		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	15		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	16		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	17		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	18		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	19		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	20		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	21		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	22		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	23		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	24		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	25		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	26		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	27		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	28		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	29		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	30		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	31		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	32		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	33		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	34		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	35		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1496480-001	113	4730	139	36		\$0.85	1	CONCRETE POLE	EASTERN PROMENADE
PORTLAND	441-1500429-001	101	4735	140	1		\$12.99	1	STD WOOD POLE 35	DEERING STREET
PORTLAND	441-1500429-001	101	4735	140	2		\$12.99	1	STD WOOD POLE 35	DEERING STREET
PORTLAND	441-1500429-001	101	4735	140	3		\$12.99	1	STD WOOD POLE 35	DEERING STREET
PORTLAND	441-1500429-001	101	4735	140	4		\$12.99	1	STD WOOD POLE 35	DEERING STREET
PORTLAND	441-1500448-001	100	4735	141	6.1		\$10.47	1	STD WOOD POLE 30	DENNETT STREET
PORTLAND	441-1500448-001	140	4735	141	6.1		\$7.59	1	SL-ANCHOR GUY-1	DENNETT STREET
PORTLAND	441-1500434-001	140	4730	209	13		\$7.59	1	SL-ANCHOR GUY-1	GREENWOOD LANE
PORTLAND	441-1500434-001	101	4730	209	13.1		\$12.99	1	STD WOOD POLE 35	GREENWOOD LANE
PORTLAND	441-1500434-001	101	4730	209	13.2		\$12.99	1	STD WOOD POLE 35	GREENWOOD LANE
PORTLAND	441-1500434-001	101	4730	209	13.3		\$12.99	1	STD WOOD POLE 35	GREENWOOD LANE
PORTLAND	441-1500434-001	140	4730	209	13.3		\$7.59	1	SL-ANCHOR GUY-1	GREENWOOD LANE
PORTLAND	441-1003674-011	101	4735	211	1.1		\$12.99	1	STD WOOD POLE 35	GODFREY STREET
PORTLAND	441-1003674-011	140	4735	211	1.1		\$7.59	1	SL-ANCHOR GUY-1	GODFREY STREET
PORTLAND	441-1003674-011	101	4735	211	3.1		\$12.99	1	STD WOOD POLE 35	GODFREY STREET
PORTLAND	441-1003674-011	140	4735	211	3.1		\$7.59	1	SL-ANCHOR GUY-1	GODFREY STREET
PORTLAND	441-1003674-011	100	4735	211	4.1		\$10.47	1	STD WOOD POLE 30	GODFREY STREET
PORTLAND	441-1003674-011	100	4735	211	4.2		\$10.47	1	STD WOOD POLE 30	GODFREY STREET
PORTLAND	441-1003674-011	100	4735	211	4.3		\$10.47	1	STD WOOD POLE 30	GODFREY STREET
PORTLAND	441-1003674-011	100	4735	211	4.4		\$10.47	1	STD WOOD POLE 30	GODFREY STREET
PORTLAND	441-1003674-011	101	4735	212	1.1		\$12.99	1	STD WOOD POLE 35	GORGES STREET
PORTLAND	441-1493430-001	101	4735	239	2.2		\$12.99	1	STD WOOD POLE 35	HENRY STREET
PORTLAND	441-1493430-001	140	4735	239	2.2		\$7.59	1	SL-ANCHOR GUY-1	HENRY STREET
PORTLAND	441-1500448-001	140	4735	317	19		\$7.59	1	SL-ANCHOR GUY-1	LUDLOW STREET
PORTLAND	441-1500448-001	140	4735	317	19		\$7.59	1	SL-ANCHOR GUY-1	LUDLOW STREET
PORTLAND	441-1500448-001	140	4735	317	502		\$7.59	1	SL-ANCHOR GUY-1	LUDLOW STREET
PORTLAND	441-1500448-001	140	4735	317	505		\$7.59	1	SL-ANCHOR GUY-1	LUDLOW STREET
PORTLAND	441-1500448-001	140	4735	317	509		\$7.59	1	SL-ANCHOR GUY-1	LUDLOW STREET
PORTLAND	441-1857709-001	100	4730	329	5.1		\$10.47	1	STD WOOD POLE 30	MADISON STREET
PORTLAND	441-1857709-001	140	4730	329	5.1		\$7.59	1	SL-ANCHOR GUY-1	MADISON STREET
PORTLAND	441-1857709-001	101	4730	343	7.1		\$12.99	1	STD WOOD POLE 35	MAYO STREET
PORTLAND	441-1857709-001	101	4730	343	8.1		\$12.99	1	STD WOOD POLE 35	MAYO STREET
PORTLAND	441-1857709-001	140	4730	343	8.1		\$7.59	1	SL-ANCHOR GUY-1	MAYO STREET
PORTLAND	441-1857709-001	101	4730	343	8.2		\$12.99	1	STD WOOD POLE 35	MAYO STREET

TRANSFER OF OWNERSHIP INVENTORY

Subject to Bill of Sale Agreement between Central Maine Power and City of Portland

AREA	ACCOUNT NUMBER	PLAN	TOWN	ROAD	POLE	DATE	RATE	ACTIVE	DESCRIPTION	LOCATION
PORTLAND	441-1857709-001	140	4730	343	8.2		\$7.59	1	SL-ANCHOR GUY-1	MAYO STREET
PORTLAND	441-1496480-001	107	4730	361	3.11		\$68.00	1	LAM WOOD POLE 36	MOODY STREET
PORTLAND	441-1496480-001	107	4730	361	3.12		\$68.00	1	LAM WOOD POLE 36	MOODY STREET
PORTLAND	441-1496480-001	107	4730	361	3.13		\$68.00	1	LAM WOOD POLE 36	MOODY STREET
PORTLAND	441-1496480-001	107	4730	361	3.14		\$68.00	1	LAM WOOD POLE 36	MOODY STREET
PORTLAND	441-1500429-001	101	4735	377	58		\$12.99	1	STD WOOD POLE 35	PARK AVENUE
PORTLAND	441-1500429-001	101	4735	377	59		\$12.99	1	STD WOOD POLE 35	PARK AVENUE
PORTLAND	441-1496480-001	101	4730	390	23.1		\$12.99	1	STD WOOD POLE 35	NORTH STREET
PORTLAND	441-1496480-001	140	4730	390	23.1		\$7.59	1	SL-ANCHOR GUY-1	NORTH STREET
PORTLAND	441-1003674-011	101	4735	392	2.2		\$12.99	1	STD WOOD POLE 35	POPHAM STREET
PORTLAND	441-1003674-011	140	4735	392	2.2		\$7.59	1	SL-ANCHOR GUY-1	POPHAM STREET
PORTLAND	441-1003674-011	101	4735	392	4.1		\$12.99	1	STD WOOD POLE 35	POPHAM STREET
PORTLAND	441-1003674-011	140	4735	392	4.1		\$7.59	1	SL-ANCHOR GUY-1	POPHAM STREET
PORTLAND	441-1493430-001	101	4735	398	5.1		\$12.99	1	STD WOOD POLE 35	PURCHAS STREET
PORTLAND	441-1493430-001	101	4735	398	5.2		\$12.99	1	STD WOOD POLE 35	PURCHAS STREET
PORTLAND	441-1493430-001	101	4735	398	9.11		\$12.99	1	STD WOOD POLE 35	PURCHAS STREET
PORTLAND	441-1500434-001	101	4730	405	120.01		\$12.99	1	STD WOOD POLE 35	OCEAN AVENUE
PORTLAND	441-1500434-001	101	4730	405	120.02		\$12.99	1	STD WOOD POLE 35	OCEAN AVENUE
PORTLAND	441-1500434-001	140	4730	405	120.02		\$7.59	1	SL-ANCHOR GUY-1	OCEAN AVENUE
PORTLAND	441-1500429-001	101	4735	458	11		\$12.99	1	STD WOOD POLE 35	STATE STREET
PORTLAND	441-1500429-001	101	4735	458	12		\$12.99	1	STD WOOD POLE 35	STATE STREET
PORTLAND	441-1500429-001	101	4735	458	13		\$12.99	1	STD WOOD POLE 35	STATE STREET
PORTLAND	441-1500429-001	101	4735	458	14		\$12.99	1	STD WOOD POLE 35	STATE STREET
PORTLAND	441-1500429-001	101	4735	458	15		\$12.99	1	STD WOOD POLE 35	STATE STREET
PORTLAND	441-1500429-001	101	4735	463	1		\$12.99	1	STD WOOD POLE 35	STORER STREET
PORTLAND	441-1493430-001	101	4735	515	13.1		\$12.99	1	STD WOOD POLE 35	WARWICK STREET
PORTLAND	441-1493430-001	101	4735	515	13.2		\$12.99	1	STD WOOD POLE 35	WARWICK STREET
PORTLAND	441-0130545-014	101	4735	525	11.03		\$12.99	1	STD WOOD POLE 35	WESTBROOK STREET
PORTLAND	441-1500434-001	140	4730	565	1.1		\$7.59	1	SL-ANCHOR GUY-1	WATSON STREET
PORTLAND	441-1857709-001	101	4730	581	6.01		\$12.99	1	STD WOOD POLE 35	WILMOT STREET
PORTLAND	441-1857709-001	140	4730	581	6.01		\$7.59	1	SL-ANCHOR GUY-1	WILMOT STREET
PORTLAND	441-1500434-001	107	4730	586	3		\$68.00	1	LAM WOOD POLE 36	WOODFORD STREET
PORTLAND	441-1500434-001	107	4730	586	503		\$68.00	1	LAM WOOD POLE 36	WOODFORD STREET
PORTLAND	441-1500434-001	107	4730	586	504		\$68.00	1	LAM WOOD POLE 36	WOODFORD STREET
PORTLAND	441-1003674-011	101	4735	605	8.2		\$12.99	1	STD WOOD POLE 35	RIVERTON DR
PORTLAND	441-1003674-011	140	4735	605	8.2		\$7.59	1	SL-ANCHOR GUY-1	RIVERTON DR
PORTLAND	441-1500434-001	107	4730	715	501		\$68.00	1	LAM WOOD POLE 36	PREBLE ST EXT
PORTLAND	441-1500434-001	107	4730	715	504		\$68.00	1	LAM WOOD POLE 36	PREBLE ST EXT
PORTLAND	441-1500434-001	107	4730	715	506		\$68.00	1	LAM WOOD POLE 36	PREBLE ST EXT
PORTLAND	441-1500434-001	107	4730	715	508		\$68.00	1	LAM WOOD POLE 36	PREBLE ST EXT
PORTLAND	441-1500434-001	107	4730	715	0510		\$68.00	1	LAM WOOD POLE 36	PREBLE ST EXT
PORTLAND	441-1500434-001	107	4730	732	1		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SPUR
PORTLAND	441-1500434-001	107	4730	732	2		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SPUR
PORTLAND	441-1500434-001	107	4730	732	3		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SPUR
PORTLAND	441-1500434-001	107	4730	732	4		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SPUR
PORTLAND	441-1500434-001	107	4730	732	5		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SPUR
PORTLAND	441-1500434-001	107	4730	733	1		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	733	4		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	733	5		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	733	6		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	733	7		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	733	8		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	733	9		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	733	10		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	733	12		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	733	14		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK NORTH
PORTLAND	441-1500434-001	107	4730	734	1		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SOUTH
PORTLAND	441-1500434-001	107	4730	734	3		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SOUTH
PORTLAND	441-1500434-001	107	4730	734	5		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SOUTH
PORTLAND	441-1500434-001	107	4730	734	7		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SOUTH
PORTLAND	441-1500434-001	107	4730	734	9		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SOUTH
PORTLAND	441-1500434-001	107	4730	734	11		\$68.00	1	LAM WOOD POLE 36	PAYSON PARK SOUTH
PORTLAND	441-1500434-001	140	4730	744	1		\$7.59	1	SL-ANCHOR GUY-1	WASHINGTON AVENUE EXTENSION
PORTLAND	441-1500434-001	140	4730	744	3		\$7.59	1	SL-ANCHOR GUY-1	WASHINGTON AVENUE EXTENSION
PORTLAND	441-1500434-001	140	4730	744	5		\$7.59	1	SL-ANCHOR GUY-1	WASHINGTON AVENUE EXTENSION
PORTLAND	441-1500434-001	140	4730	744	6		\$7.59	1	SL-ANCHOR GUY-1	WASHINGTON AVENUE EXTENSION
PORTLAND	441-1500434-001	110	4730	744	3H		\$25.49	1	STUB-POLE	WASHINGTON AVENUE EXTENSION
PORTLAND	441-1500434-001	101	4730	757	8		\$12.99	1	STD WOOD POLE 35	LYSETH MOORE LINE
PORTLAND	441-1500434-001	101	4730	757	9		\$12.99	1	STD WOOD POLE 35	LYSETH MOORE LINE
PORTLAND	441-1500434-001	140	4730	757	9		\$7.59	1	SL-ANCHOR GUY-1	LYSETH MOORE LINE
PORTLAND	441-1500434-001	101	4730	757	10		\$12.99	1	STD WOOD POLE 35	LYSETH MOORE LINE
PORTLAND	441-1500434-001	140	4730	757	10		\$7.59	1	SL-ANCHOR GUY-1	LYSETH MOORE LINE
PORTLAND	441-1500434-001	101	4730	757	11		\$12.99	1	STD WOOD POLE 35	LYSETH MOORE LINE
PORTLAND	441-1500434-001	140	4730	757	11		\$7.59	1	SL-ANCHOR GUY-1	LYSETH MOORE LINE

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

Order 73-17/18
~~Feb 18 10-2-17~~
Feb 16 10-16-17

**ORDER APPROVING THE AGREEMENT WITH
TEN CONNECTED SOLUTIONS, INC. FOR
CONVERSION OF CITY STREET LIGHTS TO LED TECHNOLOGY**

ORDERED, that the Agreement with TEN Connected Solutions, Inc. for assistance with the conversion of city street lights to Light-emitting Diode (LED) technology, is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the TEN Connected Solutions, Inc. Agreement and whatever other documents are necessary to effect the intent and purpose of the TEN Connected Solutions, Inc. Agreement.

MEMORANDUM
City Council Agenda Item

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

FROM: Troy Moon, Sustainability Coordinator

DATE: 9/25/2017

SUBJECT: Contract with TEN Connect Solutions for Implementing LED Streetlight Conversion and Smart Cities Technology

SPONSOR: Nicholas Mavodones, Chair, Finance Committee

COUNCIL MEETING DATE ACTION IS REQUESTED: October 6, 2017

1st reading _____ x _____ Final Action _____

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

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

I. ONE SENTENCE SUMMARY: The order authorizes the City Manager to enter into a contract with TEN Connected Solutions to convert the City's streetlights to LED and to implement a variety of smart cities technologies.

II. AGENDA DESCRIPTION: Converting the streetlights to LED technology has long been a goal of the City in order to reduce costs, energy consumption, and greenhouse gas emissions. A change in State law in 2013 and subsequent PUC rules now make it possible for municipalities in Maine to purchase the utility owned lighting infrastructure and convert it to LED. Noting this change, City Council established converting the streetlights to LED as a common goal for the year. After undertaking a competitive selection process, City staff selected TEN Connected Solutions (TCS) to develop and implement a streetlight conversion project to include several complementary smart cities technologies to be conducted in two phases during the current fiscal year and FY18. Implementing these projects will reduce street lighting costs by approximately \$1 million annually, reduce the City's electrical consumption by 2.7 million kWh per year, and improve the quality of the outdoor lighting in the City. The annual savings will exceed the annual cost to finance the project. TCS has guaranteed the annual savings and will reimburse for the amount of any shortfall.

III. BACKGROUND: In October, 2016 the City issued RFP #2917 soliciting interested vendors to assist the City convert the existing street lights to LED and to implement a variety of smart city technologies. Seven firms submitted proposals which were carefully vetted by City staff. Two finalists presented further information to the selection committee who determined that TEN Connected Solutions (TCS) of Pittsburgh, PA offered the most advantageous proposal

to the City. Staff has worked closely with this partner as well as local firms Bernstein Shur and Colby Company Engineering to develop the scope of work for the project, to negotiate with Central Maine Power regarding the purchase of the street lighting assets, and to determine the appropriate lighting and smart city technologies to include in the two phases of the project

Project Part 1:

CMP cobra head LED upgrade (new fixtures)	\$1,757,017
CMP flood and shoebox LED upgrade (new fixtures)	\$208,703
Fusing for CMP cobra heads, floods, and shoeboxes	\$343,901
Controls for CMP cobra heads, floods, and shoeboxes	\$544,694
Convert lighting in two parking garages to LED	\$62,633
Selected Smart City and lighting projects	\$1,083,052

These could include:

- Public Wi-Fi (approximately 100 locations)
- City Hall exterior lighting
- Athletic field lighting improvements
- Riverside GC solar charging station for golf carts
- Pilot project for decorative lighting
- Pilot emergency alert system using lights
- Tree trimming, pole painting, project contingency

Total Cost – Phase 1

\$4,000,000

Project Part 2:

CMP Holophane LED upgrade (50/50 retrofit/new)	\$421,077
CMP GE Town and Country LED upgrades (70/30 retrofit/new)	\$967,842
Portland decorative LED upgrades (50/50 retrofit/new)	\$602,422
Fusing for CMP Holophane and GE (not currently City owned)	\$71,998
Controls for all decorative lights	\$245,065
Selected Smart City and lighting projects	\$1,691,596

These could include:

- Public WiFi (between 150 – 300 additional locations)
- Athletic field lighting upgrades
- Intelligent traffic controls (Woodford Corner, Allen Corner)
- Electric vehicle charging stations
- Environmental sensors
- Tree trimming, pole painting, project contingency

Total Cost – Phase 2:

\$4,000,000

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED: The City Council established the goal to convert the municipal streetlights from metal halide and high pressure sodium to LED technology. This will reduce electricity consumption from street lighting by nearly 75% and reduce street lighting costs by about \$1,000,000.

V. FINANCIAL IMPACT: Completing the project will significantly reduce energy costs from street lighting and eliminate costs related to the leasing of lighting equipment from Central Maine Power. This will reduce street lighting costs by about \$1,000,000 per year.

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

VII. RECOMMENDATION: Staff recommends that the Council adopt the order.

VIII. LIST ATTACHMENTS: Memo to Finance Committee, draft contract with TEN Connected Solutions

Prepared by: Troy Moon, Sustainability Coordinator
Date: 9/25/2017



Finance Department
Brendan T. O'Connell, Director

MEMORANDUM

TO: Finance Committee (FC)

FROM: Brendan T. O'Connell - Finance Director,
Troy Moon – Sustainability Coordinator

DATE: September 22, 2017

SUBJECT: Financing Recommendation – City Streetlights LED Conversion

Executive Summary

In 2016 one of the City Council Common Goals for the Energy and Sustainability Committee was a plan to convert street lights to LED. City Council allocated funding (\$100,000 in FY17, \$500,000 in FY18) in each of the previous two rounds of Capital Improvement Plan project funding towards the conversion. In October, 2016 City staff released a request for proposals for LED streetlight conversion and selected The Efficiency Network Connected Solutions ("TCS") to assist with the overall project. According to TCS, the overall project cost will be approximately \$8.6M. Furthermore, once all streetlights have been repurchased from Central Maine Power ("CMP") and converted to LED the City will realize a savings of over \$900,000 per year – a combined reduction in kilowatt hours usage and removal of the lease/maintenance charges from our CMP bills.

To fund the project a total capital outlay of \$8.6M is required. A phased implementation approach is being recommended by City staff and the City Manager, with two \$4M phases in each of the next two years. This will help stagger the debt burden across multiple fiscal years and will also hedge against future replacement of all the LED lights being required at generally the same time. A 10-year, 2.05% municipal lease with Banc of America Public Capital Corp is being recommended for the financing. The interest rate is competitive, the lease will be subject to an annual appropriation clause by City Council, and the annual debt service costs from the lease will be more than offset if the savings projected by TCS are realized.

Additional Analysis - Cost of Streetlight Project

City staff has worked with TCS to develop a scope of work the streetlight project that incorporates a variety of related lighting and smart cities projects to be implemented during the two phases of the project. The work assigned to each phase and its cost highlighted below:

Preliminary work:

Purchase of CMP owned streetlight assets \$590,000 (predominantly already allocated CIP Funds)

Project Part 1:

CMP cobra head LED upgrade (new fixtures)	\$1,757,017
CMP flood and shoebox LED upgrade (new fixtures)	\$208,703
Fusing for CMP cobra heads, floods, and shoeboxes	\$343,901
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- Pilot project for decorative lighting
- Pilot emergency alert system using lights
- Tree trimming, pole painting, project contingency

Total Cost – Phase 1

\$4,000,000

Project Part 2:

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Fusing for CMP Holophane and GE (not currently City owned)	\$71,998
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Selected Smart City and lighting projects	\$1,691,596

These could include:

- Public WiFi (between 150 – 300 additional locations)
- Athletic field lighting upgrades
- Intelligent traffic controls (Woodford Corner, Allen Corner)
- Electric vehicle charging stations
- Environmental sensors
- Tree trimming, pole painting, project contingency

Total Cost – Phase 2:

\$4,000,000

Additional Analysis – Savings from Streetlight Project

TCS projects significant annual savings for the City of Portland once this project is completed. These savings result from a significant reduction in kilowatt hours used annual (i.e. the “generation” costs), a small reduction

in delivery costs (the cost charged by CMP to get their electricity to our locations) and a complete removal of the “equipment maintenance charge.” See Exhibit A below for complete breakdown.

Exhibit A – City of Portland Cost Savings Calculation as Provided by TCS

City of Portland - savings calculations

	kWh used prior to upgrade	cost breakdown	Old Rate (per kWh)	Old Cost to City (per yr)	New kWh post upgrade	New Rate (per kWh)	Post upgrade cost (/yr)
Portland CMP cobraheads	3,328,675	generation	\$0.05263	\$175,188	972,423	\$0.05263	\$51,179
		delivery	-	\$952,408		\$0.055332	\$53,806
		equip, maintnc				-	0
Portland decoratives	398,906	generation	\$0.05263	\$20,994	189,214	\$0.05263	\$9,958
		delivery	\$ 0.05529	\$22,057		\$0.055332	\$ 10,470
Portland Garages (2)	369,757	generation	\$0.05263	\$19,460	191,071	\$0.05263	\$10,056
		delivery	\$ 0.06	\$22,185		\$0.06	\$11,464
TOTALS:	4,097,338			\$1,212,293	1,352,708		\$146,933

Note: the **\$0.05263/kWh rate** is a blended rate, averaging the rates from Streetlight “A” (\$0.05835 from NextEra Energy) and “B” (\$0.469 from Constellation)

Potential Savings:

\$1,065,360

- the **\$0.055293 per kWh** is from CMP rate SL, section 2, 'Delivery only'
- the **\$0.055332 per kWh** is the new CPM tariff rate, effective July 1, 2017 from CMP rate SL, section 2, 'Delivery only'
- the parking garage rate of “\$0.06” rate is estimated; TBD by CMP

As the Finance Director for the City and a practicing CPA professional skepticism must always be used over information provided by third parties. The reduction in kilowatt hours post-conversion to LED streetlights is backed up by a) our existing data from CMP, b) statistical / manufacturer information from the streetlight hardware chosen by TEN and City staff and, c) a full 10 year manufacturer’s warranty for the street lights to be installed. In relation to the overall annual savings the total generation costs are relatively minor and we are confident they will be realized. Although the savings in dollars related to generation is relatively minor, the total reduction in kilowatt hours is incredibly significant and should be highlighted as a major potential success of the project as this helps the City achieve its stated goal of conserving energy and reducing greenhouse gas emissions.

The major savings from this project hinges on the total elimination of the nearly \$1M annual “lighting equipment” charge being levied on the City of Portland by CMP. According to TEN and our Sustainability Coordinator Troy Moon, the approximately \$952k annual charge will no longer appear on City utility bills from CMP after the City repurchases all of our own streetlights from CMP. The savings will be easy to measure as it is separately stated on all of our utility bills (see Exhibit B below for example).

Although the City will no longer receive the “lighting equipment charge” on our utility bills, the City will also no longer receive “equipment maintenance” services from CMP and will be required to maintain our own streetlights. This may require a contract with a third-party vendor but after the initial conversion failure rate of LED streetlights is projected by TCS to be very low. Finally, it is worth noting that CMP is a utility, which may set their charges to offset their cost of doing business. Although the City will no longer be paying the \$952k in “equipment maintenance charges” the loss of that revenue at CMP will need to be incorporated into their future charges and the City may see their share of increases. Without consideration of these additional costs, TCS has projected the City will see an annual operating savings of \$1,065,320.

Exhibit B – Sample City of Portland CMP Bill

ST LIGHTS	12/30/16	11/28/16	32		
Account Summary					
Prior balance				\$0.00+	\$0.00
Payments received through 01/04/17					\$0.00
Balance forward					
New charges				\$2,552.26+	
Electricity Delivery: Central Maine Power (see detail below)				\$637.42+	- Electricity
Electricity Supply: NextEra Energy Services ME LLC (see page 3)					\$3,189.68
Total new charges					\$3,189.68
Current Account Balance:	Please pay before 01/31/17				\$3,189.68

Central Maine Power Delivery Service Account Detail

Prior balance for Central Maine Power delivery		\$0.00+	\$0.00
Payments received			\$0.00
Balance forward			
Current delivery charges			
Delivery Charges: Street Lights			
Sodium Enclosed 70W	222 units @ \$10.20	\$417.36+	
Delivery Service	222 units @ \$1.88	\$1,847.04+	
Lighting Equipment	222 units @ \$8.32		
Sodium Enclosed 100W	2 units @ \$11.28	\$5.08+	
Delivery Service	2 units @ \$2.54	\$17.48+	
Lighting Equipment	2 units @ \$8.74		
Sodium Flood 250W	2 units @ \$17.99	\$11.84+	
Delivery Service	2 units @ \$5.92	\$24.14+	
Lighting Equipment	2 units @ \$12.07		
Sodium Cut Off 70W	21 units @ \$10.92	\$39.48+	
Delivery Service	21 units @ \$1.88	\$189.84+	
Lighting Equipment	21 units @ \$9.04	\$473.76+	- Delivery
Delivery Service Charge		\$2,078.50+	- Equipment
Lighting Equipment Charge			\$2,552.26
Total current delivery charges			\$2,552.26
Central Maine Power account balance			

As demonstrated on the example bill, the lighting equipment charge of \$2,078.50 accounts for about 65% of the monthly streetlighting cost. This cost will no longer be assessed once the City purchases the existing lighting equipment.

Specifics – Municipal Lease Finance Recommendation and Annual Debt Service Costs

City staff solicited financing proposals from several different vendors and Bank of America had the lowest interest rate proposal for the project – 10 years at a fixed 2.05%. Under the scenario as provided to the vendor, the City would finance the first \$4M of the project in October 2017, with the first annual lease payments not due until FY19, subject to approval of the FY19 budget by City Council. The total cost of the first \$4M lease in the FY19 through FY28 operating budgets would only be approximately \$446k annually, significantly less than the overall \$1.065M project savings projections from TEN. Keep in mind, due to the phased approach of this project, a second \$4M lease would be brought to City Council in FY19, and that lease would add an additional \$450-\$550k in annual debt service costs to future City budgets (depending on interest rates). In

total, it is estimated that the \$8M of leases would add between \$900k and \$1M to the City operating budgets for each of the next 10 years. However, these lease payments are less than the projected annual savings from TEN.

Bank of America has provided a term sheet for the finance package with the following amortization plan for repayment over the course of ten years. Please note that it calls for semi-annual payments so there would be two payments per year. (Total of 20)

Sample 10 Year Amortization

Total Project Costs	4,000,000.00
Repayment Term (semi-annual)	20
Interest Rate	2.050%
Closing/Funding Date (est.)	10/20/17
Average Life	5.679

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance
0		10/20/2017	4,000,000.00				4,000,000.00
1	1	7/15/2018		223,284.32	60,361.11	162,923.21	3,837,076.79
2	1	1/15/2019		223,284.32	39,330.04	183,954.28	3,653,122.51
3	2	7/15/2019		223,284.32	37,444.51	185,839.81	3,467,282.70
4	2	1/15/2020		223,284.32	35,539.65	187,744.67	3,279,538.03
5	3	7/15/2020		223,284.32	33,615.26	189,669.05	3,089,868.98
6	3	1/15/2021		223,284.32	31,671.16	191,613.16	2,898,255.81
7	4	7/15/2021		223,284.32	29,707.12	193,577.20	2,704,678.62
8	4	1/15/2022		223,284.32	27,722.96	195,561.36	2,509,117.26
9	5	7/15/2022		223,284.32	25,718.45	197,565.87	2,311,551.39
10	5	1/15/2023		223,284.32	23,693.40	199,590.92	2,111,960.47
11	6	7/15/2023		223,284.32	21,647.59	201,636.72	1,910,323.75
12	6	1/15/2024		223,284.32	19,580.82	203,703.50	1,706,620.25
13	7	7/15/2024		223,284.32	17,492.86	205,791.46	1,500,828.79
14	7	1/15/2025		223,284.32	15,383.50	207,900.82	1,292,927.97
15	8	7/15/2025		223,284.32	13,252.51	210,031.81	1,082,896.16
16	8	1/15/2026		223,284.32	11,099.69	212,184.63	870,711.53
17	9	7/15/2026		223,284.32	8,924.79	214,359.53	656,352.00
18	9	1/15/2027		223,284.32	6,727.61	216,556.71	439,795.29
19	10	7/15/2027		223,284.32	4,507.90	218,776.42	221,018.87
20	10	1/15/2028		223,284.32	2,265.44	221,018.87	0.00
				4,465,686.36	465,686.36	4,000,000.00	

Cash Flow Analysis:

As indicated, project savings will cover the annual finance costs and should allow some additional savings in the operational budget during the life of the lease agreement. TCS ran a cash flow analysis which demonstrates a comparison of savings versus financing costs. The financing scenario assumes phase two projects would be financed over nine years instead of ten so that the entire project is paid off in ten years and that the interest rate for Phase 2 is comparable to the 2.05% offered by Bank of America for Phase 1.

YEAR	PROJECT SAVINGS				PROJECT FINANCING COSTS			NET CASHFLOW
	UTILITY SAVINGS	UTILITY SAVINGS	TRANSFER OF OWNERSHIP SAVINGS ⁽²⁾	GUARANTEE D DOLLAR SAVINGS AMOUNTS	DEBT SERVICE PHASE 1	DEBT SERVICE PHASE 2	TOTAL DEBT SERVICE	
	PART 1	PART 2						
Year 1	\$210,983	\$0	\$738,439	\$949,422	(\$446,472)	0	(\$446,472)	\$502,950
Year 2	\$215,202	\$107,601	\$753,208	\$1,076,011	(\$446,472)	(\$491,232)	(\$937,704)	\$138,308
Year 3	\$219,506	\$109,753	\$768,272	\$1,097,532	(\$446,472)	(\$491,232)	(\$937,704)	\$159,828
Year 4	\$223,896	\$111,948	\$783,638	\$1,119,482	(\$446,472)	(\$491,232)	(\$937,704)	\$181,779
Year 5	\$228,374	\$114,187	\$799,310	\$1,141,872	(\$446,472)	(\$491,232)	(\$937,704)	\$204,168
Year 6	\$232,942	\$116,471	\$815,297	\$1,164,709	(\$446,472)	(\$491,232)	(\$937,704)	\$227,006
Year 7	\$237,601	\$118,800	\$831,603	\$1,188,004	(\$446,472)	(\$491,232)	(\$937,704)	\$250,300
Year 8	\$242,353	\$121,176	\$848,235	\$1,211,764	(\$446,472)	(\$491,232)	(\$937,704)	\$274,060
Year 9	\$247,200	\$123,600	\$865,199	\$1,235,999	(\$446,472)	(\$491,232)	(\$937,704)	\$298,295
Year 10	\$252,144	\$126,072	\$882,503	\$1,260,719	(\$446,472)	(\$491,232)	(\$937,704)	\$323,015
TOTAL	\$2,310,201	\$1,049,609	\$8,085,704	\$11,445,514	(\$4,464,719)	(\$4,421,087)	(\$8,885,806)	\$2,559,709

As indicated, project savings exceed costs by over \$2.5 million over the life of the lease. If the savings attributed to the project fail to materialize, TCS has agreed to reimburse the City for the amount of the shortfall as part of its guaranteed savings contract.

This project offers the City an excellent opportunity to improve public safety by improving the overall quality of light in the City while conserving energy and financial resources. We would be happy to answer any questions you may have about it.

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
TEN CONNECTED SOLUTIONS, INC.**

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the "CITY"), and **TEN CONNECTED SOLUTIONS, INC.**, a Delaware corporation with a mailing address of 1501 Reedsdale Street, Suite 401, Pittsburgh, PA 15233 (hereinafter the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY is in need of a conversion of city street lights to LED fixtures and transfer of ownership of light fixtures from Central Maine Power Company to the City (the "Project") and did advertise a Request for Proposals # 2917 entitled "Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality," dated October 6, 2016 (hereinafter, the "Request for Proposals"), a copy of which is attached as Exhibit A and made a part hereof; and

WHEREAS, the CONTRACTOR has the requisite knowledge and technical ability to perform the required services and has submitted a response to the Request for Proposals dated November 9, 2016 (the "Response"), a copy of which is attached as Exhibit B and made a part hereof; and

WHEREAS, after further discussing the Project with the CITY, CONTRACTOR has submitted a detailed proposal for the design and construction of the Project (the "Proposal"), a copy of which is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, after due consideration, the CITY decided to award this contract to CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The CONTRACTOR will furnish the services, materials, supplies, equipment and labor (hereinafter the "Work") in accordance with the specifications contained in the Request for Proposals, the Response, and the Proposal.

The restatement in this document of any term of the Exhibits shall not be deemed to waive any term not so restated. If any disagreement is found between the Exhibits and this document, then this document shall govern; the Request for Proposals shall govern over the Proposal and the Response, to the extent they disagree; and the Proposal shall govern over the Response to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. The CONTRACTOR covenants and agrees that all Work performed and furnished hereunder shall be in accordance with applicable professional standards, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the Exhibits hereto, all Work provided shall be warranted by the CONTRACTOR for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the CITY. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect.
3. Prior to the execution of this Agreement, the CONTRACTOR shall, at its own expense, carry Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim. The CONTRACTOR will also procure and maintain occurrence-based Automobile Liability Insurance and Commercial General Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the CITY as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, the CONTRACTOR shall name the CITY as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the CITY. Prior to execution of this Agreement, the CONTRACTOR shall furnish the CITY and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the CITY of termination of insurance from the insurance provider or agent. CONTRACTOR shall also provide a copy of any endorsement naming the CITY as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, CONTRACTOR shall provide CITY with a complete copy of any of the above-

referenced policies. CONTRACTOR shall be responsible for any and all deductibles and/or self-insured retentions.

4. The CONTRACTOR shall furnish to the CITY, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Materials Payment Bond each for the full amount of the construction phases of the Contract (Part 1, Phase 2; and Part 2, Phase 2) and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the CITY. The Bonds shall remain in effect for one year after final acceptance of the Work, and protect the CITY for at least one year of warranty of the Work hereunder, and also shall insure settlement of claims for the payment of all bills for labor, materials and equipment. The bonds shall specifically exclude coverage for those portions of the Contract or the Work pertaining to design services, the Project Savings Performance Guarantee, the Phase III Basic Services, and any other part of this Contract and the Contract Documents which do not relate specifically to construction management and supervision of Work for purchasing and installing of Equipment by Contractor, or for work to be accomplished by Portland.
5. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any act or omission of the CONTRACTOR, its contractors, subcontractors, consultants, agents, or representatives, and anyone directly or indirectly employed by or under the control of CONTRACTOR or those entities. Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the CITY which otherwise exists. The extent of the indemnification provision shall not be limited by the provision for insurance in this Agreement. CONTRACTOR's obligations under this paragraph shall survive termination of this Agreement.
6. Prior to any payment, the CITY reserves the right to require Waivers of Lien for materials and labor from the CONTRACTOR and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the CITY) and promptly discharged by the CONTRACTOR at its own expense. The CITY may require the CONTRACTOR to provide a bond satisfactory to the CITY to indemnify it against any lien and as a substitution in place of a lien. If the CONTRACTOR should fail either to defend the CITY against the lien or to discharge it, then the CITY may do so at the CONTRACTOR's expense. In the event of such an undertaking by the CITY, the CONTRACTOR will promptly reimburse the CITY for all its costs and expenses in so doing, including, but not limited to, reimbursement of the CITY's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien.

CONTRACTOR's obligations under this paragraph shall survive termination of this Agreement.

7. The CONTRACTOR shall perform the work to the reasonable satisfaction of the City Manager or his designee (hereinafter, the "Director") who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the CITY under this Contract. CITY inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice. The CONTRACTOR acknowledges and agrees that such inspection is for purposes of approving payment alone and such inspection shall not be deemed to impose any duty or liability upon the CITY to supervise any aspect of or approve the quality of the Work.
8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the CITY will promptly send an executed contract to the CONTRACTOR, which will commence work as soon as reasonably possible. The CONTRACTOR agrees to complete the Work in accordance with the schedule set forth in Exhibit C, subject to delays caused by weather conditions, strikes, war or national emergency. The time set for such completion may be extended only by written consent of the Director, which will not be unreasonably withheld, conditioned or delayed.
9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, CITY shall give written notice of such dispute to CONTRACTOR via an overnight nationally recognized courier. Within ten (10) business days of the mailing of such notice, representatives of the CITY and CONTRACTOR shall meet and in good faith attempt to resolve the dispute. In the event the representatives of the CITY and CONTRACTOR are unable to resolve the dispute within ten (10) business days of their meeting, then based on the discussions held by the representatives of the CITY and CONTRACTOR, the Director or designee will make a reasonable determination as to the design and that determination will be final and binding.
10. For performance of all the terms and conditions of this Agreement, the CITY will pay the CONTRACTOR an amount not to exceed Four Million Dollars (\$4,000,000.00) for Part 1 of the Project as described in Exhibit C and an amount not to exceed Four Million Dollars (\$4,000,000.00) for Part 2 of the Project as described in Exhibit C, which will include any expenses. Contractor acknowledges and agrees that the City has not yet obtained financing for Part 2 of the Project, and Contractor shall not incur, and City shall not be responsible for, any expense related to Part 2 of the Project without the City's prior written approval.
11. The CITY shall have the right to retain ten percent (10 %) of each invoice amount as retainage until the Work is completed and accepted by the CITY.
12. The CONTRACTOR shall keep accurate records of all services performed under this Agreement and shall submit such information to the CITY on a monthly basis. Payment

for such Work shall be made to the CONTRACTOR not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Director or designee.

13. The CITY agrees to furnish or provide access to the CONTRACTOR to any information or material in its possession which is relevant to the CONTRACTOR's performance hereunder and CITY staff will cooperate with CONTRACTOR. The CONTRACTOR will not, without the CITY's written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of CONTRACTOR, of any information or material furnished or generated under this Agreement, which is marked as confidential or indicated in (a) below as presumed to be confidential by the CITY. The CONTRACTOR shall be entitled to rely upon the accuracy of such information. The provisions of this Article shall not apply to information which is in the public domain, published, or comes into the public domain through no fault of the CONTRACTOR or is required to be disclosed by law or legal process.

The following shall be requirements of this Agreement:

- (a) All data collected shall be treated as confidential material and shall be disclosed *only* to authorized CITY representatives;
 - (b) The CONTRACTOR shall not disclose or permit disclosure of any confidential information or material furnished and/or generated under this Agreement without the CITY's prior written consent; and
 - (c) All documents, data, studies, estimates, summaries and any other work or material developed under this Agreement shall be the property of the CITY and shall be promptly delivered to the appropriate Department Contact person upon completion of a particular service/assignment or upon the request of the CITY.
14. If after thirty (30) days' prior written notice by CITY to CONTRACTOR, that is sent to CONTRACTOR via an overnight nationally recognized courier: (i) which notice sets forth the details of a material default by CONTRACTOR under this Agreement, and (ii) CONTRACTOR fails to reasonably cure such default within thirty (30) days of receipt of such notice, then the CITY may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice, except for the expenses of CONTRACTOR reasonably incurred by CONTRACTOR in good faith prior to the notice of termination for goods and services accepted by CITY.
15. The CITY shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the CONTRACTOR. If the Agreement is terminated by the CITY for convenience, the CITY shall pay the CONTRACTOR for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.

16. Out of concern for the public, CITY e employees and the CONTRACTOR's employees, all work performed by the CONTRACTOR shall be in conformance with pertinent OSHA, local, state and federal government regulations.
17. No waiver of any breach of any one or more of the conditions of this Agreement by the CITY shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
18. This Agreement and its attachments represents the entire and complete agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended except by written instrument executed by the CITY and CONTRACTOR.
19. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
20. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
21. CONTRACTOR warrants and represents that it has the full right and authority to enter into this Agreement, that there is no impediment that would inhibit its ability to perform its obligations under this Agreement, and that the person signing this Agreement on behalf of CONTRACTOR has the authority to do so.
22. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and **TEN CONNECTED SOLUTIONS, INC.**, has caused this Agreement to be signed and sealed by Robert G. Campbell, its President, thereunto duly authorized, as of the day and date first above written.

WITNESS:

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

WITNESS:

TEN CONNECTED SOLUTIONS, INC.

By: _____
Robert G. Campbell
Its President

Approved as to form:

Corporation Counsel's Office

Approved as to funds:

Finance Director

EXHIBIT C – Project Design And Construction

1. Capitalized Terms

All capitalized undefined terms used in this Addendum shall have the meanings assigned thereto in the Contract to which this Exhibit is attached.

2. Project Assumptions and Development Parameters

Project Assumptions are based on the information Portland provided to Contractor as part of the RFP process, Contractor proposed project options to Portland, which options are more specifically identified in Contractor's Response dated 11/9/2016 (Contractor's RFP response) of the Contract.

If and when discovered throughout the audit and installation process, Contractor and Portland will work together, to the satisfaction of Portland, to correct and/or reconcile any inaccuracies in the information and data provided by Portland to Contractor as part of the RFP process.

3. Summary of Project Parts

Project Part 1: Contract date to June 30, 2018

QTY	Description	Price
Core LED Lighting and Control System Upgrade		\$ 2,916,948
4847	CMP cobrahead LED upgrade (new CREE fixtures)	\$ 1,757,017
283	CPM flood and shoebox LED upgrade (new fixtures)	\$ 208,703
5130	Fusing for CMP Cobraheads, floods, and shoeboxes	\$ 343,901
5130	Controls for CMP cobraheads, floods, and shoeboxes (Echelon)	\$ 544,694
2	Parking Garage LED upgrades	\$ 62,633
City Selected Smart City Project Allocation for:		\$1,083,052
Public and City Wi-Fi (1st half of project, ~ 100 locations)		
City Hall exterior color lighting upgrade		
Payson Park softball field LED upgrade		
Deering Oaks fountain color lighting upgrade		
Riverside Golf EV and Cart Charging project		
Pilot decoratives install, to help determine the approach on Phase 2 construction		
Interactive Kiosks for resident/visitor engagement		
Pilot project for Blue Emergency Light system		
Tree trimming, pole painting, LED project contingency		

TOTAL COST of PART 1: \$4,000,000

The dollar amounts set forth in the table above include a portion of the Phase I design work cost listed in Exhibit C-8.

Project Part 2: July 1, 2018 to June 30, 2019

QTY	Description	Price
Core LED Lighting and Control System Upgrade		\$ 2,308,404
290	CMP Holophane LED upgrade (50/50, retrofit/new)	\$ 421,077
784	CMP GE Town & Country LED upgrades (70/30 retrofit/new)	\$ 967,842
402	Portland Decorative LED Upgrades (50/50, retrofit/new)	\$ 602,422
1074	Fusing for CMP Holophane, GE (not for Portland-owned)	\$ 71,998
1476	Controls for all decoratives (CMP and Portland-owned)	\$ 245,065
City Selected Smart City Project Allocation for:		\$ 1,691,596
Public and City Wi-Fi (2nd half of project, ~ 150-300 more locations)		
Dougherty Field LED lighting installation (1 or more fields)		
Traffic Flow System Forrest Ave Corridor		
6 Electric Vehicle (EV) charging stations		
Casco Bay Bridge color LED lighting installation		
Environmental Sensors, Video Cameras installed in Strategic Locations		
Riverton lighting upgrade		
Tree trimming, pole painting, LED project contingency		

TOTAL COST of PART 2: \$ 4,000,000

Details for Project Part 1 and Part 2 are further outlined throughout this Exhibit.

Project Part 3: Ongoing Managed Services (TBD)

During the initial implementation of the Contract, Portland and Contractor will work collaboratively, in good faith, to develop a detailed plan to implement other managed services to further reduce City costs and/or increase City revenues. The cost of these services has yet to be determined and, as of the date of the Contract, is only contemplated by Portland. If implemented, Contractor will develop the scope of the managed services in close consultation with Portland. The final description and cost of any ongoing managed services to be provided under this paragraph is subject to the City's prior written approval.

4. Project Cost

The cost of Part 1 is not to exceed \$ 4,000,000.

The cost of Part 2 is not to exceed \$ 4,000,000.

5. Financing the Project: Indicative Interest Rate and Term

To finance the project, it is Portland's intention to obtain tax-exempt lease purchase financing from Bank of America, or other suitable lender, with an indicative interest rate of approximately 2.050%. It is anticipated that the term of the repayment of the project will not exceed ten (10) years, including the cost of financing.

6. Savings Measurement and Guarantee Services

Subject to the City's prior written approval for each applicable year, Contractor shall provide Measurement and Verification (M&V) services within 12 months after City provides final acceptance of Part 1, Phase II, and every year following, up to 12 years, unless Portland terminates the Measurement and Verification Services earlier. Immediately following the project acceptance date, Contractor shall request City's written approval to provide the following Savings Measurement and Guarantee Services with regard to the Project, (a) setting-up and administering the program, approved by Portland, for the annual verification of project savings achieved in accordance with the International Performance Measurement & Verification Protocol (IPMVP), (b) provide Project Savings Performance Guarantee, and (c) Perform contract administration functions during the Savings / Repayment Term, which shall include but not be limited to: (i) conducting periodic meetings with Portland to determine whether any changes in the Project have occurred, or may occur, that has resulted, or may result, in changes in the anticipated savings from the Project; (ii) assisting Portland in assessing the actual or anticipated impacts, if any, from such changes; (iii) advising Portland regarding options as a result of such changes, and (iv) analyzing savings reports on an annual basis to confirm operating assumptions for purposes of the Project Savings Performance Guarantee. If City requests such M&V services, the City shall pay Contractor at the rates set forth in section A(2) of Exhibit C-8.

7. Project Savings Performance Guarantee

Contractor guarantees that the Project shall provide Portland with a "Guaranteed Dollar Savings Amount" for each Measurement Year of the 10-year savings term.

In order to reconcile this Project Savings Performance Guarantee, the "Actual Project Dollar Savings Amount" for each Measurement Year shall be determined by Contractor in accordance with the procedures of the Measurement and Verification Plans approved by Portland. This reconciliation shall occur within ninety (90) days of the end of each Measurement Year during the 10-year savings term.

If the Actual Project Dollar Savings Amount is equal to or greater than the Guaranteed Dollar Savings Amount for that Measurement Year, then no reconciliation reimbursement from Contractor to Portland is necessary. If the Actual Project Dollar Savings Amount is less than the Guaranteed Dollar Savings Amount for that Measurement Year, then Contractor shall reimburse Portland for the difference between the Guaranteed Dollar Savings Amount and the Actual Project Dollar Savings Amount ("Dollar Savings Shortfall Amount") for that Measurement Year, subject to the terms, conditions, procedures, reconciliations and formulae which are further outlined in the Portland-approved Measurement & Verification Plan described in Exhibit C-7.

8. Work Schedule

The Project's Work Schedule, which shall be subject to review and approval by Portland, shall be attached hereto and made a part of the Contract, and the Work Schedule will describe the portions of the design specification and installation work based on the selected equipment.

9. Additional Project Documents

The following tables/schedules/information, attached hereto and made a part hereof, are added to the Contract as additional Project documents under the Contract:

EXHIBIT C Documents

- (a) **Exhibit C-1** - Determination of Savings
- (b) **Exhibit C-2** - Project Design Approval & Notice to Proceed Form
- (c) **Exhibit C-3** - Project Pricing and Adjustment Information
- (d) **Exhibit C-4** - Project Information and Schedule
- (e) **Exhibit C-5** - Project Work Schedule
- (f) **Exhibit C-6** - Scope of Work, Equipment Description, and Warranty Information
- (g) **Exhibit C-7** - Guaranteed Dollar Savings Amounts, Measurement & Verification Service, and Bonding - Schedule for Payment for the Work
- (h) **Exhibit C-8** - Payment for the Work
- (i) **Exhibit C-9** - Other General Conditions
- (j) **Exhibit C-10** - Contractor's Certificate of Liability Insurance
- (k) **Exhibit C-11** - Contractor's Registration with the Maine Department of the Secretary of State
- (l) **Exhibit C-12** - Applicable Rebate Information: Efficiency Maine
- (m) **Exhibit C-13** - Transfer of Ownership from Utility to Portland Inventory
- (n) **Exhibit C-14** - Portland Owned Inventory (no transfer of ownership required)

EXHIBIT C - 1

DETERMINATION OF SAVINGS

A. Determination of Energy Cost Savings

Energy Cost Savings will be calculated by comparing actual energy use with the energy use in the Base Period. Portland and Contractor, by mutual consent, may elect to determine Savings for some or all installations by sub-metering, direct measurement and calculation, or some other means, rather than by direct comparison with the Base Year. In this event, Contractor will perform the necessary calculations, which will be subject to approval by Portland. Energy use in the Base Year may be adjusted by mutual consent.

ENERGY COSTS:

Electricity Supply:

The following tariffs are derived from Portland's Competitive Energy Services Summary of Contracts, dated 10/28/2016:

- | | |
|---|---------------|
| a) <u>Street lighting supply:</u> | |
| Streetlight A: NextEra All-Inclusive (term: 5/19/2015 to 11/30/2018) | \$0.05835/kWh |
| Streetlight B: Constellation All-Inclusive (term: 2/1/2016 to 11/30/2019) | \$0.04690/kWh |

<u>For the contract</u>	\$0.05263/kWh
Street lighting supply:	

These are tariffs for illustrative purposes only and are not intended to reflect actual future tariffs which will likely be different and subject to market conditions.

- | | |
|---|---------------|
| b) <u>Parking garage(s) supply:</u> | |
| City A: NextEra (MGS/SGS) All-Inclusive (term: 5/19/2015 to 11/30/2017) | \$0.07795/kWh |

Electricity Delivery:

City of Portland Utilities Charge:

- | | |
|---|----------------|
| a) <u>Street lighting delivery:</u> Central Maine Power (CMP) rate SL, Section 2, "Delivery Only" | \$0.055332/kWh |
| b) <u>Parking garage(s) delivery:</u> Central Maine Power (CMP) MGS Secondary 3 Phase | \$12.32/kW |

Web reference:

<https://www.cmpco.com/YourHome/pricing/pricingSchedules/default.html>

SAVINGS DETERMINATION:

SCOPE	PROJECT PART	EXISTING COSTS					POST PROJECT UPGRADES COST					PROJECT COST SAVINGS
		kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kWh	Utility Maintenance	kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kWh	Utility Maintenance	
TRANSFER OF OWNERSHIP FIXTURES				\$0.05263	\$0.055332				\$0.05263	\$0.055332		
Cobrahead Fixtures	1	2,601,923	N/A	\$136,939	\$143,970	\$517,004	699,705	N/A	\$36,825	\$38,716	\$0	\$722,371
Shoebbox and Flood Fixtures (283 units)	1	430,473	N/A	\$22,656	\$23,819	\$46,900	95,092	N/A	\$5,005	\$5,262	\$0	\$83,109
Holophane (290 units)	2	204,224	N/A	\$10,748	\$11,300	\$28,635	77,353	N/A	\$4,071	\$4,280	\$0	\$42,333
GE Town & Country (784 units)	2	434,179	N/A	\$22,851	\$24,024	\$85,673	150,293	N/A	\$7,910	\$8,316	\$0	\$116,322
Utility Special Facilities - Poles Only	1	N/A	N/A	N/A	N/A	\$ 99,340	N/A	N/A	N/A	N/A	\$0	\$99,340
sub-total: Transfer of Ownership Fixtures		3,670,799		\$193,194	\$203,113	\$777,553	1,022,443		\$53,811	\$56,574	\$0	\$1,063,475

		kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kWh	Maintenance	kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kWh	Maintenance	
PORTLAND OWNED FIXTURES				\$0.05263	\$0.055332				\$0.05263	\$0.055332		
Decorative Fixtures - Retrofit (qty 201)	2	139,401	N/A	\$7,337	\$7,713	\$856	46,704	N/A	\$2,458	\$2,584	\$0	\$10,864
Decoratives Fixtures - New Fixtures (qty 201)	2	147,141	N/A	\$7,744	\$8,142	\$856	53,408	N/A	\$2,811	\$2,955	\$0	\$10,976
sub-total: Portland Owned Fixtures		286,542		\$15,081	\$15,855	\$1,713	100,112		\$5,269	\$5,539	\$0	\$21,840

		kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kW	Maintenance	kWh	kW used x 12 mo.	Supply, \$/kWh	Delivery, \$/kW	Maintenance	
PORTLAND OWNED FACILITIES				\$0.07795	\$12.32				\$0.07795	\$12.32		
Elm Street Garage	1	133,215	228	\$10,384	\$2,809	\$1,748	57,685	96	\$4,497	\$1,183	\$0	\$9,262
Spring Street Garage	1	215,973	324	\$16,835	\$3,992	\$2,848	86,037	132	\$6,707	\$1,626	\$0	\$15,342
sub-total: Portland Owned Facilities		349,188	552	\$27,219	\$6,801	\$4,596	143,722	228	\$11,203	\$2,809	\$0	\$24,604

SAVINGS SUMMARY

PART 1 Savings	3,381,584	\$186,814	\$174,589	\$782,149	938,519	\$53,033	\$46,787	\$0	\$1,043,733
PART 2 Savings	924,946	\$48,680	\$51,179	\$1,713	327,758	\$17,250	\$18,135	\$0	\$66,186
TOTAL Savings	4,306,529	\$235,494	\$225,768	\$783,862	1,266,277	\$70,283	\$64,922	\$0	\$1,109,919

Cost Savings, for the purposes of this contract, are escalated at 2.00% per year for the term of the repayment period.

The Annual Electric Savings is based upon the pre-retrofit Portland billed amounts less the post-retrofit, as-built billing amounts projected for the traffic lighting quantities listed in Exhibit C-6. The Project's Estimated Annual Electric Usage (kWh) amounts for post-retrofit utility billings will be based upon the as-built street lighting quantities, operating hour assumptions, kWh, and billing rates in accordance with the procedures set forth in Exhibit C-4.

Should the as-built quantities change, the projected electric usage shall be adjusted by the added or deducted unit quantities multiplied by the corresponding kWh usage per unit. Such electric kWh adjustments shall be set forth in Change Order(s) to be prepared by Contractor and approved by Portland from time to time during the installation period. An updated Electric Usage Spreadsheet and electric utility billing model will be provided by Contractor for the as-built Project at the end of the installation period.

Base Utility Rates: The utility rates are set forth above. There are no gas or water savings associated with this work.

B. Determination of Transfer of Ownership (Buyback) Cost Savings

Transfer of Ownership Cost Savings:

In addition to the energy savings, this Project also creates significant equipment and maintenance savings through the Contractor and the City's ability to negotiate the transfer of ownership of certain street lighting fixtures from the local Utility to Portland. These savings can be quantified using the transfer of ownership agreements between the local Utility and Portland now that those negotiations are successfully complete. The source of the savings is largely due to and a result of the fixtures then being converted to much more long-lasting and highly warranted LED technology. The Contractor has also negotiated the best possible warranty for Portland with the ultimate equipment vendor. All Transfer of Ownership cost savings will be agreed to by Portland and will be deemed as such as part of any ongoing measurement and verification service. Transfer of ownership savings, for the purposes of this contract, are escalated at 2.00% per year for the term of the repayment period.

EXHIBIT C-2
PROJECT DESIGN APPROVAL AND NOTICE TO PROCEED FORM
TEMPLATES

EXHIBIT C-2, ATTACHMENT A

PHASE I - PROJECT DESIGN ACCEPTANCE AND NOTICE TO PROCEED FORM

(This form will be used by the City of Portland to acknowledge its acceptance of the design and serve as its notice to proceed with the installation of the project.)

In accordance with the Contract ("Contract"), entered into this _____ day of _____, 2017, by and between THE CITY OF PORTLAND (the "Portland") and TEN CONNECTED SOLUTIONS, INC. ("Contractor"):

Contractor has performed the Phase I Design Specification Work for the project and submitted to Portland the necessary design and specification documents for the Project ("Design Documents").

Portland has reviewed the Design Documents and hereby designates its acceptance of the Design Documents by execution of this Project Design Acceptance Form.

Contractor is hereby authorized to commence work on the installation of the above referenced Project in accordance with the Design Documents and the following:

- Project Information summarized in Exhibit C-4;
- The time period as set forth in Exhibit C-5, Project Work Schedule;
- The Project Pricing and Adjustment Information as set forth in Exhibit C-3;
- Measurement and Verification protocols summarized in Exhibit C-7.

Such Project Exhibits have been duly executed by both Portland and Contractor.

Contractor acknowledges and agrees that City's execution of this form is for purposes of accepting the Design Documents only, and such acceptance shall not be deemed to impose any duty or liability upon the City related to the design of Contractor's work, and such acceptance shall not relieve the Contractor of any duty or liability it may have under the Contract or applicable law.

Execution of this Design Acceptance and Notice to Proceed by Portland:

By: _____

Date: _____

Acceptance and Notice Acknowledgement By Contractor:

By: _____

Date: _____

EXHIBIT C-2, ATTACHMENT B

PHASE III - PROJECT ACCEPTANCE CERTIFICATE FORM

(This form will be used by the City of Portland to serve as its acceptance of the project and to authorize Contractor to begin to conduct the savings Measurement and Verification services.)

In accordance with the Contract ("Contract"), entered into this _____ day of _____, 2017, by and between THE CITY OF PORTLAND (the "Portland") and TEN CONNECTED SOLUTIONS, INC. ("Contractor"), Portland is hereby accepting that all portions of the Installation Work are substantially complete and operational as of this _____ day of _____, 20____, ("Project Acceptance Date").

Portland and Contractor acknowledge the attached "punch list" of items to be completed by Contractor no later than the dates as specified on the attached sheet for each item, in accordance with the terms of the Contract and its Scope of Work.

In accordance with the terms of the Contract, Contractor is hereby authorized to conduct the Savings Measurement and Verification Services, which includes the measurement and verification of the Actual Energy Savings in accordance with Exhibit C-7 of the Contract.

Contractor acknowledges and agrees that City's acceptance of the project and execution of this form shall not be deemed to impose any duty or liability upon the City related to the performance of Contractor's work, and such acceptance shall not relieve the Contractor of any duty or liability it may have under the Contract or applicable law.

Project Acceptance Certified by Portland:

By: _____

Date: _____

Project Acceptance Acknowledgement by Contractor:

By: _____

Date: _____

EXHIBIT C-3

PROJECT PRICING AND ADJUSTMENT INFORMATION

Project Cost Adjustments for "Changes in the Project":

Contractor may experience additional costs or losses of Project Savings for reasons which could not reasonably have been anticipated or controlled by Contractor. Adjustments to the Project Cost may be authorized if, for example, Contractor experiences additional costs above those established in the Project Cost Budget or if there is a deletion or substantial modification to the Project by Portland.

There shall be no additional Project Costs without the City's prior written approval. Any adjustments to the Project Cost shall be billed/credited by Contractor in accordance with the same general pricing and other terms set forth in this Contract. Contractor shall have no obligation to act on modifications to the Project Scope of Work unless it agrees to do so in writing.

A. UNIT PRICE FOR EACH ADDITIONAL or DEDUCTED UNIT (units added to or deducted from Quantities Listed in Exhibit C-6 Scope of Work, Equipment Description, and Warranty Information:

All unit pricing includes all materials, labor, and other expenses.

Quantities for each type of equipment can be found in Project Scope.

A 1. UNIT PRICE FOR EACH ADDED OR DEDUCTED TECHNOLOGY

Portland Approved Equipment	Portland Approved Part #	Add/Deduct Cost
Arm Mounted Cobra Head LED Light Fixture, 83W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N	\$321.46
Arm Mounted Cobra Head LED Light Fixture, 50W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X1	\$321.46
Arm Mounted Cobra Head LED Light Fixture, 74W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X6	\$321.46
Arm Mounted Cobra Head LED Light Fixture, 23W	Cree RSWS-A-HT-2ME-3L-30K7-UL-GY-N-X3	\$268.53
Arm Mounted Cobra Head LED Light Fixture, 30W	Cree RSWS-A-HT-2ME-5L-30K7-UL-GY-N-X1	\$277.91
Pole Mounted Dusk to Dawn/Barn Light LED Light Fixture, 50W	E-conolight E-DD1L50N1	\$245.43
Wall Mounted Flood Light LED Light Fixture, 79W	Holophane ACP0LED PK2 MVOLT WFR 30K YK GYSDP 10KVIL PER7 06 43 NL	\$642.91
Arm Mounted Shoebox Fixture LED Light Fixture, 110W	Holophane ATB0 30BLEDE10 MVOLT R3 3K BZ NL P7 w/Arm	\$481.44
Arm Mounted Shoebox Fixture LED Light Fixture, 72W	Holophane ATB0 30BLEDE70 MVOLT R3 3K BZ NL P7 w/Arm	\$481.44
CMP Approved Fuse Holder	Sicame USA FTSC25SCO 2L300N 10A	\$140.42
Control System – Fixture Control Node	Echelon TOP900 TLX-E GPS	\$115.22
Control System – Gateway/Segment Controller	Base station	\$4,177.20

EXHIBIT C-4

PROJECT INFORMATION

City of Portland Address: The City of Portland 389 Congress Street, Portland, Maine 04101

City of Portland's Designee: Troy Moon

Phone: 207-756-8362

Email: thm@portlandmaine.gov

A. SCOPE OF WORK:

The Project Scope of Work is based upon installation of the street lighting related equipment quantities listed in Exhibit C-6. Should the as-built quantities change, the Scope of Work shall be adjusted by the added or deducted unit quantities at the rates set forth in Exhibit C-3. Such Scope of Work adjustments shall be set forth in Change Order(s) to be prepared by Contractor and approved by Portland from time to time during the installation period.

B. PROJECT LOCATIONS:

Project Locations for the Street Lights retrofitted shall be in various traffic intersection and street locations throughout Portland as set forth in Exhibit C-6.

The specific Project Locations shall be updated as part of the As-built documentation provided by Contractor. Installation progress reports shall be generated by Contractor from time to time during the installation period to document Work completed at specified Project Locations up to the date of such progress report.

EXHIBIT C-5

PROJECT WORK SCHEDULE

PART 1 – PROJECT SCHEDULE (for Phase I and II of Core LED Street Lighting and Control System Upgrade Installation):

Final Design Completion: (Phase 1)	Contractor shall complete final design of the core project within two (2) weeks of execution of this Contract.
Final Design Review/Approved: (Phase 1)	Portland shall review final design of the core project and notify Contractor of any objections thereto within two (2) weeks of presentation of design documents by Contractor. Contractor shall promptly respond with a revised final design and the parties shall work expeditiously and in good faith to agree upon a final design.
Rebate Pre-approval if applicable (Phase 1)	Contractor shall complete final rebate pre-approval of the core project within two (2) weeks of execution of customer design approval
Commence Core LED Street Lighting and Control System Upgrade Installation (Phase 2)	Immediately after Utility pre-approval and to be complete within approximately twenty (20) weeks (subject to weather and subcontractor availability).
Substantial Completion Core LED Street Lighting and Control System Upgrade Installation (Phase 2)	Within three (3) weeks after core project installation completion. Notwithstanding anything to the contrary above, Substantial Completion of Core LED Street Lighting And Control System Upgrade shall be complete no later than June 30, 2018.
Field Utility Approval & Bill Reconciliation (Phase 2)	Within four (4) weeks after substantial completion of core project.
Final Completion and Project Acceptance (Phase 2)	Within two (2) weeks after final utility reconciliation of core project

All additional work related to Part 1, to be determined during Part 1, will be performed on a schedule substantially similar to the above.

PART 2 – PROJECT SCHEDULE:

The Schedule for Part 2 will be developed based on the final scope agreed upon between Portland and the Contractor and this work will be scheduled and communicated in a similar way to the Part 1 schedule above, prior to starting the Phase 2 installation of Part 2.

EXHIBIT C-6

SCOPE OF WORK, EQUIPMENT DESCRIPTION, and WARRANTY INFORMATION

A. PART 1 - SCOPE OF WORK

Contractor's City of Portland Street Lighting Scope of Work for the project is set forth below. The following wattages and hours of operation were used in the savings calculations.

LIGHTING EQUIPMENT & LED LAMP WATTAGES

Scope Related to Inventory Purchased from Central Maine Power (CMP) (Transfer of Ownership):

Contract Quantities	Existing Equipment	Pre-(billing) Wattage*	New Equipment	Proposed Wattage**
86	250 or 400W Sodium Cobra Head	300 or 465 W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X9	83 W
1,008	50, 70, 100, 150W Sodium Cobra Head	65, 95, 130, 195 W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X1	50 W
302	150 or 250W Sodium Cobra Head	195 or 300 W	Cree RSWM-A-HT-3ME-9L-30K7-UL-GY-N-X6	74 W
2,738	50 or 70W Sodium Cobra Head	65 or 95 W	Cree RSWM-A-HT-2ME-3L-30K7-UL-GY-N-X3	23 W
713	100W Sodium Cobra Head	130 W	Cree RSWM-A-HT-2ME-5L-30K7-UL-GY-N-X1	30 W
1	100W Mercury Dusk to Dawn	130 W	E-conolight E-DD1L50N1	50 W
178	250 or 400 W Sodium or Metal Halide Flood	300 or 465 W	Holophane ACP0LED PK2 MVOLT WFR 30K YK GYSDP 10KVIL PER7 06 43 NL	79 W
19	400 W Shoe Box Fixture	465 W	Holophane ATB0 30BLEDE10 MVOLT R3 3K BZ NL P7 w/Arm	110 W
85	250 W Sodium Shoe Box Fixture	250 W	Holophane ATB0 30BLEDE70 MVOLT R3 3K BZ NL P7	72 W

LIGHTING CONTROL SYSTEM AND OTHER EQUIPMENT

Quantities	Description	New Equipment
5,130	Control System – Fixture Control Node	Echelon TOP900 TLX-E GPS
6	Control System – Gateway	Echelon Base Station
1	1 Year Service and Software {hosted by City or Vendor??}	Echelon
1	Mapping Program and Software	Echelon
1	Factory Onsite Startup and Training on Control System	Echelon
5,130	Utility Grade Fuses	Sicame USA FTSC25SCO 2L300N 10A

* Based on Central Maine Power Utility Bills

** Based on Portland Approved Manufacturer and respective Wattage

(May change depending on location (High Crime, Parking Enforcement, Traffic control, existing source, etc.)0

Parking Garage(s) Scope and Quantities:

Contract Quantities	Existing Equipment	Pre- (all)ing Wattage*	New Equipment	Proposed Wattage**
4	4' Wraparound Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
4	4' Strip Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) (No Diffuser)	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
3	4' Vapor Proof Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
11	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture, (1) 12W	12
8	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture, (1) 12W	12
9	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture, (1) 12W	12
2	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture, (1) 12W	12
8	Cobra Head Pole Mounted LED Light Fixture, (1) 100W Prismatic Acrylic Diffuser	94	Existing luminaire to remain as is No Retrofit. To remain as is.	94
9	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture, (1) 12W	12
4	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture, (1) 12W	12
9	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture, (1) 12W	12
4	Wall-Pack Wall Mounted High Pressure Sodium, (1) 50W lamp Prismatic Acrylic Diffuser	60	Wall Mounted Wall-Pack LED Light Fixture, (1) 12W	12
11	2x4' Troffer Surface Mounted Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Surface Mounted Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
221	4' Vapor Proof Pendant Mounted Fluorescent, (3) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Vapor Proof Gasketed Diffuser	80	Pendant Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (3) 12W Lamps	36
6	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
20	4' Industrial Surface Mounted Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) (No Diffuser)	101	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (4) 12W Lamps	48
2	4' Vapor Proof Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
2	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
2	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
1	Bare-Lamp Keyless Socket Surface Mounted Compact Fluorescent, Screw-in, (1) 13W lamp (No Diffuser)	12	Existing luminaire to remain as is No Retrofit. To remain as is.	12
2	2' Wraparound Surface Mounted Fluorescent, (2) 24", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	30	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 2' T8 Lamp (2) 8W Lamps	16
2	2' Wraparound Surface Mounted Fluorescent, (2) 24", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	30	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 2' T8 Lamp (2) 8W Lamps	16
2	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
2	2x4' Troffer Recessed Fluorescent, (4) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	101	Recessed Install 2x4 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
2	8' Industrial Surface Mounted Fluorescent, (2) 96", ES lamp (No Diffuser)	111	Surface Mounted Install 8' Strip, 2-Lamp Centering Kit LED 4' T8 Lamp (2) 12W Lamps	24
4	Bare-Lamp Keyless Socket Surface Mounted Compact Fluorescent, Screw-in, (1) 13W lamp (No Diffuser)	12	Existing luminaire to remain as is No Retrofit. To remain as is.	12
8	Cobra Head Pole Mounted LED Light Fixture, (1) 70W Prismatic Acrylic Diffuser	66	Existing luminaire to remain as is No Retrofit. To remain as is.	66
13	4' Wraparound Surface Mounted Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	28	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (1) 12W Lamp	12
9	4' Wraparound Surface Mounted Fluorescent, (1) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	28	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (1) 12W Lamp	12
4	4' Strip Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) (No Diffuser)	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
2	4' Strip Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) (No Diffuser)	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
158	4' Vapor Proof Pendant Mounted Fluorescent, (3) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Vapor Proof Gasketed Diffuser	80	Pendant Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (3) 12W Lamps	36
12	4' Vapor Proof Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
3	Wall-Pack Wall Mounted High Pressure Sodium, (1) 250W lamp Prismatic Acrylic Diffuser	266	Wall Mounted Wall-Pack LED Light Fixture, (1) 52W	51
10	Canopy Fixture Surface Mounted High Pressure Sodium, (1) 70W lamp Prismatic Acrylic Diffuser	86	Surface Mounted Install LED Screw-in A-Style Lamp Light Emitting Diode Lamp, Screw-in, (1) 21W lamp	19
7	Wall-Pack Wall Mounted LED Light Fixture, (1) 20W Prismatic Acrylic Diffuser	19	Existing luminaire to remain as is No Retrofit. To remain as is.	19
8	High-Bay Pendant Mounted Metal Halide, (1) 250W lamp Prismatic Acrylic Diffuser	266	Pendant Mounted High-Bay LED Light Fixture, (1) 100W	99
3	Wall Sconce Wall Mounted Compact Fluorescent, quad, (1) 26W lamp Prismatic Acrylic Diffuser	30	Wall Mounted Retrofit Wall sconce with Half Sphere LED Kit LED Light Fixture, (1) 11W	11
1	4' Vanity Surface Mounted Fluorescent, (2) 48", T-8 lamp, Instant Start Ballast, NLO (BF: .85-.95) Prismatic Acrylic Diffuser	53	Surface Mounted T8 LED Retrofit Lamp with External Driver LED 4' T8 Lamp (2) 12W Lamps	24
1	Canopy Fixture Surface Mounted Compact Fluorescent, long twin, (1) 36W lamp Prismatic Acrylic Diffuser	46	Surface Mounted Retrofit Existing Drum with 8" LED Kit LED Light Fixture, (1) 11W	11

OTHER WORK INCLUDED IN PART 1 includes:

City Selected Smart City Project Allocation:

- 1) Public and City Wi-Fi (1st half of project, ~ 100 locations)
- 2) City Hall exterior color lighting upgrade
- 3) Payson Park softball field LED upgrade
- 4) Deering Oaks fountain color lighting upgrade
- 5) Riverside Golf EV and Cart Charging project
- 6) Pilot decoratives install, to help determine the approach on Phase 2 construction
- 7) Interactive Kiosks for resident/visitor engagement
- 8) Pilot project for Blue Emergency Light system
- 9) Tree trimming, pole painting, LED project contingency

The funding for the City Selected Smart City Project **allocation items is \$1,083,052**. The final scope of work for these items and schedule for such work will be determined during Part 1, through the piloting of certain technologies, by the City in collaboration with the Contractor.

TOTAL COST OF PART 1: \$4,000,000

B. PART 2 - SCOPE OF WORK

Contractor's and City of Portland's contemplated scope for Part 2 is set forth below. Contractor acknowledges and agrees that the City has not yet obtained financing for Part 2, and Contractor shall not incur, and City shall not be responsible for, any expense related to Part 2 of the Project without the City's prior written approval.

QTY	Description	Price
	Core LED Lighting and Control System Upgrade	\$ 2,308,404
	290 CMP Holophane LED upgrade (50/50, retrofit/new)	\$ 421,077
	784 CMP GE Town & Country LED upgrades (70/30 retrofit/new)	\$ 967,842
	402 Portland Decorative LED Upgrades (50/50, retrofit/new)	\$ 602,422
	1074 Fusing for CMP Holophane, GE (not for Portland-owned)	\$ 71,998
	1476 Controls for all decoratives (CMP and Portland-owned)	\$ 245,065
	City Selected Smart City Project Allocation for:	\$ 1,691,596
	Public and City Wi-Fi (2nd half of project, ~ 150-300 more locations)	
	Dougherty Field LED lighting installation (1 or more fields)	
	Traffic Flow System Forrest Ave Corridor	
	6 Electric Vehicle (EV) charging stations	
	Casco Bay Bridge color LED lighting installation	
	Environmental Sensors, Video Cameras installed in Strategic Locations	
	Riverton lighting upgrade	
	Tree trimming, pole painting, LED project contingency	

TOTAL COST OF PART 2: \$4,000,000

C. OPERATING HOUR ASSUMPTIONS

All proposed fixtures will be charged using the current utility (CMP) SE tariff rate of 4,260 hours of operation each year, even though the control system will be installed and will have the capability to “futureproof” and reduce hours of operation in the future. All pre-project street lighting is being charged at 4,260 hours per year.

D. LOCATIONS AND QUANTITIES

Project locations and quantities for the Street lights retrofitted shall be provided as part of the As-built documentation provided by Contractor. Installation progress reports shall be generated by Contractor during the installation period to document work completed at specified Project Locations up to the date of such progress report.

Contractor will update Portland’s existing GIS software system with the new data being provided under this Contract.

E. WARRANTY INFORMATION

Material Warranty

The following **manufacturer** warranties will pass through Contractor directly to Portland to ensure that Portland will have direct access to the full value of the manufacturers’ warranty over the term of the contract.

Equipment	Manufacturer	Warranty Period
Cobra Heads*	Cree	10
Decorative Retrofit Kits	Hylite or Equal	5
Linear T8 Retrofit Lamp, Type C (External Driver)	Sylvania	7
Miscellaneous Shoebox Fixtures*	Holophane	5
Fixture Mounted Nodes*	Echelon	10
Gateway/Segment Controllers*	Echelon	10

**Includes fixtures, LED lamps, and drivers*

Labor Warranty

Contractor will provide a one (1) year **Labor** warranty to provide all of the labor necessary to install all equipment warranted by the manufacturer and provided by Portland to Contractor for replacement. The one year labor warranty for Part 1 of the Project will run from the City’s final acceptance of Part 1, Phase 2 of the Project, and the one year labor warranty period for Part 2 of the Project will run from the City’s final acceptance of Part 2, Phase 2 of the Project. Any ongoing equipment replacement labor obligations to replace failed equipment covered under the manufacturer warranties after expiration of the labor warranty periods, will be the obligation of Portland.

EXHIBIT C-7

GUARANTEED DOLLAR SAVINGS, MEASUREMENT & VERIFICATION SERVICE

A. GUARANTEED DOLLAR SAVINGS AMOUNTS PER MEASUREMENT YEAR

For the Project, the Guaranteed Dollar Savings Amounts per Measurement Year during the Project Savings Guarantee Period are set forth below:

Project Savings Guarantee Period = 10 years.

MEASUREMENT YEAR	PROJECT SAVINGS			GUARANTEED DOLLAR SAVINGS AMOUNTS ⁽¹⁾
	UTILITY and MAINTENANCE SAVINGS PART 1	UTILITY and MAINTENANCE SAVINGS PART 2	TRANSFER OF OWNERSHIP SAVINGS ⁽²⁾	
Year 1	\$266,179	\$0	\$777,553	\$1,043,733
Year 2	\$271,503	\$66,186	\$793,104	\$1,130,793
Year 3	\$276,933	\$67,510	\$808,966	\$1,153,409
Year 4	\$282,472	\$68,860	\$825,146	\$1,176,477
Year 5	\$288,121	\$70,237	\$841,649	\$1,200,007
Year 6	\$293,884	\$71,642	\$858,482	\$1,224,007
Year 7	\$299,761	\$73,075	\$875,651	\$1,248,487
Year 8	\$305,756	\$74,536	\$893,164	\$1,273,457
Year 9	\$311,872	\$76,027	\$911,028	\$1,298,926
Year 10	\$318,109	\$77,548	\$929,248	\$1,324,905
TOTAL	\$2,914,590	\$645,621	\$8,513,991	\$12,074,202

Rebates and Incentives:

Contractor makes no guarantee with respect to utility rebates. Rebates will be available if there still exists capacity in the Efficiency Maine rebate program at the time the Contractor and Portland apply for the rebate allocation and the technologies used in the project are compliant. Payment of rebates to Portland will happen subject to the payment terms of Efficiency Maine.

Note 1: To the extent that the actual final Project Scope is modified, then the Project Cost, Savings and Rebates amount shall be adjusted accordingly.

Note 2: Transfer of Ownership Cost Savings are allocated at \$ 777,553 per year based on analysis of the actual costs incurred by Portland prior to the transfer of ownership of the assets to Portland. These savings are also escalated at 2.00% annually. These savings result from longer life and warranted equipment installed as part of the project (see elsewhere in this Contract). These savings are deemed to occur in each year of the repayment term (guarantee period). No ongoing measurement and verification will be assumed needed or provided for these Transfer of Ownership Cost Savings.

B. MEASUREMENT and VERIFICATION SERVICE

1. Performance Verification Procedures

Contractor shall provide savings measurement and guarantee services to confirm the Project savings levels as specified in this Exhibit C-7. The savings measurement involves pre- and post-installation determination of energy usage billing for the equipment. For this approach, once the post installation calculations are made, the energy use is quantified and stipulated operating and billing parameters are applied to yield confirmed energy dollar savings.

At the end of the installation period, the actual energy usage for the As-built retrofits will be calculated, and savings will be adjusted to match as-built fixture counts.

Savings verification for this Project will consist of the following steps:

A complete, location inventory of all lighting fixtures affected by the lighting retrofit will be compiled and provided and will include the following information – Location, Fixture type, Quantity and kWh and billing amounts.

The inventory of the As-built retrofit will be compiled and compared listing the same categories of information with updated quantities and post-retrofit kWh usage and billing amounts after Phase III is complete.

Post-retrofit Capacity (kW): Contractor shall determine the As-built Post-retrofit kW for each type of retrofit ("Actual Capacity").

Baseline Operating Assumptions: The baseline operating assumptions for the Project have been Exhibit C-6 "Operating Hour Assumptions" per Central Maine Power rate schedule and shall be used to calculate the Post-retrofit electric usage.

Electric Energy Usage: At the end of the installation period, the Actual Capacity (kW) and the Baseline Operating Assumptions, shall be used to determine the Post-retrofit Electric Energy Usage (kWh).

Electric Dollar Savings: The Actual Electric Energy Usage shall be multiplied by the corresponding unit prices and totaled to yield the Post-retrofit Electric Dollar amount for billing purposes ("Post-retrofit Billing Amount"). Unit prices to be used shall be the base unit prices set forth in Exhibit C-3.

2. Reconciliation Procedures

Reconciliation Adjustments: For each Measurement Year, the Actual Project Dollar Savings Amount shall be compared and reconciled with the appropriate Guaranteed Dollar Savings Amount for the Project as set forth in Exhibit C-7, on a Reconciliation Statement to be prepared by Contractor and submitted to Portland within ninety (90) days following the end of that Measurement Year.

(i) Positive Reconciliation: If for a Measurement Year, the Guaranteed Dollar Savings Amount less the Actual Project Dollar Savings Amount is equal to or less than zero, then this difference shall be referred to as a "Positive Reconciliation Amount" and no reimbursement to Portland is necessary.

(ii) Negative Reconciliation: If for a Measurement Year, the Guaranteed Dollar Savings Amount less the Actual Project Dollar Savings Amount is greater than zero, then this difference shall be referred to as the "Dollar Savings Shortfall Amount" and Portland shall have the right to reimbursement for the Dollar Savings Shortfall Amount determined using the following procedure:

Reimbursement of Dollar Savings Shortfall Amount:

Contractor shall reimburse Customer for the Dollar Savings Shortfall Amount within thirty (30) days following the date of the Reconciliation Statement (the "Reconciliation Payment"). Contractor shall develop and maintain a Project tracking spreadsheet which shall track the Project's Energy and Dollar Savings performance and the amounts and balances as set forth above which might be carried over from Measurement Year to Measurement Year. Such Project tracking spreadsheet shall be part of a Project Savings Performance report that Contractor shall generate at the end of each Measurement Year where monitoring services are provided by Contractor during the Savings Term.

However, Contractor shall not be required to reimburse any Dollar Savings Shortfall Amount if (a) Customer modifies, disconnects or fails to operate or maintain the Energy Conservation Measures (ECM's) in accordance with the procedures set forth in the final as-built lighting commissioning or Operations Manual, (b) Customer is in material breach of or in material default under this Contract, including but not limited to failure to maintain the equipment and systems in good working order and condition, (c) this Contract has terminated (due to a non-breach occurrence) as permitted or provided for in this Contract, or (d) the equipment suffers fire, flood or other casualty, until the equipment is properly repaired and restored, . Contractor reserves the right to reasonably modify its Project Savings Performance Guarantee based on any modifications to the Project. This Project Savings Performance Guarantee is contingent upon Contractor's involvement with the Project's performance monitoring, without which the Project Savings Performance Guarantee shall cease. Accordingly, Contractor's annual Guarantee Administration Services shall be purchased by Customer for the period set forth in Schedule C in order for the Project Savings Performance Guarantee to remain in effect.

EXHIBIT C-8

PAYMENT FOR THE WORK

A. Project Cost of Work: The Project Cost of Work includes all amounts to furnish and be responsible for all of the Scope of Work as specified in Exhibit C-6, which shall include labor, materials, tools, equipment, insurance and supervision necessary to satisfactorily specify, design, procure, install, inspect, start-up and test the Equipment and monitor the savings for the Project in accordance with the provisions of this Contract. The Cost of the Work is divided into three phases as follows:

1. Payment for the Work Phase I and Phase II. Portland shall pay Contractor as compensation for Phase I Project Development and Pre-Design Work and Phase II Installation Work, as defined below in monthly progress amounts totaling but not to exceed amount of \$8,000,000 for the Project. The monthly progress amounts shall be invoiced based upon a percentage of the Payment for the Work Phase I Work and Payment for the Work Phase II Work completed and shall contain sufficient documentation to support the invoiced amount. Portland acknowledges that Contractor's Work conducted to prepare the design and negotiate the pricing for materials and subcontractor labor for the Project shall be compensated under this Contract as a portion of the Payment for the Work Phase I cost.

Description	Phase I * Design Work Cost	Phase II Construction Cost	Total Cost
PROJECT - PART 1 Implementation period: Contract sign date to June 30, 2018			
Core LED Lighting and Control System Upgrades	\$145,847	\$2,771,101	\$2,916,948
City Selected Smart City Projects	\$54,153	\$1,028,899	\$1,083,052
Sub-total: Part 1	\$200,000	\$3,800,000	\$4,000,000
PROJECT - PART 2 Implementation period: July 1, 2018 to June 30, 2019			
Core LED Lighting and Control System Upgrades	\$115,420	\$2,192,984	\$2,308,404
City Selected Smart City Projects	\$84,580	\$1,607,016	\$1,691,596
Sub-total: Part 2	\$200,000	\$3,800,000	\$4,000,000
TOTAL PROJECT	\$400,000	\$7,600,000	\$8,000,000

*This Payment for the Work Phase I Cost includes the cost of preparing the scope, assisting with selection of equipment, selection of subcontractors, and negotiation of pricing completed by Contractor.

Note: Additions / Reductions in Scope –

The Payment for the Phase II Project Cost is based upon installation of the actual street light quantities. Should such as-built quantities change, the Payment for the Work Phase II cost shall be adjusted by the added or deducted unit quantities multiplied by the per unit prices set forth in Exhibit C-3. Such cost adjustments shall be set forth in Change Order(s) to be prepared by Contractor and approved by Portland from time to time during the installation period.

2. Payment for the Work Phase III. As compensation for Payment for the Phase III Savings Measurement and Verification and Other Managed Services for the Project, as set forth in Exhibit C-7, Portland shall pay a fee at the submission of each annual Phase III Report as set forth below:

MEASUREMENT YEAR	Annual Measurement and Verification Services ⁽¹⁾	Annual Street Lighting Control System Service ⁽²⁾	Total Annual Services
Year 1	\$12,500	\$13,200	\$25,700
Year 2	\$12,875	\$13,596	\$26,471
Year 3	\$13,261	\$14,004	\$27,265
Year 4	\$13,659	\$14,424	\$28,083
Year 5	\$14,069	\$14,857	\$28,926
Year 6	\$14,491	\$15,302	\$29,793
Year 7	\$14,926	\$15,761	\$30,687
Year 8	\$15,373	\$16,234	\$31,608
Year 9	\$15,835	\$16,721	\$32,556
Year 10	\$16,310	\$17,223	\$33,533

Notes:

Note 1:

Upon City's request as set forth in section 6 of Exhibit C, Measurement and Verification (M&V) services will be provided by Contractor within 12 months after the construction period and every year following, up to 10 years, unless Portland terminates the Measurement and Verification Services earlier.

Note 2:

Annual Street Lighting Control System Services shall be provided directly by the control system vendor directly to the City. These services are to access a cloud-based central management system (CMS) for provisioning, monitoring, controlling and analyzing their new street lighting control system. The cost of this system, annually, is approximately \$13,200.

EXHIBIT C-9

OTHER GENERAL CONDITIONS

These construction terms shall be implemented in conjunction with the specifications for the Scope of Work which are provided in the Contract and any Design Documents.

1. Definitions.

A. "Portland", "City", "Contractor", "Contract", "Premises", and "Project", shall have their respective meanings specified in the Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality Contract to which these General Conditions are attached.

B. "Support" means the following: Contractor's officers, employees, agents, and representatives; Contractor's suppliers, and subcontractors of any tier; the respective officers, employees, agents, and representatives of Contractor's suppliers, and subcontractors of any tier; and any other person or entity acting under the direction or control or on behalf of Contractor or any of Contractor's suppliers or subcontractors of any tier in connection with or incident to the performance of the Work or this Contract.

C. "Work" shall refer to all acts by Contractor necessary to fulfill all of its obligations under the Contract Documents with respect to the Project and performance of the three Phases of Services for Parts 1 and 2 of the Project, as defined in Exhibit C-8, and in accordance with the terms and conditions set forth in the Contract Documents. Work includes all of the following furnished (or to be furnished), and the performance of all other obligations, under this Contract by Contractor or its Support: personnel, labor, and supervision; technical, professional, and other services; equipment, materials, tools, supplies, goods, and other property; transportation, information, drawings, plans, specifications, design, data, and all other items necessary to complete the Project to the City's reasonable satisfaction.

2. Performance of the Work.

A. Unless specifically modified by Portland and Contractor in a Contract Amendment or Change in the Work agreed to by both parties, all materials and all equipment listed in the Contract, and/or approved Design Documents, and all labor by all trades which are required to complete the installation are included in Contractor's Work. Contractor shall be and act as an independent contractor (and not as the agent or representative of Portland) with regard to performance of the Work and this Contract. Contractor has the right to suspend performance of work on any Portland directed change of a value in excess of ten percent (10%) of the Phase II Cost of Work in the absence of agreement on price and schedule impact of such change. Portland agrees to pay Contractor on a time and materials basis, for a mutually-agreed upon predetermined amount, for changed work being performed while the parties are negotiating the price and schedule impact of the change.

B. Subject to compliance with the requirements of this Contract, Contractor shall perform the Work in accordance with its own methods. Any equipment, apparatus, machinery, material, small items not mentioned in detail and labor not hereinafter specifically mentioned that may be found necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied, or intended in the Contract, Design Documents shall be furnished and installed without extra cost to Portland.

C. Contractor shall fully cooperate with Portland and coordinate the Work to minimize traffic delays. If any Work depends upon the results of work performed by Portland or others, Contractor shall, prior to commencing such Work, notify Portland of any actual or apparent deficiencies or defects in such work that render such other work unsuitable for performance of the Work in accordance with this Contract.

D. Contractor shall provide Portland with a list of its subcontractors prior to Contractor entering into a subcontract for services. Contractor is directly responsible for obtaining the performance of and making all payments to all subcontractors, suppliers and those who perform any and all services or provide any and all supplies to or for the Project, unless directly contracted for by Portland; and further, such subcontractors, suppliers and those who perform services shall have no recourse to or against Portland, unless directly contracted for by Portland.

Contractor shall require its subcontractors to comply with the automobile and general liability insurance requirements set forth in the Contract.

3. Compliance with Laws; Permits.

A. Contractor shall comply, and shall ensure that the Work and all of Contractor's Support comply, with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect. Contractor shall execute and deliver to Portland all documents as may be required or appropriate to effect or to evidence such compliance or such change in expenses, if any. All laws, ordinances, rules, regulations, orders, licenses, and permits required to be incorporated in agreements of this character are incorporated herein by this reference.

B. Unless otherwise specified in the Contract or directed by Portland, Contractor shall obtain and pay for all permits, inspections, licenses, and fees required to perform the Work in accordance with this Contract. Contractor shall advise Portland in writing and consult with Portland prior to applying for any permit or other authorization from, or entering into any agreement with, any governmental authority with regard to the Work.

4. Contractor Representations.

Contractor represents and warrants the following to Portland (in addition to any other representations and warranties contained in the Contract Documents), which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract and the final completion of the Work:

- A) Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- B) Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- C) Contractor is authorized to do business in the State of Maine and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over Contractor and over the Work and the Project

5. Construction and Project Management.

A. Contractor shall provide for a Construction Manager who shall be responsible for providing the following services:

- Coordinate all Project details and Support's construction activities;
- Perform on-site observations and inspections of the progress and quality of the Work for conformance with Contract Documents;
- Communicate with Portland's representative(s) on a regular basis to insure work schedules. Portland's representative is **Troy Moon, Sustainability Coordinator**;
- Submit written monthly progress reports to Portland no later than the 5th day of each month reporting on the prior month's progress, planned progress for the current month, indicating any issues or project concerns and such other information and on such reporting forms as the Portland requests.
- Record all construction changes or deviations in writing to Portland;
- Schedule and attend regular project meetings with Portland representative;
- Conduct or observe and report on tests/measurements required by the Contract Documents; and
- Maintain construction records in an orderly manner.
- Submit certified applications for payment of work completed on Portland approved forms. Failure to submit applications for payment may delay payment of invoices.

B. Pre-Construction Meeting - Contractor shall coordinate and attend a pre-construction meeting with Portland, Contractor and Contractor's subcontractors to discuss:

- approved installation work plan schedule;
- mobilization plan;
- inspection plan;
- coordinating storage, parking, delivery of material;
- daily clean-up;
- service calls;
- hazardous material storage and disposal procedures;
- start-up, testing, inspection and acceptance procedures; and
- safety concerns and other pertinent information procedures.

C. Progress Meetings - Once the installation starts, Contractor shall hold regular monthly (or more frequent) meetings or phone conferences with Portland to coordinate the work schedule, receiving material, report on the status of removal of hazardous waste, provide progress reports, discuss the progress of the job and other matters important to the successful completion of the project.

D. Operation and Maintenance Manuals - Contractor shall submit for review, prior to final inspection, one (1) complete copy, in 3-ring binder, and one (1) complete copy, electronically formatted, of the following:

1. Maintenance instructions and catalog data for each piece of equipment, plus any applicable maintenance instructions for the system(s);
2. Copies of all approved shop drawings;
3. Equipment warranties and certificates;
4. All operation and maintenance data.

6. Quality Assurance and Inspection.

A. Contractor shall use the best approved method for performing the work. Only good workmanship will be accepted, all other will be rejected. All items furnished shall be new items unless the Contract identifies reuse of existing items.

B. Contractor shall perform such detailed examination, inspection, tests, and quality surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with this Contract.

C. All Work shall at all times be subject to inspection by Portland. The Contractor acknowledges and agrees that such inspection is for purposes of approving payment alone and such inspection shall not be deemed to impose any duty or liability upon the City to supervise any aspect of or approve the quality of the Work.

7. Protection of Persons and Property.

A. Contractor shall take all reasonable precautions which are necessary to prevent bodily harm to persons and damage to any property or environment in connection with performance of the Work. Without limiting the generality of the foregoing, Contractor shall erect and maintain such barricades, signs, flags, and other safeguards as are required. Contractor agrees to abide by the safety policies and regulations of Portland, the Maine Department of Transportation, Central Maine Power and any other applicable laws, rules, regulations, and policies.

B. Subject to the warranties described herein, once the Project is finally accepted by Portland, Portland shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism, or destruction of or damage

to the Work and anything used (or to be used or consumed) in connection with the Work, including but not limited to Equipment, except to the extent such loss, theft, destruction or damage results from the sole negligence or willful misconduct of Contractor or its Support. Contractor shall work with the City to arrange for secured storage, enclosure or other protection of the Work and anything used (or to be used or consumed) in connection with the Work.

C. Unless otherwise specified in this Contract or directed, in writing, by Portland, all structures and other improvements damaged, altered or removed by Contractor or any of its Support in connection with the performance of the Work shall be repaired, replaced, or otherwise restored by Contractor at its expense to at least as good quality and condition as existed prior to such damaging, alteration, or removal.

D. Unless otherwise specified in this Contract or directed, in writing, by Portland, Contractor shall ensure that no utility (including all supply, disposal, distribution and communication systems, and all similar or related facilities, equipment, and other property) is damaged, removed or unreasonably interrupted by Contractor or any of its Support in connection with the performance of the Work. If Contractor requires the temporary shut off of any utility, Contractor shall request Portland's approval thereof at least twenty-four (24) hours in advance of the time it requires the shut off.

8. Environmental Considerations

A. Site Inspection

1. From the date of this Contract until the Work contemplated hereunder commences, Portland shall afford authorized representatives of Contractor reasonable access to the Premises for the purpose of inspecting the Work area in the Premises or Equipment Location (sometimes the "Site"). As reasonably requested by Contractor, Portland shall provide Portland personnel to accompany the representatives of Contractor and provide all material information with respect to the Site and existing or known Environmental Conditions (as defined in subparagraph 2 below) which are present on or at the Site.

2. The term "Environmental Condition" shall mean the presence of environmental contamination, including the presence of any of the following (collectively, "Hazardous Materials"): oil or other petroleum products; flammable explosives; asbestos and asbestos containing materials; polychlorinated biphenyls (PCBs); urea formaldehyde insulation; radioactive materials; hazardous wastes; fungus, mold, mildew, spores or other biological or microbial agents the presence of which may affect human health, impair occupancy or materially affect the utility of the Site or Premises; toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws (defined below) and/or other applicable environmental laws, ordinances or regulations, and tanks or containers whether regulated or not.

3. Hazardous Materials Laws, shall mean all federal, state and local laws, ordinances and regulations relating to Hazardous Materials ("Hazardous Materials Laws"), including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; any substance subject to the National Emissions Standard Hazardous Air Pollutants as found in 40 C.F.R. Part 61; and all comparable state and local laws, applicable laws of other jurisdictions or orders and regulations.

B. Environmental Condition Remediation; and Removal and Disposal of Florescent Lamps and Ballasts.

1. If Contractor encounters an Environmental Condition at the Premises (including the Site) which may interfere with the Work to be performed under this Contract, Contractor shall notify Portland and shall promptly

take any and all measures necessary to remove and properly dispose of the Hazardous Materials. Contractor shall be solely responsible for the costs and expenses associated with the removal of the Hazardous Materials necessary to provide the Work in this Contract.

2. Outdoor Trash Receptacles for cardboard, metal, and general rubbish shall be supplied and paid for by Contractor, as applicable, and Contractor shall be responsible for the proper disposal of all such materials.

9. General Requirements.

- A. In the event of any conflict with Contract Documents, applicable codes and ordinances shall take precedence over the requirements set forth in this Contract.
- B. Contractor shall cooperate at all times with Portland's staff in all matters concerning scheduling the work, unavoidable interference with Portland's normal working routine, access to work areas, placing and removing temporary barricades, and protection and other safety procedures. All work shall be scheduled with the approval of the City. Work shall not interfere unduly with City operations.
- C. Contractor shall notify Portland of any system deficiencies and repair costs promptly after the pre-construction survey. Contractor shall, at Portland's discretion and the City's expense, repair existing system deficiencies as required to produce a complete and operable system under a Change in the Work process. As a minimum, repairs to the system shall conform to the original standard of construction for the existing equipment.
- D. Installations shall be performed by skilled and certified technicians and trades people.
- E. Contractor shall confine all operations in the performance of the Work (including, but not limited to, storage, assembly, vehicle parking, ingress, egress, and movement of Equipment, materials, tools, and workers) to such areas and during such time periods as set forth in the Work Schedule and approved by Portland. Unless otherwise directed by Portland, acceptance and handling of Work materials shall be performed by Contractor. Storage of materials or tools for the work within a building shall be limited to areas approved by Portland. Outside storage will be permitted only when approved by Portland. Portland shall not be required to provide vehicle parking on the Premises or elsewhere.
- F. Contractor shall, and shall cause its Support to, keep the Work areas, and access to such areas, cleared of rubbish, refuse, and other debris, and in a reasonably neat, clean, and safe condition. Upon completion of Work each day, Contractor shall promptly remove all rubbish, refuse, and other debris and all of its equipment and surplus equipment and materials not to be used at or near the same location during later stages of the Work and make areas safe for conduct of business.

EXHIBIT C-10

CONTRACTOR'S CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Joseph J. Joyce Associates, Inc.
9 North Main Street

Pittston PA 18640-0506

INSURED
The Efficiency Network Inc.
1501 Reedsdale Street

Pittsburgh PA 15233

CONTACT NAME Cheryl Fazio
PHONE (A/C No. Ext): (570) 655-2831 FAX (A/C No.): (570) 655-4668
E-MAIL ADDRESS: cfazio@joyceinsurance.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Crum and Forester Specialty Co 14990
INSURER B: Pennsylvania National Mutual 19682
INSURER C: Hartford Fire Insurance Compan
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: MASTER 17-18 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		EPK-118339	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Pollution Liability \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS		AU90731601	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	☒ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR CLAIMS-MADE ☐		EPK-108361	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	44WECIB0711	8/1/2017	8/1/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		EPK-118339	8/1/2017	8/1/2018	Each Occurrence \$2,000,000 Aggregata \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Proof of Insurance

CERTIFICATE HOLDER

**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cheryl Fazio/CFM

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ACORD 25 (2014/01)
INS025 01/01/14

The ACORD name and logo are registered marks of ACORD

EXHIBIT C-11

**CONTRACTOR'S REGISTRATION WITH
THE MAINE DEPARTMENT OF THE SECRETARY OF STATE**

**MAINE**Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Fri Sep 08 2017 13:23:11. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
TEN CONNECTED SOLUTIONS, INC.	20170551 F	BUSINESS CORPORATION (FOREIGN)	GOOD STANDING
Filing Date	Expiration Date	Jurisdiction	
02/27/2017	N/A	DELAWARE	
Other Names		(A=Assumed ; F=Former)	
NONE			

Clerk/Registered Agent

NORTHWEST REGISTERED AGENT LLC
415 CONGRESS STREET, STE 202A
PORTLAND, ME 04101

[Back to previous screen](#)[New Search](#)

Click on a link to obtain additional information.

[List of Filings](#)[View list of filings](#)**Obtain additional information:**[Certificate of Existence \(more info\)](#)[Short Form without amendments \(\\$30.00\)](#)

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files.
If you encounter problems, visit the [troubleshooting page](#).



If you encounter technical difficulties while using these services, please contact the [Webmaster](#). If you are unable to find the information you need through the resources provided on this web site, please contact the Bureau's Reporting and Information Section at 207-624-7752 or [e-mail](#) or visit

EXHIBIT C-12

APPLICABLE REBATE INFORMATION: EFFICIENCY MAINE



Commercial & Industrial Prescriptive Program

Information for Qualified Partners

Lighting Solutions**

Effective 7/1/17 - 9/30/17*

Interior Lighting Measure Code	Measure Description	Measure Subcode	Incentive
S21	Recessed, Surface and Pendant-Mounted LED Downlight	N/A	\$10
S30	Refrigerated Case LED Light Fixture	N/A	\$90 per Door
S32	Refrigerated Case LED Horizontal Light Fixture	N/A	\$25 per Foot
S51	Space Lighting Design with New LED Luminaires	LED 2x2 Interior Fixture <40W LED 2x2 Interior Fixture ≥40W LED 2x4 Interior Fixture <50W LED 2x4 Interior Fixture ≥50W LED 1x4 Interior Fixture <40W LED 1x4 Interior Fixture ≥40W	\$70 \$70 \$75 \$75 \$70 \$70
S52	LED Retrofit Kits for Interior Luminaires	Integrated Retrofit Kit for LED 2x2 Interior Fixture Integrated Retrofit Kit for LED 2x4 Interior Fixture Integrated Retrofit Kit for LED 1x4 Interior Fixture Linear Retrofit Kit for LED 2x2 Interior Fixture Linear Retrofit Kit for LED 2x4 Interior Fixture Linear Retrofit Kit for LED 1x4 Interior Fixture	\$65 \$65 \$65 \$50 \$50 \$50
S61	High/Low Bay Design with New Fixtures	LED High/Low Bay Fixtures <100W LED High/Low Bay Fixtures ≥100- <150W LED High/Low Bay Fixtures ≥150- <200W LED High/Low Bay Fixtures ≥200- <300W LED High/Low Bay Fixtures ≥300W	\$10 \$30 \$95 \$115 \$185
S62	LED Retrofit Kits for High/Low Bay Fixtures	LED High/Low Bay Fixtures <150W LED High/Low Bay Fixtures ≥150W	\$175 \$225
S64	LED High/Low Bay Mogul Screw-Base Replacement Lamps for HID Lamps	Replacement Lamps Type A <50W Replacement Lamps Type A ≥50W Replacement Lamps for Low-Bay (Type B/C) <80W Replacement Lamps for Low-Bay (Type B/C) ≥80W Replacement Lamps for High-Bay (Type B/C) <120W Replacement Lamps for High-Bay (Type B/C) ≥120W	\$60 \$130 \$150 \$200 \$225 \$275
S81	Space Lighting Design with New LED Linear Ambient Luminaires	LED Linear Ambient Luminaire <50W LED Linear Ambient Luminaire ≥50 - <100W LED Linear Ambient Luminaire ≥100W	\$60 \$100 \$125
S110	LED T8 Replacement Lamps	Type A LED Lamp Type C LED Lamp	\$5 \$10

Efficiency Maine is the independent administrator for energy efficiency programs in Maine. Efficiency Maine's mission is to lower the cost and environmental impacts of energy in Maine by promoting cost-effective energy efficiency and alternative energy systems to help customers save electricity, natural gas and heating fuels throughout all levels of the Maine economy.

efficiencymaine.com

866-376-2463

6/23/17 EMECommIndPres

*This information sheet is updated quarterly. The next update period will be 10/1/2017-12/31/2017.

**See Measure Code Reference Guides by Solution for specific measure eligibility criteria.



Commercial & Industrial Prescriptive Program

Information for Qualified Partners

Effective 7/1/17 - 9/30/17*

Lighting Solutions**

Controls			
Measure Code	Measure Description	Measure Subcode	Incentive
L50	Cooler Case Mounted Occupancy Sensor For LED Fixtures	N/A	\$30 per Door
L60	Fixture Mounted Occupancy Sensor	N/A	\$35
L70	Occupancy Sensors Remote Mounted Only	N/A	\$60
L71	Vacancy Sensors	N/A	\$30

Exterior Lighting			
Measure Code	Measure Description	Measure Subcode	Incentive
S6	Outdoor LED Mogul Screw-Base Replacement Lamps for HID Lamps Type B & C Only	Low Output (250-5,000 lm)	\$65
		Mid Output (>5,000-10,000 lm)	\$80
		High Output (>10,000 lm)	\$90
S8	LED Retrofit Kits for Streetlights, Parking Lot Lights and Fuel Pump Canopy Fixtures	<50W	\$100
		≥50-<100W	\$125
		≥100-<200W	\$175
		≥200W	\$200
S11	Outdoor Pole-Mounted LED Streetlight or Parking Lot Fixture	<50W	\$80
		≥50-<100W	\$130
		≥100-<250W	\$180
		≥250W	\$600
S13	Outdoor Wall-Mounted & LED Area Fixture (Wallpack)	N/A	\$100
S17	LED Canopy or Parking Garage Fixtures	<50W	\$70
		≥50-<80W	\$100
		≥80-<130W	\$75
		≥130W	\$70
S23	LED Flood and Spot Lights	LED Flood/Spot <50W	\$125
		LED Flood/Spot 50-100W	\$200
		LED Flood/Spot >100W	\$250

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efficiencymaine.com

866-376-2463

6/23/ENMECommIndPres

*This information sheet is updated quarterly. The next update period will be 10/1/2017-12/31/2017.

**See Measure Code Reference Guides by Solution for specific measure eligibility criteria.

EXHIBIT C-13

TRANSFER OF OWNERSHIP FROM UTILITY TO PORTLAND INVENTORY

Refer to attached spreadsheet.

EXHIBIT C-14

PORTLAND OWNED INVENTORY (NO TRANSFER OF OWNERSHIP REQUIRED)

Refer to attached spreadsheet.



City of Portland, Maine

Request for Proposals – Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality RFP #2917

The City of Portland, Maine is inviting qualified companies to submit proposals for the design and implementation of City-wide street light enhancements and conversions to LED fixtures. Proposals must be submitted no later than **3:00 p.m. on Wednesday, November 9, 2016**. Late, unsigned bids or bids submitted electronically shall not be accepted. Six (6) complete hard copies of your proposal, including any descriptive literature, shall be submitted on the forms provided and in an envelope plainly marked on the outside with the RFP's title and number along with one (1) digital copy on a flash drive.

Proposals from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Request from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this RFP.

GENERAL

Project Background

The City of Portland (City) incurs significant annual costs related to street lighting. Approximately 6,100 of the existing street lights in the City are owned by the local investor owned utility, Central Maine Power. The City owns another 600 lights in, primarily, decorative fixtures. Through this RFP, the City is interested in selecting a service provider to assist it in reducing street light costs by retrofitting these street lights to LED technology and enhancing their functionality by implementing advanced controls. The City anticipates the scope of work to include upgrading the pole mounted street lights as well as lighting in City parking facilities. The City wishes to explore the deployment of environmental sensors and other "smart city" elements in the LED conversion process.

The City seeks to build a network of LED streetlights with advanced controls that can serve as the backbone on which to deploy "smart city" technologies that offer increased functionality of infrastructure, innovative services to residents and visitors, and opportunities for public/private partnerships that may expand services while providing revenue streams to the City. Firms are invited to describe how elements of this vision may be incorporated into this project.

Inventories of utility owned street lights and City owned streetlights are included in this document.

Scope of Services

The City is seeking proposals from qualified service providers (referred to variously as “proposer”, “firm”, or “contractor”). This proposal is to be a turn-key proposal that includes: undertaking an IGA (Investment Grade Audit) of the street lights and their attributes, performing an independent and certified lighting design analysis which includes designing each unique street to either an RP 8-14 standards where applicable or at a standard to be specified; providing a comprehensive financial analysis to indicate ROI (Return On Investment), savings and payback period; completing all applicable incentive applications; carrying out all procurement requirements; applying on behalf of the City for all available grants and rebates relating to the LED conversion project; performing project management functions; undertaking or overseeing the LED luminaire installation and the recycling/disposal of all waste material; and identifying any Financing Options that the supplier can provide. The service provider must also demonstrate experience in performing street light acquisitions from Electric Utilities or submit a detailed approach to how best perform an acquisition and the options associated with an acquisition. The service provider must also have experience implementing advanced lighting controls to increase the functionality of the lighting system as well as experience deploying environmental sensors that can provide data to support a variety of “smart city” technologies including advanced traffic signal controls, parking control and enforcement, pedestrian and traffic counts, and other public safety functions. The City may also consider additional functionality to include public Wi-Fi, public information kiosks, and electric vehicle charging.

Conflict of Interest

The City seeks to work with firms that represent consumers, not suppliers, avoiding both the appearance, as well as any actual conflict of interest. Any subsequent disclosure of a conflict of interest after the award has been made, but which existed at the time of proposal submission, will be grounds for termination of any resulting contract

General

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City’s Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

It is the custom of the City of Portland, Maine to pay its bills 30 days following equipment delivery and acceptance, and following the receipt of correct invoices for all items covered by the purchase order. If your organization prefers to receive payment via electronic transfer rather than by check, please see the web link below* and include that EFT form with your bid submission. In submitting bids under these specifications, bidders should take into account all discounts; both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use tax as well as all Federal excise taxes.

* <http://www.portlandmaine.gov/DocumentCenter/Home/View/817>

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

Insurance Requirements

The successful bidder shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City, and naming the City as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

Equal Employment Opportunities

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment.

October 6, 2016

Matthew F. Fitzgerald
Purchasing Manager

PROPOSAL FORMAT

Proposals must be submitted in the following format using the numbering sequence outlined below. This is the minimum information to be provided and will be used in the evaluation process. Proposals are to be limited to a maximum of 25 pages excluding addendums

A. Cover Letter

A cover letter signed by an authorized representative of the company of Proposer shall outline the intent of the response and shall state that the information contained in the Proposal accurately describes the services to be provided

B. Company Profile

- Provide a description of the your firm's company or business, its purpose, history and successes, including the number of years in LED street lighting business and major successes.
- List any similar projects completed or underway, the client/owner, and the approximate value of the work.
- Describe your firm's experience developing projects that conform to relevant state laws, local standards, and local Public Utility Commission rules.
- Provide examples where the firm has successfully assisted municipalities with evaluation and acquisition of their street lights from electric utilities.
- Describe the firm's experience deploying smart city and IoT (internet of things) technology as part of LED street lighting projects.
- Describe partnerships with vendors, technology providers, or service providers and describe how these have added value to previous projects.

C. Key Personnel

Identify key personnel that would be employed for this program and provide a detailed resume/CV of their relevant experience, education & successes. Key personnel should demonstrate ample experience in managing turn-key street lighting projects.

D. References

Include a list of at least three (3) projects that the Proposer has successfully completed an LED retrofit and provide associated references and contact information for the persons or organizations that engaged the Proposer. By submitting a proposal, the Proposer consents to City contacting these references, and consents to City also contacting any other organization for the purposes of evaluating the Proposal.

E. Approach

Describe the approach and/or process proposed to address the project requirements. Include any notable methodologies, tools and techniques, and their respective suitability to this project. Also provide a project plan that reflects your proposed approach/process and demonstrates your ability to meet the milestones.

The following key components must be included in the approach description:

1. Audit

The provider will determine the existing street and outdoor light inventory via a Geographic Information Systems (GIS) inventory assessment of all the street lights and outdoor lights included in the project. The provider should list the attributes that they collect and describe how they relate to the design process.

During the inventory assessment, the provider will report and review all issues with the City weekly so that the City may begin to address them in order to minimize any delay on the eventual conversion.

The proponent must produce an electronic inventory file suitable for use in common GIS software (e.g. ESRI ArcMap), as well as Microsoft Excel, that contains the required attributes.

Based on the inventory, utility bill analysis, and consultation on controls and/or other products, the Proposer will develop an Audit Report which will include:

- Deficiencies in the current street lighting network
- Baseline energy use, energy cost and operations & maintenance costs
- Estimated retrofit energy use and operations & maintenance costs
- Estimated sources of funding, including rebates
- Calculation of estimated total conversion cost (remaining design tasks, product, and installation), energy reduction, and simple payback

The City seeks Proposers who can provide the strongest case for why their Audit will be most accurate and support approval by the City.

2. Financial stability and capability

- Proposer should demonstrate the capacity to finance street lighting projects by having financed or been part of a financing project using an Energy Savings Performance Contract (ESPC).
- Should the City opt for this type of financing, the Proposer must produce an ESPC contract at the time opt in.

- Proposer must have experience with a range of financing mechanisms in order to advise the City on the most advantageous approach.

3. Design

The design of an LED network will have a measurable impact on both the life cycle savings as well as overall light quality. Proposers must include a design component in the scope of work.

The determination of adequate light levels for safety of pedestrians, cyclists, and vehicles is guided by the Illuminating Engineering Society (IES) Standard for Roadway Lighting (RP-8-14). The City recognizes that existing pole placement limits the degree to which IES standards may be met. The City will look favorably upon proposals that use design methodologies that will best deliver adequate lighting through the City for the expected life of the products and the City's desire for specific goals associated with customized lighting levels. IES standards may not be the standard selected by the City. Additionally, the designer should incorporate an analysis of the following data points to identify target areas that may need special consideration:

- Pedestrian/vehicle and bicycle/vehicle crash data for the last 5 years to identify areas where light levels and/or spacing have affected public safety.
- Important localized land uses (e.g. parks, schools, hospitals, etc.)
- Relative volumes of pedestrian and bicycle activity
- Unique neighborhood characteristics

The provider should describe their design process, including how actual light levels are measured before & after the conversion, and how designs are modified for unique street characteristics.

4. Project Management

Proposers shall describe their approach to Project Management and how this will impact cost, quality control and timing of the project.

- Qualifications and experience of Project Team
- Experience in projects managing multiple projects simultaneously
- Experience in projects managing large LED retrofits of similar scale
- Detailed description on how the project will be managed including:
 - A description of the methods to be employed in the performance and coordination of the work that will control the scope, quality, schedule and cost of the Project
 - The anticipated risks and assumptions that will be part of completing the Project
 - Any special challenges or considerations foreseen by the Proposer and proposed solutions for each.

5. Technology Procurement

a. Fixtures

Describe the process for selecting appropriate fixtures.

The Proposer should develop complete and detailed specifications for LED Luminaires to replace lighting fixtures. The specifications will be non-proprietary performance specifications describing all relevant photometric, electrical, physical, and durability characteristics of the luminaires.

The Proposer should provide details on their method of developing specifications and how that ensures that appropriate quality standards are met.

b. Smart Controls, IoT, and other Smart City solutions

The Proposer will advise the City on the use of controls in terms of impact on safety, standardization, and energy and cost savings. The Proposer should be able to present analysis of how advanced controls could impact the total life-cycle costs of the system. The Proposer should also propose to the City other value-add systems and discuss with the City their financial impacts, commercial readiness, and alignment with utility policies. These systems include environmental sensors that can generate data to support additional functionality in allied infrastructure and services including traffic controls, parking, public safety, and electronic communication.

The City will require open APIs in all control systems order to ensure functionality across platforms and to ensure our ability to expand the system.

6. Installation & Maintenance

Based on the finalized design, the Proposer will describe their approach to installation and maintenance or oversight as an owner representative. The following elements should be covered:

- Description of Work
- Required installation schedule
- Reference standards
- Submittals
- Quality Assurance and Warranty
- Installation
- Field Quality Control
- Adjusting and Cleaning
- Disposal

7. Construction Administration

The Proposer will describe their approach to Construction Administration including the following:

- Perform a sampling of spot-checks on installed lights to ensure proper installation procedures are being followed, especially at the beginning of the project
- Manage data on installations and provide a weekly status update of the of the project
- Confirmation of satisfactory installation completion by install contractor

8. Acquisition of Street Lights

The Proposer will describe their experience and methodology for assisting municipalities in acquiring their street lights.

9. Rebates/Incentives

The Proposer will describe their experience and approach to managing rebates/incentives for street lights on behalf of municipalities.

F. Value Added Services

The City seeks opportunities to provide the public with enhanced services and to make management of municipal infrastructure more efficient. Proposers should describe how they can leverage the functionality of an advanced LED streetlight network to offer value added services. These may include public facing elements such as citywide Wi-Fi, electric vehicle charging, and public information kiosks as well as operational functions such as advanced traffic and parking management, public safety applications, and location analytics. Each Proposer should describe services or products it can provide and detail what the Proposer is prepared to supply as part of a contract. The City is open to collaborations with third party partners so discussion may include opportunities for the City to monetize elements of the infrastructure through public/private partnerships.

G. Additional Information

The proposer may provide other information that may be relevant for the review and evaluation of the prospective vendor's experience or capabilities.

H. Project Schedule

The selected Proposer shall begin work immediately upon contract signing and complete the tasks in their entirety within a reasonable yet aggressive schedule.

I. Submission

Six (6) paper copies and one (1) digital copy of the proposal must be submitted. No faxed or e-mailed submissions will be considered. Please submit the electronic copy on a thumb drive in PDF format and enclose with your paper copies.

J. Proposer Selection

At its discretion, the City may select a firm outright or select a finalist(s) for in-person interviews. The City reserves the right to negotiate directly with the firm selected for additional project work at a negotiated contract for services. The City reserves the right to accept or reject any or all proposals for any reason, to negotiate with any individual or firm and to select one or more of the proposals. Attachment B includes a table that identifies the selection criteria which will be used to rank proposals.

K. Questions

All questions shall be directed in writing ONLY to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date (FAX 207-874-8652, or E-mail jrl@portlandmaine.gov). Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

PROPOSAL FORM

**Request for Proposals --
Conversion of City Street Light System to LED Fixtures
and from Utility Owned To Municipally Owned
and Maintained Fixture on Utility Owned Poles
RFP #2917**

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER: _____

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

ATTACHMENT A – Participating City Profile

City PROFILE	Approximate Units
Portland, Maine	
Lane Miles of Road	568
Street Lights attached to utility or decorative poles and scheduled for replacement through this project	6,700
Population	66,000

Electricity Supply Costs	Streetlight Group A	Streetlight Group B
Energy Rate	\$0.584	\$0.0568
Capacity Rate	\$0.0002	\$0.0001
Total Supply Rate	\$0.0586	\$0.05569
Supply Spend (annual)	\$109,645	\$76,640
T&D Rate	\$0.161	\$0.161
T&D Spend (annual)	\$154,505	\$217,033
kWh (annual)	1,872,677	1,348,029

ATTACHMENT B – Rating Categories

The following table will be used to rank proposals in the selection process:

RATING CATEGORY	WEIGHT
Company Capability & Experience - Respondent demonstrates strong knowledge of street light technology, quality standards, and design requirements. - Respondent documents relevant experience - Managing or performing all aspects of the proposed project - With comparably sized projects in urban and suburban environment - Knowledge of municipal street lighting operations and maintenance - Experience or demonstrated understanding of utility requirements and incentives. - Experience in assisting municipalities with evaluation and acquisition of their street lights - Experience providing and/or recommending financing solutions for street light conversions - Possession of unique tools and technologies to improve system performance - Experience incorporating smart cities and IoT technologies into LED street light conversions - Sufficient qualified staff to support project implementation	40
Project Approach - Describes a coherent, convincing plan to meet or exceed requirements of scope of work for all tasks - Includes a detailed project plan that accelerates implementation where possible - Includes a description of a rigorous Audit Report that can be used to support financing of the remaining project costs - Includes a design approach that will meet the City's goals of safety, standardization, and minimizing lifecycle costs - Includes a project management approach which demonstrates efficiencies in time and cost - Describes the City's involvement in all phases and describes an efficient use of their time and resources (e.g. efficient plan for meetings, use of police details or avoiding them) - Describes opportunities to implement smart cities and IoT technologies that enhance the capabilities of urban infrastructure and provide improved services to residents and visitors. - Identifies opportunities for public/private partnerships that may provide services to the public and potentially generate revenue for the City.	60

City of Portland Owned Street Lights

AREA/STREETS	WATTS	VOLTAGE	TYPE	METER	METER #	FIXTURES	\$PER/MO	STYLE	MISC.
Congress St.	250	120	Metal Halide	No	N/A	51	XXXX	Esplanade	Green Decorative
Congress St.	70	120	Metal Halide	No	N/A	102	XXXX	Esplanade	Green Decorative
Exchange St	100	120	Metal Halide	No	N/A	35	XXXX	Washington	
Fore St. (Exchange - Franklin)	100	120	Metal Halide	No	N/A	20	XXXX	Washington	
Franklin Arterial (Fore - Commercial)	100	120	Metal Halide	No	N/A	3	XXXX	Washington	
Post Office Park	100	120	Metal Halide	Yes	AB22038232	9	\$173.05	UNK	Market St.
Moulton/Dana/Wharf	40/175	120/240	Incad/Merc Vap	Yes	AB28616501	31	\$223.39	Lantern	Needs updating
Custom House St.	100	120	Metal Halide	No	N/A	2	XXXX	Washington	
Myrtle St.	250	120	Metal Halide	Yes	City Hall	4	XXXX	Esplanade	Green Decorative
Myrtle St.	70	120	Metal Halide	Yes	City Hall	8	XXXX	Esplanade	Green Decorative
Cumberland/ Chesnut	175	120	Metal Halide	No	N/A	3	XXXX	Esplanade	
Lower Chestnut	175	120	Metal Halide	Yes	AB22728084	14	\$113.36	Esplanade	Silver
Somerset/ Pearl	175	120	Metal Halide	Yes	SA57106067	10	\$239.78	Esplanade	Silver
Portland Pier	175	120	Merc Vapor	Yes	SA77846414	8	\$63.99	Nautical	
High / Free	250	120	Metal Halide	No	N/A	3	XXXX	Esplanade	Green Decorative
High / Free	70	120	Metal Halide	No	N/A	6	XXXX	Esplanade	Green Decorative
Custom House / Fore St. (corner)	100	120	Metal Halide	Yes	Private	7	XXXX	Washington	Pd by Building
Fore River Pkwy/ Congress	150	480	HPS	Yes	AB99669129	9	\$194.85	Mongoose	Silver / Mast Arm
Fore River Pkwy (Frederick St)	100	480	HPS	Yes	AB21637477	29	\$191.05	Hallbrook	Green Trail
Veterans Bridge (Controller)	150	120	HPS	Yes	AB21001121	9	\$181.98	Mongoose	Mast Arm
Veterans Bridge /W. Comm.	100	480	HPS	Yes	AB19258963	38	XXXX	Hallbrook	Green Trail
Veterans Bridge /W. Comm.	150	480	HPS	Yes	AB19258963	15	\$426.20	Mongoose	Silver
Longfellow Square	70	120	Metal Halide	No	N/A	4	XXXX	Esplanade	Green Decorative
Monument Square	1000	120/240	Metal Halide	Yes	AB06483167	2	\$110.00	Round Flood	Pierce Atwood
Monument Square	1000	120/240	Metal Halide	Yes	WH7689591	2	\$119.00	Round Flood	Maine Bank & Trust
Monument Square	1000	120/240	Metal Halide	Yes	AB85251348	2	\$125.00	Round Flood	22 Monument Sq
Monument Square	250	120	Metal Halide	Yes	O3433482	6	???	Monument Lts	Monument Sq
Lower Congress St (MMC)	70	120	Metal Halide	No	N/A	22	XXXX	Esplanade	Green Decorative
Thompson Pt. (end of Sewall St.)	150	240	HPS	Yes	AB99526656	5	\$66.17	Mongoose	
Stone St.	250	120	Metal Halide	No	N/A	3	XXXX	Esplanade	Green Decorative
Cumberland/ Preble	70	120	Metal Halide	No	N/A	10	XXXX	Esplanade	Green Decorative
Baxter / Vannah (Controller)	250	120	Metal Halide	Yes	AB18449378	4	\$61.81	Esplanade	Mast Arm
Forest / Bedford (Controller)	150	120	HPS	Yes	61020017	2	\$61.13	Cutoff Luminaire	Mast Arm
Marginal / Preble (Controller)	150	120	HPS	Yes	59105141	2	\$68.74	Mongoose	Mast Arm
Johnson / Skyway (Controller)	150	240	HPS	Yes	77328932	4	\$75.27	Mongoose	Mast Arm
Tommy's Park	100	120	Metal Halide	Yes	SA99043828	3	\$25.00	Granville	Cmr Middle/ Exc.
Center / Fore (Controller)	100	120	Merc Vapor	Yes	LG34779885	2	\$100.28	Small flood	Gorham's Corner
Marginal / Preble	175	120	Metal Halide	Yes		7		Esplanade	Silver
Congress/ MMC	70	120	Met	Yes		20		Esplanade	Green Decorative
Forest Ave (Congress to Cumberland)	250	120	Metal Halide	Yes		9		Esplanade	Green Decorative
Forest Ave (Congress to Cumberland)	70	120	Metal Halide	Yes		18		Esplanade	Green Decorative
Congress St. (front of City Hall)	250	120	Metal Halide	Yes		8		Esplanade	Green Decorative
Federal (Pierce Atwood)	70	120	Metal Halide	Yes		4		Esplanade	Green Decorative
New Veteran's Bridge				Yes		29		Mongoose	Accent Lts (Silver)
New Veteran's Bridge				Yes		18		unk	Bike-way Lts.
Charles St/ MMC						602			

Street Light Inventory - CMP-Leased Units - January 4, 2016

Account Number	Group	Quantity	Type	Wattage	Lighting		Unit Cost	Group Cost
					Delivery	Equipment		
					Cost	Cost		
441-149-3430-001	School	3	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$51.18
	School	18	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$314.82
	School	7	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$88.48
	School	18	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$393.84
	School	1	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$21.63
	School	1	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$10.04
	School	1	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$23.37
	School	1	Metal Halide Cut Off	400	\$8.26	\$20.80	\$29.06	\$29.06
	School	1	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$13.61
	School	1	Special Facilities					\$108.11
		52					Group Cost	\$1,054.14
441-149-6480-001	E Pen D	16	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$294.40
	E Pen D	25	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$286.25
	E Pen D	15	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$350.55
	E Pen D	40	Halide Enclosed	100			\$4.14	\$165.60
	E Pen D	23	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$249.32
	E Pen D	3	Metal Halide Flood	250	\$5.42	\$18.71	\$24.13	\$72.39
	E Pen D	4	Halid Spc EspInd	175	\$3.80	\$28.75	\$32.55	\$130.20
	E Pen D	13	Sodium Decashield	400	\$8.36	\$20.21	\$28.57	\$371.41
	E Pen D	101	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$930.21
	E Pen D	90	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$903.60
	E Pen D	138	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$1,527.66
	E Pen D	194	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$2,452.16
	E Pen D	103	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$1,757.18
	E Pen D	27	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$584.01
	E Pen D	15	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$262.35
	E Pen D	14	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$306.32
	E Pen D	135	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$1,545.75
	E Pen D	39	Halide Enclosed	250			\$9.63	\$375.57
	E Pen D	82	Halide Enclosed	70			\$3.06	\$250.92
	E Pen D	25	Halide Spc Hlbrk	175	\$3.80	\$25.75	\$29.55	\$738.75
	E Pen D	85	Sodium Decashield	25	\$5.42	\$14.35	\$19.77	\$1,680.45
	E Pen D	21	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$225.96
	E Pen D	30	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$408.30
	E Pen D	2	Halid Spc Espind	70	\$1.72	\$22.95	\$24.67	\$49.34
	E Pen D	1	Special Facilities					\$577.01
		1241					Group Cost	\$16,495.66

Street Light Inventory - CMP-Leased Units - January 4, 2016

Account Number	Group	Quantity	Type	Wattage	Delivery Cost	Lighting Equipment Cost	Unit Cost	Group Cost
441-149-7680-001	Peaks Isl	223	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$2,238.92
	Peaks Isl	2	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$22.14
	Peaks Isl	2	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$34.98
	Peaks Isl	20	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$215.20
		247					Group Cost	\$2,511.24
441-149-7707-001	LTL DIMND	23	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$230.92
	LTL DIMND	1	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$10.76
		24					Group Cost	\$241.68
441-149-7712-001	GRT DMND	5	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$53.80
	GRT DMND	28	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$281.12
	GRT DMND	4	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$44.28
	GRT DMND	3	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$27.63
		40					Group Cost	\$406.83
441-149-7726-001	Cliff Isl	43	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$431.72
	Cliff Isl		Special Facilities					\$20.94
							Group Cost	\$452.66
441-150-0429-001	W PEN C	67	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$911.87
City Pole	W PEN C	33	Sodm Spc Halbrk	100	\$2.33	\$25.00	\$27.33	\$901.89
	W PEN C	4	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$93.48
	W PEN C	13	Sodm Spc Esplnd	250	\$5.42	\$30.36	\$35.78	\$465.14
	W PEN C	6	Sodium Decashield	400	\$8.36	\$20.21	\$28.57	\$171.42
	W PEN C	381	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$3,509.01
	W PEN C	4	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$87.52
	W PEN C	93	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$933.72
	W PEN C	208	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$2,302.56
	W PEN C	305	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$3,855.20
	W PEN C	82	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$1,398.92
	W PEN C	10	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$216.30
	W PEN C	14	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$244.86
	W PEN C	216	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$2,473.20
	W PEN C	13	Halide Enclosed	250			\$9.63	\$125.19
	W PEN C	26	Halide Enclosed	70			\$3.06	\$79.56
	W PEN C	65	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$744.25
	W PEN C	12	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$220.80
	W PEN C	22	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$236.72
	W PEN C	77	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$834.68
City Pole	W PEN C	4	Sodm Spc Halbrk	100	\$2.33	\$25.00	\$27.33	\$109.32
	W PEN C	1	Metal Halide Flood	400	\$8.26	\$21.77	\$30.03	\$30.03
	W PEN C	1	Area Lighting				\$21.38	\$21.38
	W PEN C	1	Special Facilities				\$671.35	\$671.35
		1658					Group Cost	\$20,638.37

Street Light Inventory - CMP-Leased Units - January 4, 2016

Account Number	Group	Quantity	Type	Wattage	Delivery Cost	Lighting Equipment Cost	Unit Cost	Group Cost	
441-150-0434-001	East A	50	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$680.50	
	East A	15	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$276.00	
	East A	22	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$251.90	
	East A	623	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$5,737.83	
	East A	134	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$1,345.36	
	East A	157	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$1,737.99	
	East A	257	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$3,248.48	
	East A	44	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$750.64	
	East A	2	Sodium Enclosed	400	\$8.36	\$13.27	\$21.63	\$43.26	
	East A	8	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$139.92	
	East A	8	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$175.04	
City Pole	East A	384	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$4,396.80	
	East A	86	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$932.24	
	East A	41	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$441.16	
	East A	3	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$70.11	
City Pole	East A	9	Hald Spc Esplnd	175	\$3.80	\$28.75	\$32.55	\$292.95	
	East A	1	Area Lighting				\$42.12	\$42.12	
	East A	1	Special Facilities				\$7,280.50	\$7,280.50	
		1845					Group Cost	\$27,842.80	
441-150-0448-001	West B	114	Sodium Cut Off	50	\$1.17	\$9.67	\$10.84	\$1,235.76	
	West B	7	Sodium Flood	400	\$8.36	\$13.52	\$21.88	\$153.16	
	West B	17	Sodium Cut Off	100	\$2.33	\$9.12	\$11.45	\$194.65	
	West B	16	Sodium Cut Off	70	\$1.72	\$9.04	\$10.76	\$172.16	
	West B	1	Sodium Cut Off	400	\$8.36	\$15.01	\$23.37	\$23.37	
	West B	535	Sodium Enclosed	50	\$1.17	\$8.04	\$9.21	\$4,927.35	
	West B	49	Sodium Enclosed	70	\$1.72	\$8.32	\$10.04	\$491.96	
	West B	78	Sodium Enclosed	100	\$2.33	\$8.74	\$11.07	\$863.46	
	West B	68	Sodium Enclosed	150	\$3.50	\$9.14	\$12.64	\$859.52	
	West B	1	Sodium Enclosed	250	\$5.42	\$11.64	\$17.06	\$17.06	
	West B	4	Sodium Flood	250	\$5.42	\$12.07	\$17.49	\$69.96	
	West B	49	Sodium Post Top	100	\$2.33	\$9.12	\$11.45	\$561.05	
	West B	5	Sodium Cut Off	150	\$3.50	\$10.11	\$13.61	\$68.05	
	West B	1	Sodium Cut Off	250	\$5.42	\$12.98	\$18.40	\$18.40	
	West B	1	Special Facilities				\$68.09	\$68.09	
		946					Group Cost	\$9,724.00	
		6096 Fixtures					Total Cost	Per Month	\$79,367.38
								Per Year	\$952,408.56



PRESENTED TO
CITY OF PORTLAND, MAINE
11/9/2016

RESPONSE TO REQUEST FOR PROPOSALS

RFP #2917

CONVERSION OF CITY STREET LIGHT SYSTEM TO LED FIXTURES AND TRANSFER OF OWNERSHIP FROM UTILITY TO MUNICIPALITY



PRESENTED BY: TEN CONNECTED SOLUTIONS

TEN Maine

19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 1918

TEN New England

51 Melcher Street
Boston MA 02210

TEN DC/Baltimore

9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

855.429.1010 | tenconnected.com | info@tenconnected.com



PROPOSAL FORM

Request for Proposals –
Conversion of City Street Light System To LED Fixtures and from Utility Owned To
Municipally Owned and Maintained Fixture On Utility Owned Poles
RFP #2917

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: #1, #2, #3, and #4 _____

COMPANY NAME: TEN Connected Solutions, Inc.

AUTHORIZED SIGNATURE: _____ 

DATE: 11/8/16

PRINT NAME & TITLE: Troy T. Geanopoulos, Chief Executive Officer

ADDRESS: 19 Yarmouth Road, New Gloucester, ME 04260 and 1501 Reedsdale Street, Ste. 401, Pittsburgh, PA 15233

EMAIL ADDRESS: troy.geanopoulos@tenconnected.com

PHONE NUMBER: 412-576-5002 FAX NUMBER: 412-429-8889

TYPE OF ORGANIZATION-PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER: Corporation

STATE OF INCORPORATION: Delaware

FEDERAL TAX IDENTIFICATION NUMBER (Required): 81-3028722

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility
to Municipality
RFP #2917

Current Date: October 25, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

MATTHEW FITZGERALD
PURCHASING MANAGER

We received the following question and are providing a response via this addendum:

- Q. You have included Portland's fixture inventory yet there is no mention of pricing in the RFP document. Please confirm whether or not you are expecting pricing with the response.
- A. The City will review all proposals based on the criteria listed in the RFP document, which do not include price. The review committee will select the firm they feel offers the best solution for the City and enter into negotiations regarding project implementation and cost. We anticipate proposals that offer a variety of project approaches, services, and technology. Consequently, it would be difficult to compare price quotes fairly at this time. Proposers should be aware, however, that the City anticipates a project that offers high value and will closely scrutinize costs at all stages of implementation

Receipt of Addendum No. 1 to the City of Portland's RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality is hereby acknowledged.

COMPANY: TEN Connected Solutions, Inc.

NAME: Patrick Regan

SIGNED BY: Patrick Regan DATE: 10/28/16

PRINT NAME & TITLE: Patrick Regan, VP Streetlighting and Smart Cities

ADDRESS: Local ofc. 19 Yarmouth Drive, New Gloucester, ME 04260

HQ: 1501 Reedsdale Street, Suite 401 ZIP CODE
Pittsburgh, PA 15233

CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917

Current Date: October 26, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

MATTHEW FITZGERALD
PURCHASING MANAGER

We received the following question and are providing a response via this addendum:

1. *Are funds for this project budgeted / approved for 2017?*

The City currently has \$100,000 available in the Capital budget for the streetlight project. There are additional funds proposed in next year's capital budget, the amount of which may be adjusted depending on how the City chooses to finance the project. The City is not wed to funding the project with a municipal bond and will explore alternative funding sources that may be proposed.

2. *Who is your utility provider? (We ask this for rebate purposes).*

The investor owned electric utility serving Portland is Central Maine Power.

<http://www.cmpco.com/>

The State efficiency agency is Efficiency Maine: <http://www.efficiencymaine.com/>

Receipt of Addendum No. 2 to the City of Portland's RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality is hereby acknowledged.

COMPANY: TEN Connected Solutions, Inc.

NAME: Patrick Regan

SIGNED BY: Patrick Regan DATE: 10/28/16

PRINT NAME & TITLE: Patrick Regan, VP Street Lighting and

ADDRESS: Local ofc. 19 Yarmouth Drive, Suite 301 Smart Cities
New Gloucester, ME 04260

HQ: 1501 Reedsdale Street, Suite 401 ZIP CODE
Pittsburgh, PA 15233

CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917

Current Date: October 31, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

MATTHEW FITZGERALD
PURCHASING MANAGER

We received additional questions related to this RFP and are providing a response via this addendum on the next page.

Receipt of Addendum No. 3 to the City of Portland's RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality is hereby acknowledged.

COMPANY: TEN Connected Solutions, Inc.

NAME: Patrick Regan

SIGNED BY: Patrick Regan DATE: 10/31/16

PRINT NAME & TITLE: Patrick Regan, VP Street Lighting and Smart Cities

ADDRESS: Local ofc. 19 Yarmouth Drive, New
Gloucester, ME 04260

ZIP CODE

HQ: 1501 Reedsdale Street, Suite 401
Pittsburgh, PA 15233

CITY OF PORTLAND, MAINE
Conversion of City Street Lights to LED Fixtures &
Transfer of Ownership from Utility to Municipality
RFP #2917

Current Date: November 2, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

MATTHEW FITZGERALD
PURCHASING MANAGER

We received additional questions related to this RFP and are providing a response via this addendum on the next page. This will be the final addendum issued and we will be unable to respond to any further questions.

Receipt of Addendum No. 4 to the City of Portland's RFP #2917: Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality is hereby acknowledged.

COMPANY: TEN Connected Solutions, Inc.

NAME: Patrick Regan

SIGNED BY: Patrick Regan DATE: 11/2/16

PRINT NAME & TITLE: Patrick Regan, VP Street Lighting and Smart Cities

ADDRESS: Local ofc. 19 Yarmouth Drive, Suite 301,

New Gloucester, ME 04260

HQ: 1501 Reedsdale Street Suite 401 ZIP CODE
Pittsburgh, PA 15233



Contents

A. Cover Letter	4
B. Company Profile	5
C. Key Personnel	10
D. References	13
E. Approach	21
1. Audit	23
2. Financial Stability and Capability	28
3. Design	29
4. Project Management	34
5. Technology Procurement	39
6. Installation & Maintenance	46
7. Construction Administration	50
8. Acquisition of Street Lights	52
9. Rebate/Incentives	53
F. Value Added Services	54
G. Additional Information	55
H. Project Schedule	56

Attachment 1: Key Personnel Detailed Resumes/CVs

**Attachment 2: City of Baltimore Street Lighting Upgrade Project Bi-weekly Report dated
October 28, 2016**

Attachment 3: City of Harrisburg Case Study

Attachment 4: Project Photo Gallery



A. Cover Letter

November 9, 2016

Mr. Matthew Fitzgerald
Purchasing Manager, City of Portland
389 Congress St.
Portland, Maine 04101

Dear Mr. Fitzgerald:

On behalf of TEN Connected Solutions, Inc., a wholly owned subsidiary of The Efficiency Network, Inc. (TEN), I am pleased to present you with TEN's response to the City of Portland's Request for Proposals – Conversion of City Street Lights to LED Fixtures & Transfer of Ownership from Utility to Municipality (RFP #2917). The intent of our response is to highlight our experience and to show why TEN is the best choice to help the City of Portland complete its visionary street lighting and smart cities project. TEN is one of the nation's industry-leading companies helping 21st Century cities, like Portland, implement groundbreaking LED street lighting conversions and Smart Cities technology integration solutions. TEN Connected's street lighting and smart cities' solutions deliver lower costs, better lights, safer streets and brighter, more beautiful city neighborhoods.

TEN Connected has actively worked on developing solutions for more than 200,000 street lights across the United States. Our proven approach has helped cities save millions of dollars annually on utility bills while dramatically reducing energy and maintenance costs and while creating new revenue streams.

As a technology and vendor neutral company, TEN Connected Solutions' approach for Portland will be to vet available technologies and present the best and most applicable products to City leadership. TEN Connected will work with the City of Portland during each step of the project – from audit, to contract, and installation – to develop, plan, and execute a conversion of the street lighting systems, using state-of-the-art technologies including the implementation of smart cities' technologies. Additionally, TEN Connected will deliver a 100% accurate audit in terms of locating and identifying, by GPS, each street lighting system asset.

TEN Connected has the expertise, experience, and national network of partners in place to deliver a world-class lighting project for the City of Portland. The information contained in this proposal accurately describes the services to be provided.

We thank you for the opportunity to submit this response and we look forward to working with you.

Troy T. Geanopulos, CEO



B. Company Profile

Company Description

TEN Connected Solutions, Inc. (TEN Connected), a wholly-owned subsidiary of The Efficiency Network, Inc. (TEN), is one of the nation's industry-leading LED street lighting design, conversion, and Smart Cities technology integration companies. TEN Connected's smart street lighting solutions deliver lower costs, better lights, safer streets and brighter, more beautiful communities.

Headquartered in the Commonwealth of Pennsylvania, in the City of Pittsburgh, TEN has been in the energy-efficiency and smart city solutions business since its incorporation in February, 2012, and has operated under this firm name for nearly five years. In addition to our Pennsylvania headquarters, TEN Connected also has offices in New Gloucester, Maine, Washington DC/Baltimore area, Philadelphia, PA, and Boston, MA.

Proudly, and specifically to assist cities and towns in Maine to acquire their street lighting systems to convert to LED, TEN Connected has established our local office at 19 Yarmouth Drive, Suite 301, located on the Pineland Business Park Campus in Gloucester, a mere 20-minute drive from the City of Portland.

TEN Connected – Maine (Pineland Business Park Campus)

19 Yarmouth Drive, Suite 301

New Gloucester, ME 04260

For the purposes of the City of Portland, TEN Connected Solutions' Project Management team will be based out of our Maine office to ensure a closely monitored, managed, and successful project.

It is important to note that TEN's in-house team has designed and implemented over \$700 million in energy efficiency projects for a multitude of customers over the past several decades. And TEN's seasoned professionals have, in the past, worked in material roles for some of the country's most well-known energy efficiency companies, including TEN, Siemens, Johnson Controls, NORESKO, Opterra, Chevron, and Constellation An Exelon Company.

TEN Connected's commitment to offering street lighting and Smart City technology solutions is evident based on the credentialed, high-caliber team assembled at TEN Connected to provide world-class energy efficiency projects – including a significant focus on performance contracting which encompasses, to a large degree, municipality-wide roadway and street lighting LED conversions, city and college-owned parking facility upgrades, as well as smart energy efficiency projects. This is our exclusive focus. There are few, if any, energy and utility situations TEN Connected has not already encountered and successfully addressed (even most recently) for other street lighting clients such as the cities of Scranton, PA, Baltimore, MD, Harrisburg, PA and Bethlehem, PA.

Experience and Performance Capabilities



In addition to substantial energy performance contracting design and implementation experience, and the significant references of TEN's team, TEN itself carries with it the Qualified Energy Service Company (ESCO) Certification by the United States Department of Energy (DOE). This designation is proof of expertise and experience through a rigorous DOE qualification process and allows TEN to perform Energy Savings Performance Contracting (ESPC) at Federal agencies.



Similar/Current Projects Underway

Project	Client/Owner	Number of Street Lights Converted	Value
City of Baltimore, MD	City of Baltimore, Maryland	7,000	\$3.2 million
City of Bethlehem, PA	City of Bethlehem, Pennsylvania	5,400	\$3.8 million
City of Harrisburg, PA	City of Harrisburg, Pennsylvania	6,000+	\$3.6 million
City of Scranton, PA	City of Scranton, Pennsylvania	6,000+	\$4.0 million

Experience developing projects that conform to relevant state laws, local standards, and local Public Utility Commission rules.

1. The **City of Baltimore, MD** selected TEN to serve as its design and construction management representative to the local utility company, Baltimore Gas & Electric (BGE) to manage their extensive street lighting conversion to LED, beginning with a Phase I asset inventory audit and conversion of approximately 7,000 fixtures to LED which are in 17 high-crime zones designated by the City. Enhanced public safety/homeland security is the primary focus of Baltimore's Phase I project. So much so, that the City asked TEN to evaluate and recommend fixtures best suited to have the ability to "overdrive them" in these areas to shine a light on potential criminal activity – with the added feature to be able to dim the LED in the future if necessary, as well as to be able to troubleshoot maintenance from a centralized location. The project conformed to all relevant state laws, local standards, and local Public Utility Commission rules.

2. The **City of Bethlehem, PA** selected TEN to replace 5,400 of the City's existing High Pressure Sodium (HPS) street lamp fixtures with 60% more efficient LED fixtures. TEN's Bethlehem project represented, at the time of completion, the largest and most comprehensive city-wide LED street light conversion project completed in Pennsylvania, including pilot projects that already had been completed in Philadelphia and Pittsburgh – only to be eclipsed by TEN's conversion of all the street lighting in the City of Harrisburg, PA (6,000+ fixtures) to LED to be handed over to Harrisburg at the end of December 2016. In Bethlehem, TEN served as designer, project manager, and primary point of contact between Bethlehem and TEN's local project installer and the fixture manufacturers. Bethlehem chose Philips for their cobra heads as the result of a highly competitive bid process that drove project costs down, facilitated by TEN. The project conformed to all relevant state laws, local standards, and local Public Utility Commission rules.

3. In the **City of Harrisburg, PA**, TEN completed the design and installation of more than 6,000 new roadway cobra head and decorative LED fixtures – this process also included a period of public feedback, where the local public was invited to view and vote on the shortlisted LED cobra head fixtures. In addition to an Asset Inventory Audit, TEN is also completing an extensive historical analysis of utility billing for the streetlight system to determine any overcharges paid by Harrisburg to PPL Electric Utilities – known as TEN's Overcharge Lookback Audit. To the extent that any overcharges are revealed, TEN will facilitate return of those payments to Harrisburg for as many years as permitted under applicable law. TEN's process for Harrisburg also minimized the use of project contingencies which then afforded the City of Harrisburg the ability to include more decorative, color-changing LED bridge lighting designed and installed by TEN under the same contract.

Picture shown is TEN installing LED bridge under-lighting for the City of Harrisburg in November, 2016. The LEDs have controls and will be programmed for 26 different color sequences for special occasions such as Red, White and Blue for the 4th of July. This is the "icing-on-the-cake" as 6,000+ streetlights already have been installed across the City.





4. Recently, TEN and the **City of Scranton, PA** entered into a contract for TEN to convert Scranton's 6,000+ streetlights (cobra heads and decoratives) to state-of-the-art LEDs. Scranton selected TEN in a competitive process over Siemens, Johnson Controls and SmartWatt. The project includes the installation of a front-end controls package, as well as the refurbishment (sandblasting and painting) of approximately 300 decorative poles throughout the city. TEN is also in the process of bringing forward, for the City's consideration, a smart media revenue-generating solution estimated to provide the City with more than \$2 million in income in the first five years at no additional costs.

Utility Billing Structures & Street Light Acquisition Experience

Due to TEN Connected's contracts with cities like Bethlehem and Harrisburg (both served by Pennsylvania Power and Light - PPL) and Baltimore (served by Baltimore Gas & Electric - BGE) for their LED streetlight conversion projects, TEN Connected has become intimately familiar with utility street light billing structures. Furthermore, TEN's work with the City of Baltimore requires TEN Connected not only to design and project manage Baltimore's LED streetlight conversion project, but specifically includes the technical analysis of Baltimore's BGE utility billing structure, including utility bill reconciliation. TEN Connected is confident that we will be able to provide this same comprehensive level of understanding, experience, and successes to the City of Portland.

In addition, TEN Connected has dedicated staff through its network, who have previously held senior roles in the street lighting divisions of Northeast Utilities and Connecticut Light & Power. This expertise has facilitated repayment of utility overcharge refunds for municipal clients in CT and MA, most recently \$1.3 million to Springfield, MA.

Rebate & Incentive Optimization

TEN will undertake careful planning to optimize and obtain maximum value of any and all incentives available, including those available from Central Maine Power / Efficiency Maine. Later on in this response, TEN specifically projects the rebates currently available to Portland for this project.

TEN's street lighting projects have garnered significant rebates for the Cities of Bethlehem, PA and Harrisburg, PA, and TEN anticipates the same success for the City of Scranton, PA. It is important to note that TEN does not look to "participate" in the rebate funding amount allocated to the project, and any rebates or incentives will be paid directly to the City of Portland throughout the project.

Below is the amount of rebates/incentives obtained by TEN for our recent customers.

TEN Customer	Rebate Program	Rebate Obtained* & Paid Directly to TEN Customer
City of Bethlehem, PA	Act 129 PA (PPL)	\$224,000
City of Harrisburg, PA	Act 129 PA (PPL)	\$385,000
City of Scranton, PA	Act 129 PA (PPL)	\$234,000 (*estimated)

In the case of Harrisburg, PA, TEN initially projected the rebate amount for Harrisburg to be \$285,000. However, throughout the process, TEN was able to obtain \$100,000 more than initially estimated because of our significant team effort. In the end, TEN was able to work with the utility to convince them to use more realistic operating hours of 4,300 hours vs. 3,883 for treatment as street lighting rather than the exterior lighting. Additionally, TEN ensured that omni-directional LED decorative lights would be "DLC" listed.



Examples of Acquisition

Recently, TEN Connected assisted the City of Harrisburg, PA in the acquisition of hundreds of street lights from the large, regional electric utility provider, PPL. In addition, by working with TEN Connected to complete a detailed inventory audit and installing a wireless controls system for the new LED street lights, the City now had the data to dispute any past billing discrepancies and negotiate with the utility for fair and accurate acquisition prices.

Fundamentally, based on significant experience and technical expertise, TEN Connected will deliver to the City of Portland a customized Audit Report showing costs, savings and payback (both simple and with any incentives included) for the LED streetlight retrofit. There are few, if any, energy and utility situations TEN Connected has not already encountered and successfully addressed for other street lighting clients - specifically including successfully applying for rebates, administering the process for, applying for, and obtaining confirmation of corrected billing for newly installed wattages from the utility, obtaining refunds for overcharges related to street lights that no longer exist, and reconciling each and every street lighting utility bill.

Deploying Smart City and Internet of Things (IoT) Technology

TEN Connected Solutions' core business is converting street lighting to LED technology and positioning cities for the future through integrating smart cities technology - including those that generate revenue for cities. In each of TEN Connected Solutions' past projects, our team has worked with city leadership to make the street lighting system "future-ready" for smart city and IoT technology implementation. Streetlights and the poles they are supported by are valuable real estate and by converting the system to LEDs and investing in a wireless controls system, cities now can use the savings - if they so choose - to begin to think about smart cities solutions.

Below are specific examples of TEN's experience deploying smart city and IoT technology as part of LED street lighting projects:

- **Baltimore, MD:** As part of Baltimore's conversion of 7,000 streetlights to LED technology (Phase I of 33,000) TEN recommended that Baltimore acquire fixtures with a built-in base capable of accepting a 7-pin NEMA connector to accept either a photocell or intelligent wireless controls node for the purpose of turning fixtures on/off, dimming fixtures, and troubleshooting for maintenance, as well as the ability to increase light levels in high crime areas.
- **Harrisburg, PA:** TEN has completed the conversion of 6,000+ streetlights to LED as well as the installation of a wireless controls system, resulting in more than \$500,000 in annual energy savings, monitored by a centralized front-end system.
- **Bethlehem, PA:** TEN replaced 5,400 of the City's existing High Pressure Sodium (HPS) street lamp fixtures with 60% more efficient LED fixtures complete with an intelligent wireless controls system retrieving data from the streetlights and sending it back to a front-end system.
- **Scranton, PA:** TEN is currently under construction converting Scranton's 6,000+ streetlights to LED. As part of the project, in addition to installing intelligent wireless controls on all cobra head streetlights, TEN is installing a smart media system to generate City revenue and better connect visitors and local residents to activities and information in the area. The system includes wireless mobile beacons providing free Wi-Fi in addition to a Scranton-specific app delivering special offers around the City, as well as important information and notifications provided by the City.

In addition to Scranton, TEN Connected is working with the cities of Baltimore and Harrisburg, to implement smart city kiosks. The kiosks, like similar devices currently being used in New York City and Kansas City, will connect



visitors, residents, and businesses to local attractions, city services, and public information while generating revenue for each city.

Smart Cities' Partnerships and Approach

TEN Connected Solutions is not an equipment manufacturer and as such allows us to be vendor neutral to the benefit of the City of Portland. This also allows TEN Connected to maintain a competitive process through final design to maximize value for the City, both in terms of fixture costs, labor costs, maximizing post-installation warranties and minimizing long-term life cycle costs.

TEN Connected has a proven process to administer an additional competitive bidding process amongst a short list of City-approved LED fixture manufacturers for improving the cost and warranty terms for the City. Sample areas, using short-listed products, can also be provided to the City of Portland. In the City of Harrisburg, 2 fixtures each of equivalent wattages from five (5) manufacturers were installed by TEN along a stretch of city roadway for purposes of visual inspection and comparison in furtherance of final product selection.

With TEN Connected's competitive platform, not only will the City of Portland have final approval of the high-quality LED luminaires included in the competitive process, but the City will also have final approval of the product chosen for installation by having procured this project through a competitive performance contract process.

As one of the nation's industry-leading LED street lighting conversion companies, TEN Connected has established significant relationships with world-class LED fixture and controls manufacturers, and Smart City and Smart Media platform providers, and TEN Connected has been able to work diplomatically with each of them, specifically (but not exclusively) with the following:

Past Technology Partnerships Description	Experience and Value Add
Eaton/Cooper Lighting	(Harrisburg Project) LED cobra heads and decorative streetlights
GE, CREE, Holophane, Philips	(Shortlisted fixtures for the Cities of Harrisburg, Bethlehem, and Scranton)
TELENSA Controls	(Harrisburg Project)
Truly Green Lighting	(Harrisburg & Scranton Projects)
Philips Lighting	(Bethlehem Project)
City Touch Controls	(Bethlehem Project)
CIMCON Controls	(Scranton Project)
Leotek Lighting	(Baltimore Project)
Intellistreets	(Smart Lighting Platform/Rev Generation Vendor)
Smart City Media, LLC	(Smart Media Platform proposed for Scranton/Harrisburg Projects)



C. Key Personnel

TEN Connected's team below consists of industry veterans that have up to 25 years of experience in the energy services industry. Our company was created to offer energy efficiency under an altogether different price level and with economic terms to create unmatched value for our clients. It is important to note again that, although TEN's name might not be familiar in Maine, TEN's key personnel (and some who are directly assigned to this project) have worked for leading energy services companies such as TEN, Constellation An Exelon Company, NORESKO, Johnson Controls, Siemens, Opterra, Chevron and others. Additionally, members of our street lighting team have successfully completed parking facility upgrades for cities and large universities such as, most recently, Pennsylvania State University and Temple University. **Individual experience and resumes for TEN Connected's Street Lighting Team may be found in Attachment 1: Key Personnel Detailed Resumes/CVs.**

When it comes time for installation, TEN Connected's dedicated project delivery staff of experienced project and construction managers specialize in delivering guaranteed, efficient technology solutions as planned on budget and on time. After TEN Connected has competitively procured all luminaires, other materials, and control system components (approved by the City during the design phase), the installation can begin. TEN Connected's project management is key to a quality installation, and we guarantee that there will be accountable TEN Connected employees assigned to this project throughout the installation, as follows:

Patrick Regan, Esquire – VP, Business Development

Patrick leads the TEN Connected Solutions business development team. Patrick has spent almost a decade as a pioneer in helping visionary governments design, finance and implement energy efficiency and connected street lighting solutions and Smart Cities technology projects. Patrick is TEN's primary contact person responsible for coordinating all of TEN's resources, as well as contract negotiations. Patrick has a valuable combination of skills and experience, including being a licensed attorney, which enables him to understand and discuss customer contractual needs and requirements, as well as extensive hands-on experience in recognizing customer financing strategy and needs, including presentation and analysis of various project funding options to determine those best suited for a customer's project. Over the past several years, Patrick has had the direct responsibility for coordinating the delivery of over \$60 million in energy efficiency measures, including thousands of LED street lights. Patrick received a BA from Boston College and his JD from Duquesne University School of Law.

Olivia Benson - Program Manager, Street Lighting / Smart Cities Technology Solutions

Olivia has worked in City government and understands the importance of meeting stakeholder goals at each step of the way. Olivia will assist in the overall development and management of the project and will manage project-related communications to ensure effective coordination and ultimately is responsible for the City's overall satisfaction with the project. After graduating from Carnegie-Mellon University, Olivia served as a policy director for the City of Pittsburgh where she managed and designed community-focused programming for city-wide implementation and led public affairs outreach strategies and education initiatives, while at the same time obtaining two master's degrees – an MS in Public Policy from the University of Pennsylvania and an MBA from Point Park University. As it relates to street lighting, Olivia is the Program Manager for TEN's conversion of over 6,000 streetlights to LED in the City of Harrisburg, PA, over 6,000 streetlights to LED in the City of Scranton, PA, and 900 streetlights in the Borough of Middletown, PA, including the integration of meaningful outreach strategies to support and exceed customer expectations.

Mike Schneider, LC, CLEP, CPM – Director of Design

Mike researches, designs, and oversees for TEN Connected the testing and installation of high-quality, cost-effective lighting projects along with various other energy saving and capital improvement projects. His extensive



field experience allows him to apply and revise designs in order to best meet all unique situations. Having worked with nearly 60 lighting manufacturers, Mike knows the lighting products, how they work, and the best applications for each option. Mike currently serves as an advisory member on the Illuminating Engineering Society of North America's (IESNA) Energy Management Committee and Industrial Lighting Committee. In addition, Mike is a Lighting Certified Professional (LC) by the National Council of Qualifications for the Lighting Professions, and a Certified Lighting Efficiency Professional (CLEP) by the Association of Energy Engineers. Mike was directly responsible for assisting the Cities of Bethlehem, Baltimore, Harrisburg, and Scranton in analyzing the efficiency and characteristics of several world-class LED fixtures for possible selection, and Mike will serve in this same lead design role for the City of Portland. In addition, Mike has extensive experience researching, designing and overseeing the installation of parking garage and concourse lighting projects, including most recently LED lighting conversions at Penn State University's Beaver Stadium, and two parking garages at Temple University.

Joseph Statler - Director of Installation

Joe has a 13-year record of success overseeing all phases of multimillion-dollar construction, infrastructure, efficiency, street lighting and environmental projects for government, public housing and private-sector clients. Joe is an outstanding professional who has extensive experience in supervising and managing energy efficiency programs and policy planning initiatives. Joe is directly responsible for the success of TEN's conversion of 5,400 street light fixtures to LED in the City of Bethlehem, PA and Joe's TEN Connected team currently is managing TEN's LED street lighting upgrade projects in the cities of Baltimore, Harrisburg and Scranton, and will oversee project management for this project. In addition to a successful track record converting thousands of city streetlights to LED, Joe also has overseen and has been responsible for installation of millions of dollars of parking garage lighting upgrades, particularly for hospitals and colleges.

Bobby Hall - Project Manager

Bobby is responsible for all onsite project management and subcontractor supervision during construction. He will ensure the worksite is safe and supervised in an effective and efficient manner. He will be the field supervisor during the lighting upgrade and as needed for the length of the project.

Greg Lok, PE, CEM – VP, Technology and Engineering

Greg is an energy management, technology and controls specialist developing individual projects, managing customer expectations with respect to technology selections, and making sure that engineering development meets the specific needs outlined by the customer. Greg is responsible for the lighting controls integration for the Cities of Bethlehem, Harrisburg and Scranton LED conversions, and will have primary responsibility for the City of Portland's controls integration, as well as performance monitoring (Measurement & Verification). Greg is a licensed Professional Engineer.

All project plans go through a final approval process with TEN Connected's executive team:

Troy Geanopoulos - CEO, The Efficiency Network, Inc. (TEN) & TEN Connected Solutions

Troy has founded and co-founded several energy efficiency companies over the past 25 years, including TEN and TEN Connected Solutions. The foundation for each of these companies has been respect for customer and partner relationships and the ability to recognize and adjust to market trends. For Troy, perhaps the most exciting aspect is the TEN ability to bring new technologies to the table in a way that will help customers improve their organizations. By doing so, he expects TEN to stimulate local economies worldwide and make a lasting positive impact on the environment. Troy has a BA from Dickinson College and has participated in the Entrepreneurial Leadership Forum through the Tepper School of Business at Carnegie Mellon University. He is very active in the Pittsburgh community, currently serving or having served on several non-profit boards.



Rob Campbell, PE, MBA - President, The Efficiency Network, Inc. (TEN) & EVP, TEN Connected Solutions

Rob is an energy efficiency expert, a proven-effective team leader with more than 25 years of industry experience. At TEN Connected, Rob is responsible for all internal operations, systems, and processes. He provides oversight to the financial, engineering, information technology and construction teams. Before co-founding TEN, Rob was the Vice President of Constellation New Energy's Projects and Services Group. Rob is a licensed Professional Engineer and holds a BS in Mechanical Engineering from the University of Toronto and an MBA from Tepper School of Business at Carnegie Mellon University.

Following is a comprehensive list of all services that TEN Connected performs in-house with our own employees.

- Street Light System Inventory Audit
- Utility Bill Auditing & Analysis
- Utility Overcharges Analysis
- Street Lighting System Procurement Financial Analysis
- Street Lighting and Roadway Engineering & Design
- Competitive Procurement/Supply of Equipment from Vendors and Manufacturers
- Construction Management
- Monitoring and Verification (M&V)
- Guaranteed Energy Savings
- Project Opportunity Identification & Recommendation
- Energy Savings Calculations, including Payback Analysis
- Project Cost Estimating
- Subcontractor Bid Solicitation & Evaluation
- Contractor Site Supervision
- Commissioning
- Smart Cities Technology Evaluation & Integration
- Rebate & Incentive Application & Administration
- Project Financial Analysis
- Warranty/repair Administration

D. References

All projects listed below were completed by TEN Connected Solutions personnel. Detailed project descriptions are found later in this section.

Project Reference - City of Baltimore, MD LED Street Lighting Conversion

The **City of Baltimore** selected TEN to manage their latest street lighting conversion to LED, beginning with a Phase I asset inventory audit and conversion of approximately 7,000 fixtures to LED which are located in 17 high-crime zones designated by the City. Enhanced

public safety/homeland security is the primary focus of Baltimore's Phase I project. So much so, that the City asked TEN to evaluate and recommend fixtures best suited to "overdrive them" in these areas to shine a light on potential criminal activity – with the added feature to be able to dim the LED in the future if necessary.

In Baltimore, TEN is serving as project manager, designer, fixture evaluator, and primary point of contact between Baltimore and the local project installer and fixture manufacturer, as well as Baltimore's liaison with the local utility, Baltimore Gas & Electric (BGE). As part of the project, TEN completed and delivered an LED performance characteristics report to the City and, based on the report and consultation with TEN, Baltimore selected the fixture (manufactured by Leotek) that is currently being installed under TEN's supervision and project management.



Baltimore Before – HPS Cobra Head Luminaires



Baltimore After – LED Cobra Head Luminaires

Contact Information:

Brent Hooper
Street Lighting Superintendent
City of Baltimore
Department of Transportation
(410) 396-1311 (office)
brent.hooper@baltimorecity.gov

Project Summary

Total Fixtures Replaced	7,000+
Total Dollar Value of Contract Cost	\$3.5 million
Installation Subcontractor(s):	Baltimore Gas and Electric (BGE) Subcontractor
Annual Cost Savings (year 1)	\$160,000
Annual Electric Savings	584,000 kWh
Tons of CO ₂ Saved Annually	906,000



Project Reference - City of Bethlehem, PA LED Street Lighting Conversion

The **City of Bethlehem** selected TEN to replace 5,400 of the City's existing High Pressure Sodium street lamp fixtures with 60% more efficient LED fixtures. At the time, this project represented the largest and most comprehensive city-wide LED street light conversion project completed to date in Pennsylvania, including pilot projects already completed in Philadelphia and Pittsburgh. It is now the second largest and most comprehensive LED streetlight conversion project in Pennsylvania, after TEN's Harrisburg, PA project. TEN acted as project manager, designer and primary point of contact between Bethlehem and TEN's local subcontractor and the fixture manufacturer. Bethlehem chose Philips fixtures as the result of a highly competitive bid process facilitated by TEN.



Contact Information:

Michael Alkhal, P.E.
City of Bethlehem
Director of Public Works, & City
Engineer
610-865-7050
malkhal@bethlehem-pa-gov

Project Summary

Total Fixtures Replaced	5,400+
Funding Source	PNC (tax-exempt lease)
Installed Cost	\$3,804,093
Annual Cost Savings (year1)	\$472,579
Annual Electric Savings	2,042,262 kWh
Tons of CO ₂ Saved Annually	2,822,000 Pounds
Payback after Incentive (yrs.)	7.6 years
Contract Term (length of guarantee)	10 years
Rebate Secured for the City	\$224,000 (Act 129 PPL Electric Utilities)
Procurement Vehicle	PA Guaranteed Energy Savings Act (Act 39)

TEN requested a reference from the City of Bethlehem and here is what Mike Alkhal, P.E., Director of Public Works and City Engineer for the City of Bethlehem, had to say:

"TEN has played a significant role in implementing our City of Bethlehem lighting project with skill, professionalism, and energy. The professionalism in gaining an understanding of the requirements of the project, follow-up, and the coordination of existing contractors was outstanding."

"Their professional approach to project management, responsiveness, coordination and communication along with the timeliness of output ensured that I would recommend TEN's projects team. It has been a pleasure working with them at all levels. Deadlines were met and communication, with the appropriate people, in both verbal and written form, was of high quality."



"The project diligently addressed our community member's concerns and emphasized public safety to the highest level. The aesthetic appearance of the Historic District was a high priority and TEN conscientiously worked with the historic district's non-profit organization and the City to meet their needs, not only to meet their visual goals but to stay within the confines of the project budget."

Michael Alkhal, P.E., City of Bethlehem

Project Reference - City of Harrisburg, PA LED Street Lighting Conversion

TEN was selected by the **City of Harrisburg** over 10 other companies (including a shortlist of Johnson Controls, Siemens, and Honeywell) to convert the City's street lighting system to state-of-the-art LEDs. Now substantially complete except for LED lighting being installed on 2 bridges, the project encompasses well over 6,200 fixtures, and took about 6 months to install and commission the cobra heads and decorative fixtures.



TEN delivered to Harrisburg as part of the project a comprehensive asset inventory audit of the entire street lighting system, loaded onto Harrisburg's GIS system. By the end of this year, all the roadway and street lighting in Pennsylvania's state capital owned by the city, including bridge lighting, will be illuminated with LEDs, including a controls system capable of, at a minimum, dimming fixtures, troubleshooting maintenance, locating each fixture by GPS, and monitoring energy usage from a centralized location.

Contact Information:

Wayne Martin, P.E.
City Engineer
City of Harrisburg
717-315-4255
wsmartin@cityofhbg.com

Project Summary

Total Fixtures Replaced	6,000+
Funding Source	M&T Bank (tax-exempt lease)
Initial Cost Estimate	\$2.8 million
Installed Cost	\$3.6 million
Annual Cost Savings (year.1)	\$510,333.00
Tons of CO ₂ Saved	5,736,872 Pounds
Simple Payback	7 years
Estimated Rebate Incentive	\$277,374
Procurement Vehicle	PA Guaranteed Energy Savings Act (Act 39)
Date Started	2015
Date Completed	To be Fully Completed & Commissioned December 2016

As part of TEN's audit in Harrisburg, the following data was collected in preparation of the conversion:

TEN Asset Inventory Audit Data Set for Harrisburg, Pennsylvania LED Street Lighting

1. All current streetlight fixtures
2. Luminaire styles and types
3. Wattages for all luminaires
4. Actual sample lighting levels of each luminaire type and of each roadway type (access road, two-lane, etc.)
5. GPS/GIS pole location of each asset
6. Current condition of pole and mast arms



- Below is screen shot depicting TEN's GIS/GPS progress mapping of the asset inventory audit for Harrisburg. At the time of this screen shot of the GIS system was taken, approximately 90% of the asset inventory audit was complete (red sections had not been audited). It's now 100% complete and as the new street lighting system is being installed over the next several months, TEN will apply **real-time LIVE TRACKING** updates to its platform to inform all City stakeholders real-time as soon as a new LED is installed.

A map of the Harrisburg, Pennsylvania area, showing the city and surrounding regions. The city of Harrisburg is highlighted in red, indicating the area covered by the LED conversion project. The map includes labels for various locations such as Harrisburg, Lancaster, York, and other nearby towns. The map also shows major roads and highways, including I-76 and I-83. A legend in the top left corner identifies the red area as 'Harrisburg LED Conversion'.



LIVE TRACKING Provided on Customer's Website for the public to monitor progress



Project Reference - City of Scranton, PA LED Street Lighting Conversion

TEN Connected was recently selected by the **City of Scranton, PA** - over four other companies (Siemens, Johnson Controls, and SmartWatt) to conduct a technical energy audit and implement a guaranteed energy savings contract for the City's comprehensive LED street lighting initiative. TEN Connected's winning proposal included options for the City to replace fixtures, refinish and paint aging poles, the installation of lighting controls, and to incorporate revenue generating smart media technology throughout Scranton, known as the Electric City.



The project will include replacing more than 6,000 street lighting fixtures and is expected to save the City nearly \$400,000 in annual electricity and lighting system maintenance costs. Also under consideration by Scranton is the integration of a Smart Media Grid similar to those installed in New York City and Kansas City that will include outdoor and indoor interactive media kiosks, possibly digital LED banners on decorative poles, and a dedicated mobile app to generate revenue to help pay down the costs associated with the street lighting infrastructure upgrades. The revenue expected to be generated for the City of Scranton is approximately \$4 million over the first five years.

Contact Information:

David Bulzoni
City of Scranton, Business
Administrator
(570) 348-4118
dbulzoni@scrantonpa.gov

Once complete, the City of Scranton will not only have a 100% accurate GIS/GPS street lighting inventory and integrated GIS streetlight map, the City will have a new, world-class LED street lighting system with intelligent wireless controls to dim fixtures, turn them on/off, and to troubleshoot usage and maintenance.



Project Summary

Projected Cost Savings	\$400,000
Project Cost	\$4,000,000
Annual Electric Energy Savings (year.1)	2,595,669 kWh
Estimated Simple Payback	5.0 years
5-yr Smart Cities Revenue Projection	\$2+ million
Estimated Rebate Incentive	\$236,853
Procurement Vehicle	PA Guaranteed Energy Savings Act (Act 39)
Date Started	December 2016
Date Completed	To be Fully Completed & Commissioned in 2017

Parking Garage & Non-streetlight LED Lighting Upgrade Experience

When reviewing TEN's project references, note that TEN's team members, who are also assigned to this project, have been extensively involved with non-streetlight LED lighting upgrade projects. One of these recent projects is described below. For the Penn State University Beaver Stadium Project, TEN's team members performed the auditing, engineering, project development, selection and procurement of material and subcontractors (through competitive bidding processes), contract negotiation, construction management (including onsite project management), commissioning, training customer staff, and delivering the measurement and verification of project performance.

Project Reference: Penn State University, Beaver Stadium LED Lighting Upgrade with Integrated Controls

The significant element of this project was the critical path timing. In order to be ready for the upcoming football season, TEN had to expedite delivery of materials and contractors' schedules. The Beaver Stadium project included the installation of a comprehensive LED lighting system upgrade with a wireless controls system

- including exterior entry gates, concession walkway areas, loading docks, main concourses, ADA-accessible ramps, pedestrian ramps, and press stairways. All were completed in time for the first game of the season! And in fact, the fixture selected for the concession walkway areas, main

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Pennsylvania State
University
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lmi20@psu.edu



concourses and pedestrian ramps is a parking garage fixture (Cooper Top Tier) controlled by a sophisticated, but simple to use wireless controls front-end system.

Total Fixtures	1,000
Installed Cost:	\$768,610
Annual Electric Cost Savings:	\$107,779
Total Annual Cost Savings:	\$139,779
Annual Electric Savings:	1,481,090 kWh
Annual O&M Savings:	\$32,000
Tons of CO2 Saved Annually:	1,021
Payback after Incentive (yrs):	4.9
Rebate Incentive:	\$76,776
Procurement Vehicle	PA Guaranteed Energy Savings Act (Act 39)



Parking Garage and Surface Lot References

TEN Connected can bring this same level of experience to the City of Portland's parking garages, where the City has ownership interest and manages the facility or in the facilities managed by MHR Management. TEN has noted that the City may want to include the following facilities in the project and to upgrade them with all new LED lighting: Elm St. Parking Garage (managed by the City of Portland Parking Division), Spring St. Parking Garage (managed by the City of Portland Parking Division), Casco Bay Garage (managed by MHR Management), and Temple Street Garage (managed by MHR Management).

TEN will leverage its significant parking garage experience, references and best practices to offer to the City of Portland economically sound options for upgrading all of the lighting in its parking garages to LED, with daylight harvesting, and controls to maximize energy savings and the fixture life cycle.

Below is a partial list of TEN's team experience with upgrading parking garage and surface lot lighting, as well as details on TEN's most recent parking garage LED upgrades installed at Temple University. References are available upon request.

Project Reference: Temple University: Liacouras Parking Garage

Total Fixtures Replaced	537
Funding Source	Customer funded
Installed Cost	\$453,029
Annual Cost Savings (year1) energy and O&M	\$74,315
Annual Electric Savings	752155 kWh
Tons of CO ₂ Saved Annually	428.4
Payback after Incentive (yrs.)	5.6 years
Contract Term	5.6 years of M&V post construction
Rebate Secured for the Customer	\$36,404 (Act 129 PPL Electric Utilities)
Procurement Vehicle	Self-Initiated by Temple

Project Reference: Temple University: Carlisle West Garage

Total Fixtures Replaced	417
Funding Source	Customer funded
Installed Cost	\$324,445
Annual Cost Savings (year1) energy and O&M	\$54,563
Annual Electric Savings	525,339 kWh
Tons of CO ₂ Saved Annually	299
Payback after Incentive (yrs.)	5.5 years
Contract Term	5.5 year M&V post construction
Rebate Secured for the Customer	\$24,239 (Act 129 PPL Electric Utilities)
Procurement Vehicle	Self-Initiated by Temple



Additional Parking Garage/Lot Project Experience

Customer Name and Location	Work Performed
5 th Avenue Place, PA	Lightings Upgrade for Large Multi-Tier Facility Parking Garage
American Beverage Corp-Papercraft, PA	LED Lighting Upgrade for Facility Parking Lot
Altoona Parking Authority, PA	LED Lighting Upgrade for Lot 16, Lot 17, Lot 20, and Parking Garage
Bellaire School District, OH	LED Lighting Upgrade for Parking Lots
The Bradley Center, PA	LED Lighting Upgrade for Facility Parking Lot
Carnegie Museums, PA	Lighting Upgrade for various Parking Lots & Multi-Tiered Parking Garage
City of New Kensington, PA	LED Lighting Upgrade for various Parking Lots
City of Morgantown, WV	Lighting Upgrade for various Parking Lots
Eastern Gateway Community College, OH	LED Lighting Upgrade for various Parking Lots
Pennsylvania State Capital (Harrisburg), PA	LED Lighting Upgrades for Capital Parking Complex
Housing Authority of Lawrence County, PA	LED Lighting Upgrade for various Parking Lots
Martins Ferry School District, OH	LED Lighting Upgrade for various Parking Lots
Neshannock School District, PA	LED Lighting Upgrade for Facility Parking Lot
Penn State University, PA	LED Lighting Upgrade for Medlar Field and various Parking Lots
Sardello Inc., PA	LED Lighting Upgrade for Facility Parking Lot
Temple University, PA	LED Lighting Upgrades for University Carlisle Garage, with controls
Temple University, PA	LED Lighting Upgrades for University Liacouras Garage Lighting, with controls
Temple University, PA	LED Lighting Upgrade for Facility Parking Garage
The Trimont Condominium Complex, PA	Lighting Upgrade for 4 (four) Multi-Tiered Parking Hospital Parking Garages
UPMC, PA – Magee Hospital, St. Margaret Hospital, Presbyterian Hospital, and Shadyside Hospital	LED Lighting Upgrade for D-Parking Lot, Kent Crossing Parking Lot, and other various Parking Lots.
Washington College, MD	



E. Approach

TEN Connected's Approach

Designing a smart street lighting system for an entire city is no easy task. The City of Portland will require a high level of coordination, expertise, specialization, and experience to deliver the desired result of new street lights (equipped with technology that will enable the installation of a controls system if desired), possible infrastructure improvements, and positioning the City for any current and future smart city technology integration. TEN Connected will utilize proven methods, tools, and techniques to deliver a project that meets and even exceeds the City's expectations.

TEN Connected has been a first mover nationally, helping cities of various sizes upgrade their street lighting systems. The team at TEN Connected has done everything from developing a street lighting design to helping facilitate the procurement of materials to ensuring that all ideas are communicated with installation sub-contractors so that our customers receive the absolute best prices in the marketplace. Because of TEN Connected's turn-key role on numerous projects, **including the direct purchase of millions of dollars of street lighting and related lighting materials from the likes of Philips, Eaton/Cooper, GE, Leotek, Holophane (AEL), and CREE**, TEN has established substantial (and diplomatic) manufacturer relationships resulting in TEN's ability to analyze for our customers and then to deliver to them the highest quality commercialized lighting and smart city technologies, at the absolute lowest possible cost.

To meet the needs of the City, any contractor or manufacturer will require significant experience serving a city as well as being well versed in the latest smart lighting technologies. TEN Connected is intimately familiar with the significant coordination needs of a street lighting project and TEN Connected will design, develop and deliver to the City the best possible project at the lowest cost – **by driving down the costs of each project component – specifically including labor and material - at every level.**

General Scope Understanding, Project Goals, and Objectives

TEN Connected believes that clear communication and meeting the City's expectations every step of the way from the initial audit through the construction process, and training the City on new technologies and reporting results are all key components to successful project coordination and implementation. TEN Connected will work closely with Portland to help prioritize and to ensure that the project is implemented on-schedule, as budgeted, and that the benefits of the project survive for the long term.

TEN Connected will work with Portland to meet all goals related to design, product procurement, and installation, and TEN Connected is committed to working with the City to meet and exceed project goals:

- For the City: TEN Connected will produce a final design plan that maximizes energy and cost savings, that improves standardization while reducing the variety needed for inventory, and that matches communicated needs and improves overall public safety.
- For the City: TEN Connected will produce an Inventory Audit Report that will provide the desired information to secure funding and/or to provide further economic justification for remaining project-related costs, including locating each new asset by its GPS location – with 100% accuracy - rather than a 10-15 feet margin of error.
- For the City: TEN Connected's Inventory Audit Report will be **reconciled against CMP's current street lighting system data** to accurately confirm system inventories, and then to facilitate negotiation



surrounding the acquisition of the system from Central Maine Power under the newly established Maine legislation and Maine Public Utilities Commission regulations.



1. Audit

Methodology, Tools, and Techniques

TEN Connected will conduct a city-wide sample photometric field survey and audit, at street-level, delivered to the City of Portland sortable by asset, street, neighborhood, district, and by roadway type (access road, two-lane, etc.). The audit will verify compliance with existing regulations and lighting standards, address any deficiencies in the current street lighting systems, and will address any over-lit or under-lit areas of Portland.

Data collected concerning over-lit areas and discrepancies in lighting uniformity or irregularities in lighting levels will be used in preparation for reducing installed wattages to optimize energy savings to benefit the economics and payback of the project, while at the same time delivering recommended light level standards. Additionally, this data will be given to the City in an electronic file that can be seamlessly used with the City's existing GIS software, like ESRI ArcMAP, and in Microsoft Excel format.

The data associated with under-lit areas will be utilized to improve lighting levels in some areas to ensure greater public safety, security and proper visibility. For this purpose, TEN Connected has a fully-engineered process and dedicated audit team (equipped with the latest photometric measuring equipment) to inventory the existing lighting levels; the result of which are accurate street-level field measurements. In addition to photometric results, TEN Connected's inventory audit also gathers additional details and characteristics of the entire system.

TEN Connected's analysis not only will completely and accurately identify and inventory all assets of the street lighting system, but also will be cross-checked against the latest inventory data (to the extent available and from actual bills) provided by the City of Portland and uploaded onto TEN Connected's audit platform, to reveal any discrepancies. This will allow TEN Connected and the City of Portland to correct the data at the field level, at the time it is discovered.

TEN Connected's city-wide asset inventory audit, designed to facilitate a seamless transition to TEN Connected's project lighting design and installation, can, where the City finds value, capture electronically, each of the following:

Variables to Be Collected - Base Survey Information, including verification and GIS level mapping

1. All current streetlight fixtures;
2. Luminaire styles and types;
3. Wattages for all luminaires;
4. Actual lighting levels of each luminaire type;
5. Establish each pole's GPS location (with 100% accurate GPS location technology);
6. Cross reference with the City's existing asset inventory and lighting level and wattage information to identify inconsistencies in lamp type and wattage uniformity;
7. Current condition of pole and mast arms and;
8. Notation (comments and/or photos) of visual infrastructure issues related to poles and wiring or tree/limb obstruction or interference;
9. Confirmation of ownership and maintenance for each luminaire and pole;
10. Compliance with state roadway lighting requirements (where necessary);





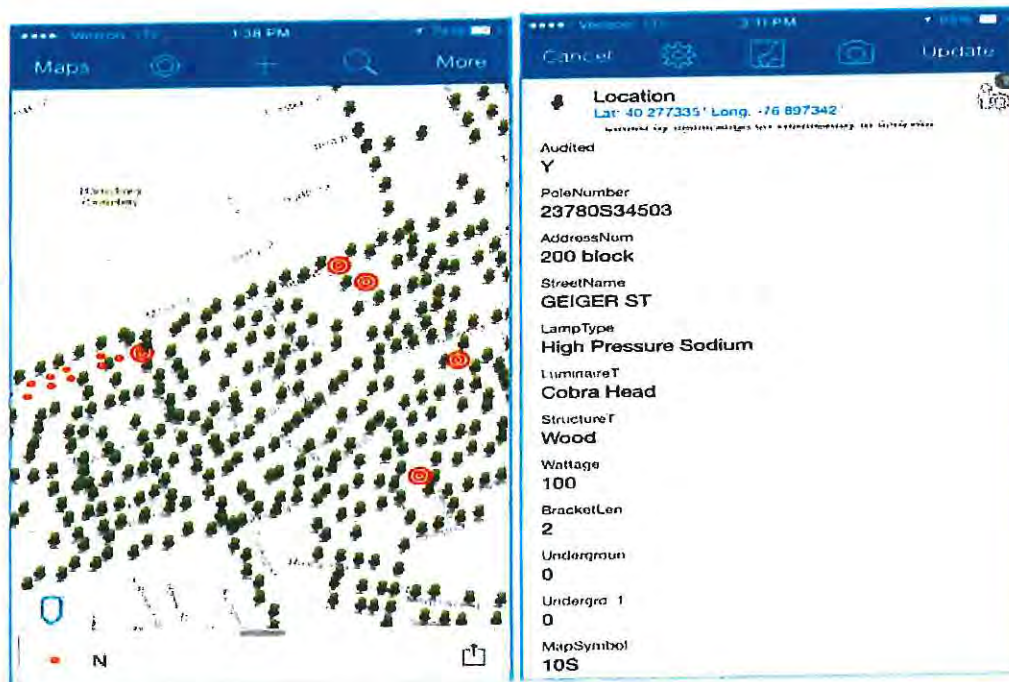
Optional Audit Information:

11. Roadway widths;
12. Discrepancies or irregularities in lighting levels;
13. Pole height of each asset;
14. Values and averages for lighting levels and uniformity; and compare them to current lighting standards, IES recommendations and any other specific City requirements.



TEN Connected will collaborate with the City of Portland through a final scoping analysis of the audit. Additionally, weekly (and sometimes daily) status reports will be made available through TEN's **GIS LIVE TRACK** system for each location to track the progress of the audits. Using our mobile-based inventory audit program, Portland officials will be able to access audit updates on the progress of the inventory assessment.

Following is a sample depiction of the system that would be used to collect data and to report to the City of Portland (daily or weekly) updates to the audit provided through TEN Connected's mobile-based audit platform.



Below is screen shot depicting TEN Connected's GIS/GPS progress mapping taken during the asset inventory audit for Harrisburg, PA. At the time this screen shot of the GIS system was taken, approximately 90% of the asset inventory audit was complete (red sections had not been audited). As TEN Connected completed the conversion of the street lighting system, TEN Connected also supplied **real-time LIVE TRACKING** updates to the City's platform to inform all stakeholders, real-time, as each new LED is installed.



For the Asset Inventory Audit, TEN Connected's highly trained project manager and lighting auditors will work with locally sourced and hired audit team members (and provide rigorous training on TEN Connected's developed platform) to complete the inventory assessment for the City of Portland.

For example, in Harrisburg, TEN hired local Harrisburg residents, who received extensive training on TEN's auditing platform – to work alongside our team to complete the audit of the lighting system and to assist in the final lighting design to be installed – resulting in a very successful locally-supported accurate audit. TEN Connected believes a similar approach would be ideal for the City of Portland. This is just one of the many ways TEN Connected creates local economic development opportunities through its projects.

Procedure to Develop an Audit Report

TEN Connected will review any inventory audit Excel spreadsheet and Central Maine Power account billing summaries (actual bills) supplied by the City of Portland to perform a utility bill analysis to determine the existing quantities on which the City is being billed, and the estimated wattage used to determine monthly costs to develop a baseline. The utility bill provides an explanation of terms and charges related to the supplier rate, generation and transmission rate in addition to noting the rate that Central Maine Power charges under the LED street lighting tariff.

TEN Connected used the City of Portland's breakdown of approximately 6,700 lights to develop the costs to deliver the audit reports, inventory assessment with utility bill reconciliation, financing assistance, system design, onsite project management, installation, and 24-hour maintenance utilizing a City of Portland & Central Maine Power pre-approved local electrical contractor.

Referencing the hours per year that Central Maine Power uses and the estimated wattage for each luminaire, TEN Connected then can determine the total yearly consumption. This analysis forms the basis for baseline energy consumption. In terms of design, relying on TEN Connected's past street lighting project experience, we know what the post wattages for each existing lamp type should be - therefore an estimate for costs (and eventually savings when TEN Connected is in receipt of Portland's comprehensive billing





information) is completed with an extremely high degree of confidence and certainty. Knowing the existing yearly consumption and estimated savings, TEN Connected then performs an energy balance reconciliation to determine and ensure our savings projections are correct.

The City will then see, as a result of completing this project, a kWh reduction and a reduction in monthly utility bills.

Once the verification and finalization of TEN Connected's Asset Inventory Audit (with Utility Bill Reconciliation) is completed city-wide, TEN Connected will have an extremely accurate depiction of existing quantities, wattages, conditions, and what will be required to finalize the design and installation plan. With a completed audit, TEN Connected can obtain accurate material and labor costs as well as post retrofit wattages – keeping in mind that the City may be currently paying for some street lights that no longer exist. The audit will facilitate accurate billing moving forward which will also represent some direct utility cost reduction without the need for any corresponding retrofit costs. After installation, and after all other utility negotiations are complete, TEN Connected will also advocate for reimbursement of previous billing inaccuracies that are documented through this process.

Approach to the Project and Establishing the Amount to be Financed

TEN Connected believes it to be prudent to use the City's current inventory audit spreadsheet (to the extent one is available) in finalizing the preliminary project size knowing (as is always the case with audits) that they have a certain level of accuracy. Therefore, the final project size will then be represented and TEN Connected will indicate the final amount of project funding, and that it may vary "slightly" as the project costs are refined and completed.

RAPID IMPLEMENTATION – Recommended Alternative✓ TEN's "Best Process" Implementation Approach for the City of Portland

Instead of conducting the inventory audit/survey prior to installation, TEN is proposing to undertake the verification survey/audit (and 100% accurate GIS level mapping) simultaneous with installation of the streetlight fixtures themselves.

As part of this recommended **RAPID IMPLEMENTATION**, TEN Connected then also recommends using a fully cost disclosed "add" / "deduct" unitized pricing approach in the contract to ensure and inform Portland of any discrepancies experienced in the audit as installations and upgrades are actively being completed. What this means is that Portland will only be charged for the exact number of fixtures converted to LED, and not some projected amount.

This approach has multiple benefits:

- i) Reduces the redundant cost of providing a second audit (if one already exists);
- ii) Shortens the delivery time of the project by months and allows TEN Connected to begin installing significant scopes of the project to capture savings for Portland more immediately;
- iii) Protects Portland from the concern of incurring unnecessary costs knowing "upfront" what the costs are for any changes encountered during construction; and,



iv) Provides for a way to reconcile, exactly, for any discrepancies in an audit through fully disclosed unit pricing.

If the City requires an asset inventory audit prior to installation, based on TEN Connected's significant experience and technical expertise, TEN Connected will deliver to the City a customized Asset Inventory Audit report **accurately identifying costs, savings and payback** (both simple and with any rebates or incentives included) for the LED streetlight retrofit. Again, there are few, if any, energy and utility situations TEN Connected has not already encountered and successfully addressed for other street lighting clients - specifically including: i) successfully applying for and maximizing available rebates, ii) applying for, and obtaining confirmation of corrected billing (tariff adjustment) for newly installed wattages from the utility, and iii) obtaining refunds for overcharges related to street lights that no longer exist.



2. Financial Stability and Capability

TEN Connected is financially well qualified to provide the City of Portland with custom financing options for funding 100% of the project. Because the economic and financial structure of each project is just as important as the technical outcomes, the proven financial capabilities of our team will result in the lowest possible cost financing options available at the time of financing.

Our team's experience in creating project financing for municipal customers over the past several decades will enable TEN Connected to assist Portland in meeting its internal financial requirements. Financing structures can vary based upon the types of equipment and systems to be installed, the available savings to be leveraged, and the type of accounting recognition and treatment requested by Portland. TEN Connected will customize the terms of our contract for the City of Portland to ensure that the City receives the absolute lowest cost financing.

TEN Connected is significantly experienced with managing, quickly and efficiently (within days), an internal RFP process for our customers to "open the financing up to competition" so that our customers receive the absolute most competitive rates and terms possible. This process often invites the City's current local financial institution to bid on the project financing. This is another way TEN Connected creates local economic development opportunities strengthening communities.

TEN Connected does not have any monetary interest in financing the project, nor will TEN Connected receive any commissions related to a financed project should TEN introduce the City to an eventual funding source.

Tax-Exempt Lease Purchase Option (Recommended)

A third-party funded, tax-exempt lease is a common method of funding LED street lighting conversion projects. The tax-exempt lease structure generally offers the advantage of quick availability of funding, low issuance costs and flexible payment terms that can match up to the savings cash flow, thereby always assuring the City borrowing the funds is cash flow positive, or at the very least, neutral.

"Shared Savings" / "Sale Leaseback" and Power Purchase Agreement (PPA) Models (Not Recommended)

TEN Connected does not recommend that the City of Portland enter a system acquisition agreement whereby an independent third party (not the City) purchases the street lighting system from the City or on behalf of the City and then leases the system back to the City of Portland. This "Shared Savings" funding model, in most cases, is unnecessarily costly and is generally reserved for non-government organizations that do not have access to extremely low-cost, tax-exempt funding sources.

The shared savings model is materially flawed (and has been out of favor for many years) because the City of Portland can obtain financing dollars to invest in the project much cheaper than a third party (with higher investment thresholds to meet) can loan it to them. In some cases, these "solutions" come with a hefty 10% or more cost of capital interest rate built to support the internal rate of return (IRR) requirements of the "lender" – making it necessary for that lender to "share" the savings with the City to cover the higher costs. Additionally, with current and historically low tax-exempt interest rates available, the City should not share the energy savings dollars with a third party when the most economically prudent course of action should be for the City to retain all of the energy savings to support the conversion – resulting in more scope for the available savings when compared to the shared savings model.



3. Design

There are important aesthetic, performance, operational, and ethical decisions that must be made when deciding on the street lighting package and installation configuration. These include determining the lighting levels required to accomplish the objectives; balancing the cost, energy efficiency, public safety, maintenance regime, and life cycle of the product chosen; choosing a fixture and pole style; addressing sky glow and light trespass through cut-off options; consideration of control systems; deciding on a light curfew (if appropriate); deciding on pole height and spacing; and evaluating the effect of lighting on nearby ecological habitats, such as parks, greenways, and riparian corridors. We discuss a few of these items for consideration in detail within this section, because important design decisions are informed by these considerations and the quality of the field audit.

The main goal of a TEN Connected-converted streetlight system is to ensure that safety, security and visibility are maintained throughout the City of Portland by ensuring appropriate lighting levels. At the same time, the volatility of electricity markets, how electricity is priced into the market and, the seemingly inevitable rise in electricity prices, require TEN Connected to focus directly on reducing excess energy consumption wherever possible to offset all costs of the project.

In addition to the goal of improving safety, security and visibility for residents, motorists, cyclists and pedestrians, TEN Connected's design will detail and verify lighting levels and discrepancies in uniformity of existing installations, and will identify any areas requiring corrective action to ensure that, municipality-wide, the lighting system, designed and installed by TEN Connected, will be consistent with nationally recommended lighting level standards post-conversion.

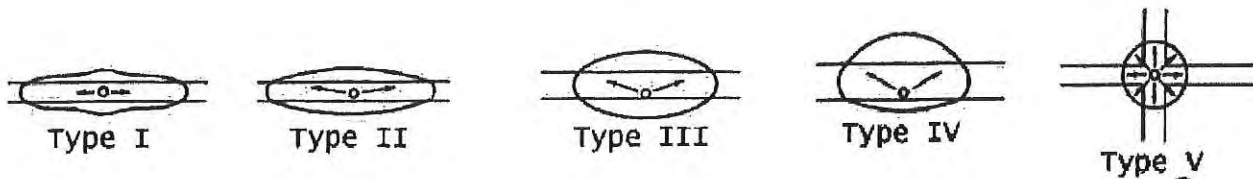
Importantly, TEN Connected shares the City's perspective that, although IES RP-8-14 recommends adequate light levels for the safety of pedestrians, cyclists, and vehicles, existing pole placements limit the degree to which IES standards can be met. Therefore, TEN Connected has independently developed design methodologies that will best deliver adequate lighting for the City for the expected product life cycle while at the same time supporting Portland's specific goals for the project. And therefore, IES standards may not be the standard selected by the City of Portland.

For example, enhanced public safety/homeland security is the primary focus of the City of Baltimore's Phase I LED conversion project. So much so, that the City asked TEN to evaluate fixtures best suited to "overdrive them" in high crime areas to shine a light on potential criminal activity – with the added feature to be able to dim the LED in the future if necessary to preserve its life cycle. TEN's customized design methodologies (based on life cycle costs and fixture performance analyses), after having been fully understood by Baltimore, were used by Baltimore to make its final selection on fixtures.

Appropriate Lighting – Pedestrian/Vehicle and Bicycle/Vehicle Crash Data, Light Levels/Spacing, Localized Land Uses, Volumes of Bicycle Activity, and Unique Neighborhood Activities.

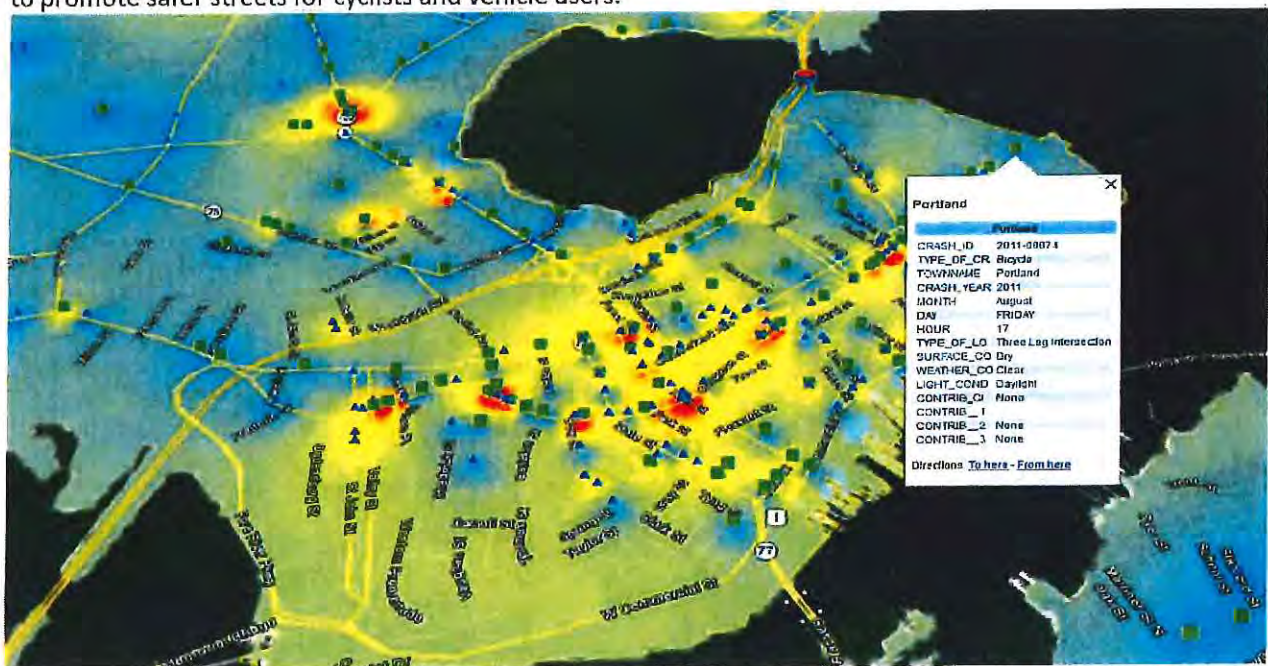
In the City of Harrisburg, PA, TEN was also asked to identify areas where lighting could be increased – public safety corridors, parking enforcement zones, and high crime locations, and then to recommend the most appropriate light levels and technology to meet those specific goals. TEN's design methodologies and recommendations were used by Harrisburg to inform their final fixture selection decision.

Different luminaire types can produce different lighting distribution. TEN Connected will work with the City of Portland to incorporate an appropriate analysis of important data points that can be used when developing the final lighting retrofit design. For example, this may include using a specific distribution footprint and light output for bicycle paths and high traffic locations coupled with pedestrian proximity, as well as analysis of the specific lighting distribution types, as follows:



Additionally, by utilizing data from the Maine DOT, the Greater Portland Council of Governments, and the City's Bicycle Coordinator, TEN Connected will utilize the specific and most recent pedestrian/vehicle and bicycle/vehicle crash data from the City of Portland, and our team will evaluate options available to the City and TEN Connected will make recommendations regarding appropriate changes to light levels in specific locations throughout the City.

TEN Connected Solutions would make recommendations to address lighting levels in the areas highlighted below to promote safer streets for cyclists and vehicle users:



From GPCOG, <http://www.gpcog.org/transportation-land-use/bikepedtrails/bike-ped-crash-data/>, Accessed 11.2.2016

Addressing Localized Land Uses

TEN Connected Solutions has experience working with cities to address lighting in areas like parks and waterfronts or where cultural facilities or public safety buildings require specialized lighting design. For example, TEN Connected has received positive feedback from Fire officials in the City of Harrisburg regarding the new LED street lights. Both firemen and local residents of Harrisburg feel the new lighting is an asset to the area and that it encourages better community engagement.

Addressing Placemaking, Wayfinding, and Unique Neighborhood Characteristics

When it comes to street lighting specifically, there are many opportunities for contributing to the aesthetic quality of a street. Using intelligent luminaires with a controls system, the intensity of street lights can be adjusted to not only save energy but also to highlight certain streets and provide cues to people that a particular street is residential (less bright) or commercial (brighter). Intensity of light can also be moderated to indicate activity during



special events. A further use of intensity is to provide illumination for direction during emergency or evacuation situations.

It is also important to limit the amount of light that trespasses onto adjacent buildings for a number of reasons. Light trespass can be a serious annoyance for residents whose interior space is affected by street lights with insufficient cut-off. Light trespassing on a building may also interfere with a property owner's attempts to control the nighttime aesthetics of their building via their own architectural lighting scheme.

Another factor is the surrounding reflective value of materials, such as sidewalks, and weather conditions, particularly rain and snow. Reflective surfaces impact luminance, increasing available light by up to three times. When sensors and control systems are in place, lights can be dimmed accordingly to optimize performance and minimize the cost of operation.

When glare and light trespass are due to fixture design, they can be solved using reflectors and shields on luminaire heads to shield or diffuse excess light. In general, when considering LEDs, a color temperature of 4,100K or warmer is recommended by TEN Connected.

Addressing Safety – Benefits Residents, Visitors, Public Safety Officials, and Businesses

A major task of street lighting is to increase safety for motorists, pedestrians and bicyclists, particularly at intersections where pedestrians/bicyclists may be crossing. A consistent concern is that high-mast streetlights, particularly those garnished with High Pressure Sodium (HPS) bulbs, do not adequately provide contrast between the pedestrian/ bicyclists and the background.

Metal halide fixtures have long been used at intersections because their better color rendering allows for better visibility and contrast. LEDs provide a similar benefit in this application. Street lighting also has an impact on the ability of emergency and utility personnel to perform their work at night. Emergency personnel report having a hard time seeing color properly under HPS lighting. This is an issue when work crews must identify colored electrical wires, for example.

LED lighting, with its potential for bright light and glare, needs to be designed to be compatible with camera performance. In some cases, cameras may also need to be repositioned for enhanced views. Safety officials generally prefer uniform light along the street, believing that uniform light eliminates shadows and adds to clarity. And LEDs improve the results of facial recognition technology.

Nighttime lighting also provides psychological comfort for society's more vulnerable members. When designed properly, lighting can be an effective tool in promoting outdoor safety. Crime Prevention Through Environmental Design (CPTED) researchers recommend that outdoor lighting be used to help with "natural surveillance" and "natural territorial enforcement" strategies.

Specific tactics include:

- Avoid poorly placed lights that create blind-spots for potential observers and miss critical areas
- Ensure potential problem areas, such as stairs, entrances and exits, ATMs, bus stops, dumpster and recycling areas, are well-lit (but not overly lit)
- Use shielded or cut-off luminaires to control glare
- In pedestrian areas, place lighting at heights that will illuminate the faces of the people
- Use lighting to identify property ownership and define public, private, and semi-private space

Addressing Energy Use – Benefits Residents, Visitors, Environment, and Businesses

TEN Connected Solutions Response to City of Portland, Maine - RFP #2917
Conversion of City Street Light System to LED Fixtures and from
Utility Owned to Municipally Owned and Maintained Fixture on Utility Owned Poles



LED technology's low-energy profile can further be enhanced using control systems and sensor programs that allow for user-control of street lights in certain contexts. Luminaire light output may also be reduced when there is sufficient natural ambient light.

LED lighting is increasingly emerging to capture energy efficiency savings around the world. There are more than 131 million street lights in the United States alone, producing 128 million metric tons of carbon dioxide pollution annually. Ninety percent of these lights are HPS or older technologies. Approximately ten percent are LEDs.

A comparative life cycle assessment of available street light technologies by the University of Pittsburgh's Mascaro Center for Sustainable Innovation noted the following:

- 22% of all energy generated in the U.S. is used for lighting, with 8% of that used for public outdoor lighting.
- A significant portion of the power used for current (not yet converted) street light bulbs produce heat, not light.
- LEDs are the most efficient, durable, long lasting and environmentally clean lighting source to date.
- LEDs last upwards of 20 years, significantly reducing maintenance costs, waste and environmental impact.

According to the US Department of Energy, in the next 20 years rapid adoption of LED lighting in the U.S. can:

- Reduce electricity demand for lighting by one-third
- Eliminate 258 million metric tons of carbon emissions
- Avoid building 40 new power plants
- Create financial savings that exceed \$200 billion

Post Field Survey Efforts:

Generally, Post Field Survey Efforts produce the following data which TEN would analyze, review and provide to the City: (1) Manufacturer Selection, (2) Final Design, (3) Installation Plan Base on Field Survey, and (4) Energy Analysis.

Addressing Monitoring – Benefits Residents, Visitors, Public Safety Officials, and Businesses

Since LED lighting is electronic, it can be remotely controlled or addressed on an individual fixture basis, on a series basis such as a particular street, on a City-wide basis, or any combination. Control methods include sending electronic signals by radio frequency (RF), internet (Wi-Fi), cellular, or simply by hard wiring. Safety officials feel the control possibilities of LED street lighting offer a variety of communication methods to alert fire and police. For example, the fixture closest to a 911 incident may flash on-and-off. Light intensity can also be increased to provide additional light when needed. Controls can be used to identify each street light's location to measure power usage on an individual basis, to signal when replacement is needed, to identify burned out or damaged fixtures, or to adjust color temperatures to accentuate warmer or cooler hues.

Addressing Durability – Benefits Local Government

AASHTO provides standards for the durability of luminaires in general. As a solid-state (SSL) technology, LED arrays are more able to hold up to shocks and vibrations.

Addressing Reliability – Benefits Local Government

Storm events knock out street lights and traffic signals, requiring Public Safety to assign police officers to critical intersections on a 24/7 basis for at least 24 hours and occasionally longer to direct traffic. At critical locations, backup batteries can be used for LED fixtures.



Addressing Light Output – Benefits Residents, Visitors, Public Safety Officials, and Businesses

Emergency responders require street lighting to be bright enough for emergency situations. While street lighting will need to meet minimum Lighting Ordinance footcandle standards, the amount of light may not be enough under certain emergency circumstances. The ability to increase LED light output at intersections via addressable controls is an advantage of the technology.



Addressing Light Pollution – Benefits Residents, Visitors, and Businesses

Light pollution is possibly the easiest form of pollution to prevent since it is easily controlled through proper fixture design. Additionally, much of it, such as streetlights, is directly under the control of the public sector or is subject to regulations.



4. Project Management

More detailed information about TEN Connected's Project Team can be found in **Attachment 1**.

TEN Connected Solutions' team has managed LED conversion projects of nearly identical size and complexity to the City of Portland in Harrisburg, Bethlehem, Baltimore, and most recently Scranton. TEN Connected's experienced in-house project managers will utilize our automated platform to update the City on project success, in addition to regularly scheduled in-person progress meetings. Starting in the design phase, and continuing through the implementation phase, TEN Connected will develop our partnership approach with Portland to identify the personnel required to efficiently execute the project.

TEN Connected believes that clear communication and meeting (or exceeding) the City's expectations every step of the way through the construction process is key to successful project coordination and implementation and garnering an excellent project reference from the City. TEN Connected will partner with the City to help prioritize and to ensure that the project is implemented on-schedule, as budgeted and that the benefits of this program survive for the long term.

When TEN Connected is invited to assist in optimizing equipment selection and system design, our team goal is purely to serve the City with a high-quality project implementation which saves operating costs (energy and maintenance) while delivering a street lighting system providing optimal comfort and safety, and other required environmental needs. TEN Connected's team researches, designs, and oversees field installations and testing of the high-quality, cost-effective lighting conversion project. TEN Connected will assist the City in analyzing the efficiency and other characteristics of several world-class LED fixtures for possible selection. TEN Connected's independence from any manufacturer enables us to provide the City of Portland with the most appropriate lighting solutions that efficiently address specific needs – further enhancing your results. TEN Connected's engineers and lighting designers have been able to diplomatically work with product manufacturers and suppliers on a national level to help in the selection of equipment and systems that can deliver a lower life cycle cost and better controls functionality.

Our team has experience project managing multiple projects simultaneously – from LED street lighting upgrades to smart city technology implementations to parking garage upgrades and more – and TEN Connected Solutions will bring that same level of expertise, experience, and coordination to the City of Portland.

Implementation

The major general steps of a TEN Connected construction implementation plan are as follows:

Initial Project Startup

Immediately upon award of the project, TEN Connected will further develop the partnership strategy with the City and identify all of the personnel required to efficiently execute this project. Once all the members of the project team are identified, the expectations for the project and its implementation will be clearly outlined. The project's implementation milestones will be established in the contract and in more detail in the project's regular construction meetings. These milestones will be confirmed regularly through clear lines of communication which have been established to facilitate a successful project implementation.

Procurement

As each project submittal is approved by the City, purchase orders will be issued for materials and subcontracts entered into for installation. TEN Connected will carefully evaluate the pre-identified subcontractors to determine the most appropriate fit for the project scope. TEN Connected's independence from any particular subcontractor or manufacturer ensures that it is able to provide the most appropriate solutions that efficiently address the City's



needs. As a result, TEN Connected can develop an objective and unbiased partnership with the City by implementing the lighting equipment and system upgrades that generate maximum returns often times through local community resources.

FOUR CRITICAL STEPS that TEN Connected has identified in the project implementation phase, that require precise record-keeping, and that are handled directly by TEN Connected's Project Manager are as follows:

1. MONTHLY Utility Notification of work complete - Allows savings to be "activated" on a monthly basis
2. MONTHLY Rebate Notification of work complete - Keeps a steady rebate cash flow returning to customer
3. MONTHLY Customer Invoicing of work complete - Systematically spaces project costs to customer
4. MONTHLY Subcontractor Invoicing of work complete - Provides cash flow for equipment and miscellaneous costs

Construction

Regular meetings will be held with the City to establish construction guidelines and TEN Connected will also work with the City to minimize the impact to the City's operation of the construction activities. Standard project management tools, such as a Gantt chart and detailed meeting minutes will be used to track progress. TEN prides itself on a proven track record of successful project implementations in varied settings which include everything from installations in offices, classrooms, gymnasiums and major sports stadiums, to special access situations in correctional and medical facilities – and certainly street lighting projects where traffic and pedestrian safety is of critical importance.

Construction services will be sourced through mutually agreed upon specialty electrical and controls subcontractors. All subcontractors perform their work under the direction of our in-house construction project management. TEN Connected's construction project managers will collaborate with our internal engineering team on specific design issues which are certain to arise. TEN Connected's internal project management team also will be responsible for training, preparing custom Operations & Maintenance (O&M) manuals, overseeing project commissioning, and ensuring the proper deployment of the control system (if included) to the satisfaction of the City.

Inspections & Reporting

As part of our Quality Control program, continuous inspections during construction are performed to ensure compliance with the scope of work and any City of Portland requirements. TEN Connected's project managers and engineers along with the City's representatives will inspect the construction of the project. Progress will be tracked on a daily and bi-weekly basis, and the results shared with the City and the Project Team.

Project Commissioning Plan

In the street lighting industry, the term "commissioning" is often applied to lighting control system activation, and applies to the entire City and its energy-using systems, including luminaires and controls. System activation and functional testing are steps within a larger process of ensuring all installed systems satisfy the design intent and owner requirements.

Commissioning answers the question, "Does the lighting system perform according to what the owner wanted and the designer intended?"

Using a Global Positioning System ("GPS") and a GPS functional control node embedded into each fixture, TEN Connected installs and activates the new street lights to be able to identify themselves and network instantly ("real time"). This approach reduces the cost of programming each fixture and eliminates on-site commissioning.



If the City's street lighting configuration resides on its own Geographic Information System ("GIS"), various types of lights including traffic signals, decorative, park lights, and various types of decorative lighting can be combined with the existing street lights ("layered GIS"). TEN Connected has (for other cities) and, will for Portland, integrate the LED converted street lights into Portland's GIS as the City sees necessary to do so.

Measurement and Verification (M&V) Approach

Energy savings for an LED street lighting upgrade project is determined by comparing annual energy use before and after the installation of the upgraded technology. The objectives of the M&V process are to document the annual energy savings achieved by the project. Energy use patterns are studied before and after the installation, and the annual energy savings are calculated as the difference between energy use before and after implementation (base-year and post-retrofit energy use). The calculation of energy savings may require adjustments to hours of operation if adjustments are permitted by the City's utility to optimize savings.

TEN Connected will provide a guaranteed savings program to Portland based upon sound and proven engineering design principles that: 1) isolate the energy efficiency criteria for which TEN Connected is responsible, and 2) specify those other parameters which are beyond TEN Connected's control.

TEN Connected will provide a customized M&V plan designed with the International Performance Measurement Verification Protocol (IPMVP) in mind. Our lengthy experience with all IPMVP options (A, B, C and D) enables us to delineate the cost and benefits of the approach needed to ensure the optimal structure of the M&V plan for Portland. As a means of equipment verification, the selected control system can act as a check and balance to verify the upgraded equipment is performing as TEN's Designer and the manufacturer intended.

Project Acceptance

TEN Connected's Project Manager will work in conjunction with the City's assigned project representative(s) and other personnel to make sure all systems, fixtures and equipment are performing as designed. Any deficiencies will be identified as punch list items and will be used to track and correct the deficiencies. Once the City and Project Manager have signed off on the completion of the Project, it is turned over to the City of Portland's street lighting operations personnel.

The Project Acceptance date marks the start of the material workmanship warranties from the manufacturer, and the savings measurement period.

In addition, a functional customized Operations and Maintenance (O&M) Manual will be provided to help optimize operation to provide significant energy savings and other lighting upgrade-related benefits. TEN views its O&M Manual as a risk reduction strategy, which will help systems run efficiently, function properly, and deliver its full life expectancy of value.

Operation & Maintenance Plan

TEN Connected's partnership approach continues throughout the contract term after the project's implementation to ensure that the savings guarantee (if applicable) and equipment operating parameters are realized. The warranties will be well-documented in the project-specific operating manuals and TEN Connected stands ready to assist Portland on any warranty issues throughout the warranty period. TEN Connected's approach to cost-effective maintenance of the project is to train City staff whenever possible, to understand and address operation and maintenance issues before the completion of the project.



In order to guarantee efficient functioning of all installed equipment, and the energy management goals of the City, a customized preventive operations and maintenance plan (POM Plan) will be delivered by TEN Connected after project completion.

The POM Plan would consist of a checklist of tasks that are performed at manufacturer-recommended intervals (usually measured in hours of equipment run time). This checklist will be kept in the form of a log and updated manually when tasks are performed. The POM Plan would include the following fundamental information, gathered during the audit:

- Installed Equipment;
- Manufacturer's name;
- Vendor's name and contact information;
- Date installed;
- Warranty information;
- Recommended parts lists;
- Vendor maintenance;
- City of Portland maintenance required;
- Maintenance checklist;
- Training;
- City-wide lighting and lighting controls layouts and as built lighting and lighting controls layouts.

In general, a comprehensive maintenance program should include:

- Fail alert system details
- Luminaire cleaning plan (Less heat is generated on lenses by LEDs than HID lamps so less dust normally adheres and fuses to the lens than historically with outdoor luminaires)
- Unit, power supply and photocontrol replacement plans (Note that today's power supplies are rated for 100,000 hour life and the expectation is that replacements will be very rare (<1%).

Training

Training is an important aspect of TEN Connected's offering. City personnel need to understand the objectives of the energy savings program and equipment operation to meet those objectives and to have them sustained over time. To that end, TEN Connected prefers to conduct comprehensive training on-site, during the construction phase to familiarize the City staff with the new systems. The majority of training is focused on familiarizing personnel with the new lighting and controls equipment being installed, equipment / system operation and regular maintenance. Most of the training will take place during start-up of the equipment and during the commissioning process, and some at project completion. All training is coordinated by TEN Connected project managers and the operations representatives from the City.

Integration with the City's GIS System, if available

Unique to our offering, we believe, is our ability to provide the City with electronic GIS shapefile format files that we create through our integrated, mobile-application driven auditing process and commissioning during our structured installation process. This enables the City to integrate all the new street lighting information (i.e. technology, inventory, wattages, GPS locations, etc.) into their existing Global Information System (GIS) at the time of installation. This is incredibly helpful, we believe, to the City of Portland in managing its street lighting system, providing analytics, and ensuring quick response times to outages.



When difficult and complicated challenges arise, TEN Connected's broad expertise and street lighting specialization will enable studying the problem, exploring all possible solutions, and supplying clearly defined options along with a recommended course of action.

Quality Control

TEN Connected Solutions believes that quality control starts in the development stage and continues all the way through construction, commissioning, and measurement and verification. An effective energy savings program requires a delicate balance between engineering and construction management. We establish this balance by involving the construction team during the development phase of the project to ensure the "constructability" of the lighting and lighting controls solutions we propose. The ultimate success of any energy savings project is measured by the ability of the installed systems to achieve the projected savings targets and to meet environmental expectations, while the success of a brilliant design is also predicated by its ability to be constructed. TEN Connected takes a comprehensive approach to development and engineering to establish this critical balance. This approach is made possible through TEN Connected's in-house design, engineering and construction management personnel.

Our design, engineering and construction teams work closely with each other to develop the scopes of work that are competitively bid to the City of Portland's approved vendors and subcontractors to ensure that the design intent is met, the project/system can be installed properly and maintained, and the construction team is very familiar with the project before installation begins. This seamless and transparent hand-off to construction ensures quality control. TEN Connected's team is also open to our subcontractors' input when it improves the design and/or lowers the cost to provide a better solution for the City.

Reporting to TEN Connected's Director of Installation, the on-site, 30-hour OSHA Certified Project Manager is accountable for the management of all assigned project construction activities taking place. The Project Manager (PM), through their on-site management, will ensure that the worksite is safe, supervised and managed in an effective and efficient manner for the City of Portland. Maintaining and managing daily communications with and directing the activities of all subcontractors is key to the success of the project. Our project managers utilize TEN Connected's proprietary cTEN application to quickly and efficiently report worksite progress, concerns and work scheduled to be performed the following day. This communication is shared with both our Director of Installation and designated personnel of the City as another procedure to monitor quality control.

Warranty and Maintenance

A comprehensive, 10-year material warranty will be included with TEN Connected's project offering for the City of Portland. The manufacturer's warranty will pass through TEN Connected directly to Portland to ensure that the City will have direct access to the full value of the manufacturers' warranty over the term of the contract. Specifics of this warranty will be negotiated to the best terms for the City and detailed in writing through the final engineering process with the selected manufacturer(s).



5. Technology Procurement

a. Fixtures

TEN Connected Solutions appreciates the desire to upgrade street lighting throughout the City of Portland to achieve the maximum benefits of LED technology while also maintaining a high level of value using quality products and careful installation. TEN Connected's unique approach to street lighting solutions will aid the City in determining the best lighting fixture(s) to meet their needs. On a weekly basis, TEN Connected is working with the world's leading exterior LED streetlight and decorative fixture luminaire manufacturers and distributors, and incorporating their technologies into our projects. This position allows TEN Connected to be an early evaluator of these technologies, and to come to conclusions regarding the efficiency, design, light output, quality and characteristics of the various technologies for and on behalf of our customers.

There are important aesthetic, performance, operational, and ethical decisions that must be made when deciding on the street lighting package and installation configuration. These include determining the lighting levels required to accomplish the objectives; balancing the cost, energy efficiency, public safety, maintenance regime, and life cycle of the product chosen; choosing a fixture and maybe a pole style; addressing sky glow and light trespass through cut-off options; consideration of control systems node or photocell; deciding on a light curfew (if appropriate); deciding on pole height and spacing; and evaluating the effect of lighting on nearby ecological habitats, such as parks, greenways, and riparian corridors.

The main goal of a TEN Connected-converted streetlight system is to ensure that safety, security and visibility are maintained throughout the City of Portland by ensuring appropriate lighting levels. At the same time, the volatility of electricity markets, how electricity is priced into the market and, the seemingly inevitable rise in electricity prices, require TEN Connected to focus directly on reducing excess energy consumption wherever possible.

As part of TEN Connected's competitive evaluation process on behalf of the City, TEN Connected Solutions will provide the City with a customized **LED Fixture Performance Characteristics Matrix** to facilitate discussions between TEN and the City with the end goal of assisting in the internal evaluation and final fixture selection.

Following is a depiction of the Performance Characteristics Matrix that was created by TEN (TEN Connected) for the City of Harrisburg prior to fixture selection. This matrix served as the foundation for TEN (TEN Connected Solutions), on behalf of Harrisburg, to request (in this case) cobra head fixture pricing – as well as to offer recommendations to Harrisburg regarding final selection.



Harrisburg Street Lighting					
Manufacture	GE	LEOTEK ELECTRONICS USA LLC	CREE	Cooper	HOLOPHANE / AEL
Part #	ERS10B3E1140AGRAYB OT	GCM1-30F-MV-NW-3-GY-1A-PCR7	RXSPCHT2MEE40K-ULSVH- SPX	VERD-A02-D-U-T3-4H7- 10K-4B-AP	ATBM E MVOLT R3 4B MP AO
Watts	117	105	101	92	115
Color Temp	4000k	4000k	4000K	4000k	4000k
CRI	70 CRI	70	70	>70	70+
Distribution	TYPE III	3	II LONG, II OR HI	T3	R3
Lumens	9300	9,192	8,407	9,099	13,600
mA	1050mA	1000	375mA/4	1.6ma	950ma
lm/W	79	88	83	99	118
IP Rating	IP66	66	IP66	IP66	IP66
Life Rating	50,000	100,000	100,000	>254,000	100,000 system
EPA R2	0.5	0.44	0.7	0.5	.70
BUG Rating	B1 UO G1	B2 UO G2	B1 UO G1	B2 UO G2	B2 UO G3
DLC (Y or N)	Y	Y	Y	Y	Pending
Weight #	20 lbs	10 lbs	<18LBS	20 lbs	21
7 pin NEMA PCR	7 pin Included	Y	7 pin Included	7 pin Included	7 pin Included
Lead time	2-4 weeks	2-3 weeks typical	4-6 WEEKS	2-4 weeks	1-5 WEEKS
Dimming	0-10V driver Included	0-10V driver Included	0-10 driver Included	0-10 driver Included	AO MANUAL OPTION or ROAM smart controls
Warranty	5yr std/10yr option	10 years complete	10 YEARS	10 Years	10 years
LEDs	Included	Included	10 YEARS CREE	10 Years	ABL Comm. Warranty
Drivers	Included	Included	10 YEARS CREE	10 Years	"
Finish	Included	Included	10 YEAR GRAY	10 Years	"
Fixture	Included	Included	XSPIC SERIES	10 Years	"
Labor Allowance	N/A	N/A	NA	N/A	N/A
Comments	Internal Bubble Level D 3-level dimming standard - Dimming Driver; T = 10kV/5kA Surge Protection Rubber seal around arm standard Mounting bubble standard 4-bolt option for mounting N/C Reversible mounting plate for different pipe OD Parts MADE IN Malaysia, assembled in CA (meets BAA)				
			Multi-level dimming standard	Bird Guard Mounting bubble	Multi-level dimming standard Mounting bubble standard

Sampling to Facilitate Final Fixture Selection

Using TEN Connected's Performance Characteristics Matrix, we worked with the City of Harrisburg and various national manufacturers to identify a prominent area for the street lighting samples to be installed. Upon installation, the City then invited residents, public works officials, and public safety professionals to vote for (or weigh in on) their favorite fixture using such variables as light output, design, ease of operation, insect guard availability, and several others. Two (2) samples of each manufacturers' LED cobra head were installed for purposes of determining ease of installation and maintenance, and one (sample) of each was "table-topped" in City Hall so that city personnel and the public could view and inspect the options for selection.

After residents weighed in on the fixtures installed and displayed in City Hall for public view and inspection, and, with consideration given to TEN's professional recommendations, the City made a final selection (Eaton/Cooper) of the cobra head fixture they believed best met the needs of the City of Harrisburg after considering all the variables.



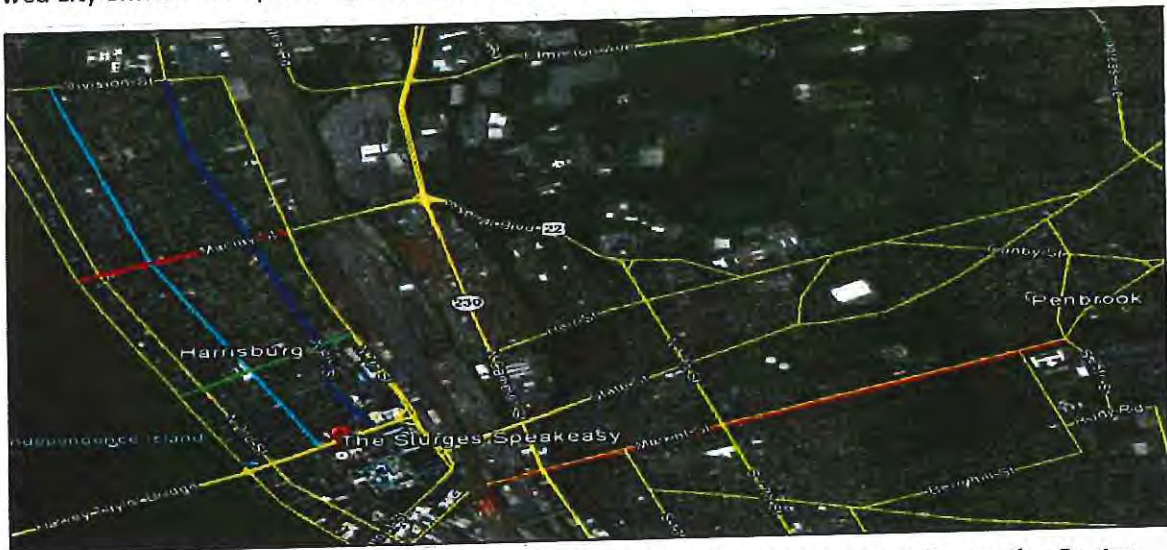
Picture of samples "table-topped" in Harrisburg City Hall for Inspection and public input



TEN Will Deliver World-Class Options for Portland

TEN Connected Solutions will work with the City to determine if incorporating a pilot would help in the education of the new technologies available and in the final selection of a new LED street lighting fixture. As a feature of TEN Connected's approach to lighting design and street lighting, if the City decides to engage in a pilot process, this process will not result in any additional installation costs. TEN Connected will work with the lighting manufacturers and the distributors to negotiate free samples.

Using a similar matrix to those that have been prepared in our other street lighting projects, TEN Connected will also work with Portland to obtain products for comparison that detail each characteristic – everything from color temperature to ease of installation to length of manufacturer's warranty – and that are appropriate for various locations throughout the City. Special consideration will be given to areas where Portland may want increased or decreased lighting. Again, in Baltimore and in Harrisburg, TEN Connected developed a lighting design that allowed City officials to improve light levels in target communities and safety corridors.



Depiction of pre-design mapping work for City of Harrisburg's Emergency Evacuation Routes

Finally, TEN will deliver to the City a new update to the City's GIS system that identifies the characteristics of the new LED street lighting system, an accurate inventory of all new products purchased, and all expected costs, savings, financial paybacks, and potential incentives for the new street lighting system.



b. Smart Controls, IoT, and other Smart City Solutions

TEN Connected Solutions develops projects that integrate Information Communications Technology (ICT), Connectivity-Related Devices and customized Smart Cities technology applications (e.g. security services, neighborhood services, media, etc.). While there are a number of products and software services available, TEN Connected would seek to incorporate commercially ready technologies that would meet the City of Portland's goals.

Advanced Wireless Controls

Installing advanced wireless controls enables the City to have more control over new LED street lights, increase overall luminaire lamp life, provide dimming capabilities (where applicable) for increased electric energy savings, and to reduce maintenance costs associated with the street lighting system.

When the full life-cycle of an advanced wireless controls system is considered, the technology (with the 7-pin NEMA connector) has been found to provide more control for the street lighting system and to "future-proof" the street light, and to enable additional technologies to be integrated at a later date. Any TEN Connected recommended and/or installed control system will have open Application Program Interface that will allow the city to ensure functionality and expand the system in the future if so desired.

Other Value-Add Systems Available through TEN Connected

LED STREET LIGHTING & SMART CITIES

- **Procurement.** Established municipal procurement method facilities delivering LED street lighting and technologies to cities
- **Installation.** TEN, through its technical and construction teams, install LED street lighting city-wide
- **Financing.** Energy and maintenance savings from LED streetlights help to pay for the deployment of other smart cities technology
- **Equipment/Technology Deployment.** LED Luminaires and mast arms themselves provide physical platform to deploy smart city applications
- **Revenue Generation.** Installed equipment/technologies platform serves as revenue generation apparatus for cities



ENERGY & MAINTENANCE	UTILITY	VEHICLE	TRANSIT	PUBLIC SAFETY	INFRASTRUCTURE
• Utility grade metering • Usage monitoring • Remote outage notification • Utility rebate optimization	• Water metering • Gas metering • Equipment monitoring/control • Hazardous materials emergency response	• Smart parking • Parking enforcement • Vehicle detection • Mobile payments • EV charging	• Fleet management • Asset tracking • Mobile payments • Smart roads	• Video surveillance • Remote security monitoring • Emergency response • Mass notifications	• Sensors • Antennas • Wireless connections • Small cells • Charging platforms

More specifically and by way of example, here are some smart city solutions offered by TEN Connected:

1. Public Wi-Fi, by REDZONE Wireless (TEN Connected Partner)

TEN Connected Solutions Response to City of Portland, Maine - RFP #2917
Conversion of City Street Light System to LED Fixtures and from
Utility Owned to Municipally Owned and Maintained Fixture on Utility Owned Poles



Redzone Wireless, LLC is a leading Maine-based wireless internet service provider. The company has deployed a combination of wireless broadband technologies to provide broadband network access to ~220,000 Households, and 30,000 Businesses in Maine.



The company deploys transmission equipment on fiber optic-connected telecommunications towers, delivering competitive broadband services for residential, commercial, enterprise and municipal applications. Redzone's networks operate on both FCC-licensed and open spectrum bands. Redzone's 4G LTE Advanced fixed wireless network operates on 2.5GHz EBS spectrum, secured through a long term exclusive lease agreement with the University of Maine System. Redzone is a certified Pine Tree Zone company, and has received a portion of its financing through a loan program administered by The Finance Authority of Maine (FAME).

TEN Connected, in partnership with Redzone Wireless, proposes to investigate and propose the construction and activation of a city-wide high speed 100 Mbps public Wi-Fi network and infrared camera system in Portland. The system proposed would include installations of ~ 600 Wi-Fi Access points (APs), and ~600 Infrared cameras, and would be constructed during the installation of LED lighting upgrades.

The City of Portland is spread across 22 square miles of land area, and is lighted by approximately 6,600 light poles/fixtures. Preliminary engineering suggests that approximately 600 Wi-Fi APs would provide network coverage across the entire city.

Managed Wi-Fi Network

As part of the Wi-Fi network, TEN and Redzone will provide a large scale wireless mesh solution for Portland public & municipal use. We will provide a completely turnkey solution, from network design and RF planning to deployment and on-going network maintenance and support. TEN and Redzone will coordinate the installation of wireless broadband internet connections, configure all wireless access points and Redzone will provide Portland with ongoing monitoring, user technical support, and management of all equipment.

Redzone's Customer Service Center located in Maine provides live one-on-one support, 24 hours a day, 7 days a week, 365 days a year. We feel that superior customer service is one of the foundations of our network services.

Benefits of Managed Wi-Fi

- Consulting and Network Analysis
- Complete Turnkey Solution – Hands Off and Worry Free
- Proactive Network Monitoring and Maintenance
- 24 x 7 x 365 Customer Support

Managed IP Video Surveillance

TEN and Redzone also propose a managed IP video surveillance system as a means of protecting the community, as well as public and private property. TEN and Redzone propose a complete turnkey solution including camera/surveillance network design, installation, and on-going network maintenance and support.

Video Surveillance System Features



- Wireless Surveillance Cameras Are Installed on the Same Wireless Network Used for Wi-Fi
- Network Owners Can View and Control Versatile Pan/Tilt/Zoom Cameras from Anywhere via the Internet**
- Day and Night Vision
- Megapixel Resolution
- Weather Proof
- Vandal Resistant

The wireless connectivity will be supplied through Redzone's existing wireless network infrastructure currently deployed throughout the Portland metro area. The public Wi-Fi network will provide a defined period of free daily broadband access to users accessing connections through a custom Portland community portal. The Portland Wi-Fi portal will also provide direct access to local information & community services.

The 100 Mbps Free Public Wi-Fi network will distinguish Portland, Maine among the most connected American cities, bridging the digital divide among economically challenged segments of the population; assisting students with free access to broadband for homework and educational purposes; supporting job seekers with the tools to access and apply for available employment opportunities; and to support tourism by providing visitors to Portland with high value ubiquitous connectivity.

The infrared camera system will provide day & night visibility throughout the city at up to 600 locations to be determined including schools, parks, high traffic areas, intersections, downtown business & entertainment districts, public buildings, parking lots & municipal structures, etc. The system would provide digital recording capabilities and system administration through a cloud-based video control system. The system will allow multiple users in law enforcement, public safety, planning

TEN and Redzone already have established preliminary cost estimates to deliver this service to Portland, and look forward to sharing our vision with the City through this process.

Revenue Sharing

At the conclusion of the daily free Wi-Fi service period (projected to be 60 minutes), Public Wi-Fi network users will be presented the option to purchase access for additional time periods, generally offered in increments of 1 hr, 1 day, 1 week or 1 month. Based on mutual agreement to the specific terms and pricing, TEN Connected and Redzone would be willing to negotiate a revenue sharing arrangement with City of up to 20%. The agreement could enable the Portland to recover its monthly network operating expenses and potentially recapture the original capital investment based on usage.

2. Smart City Media (TEN partner) - Revenue Generation

A Smart City Media LLC, smart media grid enables communities like Portland to be better connected. In fact, the platform uses information kiosks to create a better connected community, where citizens can easily discover events, programs, deals and other relevant and important information as they walk down the street. The system also allows public safety and homeland security officials to not only see and assess emergency situations but also to broadcast alerts and provide mobile updates to residents in targeted locations.





This platform also serves as a significant revenue generation opportunity. Advertisers can develop targeted content and pay premium fees to broadcast their individual content. This revenue opportunity can net up to several hundreds of thousands of dollars for Portland to be used to pay for light grid infrastructure improvements, public services, or reinvested into the smart street lighting system.



TEN and Smart City Media already have established preliminary cost estimates to deliver this service to Portland, and look forward to sharing our vision with the City through this process. **Original estimates indicate that a smart media platform could generate \$850,000 for Portland in the first 5 years without Portland having to invest any capital in the project.**

a. Intellistreets, by Illuminating Concepts (TEN partner) – Revenue Generation

In addition to generating revenue and providing public safety and homeland security officials with critical information, smart city technologies can also be used to broadcast audio messages to residents, serve as a mechanism to update residents on traffic closures, and use colors and lights to alert individuals to an emergency situation.

Intellistreets has designed, patented and manufactured electronic modules (EM) that may be embedded or attached to almost any form of structure or luminaire. The system uses wireless technology – not Wi-Fi (and therefore potentially less “hackable”) – to communicate with individual luminaires. Using wireless eliminates the high construction costs of wiring, cabling, and conduit and allows for integration within virtually any modern architectural control system for synchronization of any feature within and around the Intellistreets system.



Finally, the system can be used for entertainment purposes and allow the City to use of radio broadcast from playlists while a wide range of additional sensors can be utilized for exciting pedestrian user interaction.

b. Public Safety - Gun Shot Detectors

Recently, a national manufacturer partnered with a technology based company to fit microphones to LED street lighting systems. The microphones can detect gun shots and give approximate locations to local public safety officials who are then able to better to determine the number of gun shots and potentially the number of shooters.



6. Installation & Maintenance

Description of Work

TEN Connected will provide an Investment Grade Audit to the City of Portland, detailing the scope of work to be completed. Additionally, once construction begins, TEN Connected will manage and maintain daily progress information and track quantities, contractor payments, and change orders. We will prepare and recommend for approval, periodic installation quantities satisfactory to the City.

Installation Schedule

TEN Connected will develop, monitor and maintain a master project schedule for the entire project to integrate and coordinate the activities of the various ongoing design and construction activities and contracts.

TEN Connected will adhere to the required installation schedule unless otherwise agreed upon by the City and TEN Connected to change the timeframe for installation based on the number of fixtures and smart cities technologies to be installed.

A project schedule can be found in **Section H: Project Schedule**.

Reference Standards

There are important aesthetic, performance, operational, and ethical decisions that must be made when deciding on the street lighting package and installation configuration. These include determining the lighting levels required to accomplish the objectives; balancing the cost, energy efficiency, public safety, maintenance regime, and life cycle of the product chosen; choosing a fixture and pole style; addressing sky glow and light trespass through cut-off options; consideration of control systems; deciding on a light curfew (if appropriate); deciding on pole height and spacing; and evaluating the effect of lighting on nearby ecological habitats, such as parks, greenways, and riparian corridors.

The main goal of a TEN Connected-converted streetlight system is to ensure that safety, security and visibility are maintained throughout the City of Portland by ensuring appropriate lighting levels. At the same time, the volatility of electricity markets, how electricity is priced into the market and, the seemingly inevitable rise in electricity prices, require TEN Connected to focus directly on reducing excess energy consumption wherever possible to offset all costs of the project.

In addition to the goal of improving safety, security and visibility for residents, motorists, cyclists and pedestrians, TEN Connected's design will detail and verify lighting levels and discrepancies in uniformity of existing installations, and will identify any areas requiring corrective action to ensure that, municipality-wide, the lighting system, designed and installed by TEN Connected, will be consistent with nationally recommended lighting level standards post-conversion.

Importantly, TEN Connected shares the City's perspective that, although IES RP-8-14 recommends adequate light levels for the safety of pedestrians, cyclists, and vehicles, existing pole placements limit the degree to which IES standards can be met. Therefore, TEN Connected has independently developed design methodologies that will best deliver adequate lighting for the City for the expected product life cycle while at the same time supporting Portland's specific goals for the project. And therefore, IES standards may not be the standard selected by the City of Portland.

For example, enhanced public safety/homeland security is the primary focus of the City of Baltimore's Phase I LED conversion project. So much so, that the City asked TEN to evaluate fixtures best suited to "overdrive them" in



high crime areas to shine a light on potential criminal activity – with the added feature to be able to dim the LED in the future if necessary to preserve its life cycle. TEN's customized design methodologies (based on life cycle costs and fixture performance analyses), after having been fully understood by Baltimore, were used by Baltimore to make its final selection on fixtures.

Submittals

TEN believes that quality control starts in the development stage and continues all the way through construction and measurement and verification. An effective energy savings program requires a delicate balance between engineering and construction management. We establish this balance by involving the construction team during the development phase of the project to ensure the constructability of the lighting and lighting controls solutions we propose. The ultimate success of any energy savings project is measured by the ability of the installed systems to achieve the projected savings targets and to meet environmental expectations, while the success of a brilliant design is predicated by its ability to be constructed. TEN takes a comprehensive approach to development and engineering to establish this critical balance. This approach is possible because TEN utilizes in-house design, engineering and construction management.

Our design, engineering and construction teams work closely with each other to develop the scopes of work that are competitively bid to the City's qualified vendors and contractors to ensure that the design intent is met, the project/system can be installed properly and maintained, and the construction team is very familiar with the project before installation begins. This seamless and transparent hand-off to construction ensures quality control. TEN's team is also open to our subcontractors' input when it improves the design and/or lowers the cost to provide a better solution for the City.

Reporting to TEN's Director of Construction, the on-site 30-hour OSHA Certified Project Manager is accountable for the management of all assigned project construction activities taking place. The Project Manager, through their on-site management, will ensure that the worksite is safe, supervised and managed in an effective and efficient manner for the City. Maintaining and managing daily communications with and directing the activities of all subcontractors is key to the success of the project. Our project managers utilize TEN's proprietary cTEN application to quickly and efficiently report worksite progress, concerns and work scheduled to be performed the following day. *This communication (depicted below) is shared with both our Director of Construction and designated personnel of the City as another procedure to monitor quality control.*





Quality Assurance and Warranty

TEN Connected will conduct spot inspections, a final inspection, and semi-final inspection if directed, and generate a punch list of work to be completed for each contract. TEN Connected will monitor the punch list until it is complete. TEN Connected will provide written notice to the City when all project work is complete and recommend project acceptance.

TEN Connected will provide an individual experienced with safety programs in construction to serve as the City's agent and representative in matters of construction safety, specifically one with experience which directly relates to state and local safety laws, including statutes, rules, regulations, and ordinances. Tasks will include the following: a) Review the timeliness of safety and accident prevention procedures on the project and review and accept Contractor Safety Programs; b) In the event certain individuals are found to be in violation of safety requirements, direct the subcontractor to remove the individual employee, or to invoke any other contractual remedy deemed appropriate; c) Observe and monitor subcontractor compliance with OSHA, the City, and local and state laws and regulations; d) Periodically attend Foremen's 'tool box' safety meetings and evaluate effectiveness; e) Review and accept subcontractor emergency and safety plans and procedures; f) Organize and participate in monthly site inspections and report on findings; g) Continually coordinate the City's general and specific safety concerns with the Project; h) TEN's involvement in the Safety of the project shall in no way relieve or decrease the Contractor's obligation for safety.

Installation

TEN Connected will conduct bi-weekly on-site job progress meetings for the project with Project Management representation in attendance as needed. We will attend/facilitate pre-job and preconstruction conferences and all job related meetings. TEN Connected will discuss issues and actions to be taken with all responsible parties, and dates when issues are to be resolved. TEN Connected will review and negotiate costs for additional extra work. TEN Connected's team can provide detailed engineer's cost estimates, and our project managers will document the contractor's work force for any extra work that may be required or requested.

Field Quality Control

TEN Connected will provide daily management while the project is ongoing. TEN Connected's project managers will be available to coordinate with contractors, utilities, and City of Portland operations personnel to evaluate progress and activity daily. TEN Connected's project managers will also provide regular emailed progress reports and updates from our proprietary cTEN construction management program.



Adjusting and Cleaning

For each of its customers, TEN delivers a custom Operations and Maintenance (O&M) manual for luminaires and controls systems. Minimal maintenance is required considering 20-year fixture life and extremely low failure rates of LEDs (i.e. less than 1% in TEN's experience). The development of the maintenance plan starts during the Audit phase of the project. TEN carefully evaluates operating procedures and characteristics so that the luminaires, controls, and ancillary equipment have the most appropriate maintenance plan. TEN's maintenance analysis process yields benefits because the systems can then be operated at the highest level of efficiency.

Disposal

TEN Connected will develop the strategy, identify vendors, and manage the overall process. Collected materials will be gathered including but not limited to capacitors, mercury containing devices, drums, bulbs, and ballasts



and placed in an accumulation area. For each project, accumulation sea containers will be stored at strategic locations for ease of disposal. These locations, when selected, will provide several advantages; most notably the fact that it is a covered and relatively sealed environment. Hazardous products will be kept in the original containers unless they are not re-sealable. The original material safety data sheets (MSDS's) will be retained and available for review by City of Portland. If surplus product must be disposed, disposal requirements set forth by the local, State, and Federal regulations will be followed as applicable. During the collection of materials, the selected recycling and disposal management vendor will ensure and certify that the integrity of the equipment or containers is sound. If the integrity is compromised, the vendor will immediately re-pack the containers or equipment. Temporary containment, if required, will be constructed of polyurethane sheeting and oil socks. The sheeting will be placed under the affected areas and oil socks will be placed around the perimeter of the sheeting.



7. Construction Administration

TEN Connected will work with the City to develop bidding documents for the installation of street lighting systems. Led by our Director of Installation and the Director of Design - TEN Connected will assist in the review of all bid documents to confirm that each specification is addressed and met by the respondents. TEN Connected Solutions offers a full commissioning of fixtures not simply a spot-check to determine if installation procedures are followed.

TEN Connected recommends maintenance on a time and materials basis due to the extremely low failure rate of LEDs (less than 1%) and the availability of "attic stock" to be provided by TEN Connected as part of the project. Alternatively, TEN Connected will offer to undertake a maintenance protocol which also provides a labor warranty directly to the City, and administers the materials warranty provided by the fixture manufacturer.

TEN Connected's specifications for Installation and Maintenance Contractors will include, but will not be limited to, the following:

- Description of Work;
- Required Installation Schedule;
- Order of Streets or Areas to be Converted;
- References;
- Submittals;
- Quality Assurance;
- Commissioning Assistance;
- Warranty;
- Installation Plan;
- Field Quality Control;
- Adjusting & Cleaning;
- Disposal;
- Availability of Maintenance Services; and,
- Safety Record

In addition to the language listed above, TEN Connected will also include language relating to platform training for TEN Connected's proprietary project management software (cTEN), fixture recycling, traffic control and flagging, obtaining permits, or any other goals required of the City, such as M/W/DBE participation goals.

After working with the City to determine the minimum requirements for installation and maintenance contractor(s), and after Invitations for Bids (IFB) have been issued by the City, TEN Connected will review each bid to confirm which vendors have met the minimum criteria, and will deliver to the City a concise summary of those bids for purposes of evaluating desired services and selecting and approving subcontractors.

All subcontractors will perform their work under the direction of TEN Connected's in-house construction project management and will be required to use TEN Connected's cTEN technology platform (for project progress reporting) that will enable the City, and the TEN Connected project team, to receive daily installation updates. Our project management team also will be responsible for training, preparing customized Operations & Maintenance (O&M) manuals, and overseeing project commissioning.

TEN Connected will conduct spot inspections in accordance with the RFP, a final inspection, and semi-final inspection if directed, and generate a punch list of work to be completed for each contract. TEN Connected will



monitor the punch list until it is complete. TEN Connected will provide written notice to the City when all project work is complete and recommend project acceptance.

For example, TEN Connected is currently installing LED street lights in the City of Baltimore. To keep the local community and city officials up-to-date on the progress of the project, TEN Connected coordinates weekly briefing documents. A sample bi-weekly report (TEN Connected prepared for the City of Baltimore) can be found in **Attachment 2: City of Baltimore Street Lighting Upgrades Bi-Weekly Report dated October 28, 2016.**



8. Acquisition of Street Lights

TEN Connected has been closely monitoring the case that has been proceeding in front of the Maine Public Utilities Commission. TEN Connected will assist the City in completing the acquisition of the street lighting system from Central Maine Power. The bulk of such negotiation of course is the Net Book Value (NBV) of the system, as well as the specific requirements (approved by the MPUC) for the City to take ownership of the system from CMP.

TEN Connected will specifically follow the guidelines and procedures currently being developed in strict conformity to that which is required – including whether fusing must be accomplished by CMP or it is legally permissible for someone else to install the required fusing.

Nevertheless, TEN Connected has dedicated staff on hand (who are former utility company executives), who are available to diplomatically negotiate and finalize the various acquisition documents between the City of Portland and CMP.

TEN Utility Billing Structure Experience

It is important to note that due to TEN Connected's contracts with the cities of Bethlehem and Harrisburg (both served by Pennsylvania Power and Light - PPL) and Baltimore (served by Baltimore Gas & Electric – BGE) for their LED streetlight conversion projects, TEN Connected has become intimately familiar with utility street light billing structures across these and other utility territories we are currently conducting business.

Furthermore, TEN Connected's work with the City of Baltimore required TEN Connected not only to design and project manage Baltimore's LED streetlight conversion project, but specifically includes the technical analysis of Baltimore's BGE utility billing structure, including utility bill reconciliation. TEN Connected is confident that we will be able to provide this same comprehensive level of understanding, experience, and successes to the City of Portland in preparing and submitting the information required by Central Maine Power to adjust to the new LED tariff rate.

Currently, TEN Connected is assisting the City of Harrisburg, PA in negotiating the acquisition of several hundred remaining street lights, which are the only remaining street lights in that city that are still owned by the local utility.



9. Rebate/Incentives

Prequalification Application – TEN Connected will repair and submit, on the City's behalf, a prequalification application with Central Maine Power to begin the rebate and incentive program process, and will follow through with such application until all amounts are received that are due to the City or Portland.

Rebate Program Submission – TEN Connected will establish and maintain necessary records for any products eligible for rebates, and will submit rebate applications per the program's instructions (as completed or at the end of construction) to the Central Maine Power. Upon receipt from the City, TEN Connected will submit itemized receipts or invoices with the manufacturer, model number, and purchase price of each qualifying product in addition to supplying manufacturers' specification sheets, as well as submitting any other documentation required by Central Maine Power to maximize available rebates.

The following information from Efficiency Maine would be used to determine rebate estimates and would be used in the program submission application.

	New LED Fixtures	
	Measure Description	Incentive
	Streetlight or Parking Fixture (Pole Mounted, utility pole mounted fixtures are ineligible)	\$75-\$175
	Wall-Mounted and Area Fixture (Wallpack)	\$100
	Canopy or Parking Garage Fixtures	\$50-\$75
	Flood and Spot Lights	\$75-\$175

Final Submission – TEN Connected will compare final project quantity and products with final rebate submission, and will communicate with Central Maine Power to confirm that final submission has been submitted for approval.

Receipt and Payment – TEN Connected will coordinate with the City of Portland and Central Maine Power to ensure that final submissions and payment of rebates and incentives have been completed.

For this initiative, TEN Connected will also seek any other rebates and financial incentives available for the City of Portland. For example, as part of TEN Connected's street lighting conversion for the City of Bethlehem (PA), TEN Connected obtained \$224,000 in rebates directly paid to the city by the local utility. In the case of the City of Harrisburg, TEN Connected assisted in facilitating a \$500,000 grant awarded to Harrisburg specifically intended for the purchase of equipment related to Harrisburg's LED street lighting conversion, as well as applying for and securing for Harrisburg in excess of \$385,000 in direct-pay rebates to the city under Pennsylvania's Act 129 utility rebate program. As certain incentives are time and program sensitive, TEN Connected will undertake careful planning to optimize and obtain maximum value of all incentives available to the City of Portland.



F. Value Added Services

Compared to high-intensity discharge (HID) lamps, like HPS, LEDs provide the following benefits for the City of Portland:

Technology

Reduce Maintenance	Save Energy
- Fewer lamps to replace and dispose due to longer life, lack of parts to replace - Less associated lane closures	- High system efficacy - Less site wattage due to utilization - Controllable and dimmable
Improve Optical Control	Improve Visibility
- Reduce direct and reflected uplight - Less light trespass with reduced shielding - Reduce wasted light	- Better color rendering - More uniform lighting distributions - Eliminate dark areas between poles
Increase Safety	Increase Environmental Care
- Reduced fixture outage liability concerns - Broad spectrum lighting (white light)	- Reduce hazardous waste - Reduce energy consumption

Services

TEN Connected Solutions has the expertise and the national network available to guide the City during the implementation of all smart cities technologies, including but not limited to citywide Wi-Fi, smart traffic and parking management, interactive electronic communication, advanced lighting controls, environmental sensing, electronic vehicle charging, waste management technologies, and other opportunities. For example, early research and estimates by TEN Connected Solutions indicates that the City of Portland could potentially generate millions of dollars in revenue over the term of the contract. These projections are based on advertising revenue and converting the street lighting system to LED; however, revenue generated from installing meters, smart street lighting controls, Wi-Fi, and other technologies will allow the City to realize additional substantial revenues that can be used for operations and infrastructure improvements.



G. Additional Information

Please see **Attachment 3: City of Harrisburg Case Study** and **Attachment 4: Project Photo Gallery**



H. Project Schedule

Construction services will be sourced through mutually agreed upon specialty electrical and controls subcontractors. All subcontractors perform their work under the direction of TEN Connected's construction project management team. TEN Connected's local construction project managers will collaborate with our internal engineering team on specific design issues which are certain to arise. Our project management team will also be responsible for training, preparing custom Operations & Maintenance (O&M) manuals, and overseeing project commissioning.

Draft Project Schedule assumes street lighting inventory will be purchased from Central Maine Power (CMP) prior to contract signing.

Once the City of Portland approves the contract and secures any project funding necessary, the following is our expected installation schedule.

Draft Project Schedule:

Task Description	Duration (Calendar days)
City of Portland Work Order Contract Issued & Fully Endorsed	5 business days
TEN Prepares Final Design	10 business days
Material Procurement & Delivery Services	30 business days
Installation Services, Utility Conversion & Controls Commissioning	65 business days
Substantial Completion (Punch List Submitted and Completed)	15 business days
Final Completion (including final controls commissioning)	10 business days



**Connected
Solutions**

PRESENTED TO

CITY OF PORTLAND, MAINE

11/9/2016

ATTACHMENT 1:

TEAM RESUMES



TEN Maine

19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 19118

TEN New England

51 Melcher Street
Boston MA 02210

TEN DC/Baltimore

9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

855.429.1010 | tenconnected.com | info@tenconnected.com

Street Lighting Team Individual Resumes

TEN Connected Solutions' Executive Team:

Troy Geanopoulos - CEO

Rob Campbell, PE, MBA - EVP

TEN Connected Solutions' Street Lighting Team:

Patrick Regan – VP, Customer Solutions

Olivia Benson, MBA – Program Manager

Joseph Statler - Director of Installation

Mike Schneider, LC, CLEP, CPM – Director of Design

Greg Lok, PE, CEM – VP, Technology & Engineering

Troy Geanopulos **CEO**

Total years of relevant energy-related experience: 20+ Years

Anticipated Role:

As TEN Connected's Chief Executive Officer, Mr. Geanopulos will be a main point of contact throughout the duration of the City's project, along with Patrick Regan, VP Customer Solutions. Troy will ensure proper coordination of TEN Connected's project team with Patrick Regan to ensure Portland's overall satisfaction.

Educational Background:

B.A – Dickinson College, Carlisle, Pennsylvania

Professional/Technical Professional affiliations:

Tepper School of Business – Entrepreneurial Leadership Forum

Member, U.S. Green Building Council

Member, Green Building Alliance

Experience

TEN and TEN Connected Solutions – Chief Executive Officer, 4 years

Mr. Geanopulos is responsible for guiding all of TEN Connected Solution's business development efforts and strategy to address client needs and objectives. He has a valuable combination of skills and experience, which enables him to understand and discuss customer contractual needs and requirements, and extensive hands-on experience in recognizing customer project strategies through decades of energy efficiency experience.

Constellation NewEnergy – Sr. Vice President of Sales, 2.5 years

As Sr. VP of Sales, Mr. Geanopulos was responsible for leading a national sales team for this Fortune 500 Company, developing marketing and business development strategies to position Constellation Energy (now an Exelon Company) as the nation's leading provider of energy efficiency solutions.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)

Municipal Government Street Lighting, \$3.6 million

2013 / 2014 - City of Bethlehem, Bethlehem PA

Municipal Government Street Lighting, \$3.9 million

2013 / 2014 - United Steel Workers Building, Pittsburgh PA

Commercial Office Building, \$3,510,136

2015 - Eastern Gateway Community College

College, \$1,759,014

2014 - The Pennsylvania State University, Beaver Stadium

State University, Stadium Lighting, \$763,274

Rob Campbell, PE, MBA
Executive Vice President

Total years of relevant energy-related experience: 26+ Years

Anticipated Role:

As TEN Connected's EVP, Mr. Campbell will oversee management of the customer's goal development and strategic planning. Mr. Campbell's primary responsibilities will involve coordination and assignment of resources and project personnel/subcontractors to ensure construction and engineering timelines are met.

Educational Background:

Master of Business Administration – Carnegie Mellon University, Pittsburgh, Pennsylvania
B.S. in Mechanical Engineering – University of Toronto, Toronto, Ontario

Professional/Technical Professional affiliations:

Professional Engineer – Association of Professional Engineers of Ontario

Experience

The Efficiency Network - President and Chief Operating Officer, 4 Years

Mr. Campbell is responsible for the day-to-day operations at TEN Connected Solutions and manages the strategic planning and development goals of the clients.

Constellation NewEnergy – Vice President for Business Operations and Project Management, 7 Years

As Vice President for Business Operations and Project Management, Mr. Campbell provided strategic guidance and support to Constellation's project portfolio.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)

Municipal Government Street Lighting, \$3.6 million

2013 / 2014 - City of Bethlehem, Bethlehem PA

Municipal Government Street Lighting, \$3.9 million

2013 / 2014 - United Steel Workers Building, Pittsburgh PA

Commercial Office Building, \$3,510,136

2015 - Eastern Gateway Community College

College, \$1,759,014

2014 - The Pennsylvania State University, Beaver Stadium

State University, Stadium Lighting, \$763,274

Patrick Regan, Esquire
VP, Customer Solutions

Total years of relevant energy-related experience: 7 Years

Anticipated Role:

As TEN Connected's VP of Customer Solutions, Mr. Regan will be the primary point of contact through the duration of the project. Working with the CEO, Troy Geanopulos, and EVP, Rob Campbell, Patrick will coordinate and deliver TEN Connected's project team to ensure overall customer satisfaction.

Educational Background:

J.D. – Duquesne University School of Law, Pittsburgh Pennsylvania

B.A – Boston College, Chestnut Hill, Massachusetts

Professional/Technical Professional affiliations:

Licensed Attorney in Pennsylvania

Member, National Energy Services Coalition (PA Chapter)

Experience

TEN Connected Solutions - VP, Customer Solutions, 2.5 Years

Mr. Regan is responsible for overseeing TEN Connected's sales efforts and strategy to address client needs and objectives. He has a valuable combination of skills and experience, including: a law degree, which enables him to understand and discuss customer contractual needs and requirements, as well as extensive hands-on experience in recognizing customer technology, operational, and financial strategy and needs, including presentation and analysis of various financial options and grant programs to determine those best suited for a customer's project.

Constellation, An Exelon Company – Senior Business Development Manager, 4 Years

As a senior business development manager, Mr. Regan managed Constellation's Pennsylvania energy efficiency teams from project evaluation through the Investment Grade Audit phase of development and served as the primary customer interface from scope definition through project implementation.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA

Municipal Government Street Lighting, \$3.6 million

2014 - City of Bethlehem, Bethlehem PA

City Street Light Conversion, \$3.8 million

2013 - Municipal Authority of Westmoreland County, PA

Municipal Water and Wastewater System, \$8.4 million

2013 - Lancaster County, PA

County Buildings, \$6.4 million

2012 - Fayette County, PA

County Buildings, \$2.8 million

**Olivia Benson
Program Manager**

Total years of relevant energy-related experience: 2 Years

Anticipated Role:

As TEN Connected's Program Manager Street Lighting / Smart Cities Technology Solutions, Ms. Benson will assist in the overall development of the project and manage project-related communications to ensure effective coordination and customer satisfaction.

Educational Background:

M.S. – University of Pennsylvania, Philadelphia, Pennsylvania

M.B.A. – Point Park University, Pittsburgh, Pennsylvania

B.S. – Carnegie Mellon University, Pittsburgh, Pennsylvania

Professional/Technical Professional affiliations:

Experience

TEN Connected Solutions - Program Manager, 2 Years

Ms. Benson is responsible for identifying and developing opportunities to cultivate business relationships and to promote opportunities for TEN Connected Solutions. She assists in the development, award, and signing of contracts with clients and project support where needed in order to meet and exceed client expectations. Additionally, Olivia conducts legislative and industry research to provide clients with comprehensive information related to national street lighting projects and trends.

City of Pittsburgh – Youth Policy Director, 2 Years

As a policy director, Olivia managed and designed community-focused programming for city-wide implementation and led public affairs outreach strategies for youth and education initiatives.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)

Municipal Government Street Lighting

\$3.6 million

2015 – Middletown Borough, PA (currently in construction)

Municipal Government Street Lighting

\$0.6 million

Joe Statler
Director of Installation

Total years of relevant energy-related experience: 15 Years

Anticipated Role:

As the Director of Installation, Mr. Statler will be the responsible for the development, installation and commissioning of all energy conservation measures.

Educational Background:

Associates Degree - Beaver County Community College, PA

Professional/Technical Professional affiliations:

PMP (Project Management Professional) training

OSHA 30 Hour Training

Certified Lift Operator

Competent Person/Scaffolding Erecting

CP/AED Certified

OSHA 10-hour Training

Experience

TEN Connected Solutions - Director of Installation, 3.5 Years

Mr. Statler is responsible for all aspects of project construction, including but not limited to cost-estimating, coordination of subcontractors, inspections and commissioning, quality assurance and quality control. He also manages relationships with supplier and contractor Network Partners.

Constellation – Director of Site Operations, 10 yrs.

As director of site operations, Mr. Statler was responsible for all aspects of project construction, including cost-estimating, coordination of subcontractors, inspections and commissioning.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)

Municipal Government Street Lighting, \$3.6 million

2013 / 2014 - City of Bethlehem, Bethlehem PA

Municipal Government Street Lighting, \$3,924,843

2013 / 2014 - United Steelworkers Building, Pittsburgh PA

Commercial Office Building, \$3,510,136

2015 - Eastern Gateway Community College

University, \$1,759,014

2014 - The Pennsylvania State University, Beaver Stadium

State University, Stadium Lighting, \$763,274

Mike Schneider, LC, CLEP, CPM
Director of Design

Total years of relevant energy-related experience: 17 yrs.

Anticipated Role:

Mr. Schneider will research, design, and oversee field installations and testing of high-quality, cost-effective lighting and water conservation measures. His extensive field experience allows him to improvise and revise designs in order to best meet all situations. Having worked with nearly 60 lighting manufacturers, he knows the products, how they work, and the best applications for each option.

Educational Background:

Project Management Certification Program – Xavier University
Community College of Allegheny County

Professional/Technical Professional affiliations:

CPM - Certified Project Manager
Member IESNA (Illuminating Engineering Society of North America)
Certified Lighting Efficiency Professional – AEE
LC - Lighting Certified – NCQLP (National Council Qualifications for the Lighting Professions)

Experience

TEN Connected Solutions – Director of Design, 3 Years

Mr. Schneider's responsibilities include researching, designing, and overseeing field installations and testing of high-quality, cost-effective lighting and water conservation measures

NORESCO - Lighting and Water Energy Engineer, Years

As a lighting and water energy engineer, Mr. Schneider was responsible for the auditing, design, procurement and installation of energy efficient lighting and water solutions.

Five Year History of Energy Performance Contracting Project Experience

2015 - City of Harrisburg, PA (currently in construction)
Municipal Government Street Lighting, \$3.6 million

2013 / 2014 - City of Bethlehem, Bethlehem PA
Municipal Government Street Lighting, \$3,638,379

2013 / 2014 - United Steelworkers Building, Pittsburgh PA
Commercial Office Building, \$3,847,034

2014 - The Pennsylvania State University, Beaver Stadium
State University, Stadium Lighting, \$763,274

2015 - Eastern Gateway Community College
University, \$1,759,014

Greg Lok, PE, CEM
VP, Technology

Total years of relevant energy-related experience: 19 Years

Anticipated Role:

As TEN Connected's Vice President, Technology, Mr. Lok will be reviewing engineering design and structuring projects so that each customer receives the best possible economic and environmental terms.

Educational Background:

B.S Mechanical Engineering. – Queen's University; Kingston, Ontario, Canada

Professional/Technical Professional affiliations:

Professional Engineer (PE) in Pennsylvania, Ohio, West Virginia, Delaware, Virginia, New Mexico and Ontario
Certified Energy Manager (CEM)
Certified Project Manager (CPM)
Member, Association of Energy Engineers (AEE)

Experience

TEN Connected Solutions – VP, Technology, 2.5 Years

Mr. Lok is an energy management specialist that oversees the engineering development of projects, manages internal and external customer expectations, and makes sure that engineering development team meets the needs outlined by the customer. On the R&D side of the business, Greg is responsible for integrating the physical aspects of the energy services business into TEN Connected's software automation platform. He continuously looks for additional applications that can expand TEN Connected's offering and help customers create smart buildings.

Constellation – Executive Director of Product Development, 7 Years

As Executive Director of Project Development, Mr. Lok managed Constellation's MUSH (Municipal Governments, Universities, Schools, Hospitals) Energy Services team with over 35 professional designers and engineers encompassing projects from coast to coast.

Five Year History of Energy Performance Contracting Project Experience

2015 - Temple University, Philadelphia, PA

Higher Education, \$2.6 Million

2015 - Eastern Gateway Community College, Steubenville, OH

College, \$1,759,014

2015 - Community College of Allegheny County, Pittsburgh, PA

College – South Campus, \$3,755,230

2015 - City of Harrisburg, Harrisburg, PA (currently in construction)

Street Light LED Retrofit, \$3,600,000

Phase 1 – 2007; Phase 2 – 2009; Phase 3 – 2012 - Westmoreland County Housing Authority, Greensburg PA

Public Housing, \$12,000,000



PRESENTED TO
CITY OF PORTLAND, MAINE
11/9/2016

ATTACHMENT 2:

CITY OF BALTIMORE, MD BI-WEEKLY REPORT
SUBMITTED TO CITY OCTOBER 28, 2016



TEN Maine
19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia
40 West Evergreen Ave
Philadelphia PA 11918

TEN New England
51 Melcher Street
Boston MA 02210

TEN DC/Baltimore
9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

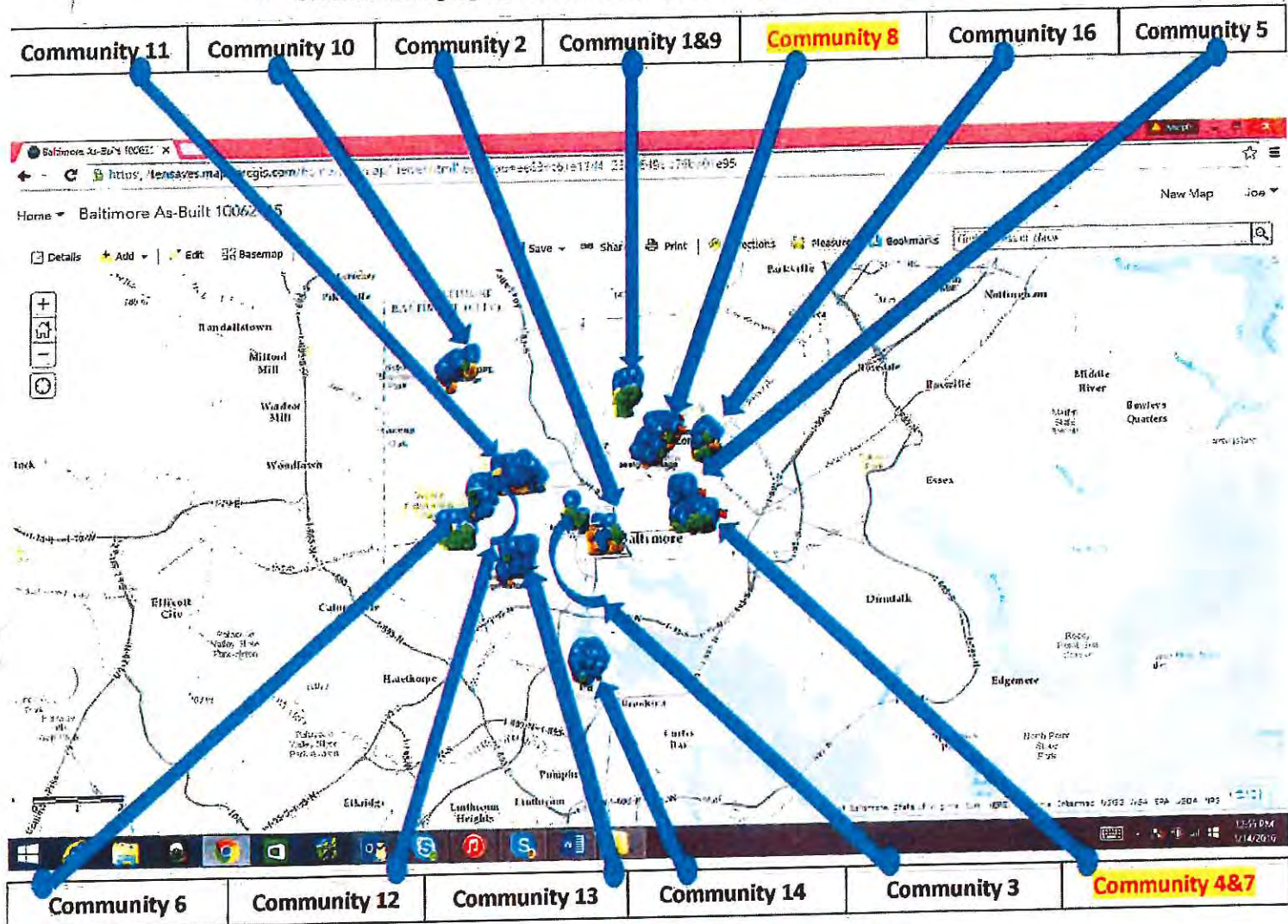
855.429.1010 | tenconnected.com | info@tenconnected.com

City of Baltimore Street Lighting Upgrades

October 28th, 2016

Overview of work:

- Communities highlighted have varying degrees of updates from the 10/14/2016 update



DOT Owned/BGE Maintained = 2142 Pendants Complete (located in fifteen communities)

677 PMAs Complete (currently working in community 8)

278 Acorns retrofitted (located in seven communities, 10, 3, 5, 2, 16, 4&7), No Status Change)

DOT Owned/DOT Maintained = 132 Pendants Complete (currently working in community 3, 1 & 9)

163 PMAs Complete (currently working in communities 4&7)

BGE Owned/BGE Maintained = 1,947 Pendants Complete (located in fifteen communities), ALS back on DOT owned work

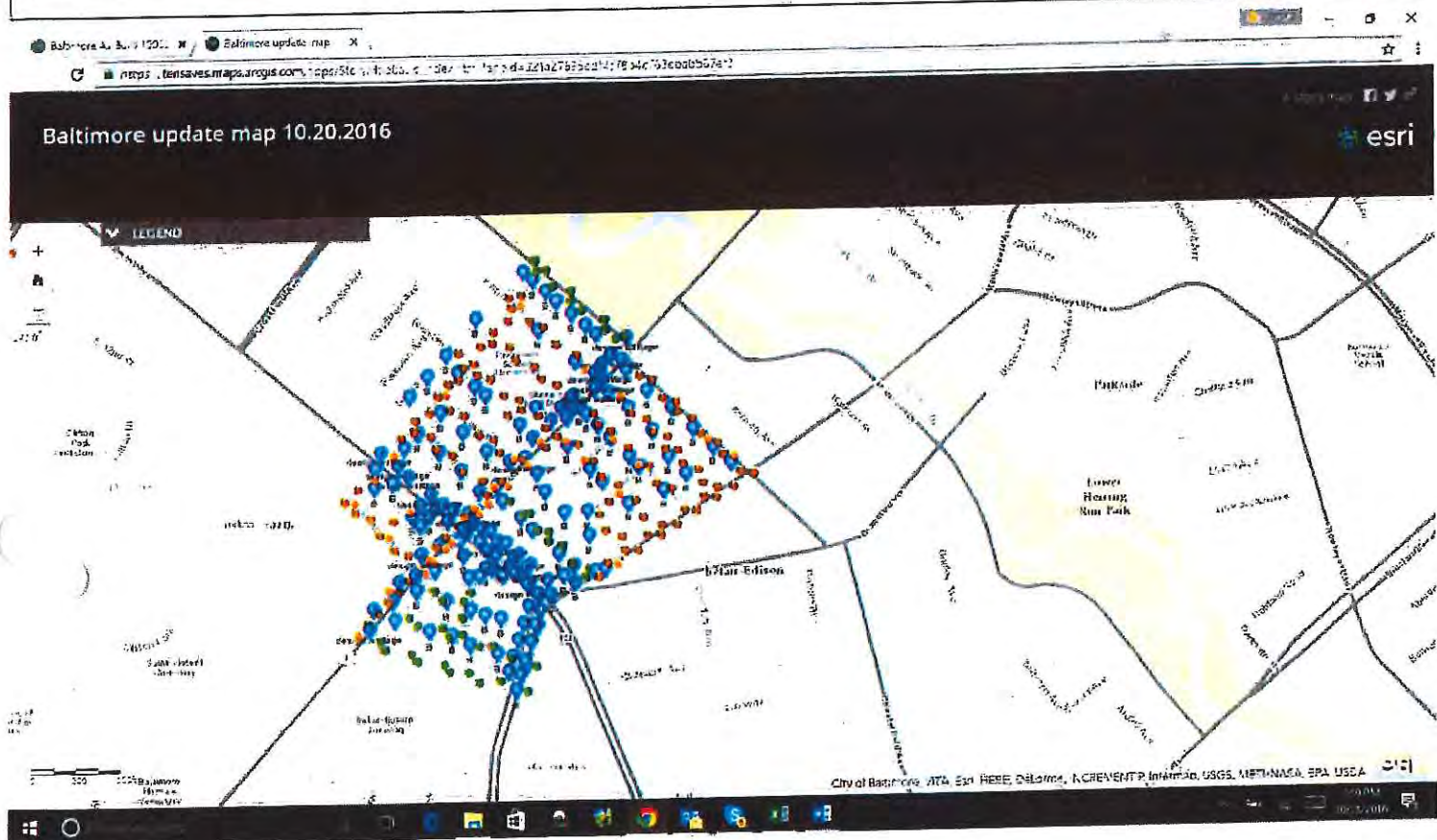
6 PMAs Complete (completed PMAs in communities 13 and 6)

	Total complete	Total in project	
Pendant Only	4222	4260	99.11%
PMA (PT) Only	846	1721	49.16%
Acom (PT3/PT4) Only	278	281	98.93%
Original Overall % Complete	5346	6262	85.37%
Adjusted % Complete (scope deducts)	5346	6244	85.62%

Summary of work:

Community 16 - no change since 10/14/2016

<u>DOT Owned/BGE Maintained</u> =	~29 Pendants Complete 11/11 (indicated by a "Blue C") ~0 PMAs Complete of 150 ~17 Acorns retrofitted Complete 4/8 (indicated by a "Blue C")
<u>DOT Owned/DOT Maintained</u> =	~0 Pendants in scope
<u>BGE Owned/BGE Maintained</u> =	~114 Pendants Complete 7/20 (indicated by a "Blue B")



Summary of work:

Community 4 & 7

DOT Owned/BGE Maintained =

~220 Pendants Complete 12/3 (indicated by a "Blue C")

~90 PMAs Complete of 90, thru 4/8 progress

~14 Acorns Complete of 14, thru 4/8 progress

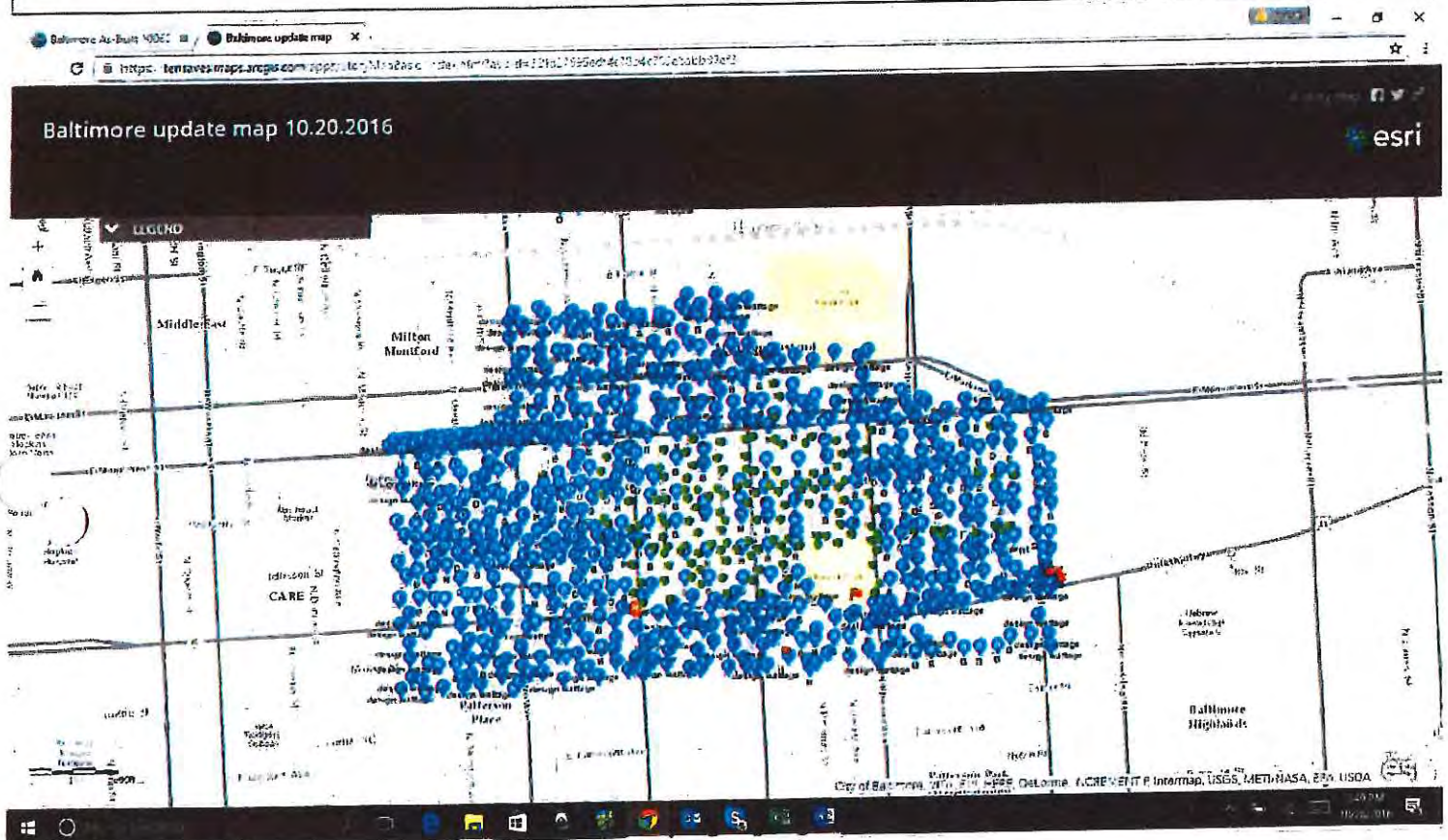
DOT Owned/DOT Maintained =

~16 Pendants of 16 Complete 3/25 (indicated by a "Blue D")

~98 of the 292 PMA fixtures, thru 10/28 progress

BGE Owned/BGE Maintained =

~247 Pendants Complete 2/26 (indicated by a "Blue B")



Summary of work:

Community 2 - no change since 10/14/2016

JOT Owned/BGE Maintained =

~463 Pendants of 466 Complete 4/8 (indicated by a "Blue C")

- In final stages of pendant scope verification and evaluating streets for completion

~NO PMAs to be done

~228 of 231 Acorns retrofitted Complete 3/25 (indicated by a "Blue C")

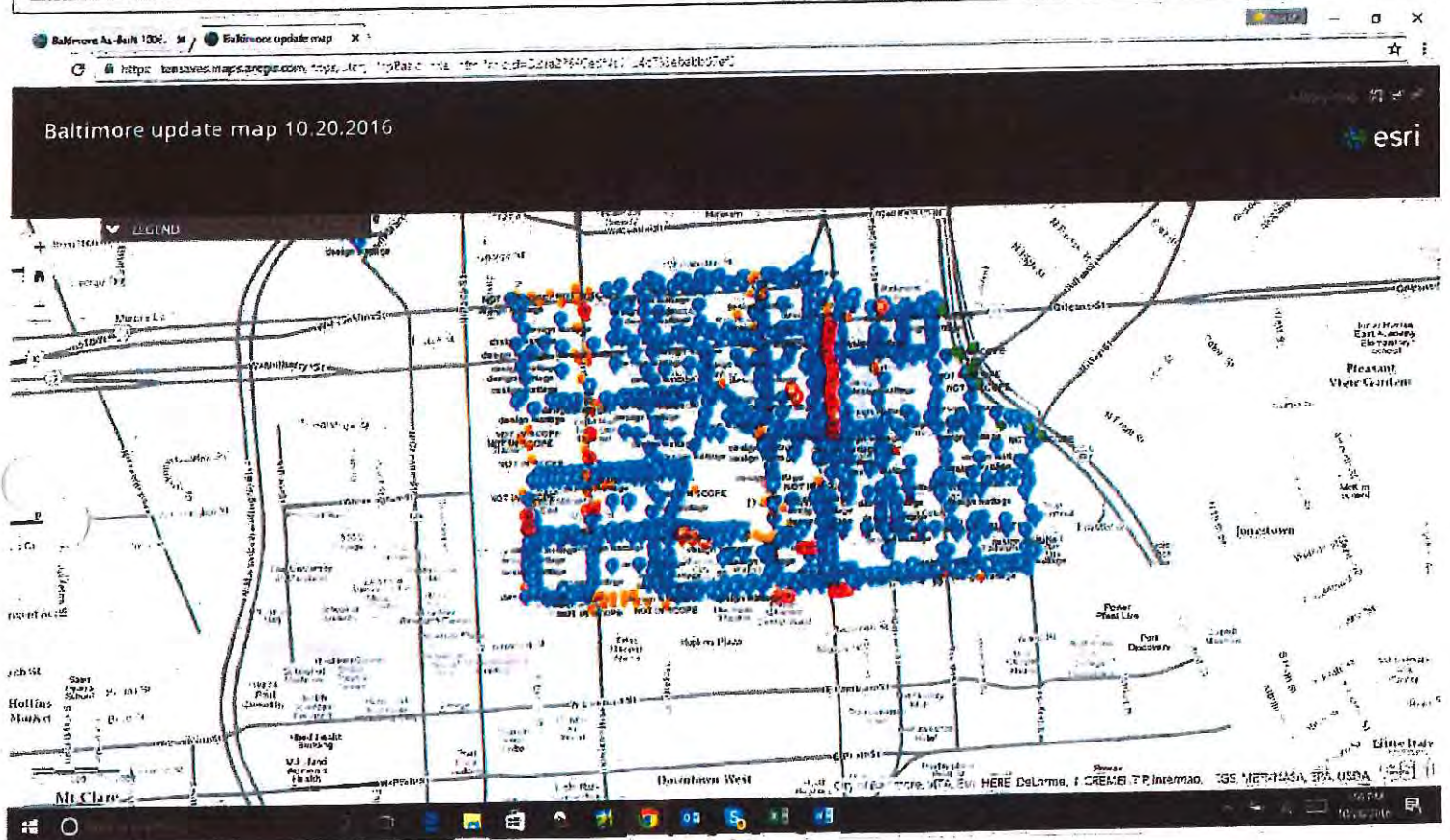
- In final stages of acorn scope verification and evaluating streets for completion

DOT Owned/DOT Maintained =

~2 Pendants in scope

BGE Owned/BGE Maintained =

~3 Pendants Complete 10/16 (indicated by a "Purple circle")



Summary of work:

Community 6 – no change since 10/14/2016

DOT Owned/BGE Maintained =

~81 Pendants Complete thru 2/24 (indicated by a "Blue C")

~126 PMAs Complete of 127, thru 9/29 progress

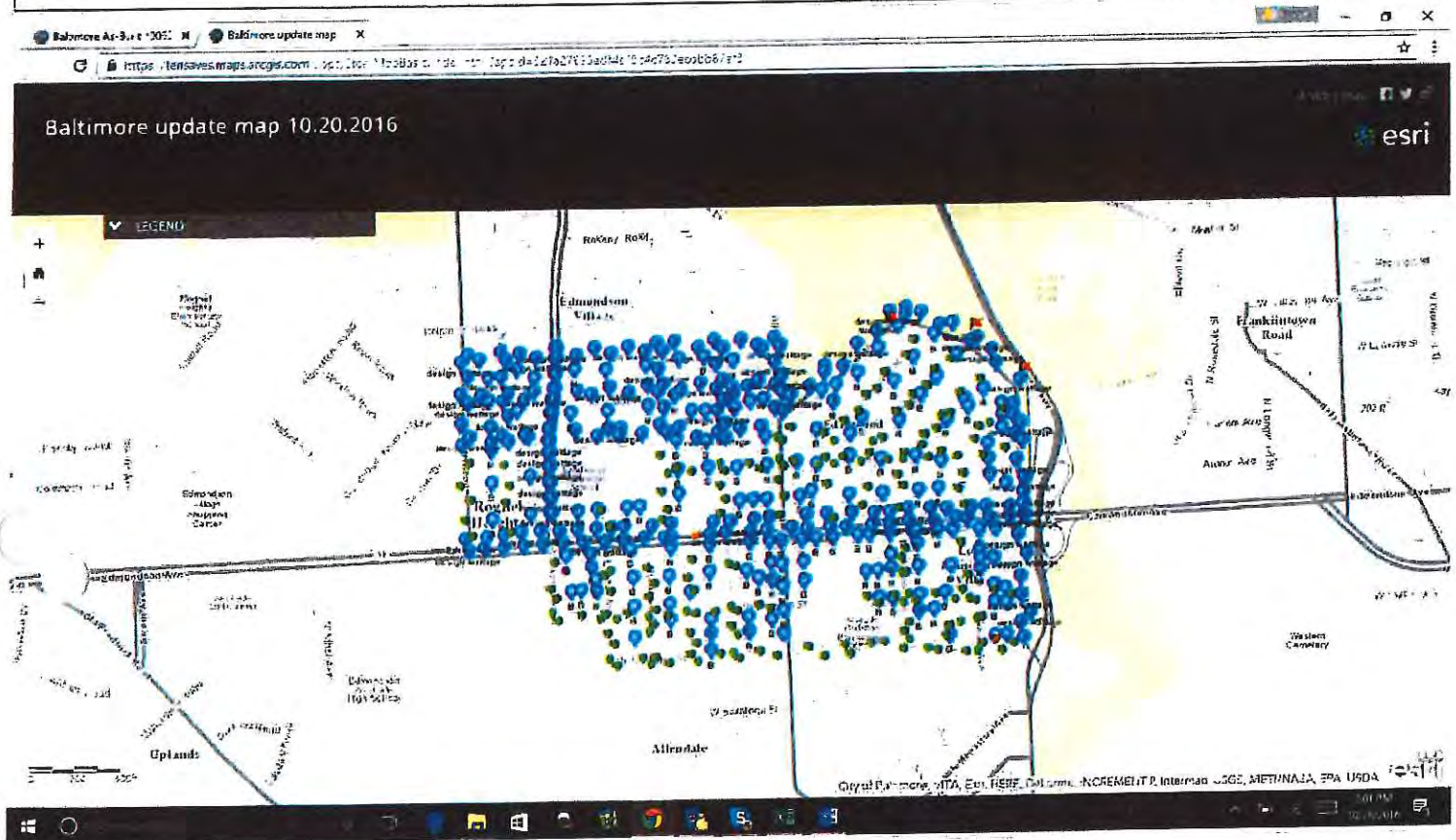
DOT Owned/DOT Maintained =

~0 Pendants in scope

~6 PMAs Complete of 6, thru 8/10 progress

BGE Owned/BGE Maintained =

~155 Pendants Complete 11/8 (indicated by a "Blue B")



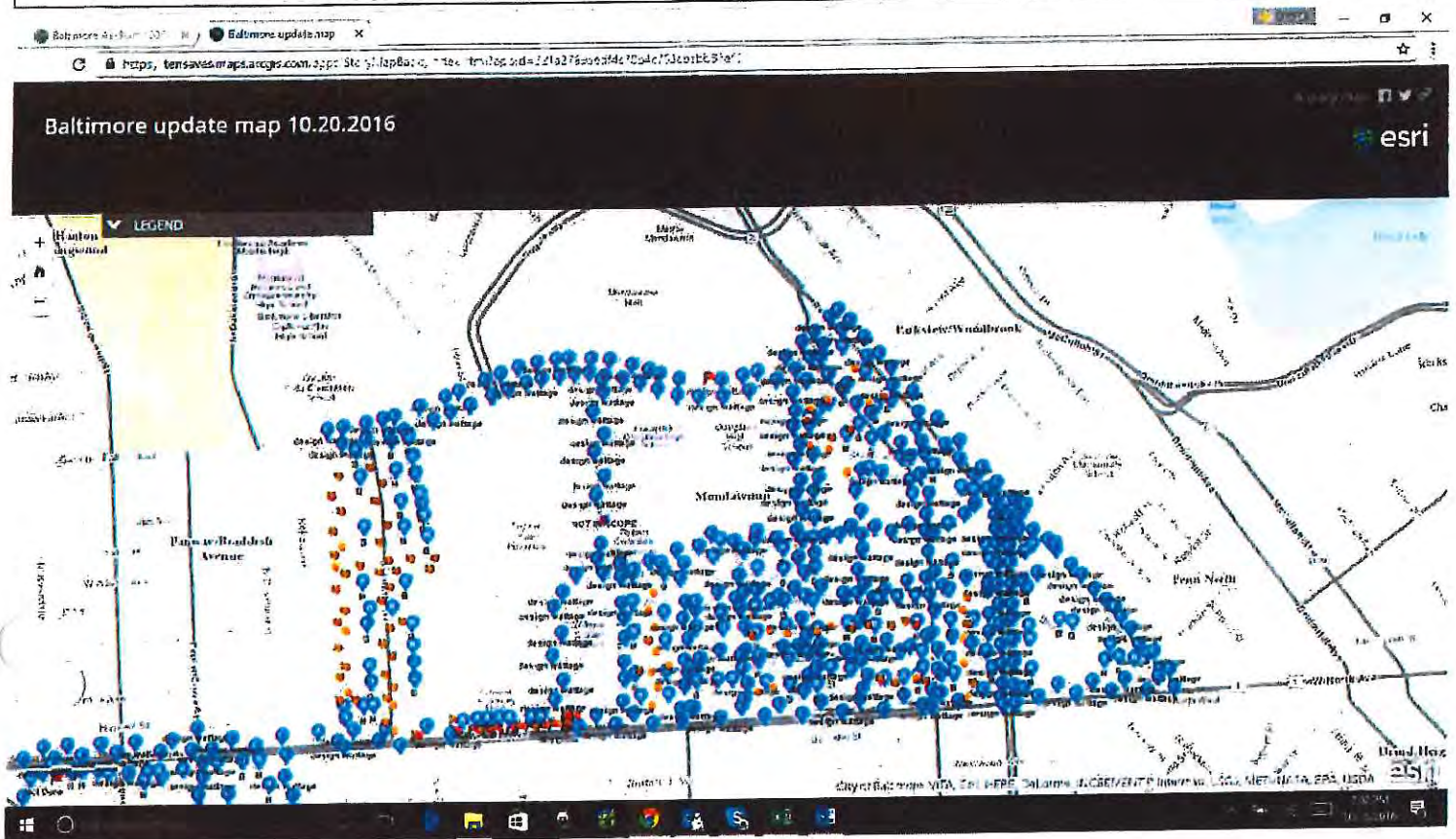
Summary of work:

Community 11 - no change since 10/14/2016

DOT Owned/BGE Maintained = ~312 Pendants Complete 1/15 (indicated by a "Blue C")

I Owned/DOT Maintained = ~0 Pendants in scope

BGE Owned/BGE Maintained = ~143 Pendants Complete 10/29 (indicated by a "Blue B")



Summary of work:

Community 13 - no change since 10/14/2016

DOT Owned/BGE Maintained =

~334 Pendants Complete 12/3 (indicated by a "Blue C")

~104 PMAs Complete of 119, thru 8/10 progress

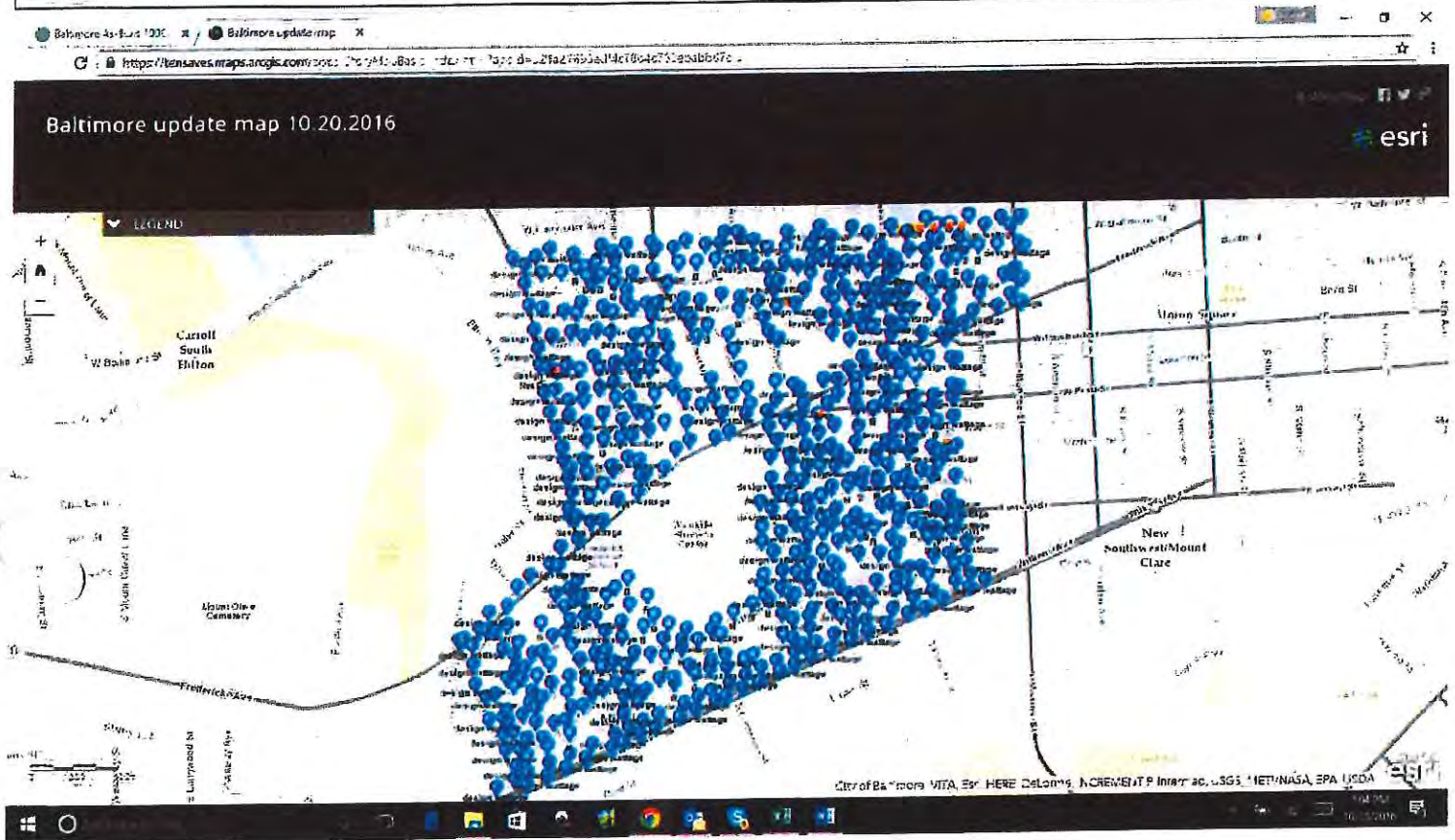
~NO Acorns to be done

DOT Owned/DOT Maintained =

~5 Pendants in original scope, these are BGE poles and material was returned to storage

BGE Owned/BGE Maintained =

~180 Pendants Complete 11/21 (indicated by a "Blue B")



Project Images

Community 8 → East 31st Street





PRESENTED TO

CITY OF PORTLAND, MAINE

11/9/2016

ATTACHMENT 3:

CITY OF HARRISBURG, PA CASE STUDY



TEN Maine

19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 19118

TEN New England

51 Melcher Street
Boston MA 02210

TEN DC/Baltimore

9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

855.429.1010 | tenconnected.com | info@tenconnected.com



CITY OF HARRISBURG, PA CONNECTED STREET LIGHTING SOLUTIONS PROJECT



PROJECT SNAPSHOT

The City of Harrisburg's highly-competitive procurement process selected TEN Connected Solutions to analyze the City's street lighting system.

TEN Connected Solutions collaborated with City leaders to create an ambitious project plan, converting 6,200 streetlights to LED technology with guaranteed annual cost savings.

"The new LED lights are not only more energy efficient, but they are brighter than the old lighting," said Mayor Eric Papenfuse. "I am confident a brighter Harrisburg will mean a safer and more beautiful city for us all."

TECHNICAL COMPONENTS

- Complete audit and asset inventory, including GIS/GPS street light mapping
- City-wide system design and installation of high-efficiency LED lighting
- Intelligent wireless controls integration
- Utility rebate application and administration

For more information on street lighting projects and Smart Cities technologies please go to TENConnectedSolutions.com

CUSTOMER PROFILE

The City of Harrisburg is the capital of Pennsylvania and the county seat of Dauphin County, the center of the Harrisburg-Carlisle MSA of over a half million residents. Harrisburg is a dynamic and diverse city, enjoying an economic, cultural and social revitalization.

FINANCIAL RESULTS

\$3.6 Million
Project cost

\$525,000
Annual guaranteed energy savings

\$60,000
Annual operational savings

\$285,000
Rebates applied for and secured

FINANCIAL RESULTS

Annual savings of:

3,900,000 kWh Electricity

3021 Tons CO₂ Reductions

TEN Headquarters
1501 Reedsdale St, Ste 401
Pittsburgh PA 15233

TEN DC/Baltimore
9025 Maier Rd, Ste B
Laurel MD 20723

TEN Philadelphia
40 West Evergreen Ave
Philadelphia PA 19118

TEN New England
51 Melcher Street
Boston MA 02210

855.429.1010 | TenConnectedSolutions.com | info@TenConnectedSolutions.com



PRESENTED TO

CITY OF PORTLAND, MAINE

11/9/2016

ATTACHMENT 4:

TEN CONNECTED SOLUTIONS GALLERY



TEN Maine

19 Yarmouth Road, Ste 301
New Gloucester ME 04260

TEN Philadelphia

40 West Evergreen Ave
Philadelphia PA 11918

TEN New England

51 Melcher Street
Boston MA 02210

TEN DC/Baltimore

9025 Maier Rd, Ste B
Laurel MD 20723

TEN Connected Solutions Headquarters 1501 Reedsdale St, Ste 401, Pittsburgh PA 15233

855.429.1010 | tenconnected.com | info@tenconnected.com



1. City of Harrisburg – Audit in Progress



2. City of Harrisburg – Tree Trimming Locations





3. City of Harrisburg – North 7th Street LED Street Lights (Truly Green and Eaton/Cooper)



4. City of Harrisburg – Market Street Truly Green Decorative LED Lighting





5. City of Harrisburg – Italian Lake Truly Green Decorative LED Lighting

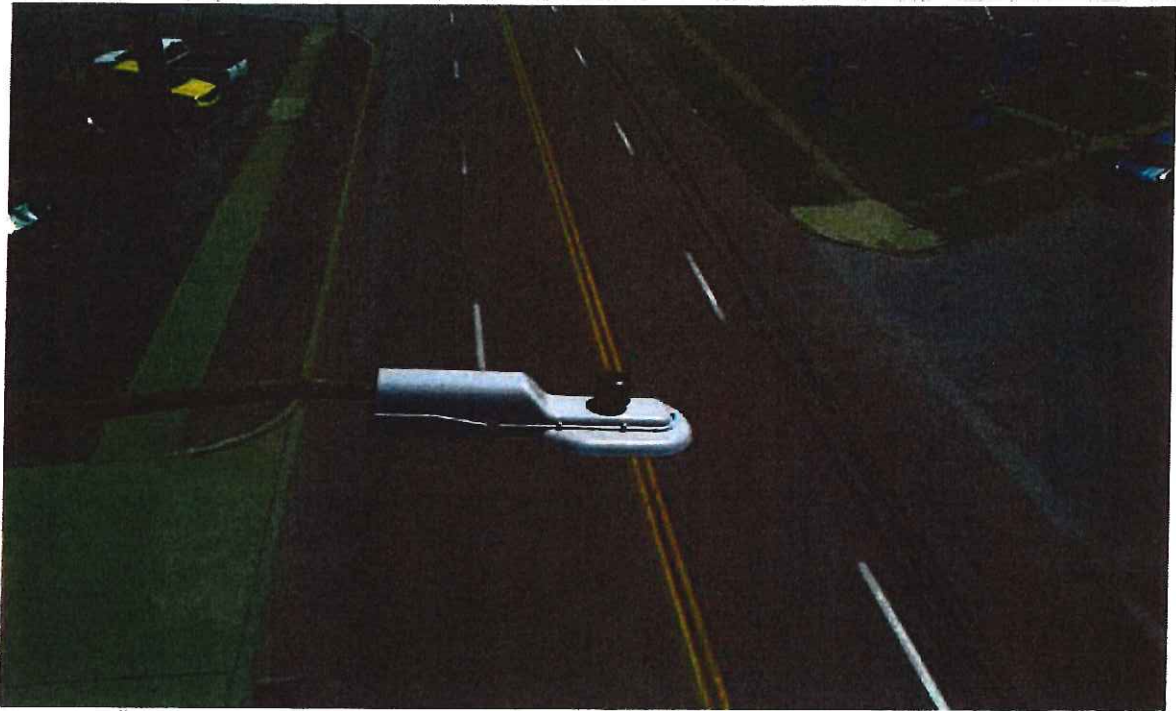


6. City of Harrisburg – Italian Lake Truly Green Decorative LED Lighting





7. City of Harrisburg – Eaton/Cooper LED Cobra Head Luminaire

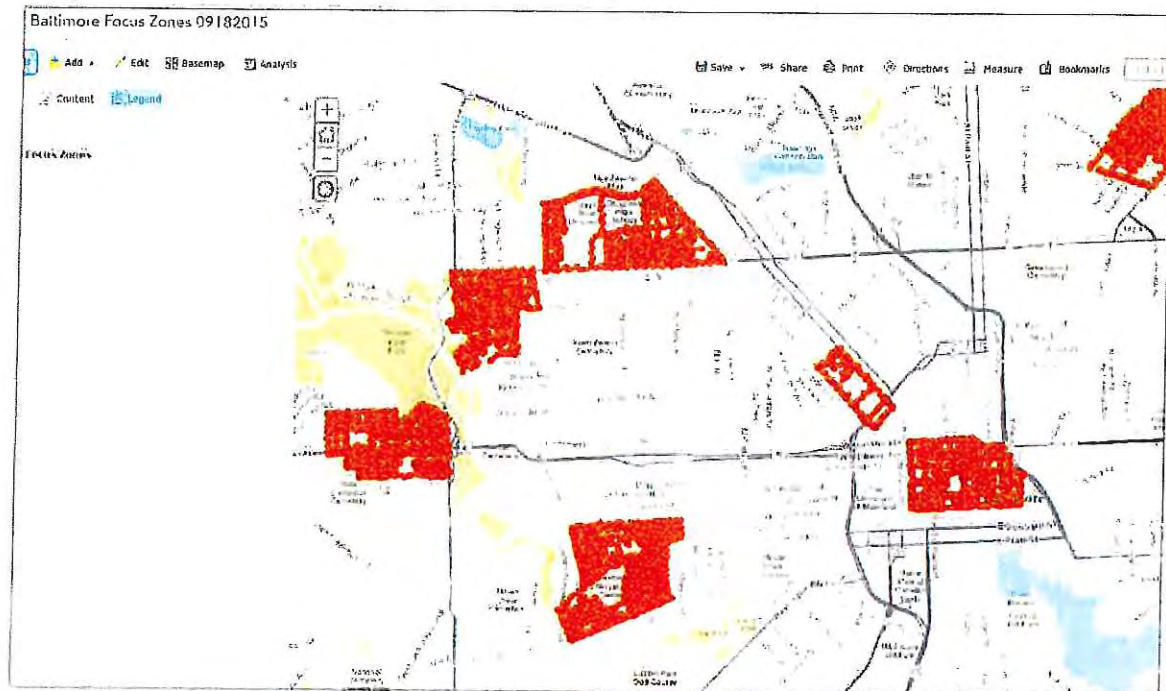


8. City of Harrisburg – Eaton/Cooper LED Cobra Head Luminaire





9. City of Baltimore – Focus Zones



10. City of Baltimore – LED Decorative Street Lighting Installation



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

CITY OF PORTLAND
IN THE CITY COUNCIL

Order 74-17/18
~~Tab 19 10-2-17~~
Tab 17 10-16-17

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

**ORDER APPROVING THE LEASE-PURCHASE AGREEMENT WITH
BANC OF AMERICA PUBLIC CAPITAL GROUP
RE: CONVERSION OF CITY STREET LIGHTS**

ORDERED, that an agreement with Banc of America Public Capital Group to finance the conversion of City street lights to Light-Emitting Diode (LED) technology is hereby approved with substantially the same terms as identified in the term sheet attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Banc of America Public Capital Group Agreement and whatever other documents are necessary to effect the intent and purpose of the Banc of America Public Capital Group Agreement.

MEMORANDUM
City Council Agenda Item

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

FROM: Brendan O'Connell, Finance Director
Troy Moon, Sustainability Coordinator

DATE: 9/25/2017

SUBJECT: Lease Purchase Agreement with Banc of America Public Capital Corp for to fund LED Streetlight Conversion Project

SPONSOR: Nicholas Mavodones, Chair, Finance Committee

COUNCIL MEETING DATE ACTION IS REQUESTED: October 6, 2017

1st reading x Final Action

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

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

I. ONE SENTENCE SUMMARY: The order authorizes the City Manager to enter into a Lease Purchase Agreement with Banc of America Public Capital Corp to fund the LED Streetlight Conversion and Smart City project with TEN Connected Solutions, Inc.

II. AGENDA DESCRIPTION: During the past several months, City staff has been developing a project to convert the City's streetlights to LED and to implement several complementary smart cities technologies. The total cost of this project will be \$8.6 million. The City Council has already appropriated \$600,000 for streetlight conversion as part of the FY 16 and FY 17 CIP budgets which would be used to fund the purchase of the existing streetlights from Central Maine Power Company. The City Manager recommends breaking the remaining components of the project into two phases and pursuing separate funding in the amount of \$4 million dollars for each of them. City staff solicited proposals from several financial institutions to fund the first phase of the project and recommends the proposal from Banc of America Public Capital Corp at an interest rate of 2.05% for ten years.

III. BACKGROUND: Converting the streetlights to LED technology has long been a goal of the City in order to reduce costs, energy consumption, and greenhouse gas emissions. A change in State law in 2013 and subsequent PUC rules now make it possible for municipalities in Maine to purchase the utility owned lighting infrastructure and convert it to LED. Noting this change, City Council established converting the streetlights to LED as a common goal for the year. After undertaking a competitive selection process, City staff selected TEN Connected Solutions (TCS) to develop and implement a streetlight conversion project to include several

complementary smart cities technologies to be conducted in two phases during the current fiscal year and FY18. City staff recommends a lease purchase agreement with Banc of America Public Capital Corp to fund part 1 of the project during the current fiscal year. We will pursue funding for the second phase at a later date.

Project Part 1:

CMP cobra head LED upgrade (new fixtures)	\$1,757,017
CMP flood and shoebox LED upgrade (new fixtures)	\$208,703
Fusing for CMP cobra heads, floods, and shoeboxes	\$343,901
Controls for CMP cobra heads, floods, and shoeboxes	\$544,694
Convert lighting in two parking garages to LED	\$62,633
Selected Smart City and lighting projects	\$1,083,052

These could include:

- Public Wi-Fi (approximately 100 locations)
- City Hall exterior lighting
- Athletic field lighting improvements
- Riverside GC solar charging station for golf carts
- Pilot project for decorative lighting
- Pilot emergency alert system using lights
- Tree trimming, pole painting, project contingency

Total Cost – Phase 1 **\$4,000,000**

Project Part 2:

CMP Holophane LED upgrade (50/50 retrofit/new)	\$421,077
CMP GE Town and Country LED upgrades (70/30 retrofit/new)	\$967,842
Portland decorative LED upgrades (50/50 retrofit/new)	\$602,422
Fusing for CMP Holophane and GE (not currently City owned)	\$71,998
Controls for all decorative lights	\$245,065
Selected Smart City and lighting projects	\$1,691,596

These could include:

- Public WiFi (between 150 – 300 additional locations)
- Athletic field lighting upgrades
- Intelligent traffic controls (Woodford Corner, Allen Corner)
- Electric vehicle charging stations
- Environmental sensors
- Tree trimming, pole painting, project contingency

Total Cost – Phase 2: **\$4,000,000**

Implementing these projects will reduce street lighting costs by approximately \$1 million annually, reduce the City's electrical consumption by 2.7 million kWh per year, and improve the

quality of the outdoor lighting in the City. The annual savings will exceed the annual cost to finance the project.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED: The City Council established the goal to convert the municipal streetlights from metal halide and high pressure sodium to LED technology. This will reduce electricity consumption from street lighting by nearly 75% and reduce street lighting costs by about \$1,000,000.

V. FINANCIAL IMPACT: Completing the project will significantly reduce energy costs from street lighting and eliminate costs related to the leasing of lighting equipment from Central Maine Power. This will reduce street lighting costs by about \$1,000,000 per year. Savings from reduced street lighting cost will more than cover the annual costs to finance the project.

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

VII. RECOMMENDATION: Staff recommends that the Council adopt the order.

VIII. LIST ATTACHMENTS: Term sheet from Banc of America Public Capital Corp.

Prepared by: Troy Moon, Sustainability Coordinator

Date: 9/25/2017



Tax-Exempt Lease/Purchase Financing Proposal For City of Portland, Maine August 14, 2017

Bank of America has increased its current environmental business initiative from \$50 billion to \$125 billion in low-carbon business by 2025 through lending, investing, capital raising, advisory services and developing financing solutions for clients around the world. Bank of America has provided more than \$39 billion in financing for low-carbon activities since 2007.



Holly Andreozzi
Senior Vice President
Energy Services

Banc of America Public Capital Corp
100 Federal street
Boston, MA 02110
Holly.Andreozzi@baml.com
Tel: (617) 434-7760

August 31, 2017

VIA ELECTRONIC MAIL

Mr. Ted Edgar
Director of Finance
Energy Systems Group

Re: Tax-Exempt Lease Purchase Agreement with the City of Portland, Maine

Dear Mr. Edgar:

Banc of America Public Capital Corp ("BAPCC") is pleased to submit to the City of Portland, Maine (the "Lessee") or ("CITY") the Equipment Lease/Purchase Agreement proposal (the "*Proposed Transaction*") as described in the attached Summary of Terms and Conditions (the "*Term Sheet*").

BAPCC offers unique financing features and qualifications that can be leveraged on behalf of the CITY to complete this transaction at a low interest cost and in a smooth and efficient manner. These features and qualifications include:

1. TAX-EXEMPT PRIVATE PLACEMENT EXPERIENCE: BAPCC is a leading provider of private placement capital to the state government, municipal local government, K-12, housing authority, and higher education tax-exempt markets. Our team is highly experienced in documenting and closing tax-exempt lease purchase transactions;
2. ENERGY EFFICIENCY FINANCING EXPERIENCE: BAPCC's Energy Services group is a leading provider of financial solutions for energy efficiency, renewable energy, water system, and energy generation equipment and assets;
3. PRIVATE PLACEMENT: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

Please understand that this Proposal is not a commitment or offer to purchase, and does not create any obligation for the Lessor. All prospective transactions must meet internal approval requirements for funding.

This proposal must be accepted within ten business days from the date of this letter in order for the Lessor to proceed with its consideration of the Proposed Transaction. To accept this Proposal, please sign the enclosed copy of this Proposal Letter and return it to my attention at holly.andreozzi@baml.com or fax it to me at 404.532.3026. Thank you for allowing us the opportunity to prepare this proposal for the CITY.

Very truly yours,

Banc of America Public Capital Corp



By: Holly Andreozzi
Title: Senior Vice President

The undersigned, by its authorized representative below, accepts the above Proposal, agrees to furnish the Lessor, its successors and assigns, any information relating to the business or financial condition of the Lessee or its affiliates, and authorizes the Lessor, Bank of America, N.A. and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of the Lessor.

City of Portland, Maine

By: _____

Title: _____

Date: _____

Tax-ID #: _____

"Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, leasing, equipment finance, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and Members of [SIPC](#), and, in other jurisdictions, by locally registered entities. Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA. BAPCC is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as "advice" with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed

SUMMARY OF TERMS AND CONDITIONS

I. Lessee, Lessor and Project Information - Introduction

Lessee: City of Portland, Maine ("City")

Lessor: Banc of America Public Capital Corp or its affiliate or designee

Lessor Background: Our Energy Services team has extensive experience in funding tax-exempt equipment lease transactions for energy efficiency projects that benefit governmental entities, K-12, and public higher education institutions throughout the country.

Commitment to energy efficiency and the environment: Bank of America is a proud supporter of energy efficiency and initiatives that have a positive impact on the environment.

Some of our 2017 experience in Maine includes RSU #6 and RSU #22.

Financial profile and strength: As mentioned, Bank of America is one of the nation's largest financial holding companies. Our annual report can be found on the following internet link:

<http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>

II. Lease Structure, Project Description

Purpose: The purpose of this transaction is to provide financing for the acquisition, construction and installation of energy efficiency improvements (collectively, the "*Equipment*") by The Efficiency Network ("*Vendor*") under an energy performance contract with the City.

Structure: This transaction will be structured as a tax-exempt equipment lease purchase agreement ("*Lease/Purchase*") between Lessee and Lessor. Repayments under the Lease/Purchase shall be absolute and unconditional, subject only to annual appropriation of funds by the Lessee's governing body and in accordance with the laws of the State of Maine. The lease will be a net financial lease, and all expenses, including but not limited to insurance, maintenance, and taxes, will be for the account of Lessee.

Security: Upon acceptance of the Equipment, title to the Equipment shall be vested in Lessee. Lessee's obligations under the Lease/Purchase shall be secured by, among other things, a first priority security interest in the Equipment, evidenced by the filing of UCC financing statements and fixture filings and thus legal descriptions (as applicable) for the property locations at which the Equipment will be installed will be required. At maturity of the Lease/Purchase, upon payment of all outstanding amounts under the Lease/Purchase, Lessor's security interest in the

Equipment shall be released and Lessee shall retain the Equipment. Lessee shall be required to maintain the Equipment free and clear of other liens, to insure the Equipment (public liability and property damage insurance), to promptly repair or replace any damaged or destroyed Equipment and to pay any applicable taxes.

Proceeds: Approximately \$4,000,000

III. Funding, Interest Rate, Closing

Funding: Proceeds from the Lease will be deposited into an Escrow fund account ("Escrow Fund") acceptable to Lessor. Lessee will be required to direct investments in the Escrow Fund and any interest earned will be for the benefit of Lessee. Disbursements will be made from the Escrow Fund to pay for project costs upon delivery by Lessee of a disbursement request and related documents and approval by Lessor. The Escrow Fund is subject to compliance by Lessee with all applicable regulations under the Internal Revenue Code, including but not limited to arbitrage reporting.

During the installation period, the Lessee will requisition funds in the manner outlined in the Escrow Agreement. No funds will be disbursed without the written approval of the Lessee and approval of the Lessor. As described in the Agreement, funds will only be disbursed upon "Equipment Acceptance", which requires that each portion of the Equipment operates as a separate and independent functional unit, that the Equipment constituting such portion has been acquired and installed is operating in a manner consistent with the manufacturer's intended use and has been inspected and finally accepted by Lessee for all purposes of the Agreement.

Anticipated Escrow Agent: Bank of America National Association

Closing Date: ~ Late October 2017

Indicative Interest Rates:
10 year term – 2.05%
15 year term – 2.33%

The calculation for the Indicative Fixed Interest Rate is:

Bloomberg Treasury SWAP Rate X 65% + Applicable Spread*

Term	Swap Term	Swap Rate *	x 65%	Spread	Indicative Rate
10	6	1.93%	1.25%	0.796%	2.050%
15	9	2.13%	1.38%	0.946%	2.330%

* Rate taken from Bloomberg on August 14, 2017

PLEASE BE ADVISED THAT THE INDICATIVE INTEREST RATES AND THE PROPOSED PRICING SET FORTH ABOVE AND IN EXHIBIT A HERETO ARE ONLY AVAILABLE FOR TRANSACTIONS THAT HAVE BEEN CONSUMMATED WITHIN 180 DAYS HEREOF. THEREAFTER, LESSOR MAY AT ITS DISCRETION ADJUST ITS PRICING TO REFLECT ADVERSE

CHANGES IN ITS COST OF FUNDS OR CHANGES GENERALLY IN MARKET CREDIT MARGINS.

**Rate Lock
Procedure:**

If this proposal is signed and returned to Lender within ten (10) business days:

Lender will hold the tax-exempt rate for the selected tax-exempt option for a period of 90 days from the date of this proposal.

If closing of the transaction occurs after such rate lock expiration, the respective Indicative Fixed Interest Rate for the transaction is subject to repricing at the discretion of Lender 15 business days prior to the scheduled closing date in accordance with the selected option formula above.

IF BORROWER ASKS LENDER TO LOCK THE RESPECTIVE INTEREST RATE ABOVE FOR FUNDING, BORROWER AGREES NOT TO SEEK FUNDING FOR THE PROJECT WITH ANOTHER LENDER FOR A PERIOD OF SIX MONTHS AS A MEANS TO CIRCUMVENT THE RATE THAT BORROWER HAS ASKED LENDER TO HOLD.

PLEASE BE ADVISED THAT THE PROPOSED INDICATIVE PRICING INDEX SET FORTH ABOVE IS ONLY AVAILABLE FOR A TRANSACTION THAT IS FULLY FUNDED OR FOR SPECIFIC EQUIPMENT THAT HAS COMMENCED FUNDING UNDER A LEASE AGREEMENT PURSUANT TO THIS PROPOSAL WITHIN 180 DAYS. THEREAFTER, LENDER MAY AT ITS DISCRETION ADJUST ITS PRICING TO REFLECT ADVERSE CHANGES IN ITS COST OF FUNDS OR CHANGES GENERALLY IN MARKET CREDIT MARGINS.

PLEASE NOTE THAT THE PRICING AND RATE ABOVE ARE BASED ON THE AVERAGE LIFE OF THE ATTACHED DRAFT AMORTIZATION SCHEDULES. TO THE EXTENT THAT THE AVERAGE LIFE OF THE FINAL SELECTED AMORTIZATION SCHEDULE CHANGES FROM THE ATTACHED, THE RESPECTIVE RATE ABOVE IS SUBJECT TO MODIFICATION BY LENDER TO ACCOUNT FOR ANY LENGTHENING OF THE AVERAGE LIFE OF THE FINAL SCHEDULE.

Closing Costs: Lessee will be responsible for its own closing costs, including its own legal costs for providing the validity opinion required for the transaction.

IV. Repayment, Prepayment and Other Terms

Payments: Lessee shall make semi-annual rental payments consisting of principal and interest on the Proceeds.

Prepayment: On any periodic rental payment date and following 30 days advance written notice, Lessee shall have the option to prepay its obligations in whole and not in part under the Lease/Purchase upon payment of the then-applicable Purchase Price, which will be calculated as 102% of the outstanding principal balance.

Documentation: Lessor will use its standard form of lease documentation.

**Payment and
Performance
Bonds:**

Lessor will be named as dual obligee on the payment and performance bond provided by Vendor.

Bank Qualification: This proposal assumes the transaction will NOT be deemed "Bank Qualified" for federal tax purposes.

Opinion of Counsel: Counsel to Lessee shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will provide, among other matters:

- (a) counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease/Purchase; and
- (b) the Lease/Purchase has been duly executed by Lessee and is a valid, binding and enforceable obligation against Lessee.

Tax Exempt Lease/Purchase: The rental payments have been calculated on the following assumptions and representations by Lessee that Lessee:

- 1. is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code") and duly created and validly existing under the laws of the State of Maine;
- 2. is authorized under the laws of the State of Maine to enter into the Lease/Purchase and the transactions contemplated thereby and to perform all of Lessee's obligations thereunder; and
- 3. has duly authorized the execution and delivery of the Lease/Purchase under the terms of a resolution of its governing body or by other appropriate official approval, and all requirements and procedures have been satisfied in order to ensure the enforceability of the Lease/Purchase, and Lessee has complied with all applicable public bidding requirements; and

Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status, and shall make such further representations and certifications as are customary in tax exempt transactions.

In the event Lessor suffers a loss of Federal income tax exemption of the interest portion of the rental payments, Lessee will indemnify Lessor against any loss of Federal income tax exemption of the interest portion of the rental payments and against any penalties and interest imposed by the Internal Revenue Service in connection therewith on a lump-sum basis, and Lessee shall comply with the filing requirements of Section 149(e) of the Code. Lessee will pay Lessor amounts calculated at a taxable rate sufficient to maintain Lessor's yield in the Lease/Purchase. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

Final Approval: This proposal and the terms set forth herein are an indication of interest in the transaction, and are not and should not be construed as a commitment nor obligation of Lessor or its affiliates to provide any financing. The proposed transaction and the terms set forth herein are subject to all credit, risk, documentation and legal approvals of Lessor as well as execution and delivery of documentation acceptable to all parties. All disbursements are subject to no material adverse change in the financial condition of Lessee from the time of approval.

Standard Disclosures and Disclaimers

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

This proposal is submitted in response to your Request for Proposal. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

Sample 10 Year Amortization

Total Project Costs	4,000,000.00
Repayment Term (semi-annual)	20
Interest Rate	2.050%
Closing/Funding Date (est.)	10/20/17
Average Life	5.679

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance
0		10/20/2017	4,000,000.00				4,000,000.00
1	1	7/15/2018		223,284.32	60,361.11	162,923.21	3,837,076.79
2	1	1/15/2019		223,284.32	39,330.04	183,954.28	3,653,122.51
3	2	7/15/2019		223,284.32	37,444.51	185,839.81	3,467,282.70
4	2	1/15/2020		223,284.32	35,539.65	187,744.67	3,279,538.03
5	3	7/15/2020		223,284.32	33,615.26	189,669.05	3,089,868.98
6	3	1/15/2021		223,284.32	31,671.16	191,613.16	2,898,255.81
7	4	7/15/2021		223,284.32	29,707.12	193,577.20	2,704,678.62
8	4	1/15/2022		223,284.32	27,722.96	195,561.36	2,509,117.26
9	5	7/15/2022		223,284.32	25,718.45	197,565.87	2,311,551.39
10	5	1/15/2023		223,284.32	23,693.40	199,590.92	2,111,960.47
11	6	7/15/2023		223,284.32	21,647.59	201,636.72	1,910,323.75
12	6	1/15/2024		223,284.32	19,580.82	203,703.50	1,706,620.25
13	7	7/15/2024		223,284.32	17,492.86	205,791.46	1,500,828.79
14	7	1/15/2025		223,284.32	15,383.50	207,900.82	1,292,927.97
15	8	7/15/2025		223,284.32	13,252.51	210,031.81	1,082,896.16
16	8	1/15/2026		223,284.32	11,099.69	212,184.63	870,711.53
17	9	7/15/2026		223,284.32	8,924.79	214,359.53	656,352.00
18	9	1/15/2027		223,284.32	6,727.61	216,556.71	439,795.29
19	10	7/15/2027		223,284.32	4,507.90	218,776.42	221,018.87
20	10	1/15/2028		223,284.32	2,265.44	221,018.87	0.00
				4,465,686.36	465,686.36	4,000,000.00	

Sample 15 Year Amortization

Total Project Costs	4,000,000.00
Repayment Term (semi-annual)	30
Interest Rate	2.330%
Closing/Funding Date (est.)	10/20/17
Average Life	8.461

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance
0		10/20/2017	4,000,000.00				4,000,000.00
1	1	7/15/2018		159,618.49	68,605.56	91,012.93	3,908,987.07
2	1	1/15/2019		159,618.49	45,539.70	114,078.79	3,794,908.28
3	2	7/15/2019		159,618.49	44,210.68	115,407.81	3,679,500.47
4	2	1/15/2020		159,618.49	42,866.18	116,752.31	3,562,748.16
5	3	7/15/2020		159,618.49	41,506.02	118,112.47	3,444,635.69
6	3	1/15/2021		159,618.49	40,130.01	119,488.48	3,325,147.20
7	4	7/15/2021		159,618.49	38,737.96	120,880.52	3,204,266.68
8	4	1/15/2022		159,618.49	37,329.71	122,288.78	3,081,977.90
9	5	7/15/2022		159,618.49	35,905.04	123,713.45	2,958,264.45
10	5	1/15/2023		159,618.49	34,463.78	125,154.71	2,833,109.74
11	6	7/15/2023		159,618.49	33,005.73	126,612.76	2,706,496.98
12	6	1/15/2024		159,618.49	31,530.69	128,087.80	2,578,409.18
13	7	7/15/2024		159,618.49	30,038.47	129,580.02	2,448,829.16
14	7	1/15/2025		159,618.49	28,528.86	131,089.63	2,317,739.53
15	8	7/15/2025		159,618.49	27,001.67	132,616.82	2,185,122.70
16	8	1/15/2026		159,618.49	25,456.68	134,161.81	2,050,960.89
17	9	7/15/2026		159,618.49	23,893.69	135,724.79	1,915,236.10
18	9	1/15/2027		159,618.49	22,312.50	137,305.99	1,777,930.11
19	10	7/15/2027		159,618.49	20,712.89	138,905.60	1,639,024.51
20	10	1/15/2028		159,618.49	19,094.64	140,523.85	1,498,500.65
21	11	7/15/2028		159,618.49	17,457.53	142,160.96	1,356,339.70
22	11	1/15/2029		159,618.49	15,801.36	143,817.13	1,212,522.56
23	12	7/15/2029		159,618.49	14,125.89	145,492.60	1,067,029.96
24	12	1/15/2030		159,618.49	12,430.90	147,187.59	919,842.37
25	13	7/15/2030		159,618.49	10,716.16	148,902.33	770,940.05
26	13	1/15/2031		159,618.49	8,981.45	150,637.04	620,303.01
27	14	7/15/2031		159,618.49	7,226.53	152,391.96	467,911.05
28	14	1/15/2032		159,618.49	5,451.16	154,167.33	313,743.72
29	15	7/15/2032		159,618.49	3,655.11	155,963.37	157,780.35
30	15	1/15/2033		159,618.49	1,838.14	157,780.35	(0.00)
				4,788,554.68	788,554.68	4,000,000.00	

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

*Order 15-17/18
Sub 21 10-2-17
Sub 18 10-16-17*

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 2 ADMINISTRATION
RE: SENIOR TAX RELIEF PROGRAM**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. That the Portland City Code is hereby amended by adding Article XI, Sections 2-451 to 2-459, which said sections read as follows:

ARTICLE XI. PORTLAND SENIOR TAX EQUITY PROGRAM

State law reference(s) -- Tax credits, 36 M.R.S.A. Sec. 5219-KK; Maine Residents Property Tax Program, 36 M.R.S.A. Sec. 6201 et seq.; Municipal property tax assistance, 36 M.R.S.A. Sec. 6231 et seq.

Sec. 2-451. Definitions.

For purposes of this article, the following terms shall have the following meanings:

Applicant shall mean a person who files with the City an application for a benefit under the Program.

Director shall mean the Finance Director of the City of Portland or his or her designee.

Eligible applicant shall mean a person who is determined, after review of a complete application under this article, to be eligible for a Program Benefit under the terms of this article.

Homestead shall have the same meaning as in 36 M.R.S. § 5219-KK(1)(C), as it may be amended from time to time.

Program shall mean the Portland Senior Tax Equity Program established by this article.

Program Benefit shall mean the amount of the refund payment for which an eligible applicant is qualified as determined by the Director under this Article.

Program Fund shall mean a dedicated account into which funds for the Program that are appropriated by the City Council are placed.

State Program shall mean the Maine Property Tax Fairness Credit Program established by 36 M.R.S. § 5219-KK, as it may be amended from time to time.

Year shall mean January 1 through December 31.

Sec. 2-452. Purpose of program; program description.

The purpose of this article is to establish a Program to provide property tax assistance in the form of a refund payment to income-eligible persons at least sixty-two (62) years of age who have a homestead in the City of Portland and who qualify for a tax credit under the state program.

Sec. 2-453. Eligible applicant.

In order to be an eligible applicant for a benefit from the City under the Program, an applicant must demonstrate all of the following:

(a) The applicant must be 62 years of age or older and have a homestead in the City at the time of application.

(b) If the applicant owns his or her homestead, the applicant paid in full all property taxes for the year for which the refund is requested. If the applicant rents his or her homestead, the applicant paid rent during the year for which the refund is requested.

(c) The applicant has received a tax credit under the state program for the prior year.

§ 2-454. Application and benefit payment.

In order to qualify for a benefit under the Program, applicants must submit an application between March 15 and May 15 relative to the prior year's income tax for a benefit under this article. An application is required each year that an applicant desires to participate in the Program. The Director shall provide an application form for the Program, which shall

include, at a minimum, the applicant's name, homestead address, and contact information. As part of the application, the applicant shall authorize the City to obtain documentation from Maine Revenue Services establishing the amount of the credit the applicant received under the state program. The Program is based on the state program and relates to property taxes assessed and paid or rent paid in the preceding year. The Director shall review and determine if the application is complete and accurate and if the applicant is an eligible applicant. The Director's determinations as to whether an applicant is an eligible applicant and the amount of the applicant's program benefit shall be final.

Sec. 2-455. Determination of eligibility; amount of program benefit.

If the Director determines that an applicant is an eligible applicant, the Director shall then determine the applicant's program benefit, which shall be the lesser of the following amounts:

(a) The amount of credit the applicant qualified for under the state program;

(b) Nine hundred dollars (\$900.00); or

(c) A pro rata share of available monies in the Program fund based on the amount of each eligible applicant's credit under the state program.

Sec. 2-456. Creation of program fund; limitation on payments.

Upon presentation of the budget to the City Council, the City Manager shall propose an appropriation of funds to support this Program. If the Council approves the appropriation of such funds, they shall be placed in the Program Fund. Any surplus monies available after all payments have been made in a given year shall remain in the Program Fund. In the event that the City Council fails to appropriate funds for the Program Fund, or if there are insufficient funds in the Program Fund to pay any eligible applicant all or part of the applicant's program benefit, the applicant's request for a benefit under the Program will not carry over to the next year.

Sec. 2-457. Payments.

An eligible applicant shall be mailed a check for the program benefit no later than September 30 of the year in which the applicant files an application, or within thirty days after the City receives satisfactory documentation that the applicant has received a tax credit under the state program for the prior year.

Sec. 2-458. One eligible applicant per household.

Only one eligible applicant per homestead shall be entitled to payment under the Program each year. The right to file an application under this article is personal to the applicant and does not survive the applicant's death, but the right may be exercised on behalf of the applicant by the applicant's legal guardian or attorney-in-fact. If an applicant dies after having filed a timely and complete application that results in a determination that the applicant is eligible, the amount determined by the Director shall be disbursed to another member of the household as determined by the Director. If the applicant was the only member of a household, then no payment shall be made under the Program.

Sec. 2-459. Effective date.

This ordinance shall apply to benefit applications filed with the City on or after March 15, 2019, for a benefit relative to the 2018 income tax year and subsequent income tax years.

MEMORANDUM
City Council Agenda Item

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

FROM: Anita LaChance, Deputy City Manager

DATE: September 22, 2017

SUBJECT: Order Establishing a Portland Senior Tax Equity Program (P-STEP)

SPONSOR: Finance Committee, Nick Mavodones, Chair. At its September 19, 2017 meeting the Finance Committee voted unanimously to recommend this change to the City Council.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: 10/2/17

Final Action: 11/6/17

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

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

Mayor Strimling will provide a brief overview of the proposal

I. ONE SENTENCE SUMMARY

This program would provide property tax relief to Portland residents, 62 or older, who meet the eligibility criteria for the State of Maine Property Tax Fairness Credit Program.

II. AGENDA DESCRIPTION

The State of Maine Property Tax Fairness Program was enacted in 2013 to address concerns that Mainers were using an increasing amount of their income to pay rent and/or property taxes. In order to qualify for the State program, adjusted gross income must be between \$33,333 and \$53,000, depending on the size of the household; and property taxes paid in the refund year must be more than 6% of the household income. Rent must be more than 40%. The state only rebates half of what is needed to truly bridge the gap. Almost 900 seniors living in Portland qualify for the State credit.

This program, modeled on programs implemented in a number of surrounding communities, will relieve the other half, in an effort to help ease the burden of rising housing costs for low-income seniors, 62 or older. The program utilizes the State of Maine Property Tax Fairness Credit Program as its foundational eligibility structure. The

program will provide up to \$900 in tax/rent relief. The average, for Portland residents, under the State program is \$300.

III. BACKGROUND

Since FY 2013, property taxes in Portland have risen a total of 15%, equaling an increase of about \$680 for the average home. Increases in the State Homestead exemption have decreased that amount to 10.6%, or \$460, for resident homeowners. Further, rents have climbed 20%-40% between 2010 and 2015. This increased cost of housing has outpaced incomes - especially for seniors with fixed or low incomes. In fact, since 2013, Social Security benefits have risen only 5.3% (with a 2017 increase of 0.3%). The P-STEP program aims to keep some of our most vulnerable neighbors in their homes by easing this financial burden.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Establishing a targeted property tax relief was one of the City Council's stated goals for 2017.

V. FINANCIAL IMPACT

According to Maine Revenue Service, under the State Program, in 2015, a total of \$270,524 was paid to 889 Portland applicants over the age of 62, for an average of \$304 per recipient. Specifically, \$27,582 in benefits were paid to renters (140 applicants for an average of \$197) and \$242,942 was paid to homeowners (749 applicants averaging \$324 per credit).

In other towns that have a similar program, they do not see 100% usage by those who got the state credit. Assuming 90% usage in Portland, which is very high, the projected cost would be approximately \$250,000. This amount would need to be added to next fiscal year's budget

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

VII. RECOMMENDATION

Finance Committee votes unanimously to recommend this program

VIII. LIST ATTACHMENTS

Mayor's Proposal
Minutes of 9/20/17 Finance Committee Meeting

Portland, Maine



Yes. Life's good here.

Office of the Mayor, Ethan K. Strimling

Portland Senior Tax Equity Program [P-STEP]

In an effort to help ease the burden of rising housing costs for low-income seniors, presented here is the Portland Senior Tax Equity Program [P-STEP]. This program will provide an average of \$300 in tax/rent relief for our most needy seniors.

Since FY 2013, property taxes in Portland have risen a total of 15%, equaling an increase of about \$680 for the average home. Further, rents have climbed 20%-40% between 2010 and 2015. However, during that same time, that increased cost of housing has outpaced incomes - especially for seniors with fixed or low incomes. In fact, since 2013, Social Security benefits have risen only 5.3% (with a 2017 increase of 0.3%). The P-STEP program aims to keep some of our most vulnerable neighbors in their homes by easing this financial burden.

The program utilizes the State of Maine Property Tax Fairness Credit Program as its foundational eligibility structure. The State Program was enacted in 2013 to address concerns that Mainers were using an increasing amount of their income to pay rent and/or property taxes.

Accordingly, almost 1,000 seniors living in Portland use the state credit because their property taxes or rent are currently unaffordable. Unfortunately, the state only rebates half of what is needed to truly bridge the gap. This program, modeled on programs implemented in a number of surrounding communities, will relieve the other half.

Who benefits?

The P-STEP would be available for any household with a Portland resident 62 years or older who receives a benefit under the State Program. Criteria includes a household adjusted gross income of \$33,333 to \$53,000 depending on the size of the household. Property taxes paid in the refund year must be more than 6% of the household income. Rent must be more than 40%.

How much will a homeowner/renter receive?

An individual homeowner or renter can receive up to \$900 under the P-STEP. Under the state program, eligible Portland seniors receive an average of \$304 (\$197 per renter and \$324 per homeowner). This program will match those amounts dollar for dollar.

What other communities do this?

Locally-enacted property tax assistance programs are not a new phenomenon. To date, we have found similar programs in South Portland, Scarborough, Cumberland, Kennebunkport, Berwick, Harpswell, Kittery and York. While each community tailors their program to best meet that local community's need (different age restrictions, reimbursable amounts, and/or residency requirements), each addresses the fundamental issue of targeting relief to those who need it most.

What will it cost?

According to Maine Revenue Service, under the State Program, in 2015, a total of \$270,524 was paid to 889 Portland applicants over the age of 62, for an average of \$304 per recipient. Specifically, \$27,582 in benefits were paid to renters (140 applicants for an average of \$197) and \$242,942 was paid to homeowners (749 applicants averaging \$324 per credit).

In other towns that have a similar program, they do not see 100% usage by those who got the state credit. Assuming 90% usage in Portland (very high), the cost to us would be approximately \$250,000.

How will we pay for it?

As proposed, the P-STEP would go into effect in the next budget, FY'19. Upon passage of this program, the City Manager would be tasked with including full funding of the proposal in next year's proposed budget for Council consideration.

When does it go into effect?

Fiscal Year 2019 (next year's budget). It is contemplated that the P-STEP shall apply to benefit applications filed with the City on or after March 15, 2019, for a benefit relative to the 2018 income tax year and subsequent income tax years. Upon presentation of the budget to the City Council beginning with the FY 2019 budget, the City Manager shall propose an appropriation of funds to support the P-STEP.

This timing will also coincide the first rebates to go into effect when the re-valuation takes effect, providing relief to those who will see large property value increases, but without an accompanying increase in income.

*Order 82-17/18
Tab 19 10-16-19*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ESTABLISHING
THE CITY COUNCIL RULES COMMITTEE**

ORDERED, that, pursuant to Portland City Charter Article II, Section 5(1), the City Council Rules Committee is hereby formed to review and revise the Council Rules of Procedure as necessary; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to allow the committee to begin its work immediately.

MEMORANDUM
City Council Agenda Item

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

FROM: Mayor Ethan Strimling

DATE: October 6, 2017

SUBJECT: Order Establishing the City Council Rules Committee

SPONSOR: Mayor Ethan Strimling

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading 10/16/2017 Final Action Same

Can action be taken at a later date: ____ Yes ____ X No (If no why not?)
Passage requires notice; final rules will be on the December 4, 2017 agenda

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

I. ONE SENTENCE SUMMARY

The Mayor is establishing the Rules Committee to review the City Council Rules and determine if any amendments or changes are recommended in time for approval by the Council at the December 4, 2017 Inaugural City Council Meeting.

II. AGENDA DESCRIPTION

The Mayor is establishing the Rules Committee to review the City Council Rules and determine if any amendments or changes are recommended in time for approval by the Council at the December 4, 2017 Inaugural City Council Meeting. According to Rule 30 of the Portland City Council Rules of Procedure, notice for any potential amendment to the Rules of Procedure must be provided at the preceding meeting. Establishing this committee (and the accompanying communication appointing the members) provides that notice.

III. BACKGROUND

At the first City Council meeting in December annually, new Councilors are sworn in and the City Council adopts its Rules of Procedure. For the last two years, the council has reviewed and recommended changes to the rules prior to swearing in. The rules have been amended numerous ways in the past two years including to change the meeting start time, to set general public comment to a time certain, to provide more public notice on when the agenda gets

published, to remove the need for a roll call on adjournment, to allow applause for any honors or recognitions, to ban the display of signs in the chamber, etc.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

N/A.

V. FINANCIAL IMPACT

None; other than the staff time used to create and address the amendments to the City Council Rules of Procedure.

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

N/A.

VII. RECOMMENDATION

Passage.

VIII. LIST ATTACHMENTS

City Council Rules of Procedure

Prepared by: Ethan Strimling
Date: October 6, 2017

RULES OF PROCEDURE OF THE CITY COUNCIL

As Amended June 5, 2017

Rule 1. Regular Meetings and Council Workshop Sessions

- A. The regular meetings of the Council shall be held in the room known as the City Council Chamber or such other room as deemed appropriate in City Hall in one session at 5:30 p.m. on the first and third Mondays of each calendar month. When said Monday is a holiday, an election day, or the first Monday in December, the regular meeting shall be held on the following Wednesday, at the same time and place. The date or the time of any regular meeting may be changed by an order passed at a previous meeting of the Council or by warrant for a special meeting called in lieu of a regular meeting; provided however, that said change in date will still provide for two regular meetings in one month. Unless otherwise changed by an order passed at a preceding meeting or by the calling of a special meeting at a different time or place, for like purposes, the Council shall also regularly meet at 12:00 noon on the first Monday of December of each year for the purpose of the inauguration of Portland City Council, the swearing in of Councilors-elect, filling Council committees, adopting rules and orders, and transacting such other business as it may deem appropriate. The public hearing of any item shall not commence after 10:00 p.m. of the day of said regular meeting unless five (5) members consent to such consideration. The Council deliberation and action on any item shall not commence after 10:00 p.m. of the day of said regular meeting unless five (5) members consent to such consideration.
- B. With proper notice, workshop sessions of the City Council may be called by five (5) members of the City Council, the Mayor or the City Manager, as the case may be, for

obtaining legal, administrative or policy guidance or for the presentation of information by the City Manager, the City Clerk or Corporation Counsel or their staff. The City Council shall not take votes in workshop sessions; however, the Council may be polled at the workshop to obtain an unofficial sense of the position of the Council on an issue being discussed at the workshop. To the maximum extent possible, materials for such sessions shall be provided to the City Council at least two (2) days prior to the scheduled workshop. All such workshop sessions shall be open to the public, in accordance with 1 M.R.S. §400 et seq. ("FOAA").

Rule 2. Quorum; Adjourned Meetings

A majority of the members shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time. At least twenty-four (24) hours' notice of the time and place of holding such adjourned meeting shall be given to all members who are not present at the meeting from which adjournment is taken.

Rule 3. Enactments

The Council shall act only by ordinance, order, or resolve. Final passage of any item shall require five (5) affirmative votes except where a greater number is required by Charter or Ordinance. All ordinances, orders, and resolves, except orders and resolves making an appropriation of money, shall be confined to one subject, which shall be clearly expressed in the title. The appropriation order or resolve shall be confined to the subject of appropriations only.

Rule 4. Ordinance; Style

All ordinances passed by the Council shall be termed "amendments to the Portland City Code" and the enacting style shall be: "Be it ordained by the City Council of the City of Portland, Maine, in City Council assembled."

Rule 5. Order and Resolve; Style

In all votes of command, the form of expression shall be "ordered"; and of opinions, principles, facts or purposes, the form shall be "resolved".

Rule 6. Readings

The reading of any ordinance, order, or resolve shall be by title of the ordinance, order or resolve only, if no member objects.

Rule 7. Reading on Two Separate Days; Waiver

No ordinance, no appropriation resolve, and no order authorizing the expenditure of \$5,000.00 or more shall be passed until it has been read on two separate days, except when the requirement of reading on two separate days has been dispensed with by a vote of seven (7) of the members.

Rule 8. Yeas and Nays Taken; When

The yeas and nays shall be taken upon the passage of all ordinances and orders authorizing the expenditure of money in the amount of \$5,000.00 or more and entered upon the record of the proceedings of the Council by the Clerk. The yeas and nays shall be taken on the passage of an order or resolve when called for by any member.

Rule 9. Ordinances; Effective When

No ordinance shall take effect until thirty (30) days after its passage by the Council, except in the case of emergency ordinances.

Rule 10. Order, Resolve; Effective When

No order or resolve shall take effect until ten (10) days after its passage, except in the case of emergency orders and resolves.

Rule 11. Emergency Ordinances, Orders and Resolves

The Council may, by vote of seven (7) of its members, pass emergency ordinances, orders, or resolves to take effect at the

time indicated therein, but such emergency ordinances, orders or resolves shall contain a section in which the emergency is set forth and defined, provided, however, that the declaration of such emergency by the Council shall be conclusive.

Rule 12. Item for Meetings; Filed When

No ordinance, order, resolve, or other document shall be in order for action at any regular meeting of the Council unless such ordinance, order, resolve, or other document shall appear on the Council Agenda. Items for the Agenda shall be received in the office of the City Manager on or before close of the work day ten (10) days prior to the scheduled Council meeting.

Rule 13. Presiding Officer to Chair Meetings

The Presiding Officer shall take the chair at the time appointed for the meeting, call the members to order, cause the roll to be called, and, a quorum being present, cause the minutes of the preceding meeting to be read and proceed to business.

Rule 14. Preserve Order Decide All Questions of Order

The Presiding Officer shall preserve decorum and order, may speak to points of order in preference to other members, and shall decide all questions of order subject to an appeal to the Council by motion regularly seconded, and no other business shall be in order until the question on appeal is decided.

Rule 15. Declare Votes; Cause Return of Votes

The Presiding Officer shall declare all votes, but if any member doubts a vote, the Presiding Officer shall cause a return of the members voting in the affirmative and in the negative; without debate.

Rule 16. Debate; Rules of

When a question is under debate, the Presiding Officer shall receive no motion but to adjourn, or for the previous question, or to lay on the table, or to postpone to a day

certain or to refer to a committee or some administrative official, or to amend, or to postpone indefinitely; which several motions shall have precedence in the order in which they stand arranged.

Rule 17. Motion to Adjourn; Lay on Table

The Presiding Officer shall consider a motion to adjourn as always in order except on immediate repetition; and that motion and the motion to lay on the table, or to take from the table, shall be decided without debate.

Rule 18. Reconsideration

When a vote is passed, it shall be in order for any member who voted in the majority, or in the negative on a tie vote to move a reconsideration thereof, at the time, or the next stated meeting, but not afterwards, and when a motion of reconsideration is decided, that vote shall not be reconsidered. No motion to reconsider a vote passed at a previous meeting shall be in order for consideration at the next stated meeting unless an item to that effect is contained in the agenda for such next stated meeting or unless seven of the members consent to such reconsideration. A citizen petition, or zone change petition, once presented to and finally acted upon by the Council shall not again be received by the Council in the same or substantially the same form for a period of one year next succeeding the Council's final action on the original petition. A member voting with the majority on the original petition, shall be privileged to reintroduce such a petition.

A liquor license or special entertainment permit, or an amendment proposed by the licensee to an existing license or permit that has been denied by the Council shall not be received by the Council in the same or substantially the same form for one year from the date of such action unless a shorter period is required by state law.

Rule 19. Failure to Pass for Lack of Required Votes

When an item fails to finally pass for lack of the required five (5), or seven (7) affirmative votes, as applicable, and is not otherwise disposed of, the item shall appear on the Agenda as unfinished business at the next succeeding meeting.

Rule 20. Motion for Previous Question

Upon the motion for the previous question being made and seconded, the Presiding Officer shall put the question in the following form: "Shall the main question be now put?". And all debate upon the main question shall be suspended until the motion for the previous question shall be decided. After the adoption of said motion for the previous question by a majority vote, the sense of the Council shall be forthwith taken upon all pending amendments and then upon the main question. Neither is it susceptible of amendment. All questions of order arising incidentally thereon must be decided without discussion whether appeal be had from the Presiding Officer or not.

Rule 21. Manner of Speaking

When a member is about to speak, he or she shall rise in his or her place and respectfully address the Presiding Officer, confine himself or herself to the question under debate, and avoid personalities.

Rule 22. Length of Statements by Members

During the deliberation on any item, each member shall limit his or her remarks and/or questions, to a total of ten (10) minutes.

Rule 23. Not to Interrupt

No member speaking shall be interrupted by another, but by a call to order or to correct a mistake.

Rule 24. Breach of Rules and Orders

When any member shall be guilty of a breach of any of the rules or orders of the Council, that member may, on motion, be required to make satisfaction therefor, and shall not be allowed

to vote, or speak, except by way of excuse, until he or she has done so.

Rule 25. Member Excused From Voting; When

Every member present when a question is put shall vote unless the member is precluded from participation therein because of interest or the appearance of interest or unless she or he is otherwise prohibited by law from participation.

(a) Any member abstaining on grounds of interest or the appearance of interest must do so at the commencement of deliberations on the item under discussion and shall not participate in said deliberations or vote on such item.

(b) Any member abstaining as permitted hereunder shall clearly state such intent, the reason for such abstention and the legal or factual basis therefor prior to the commencement of deliberation on such item.

Rule 26. Motion to be Reduced to Writing; When

Any motion shall be reduced to writing if the Presiding Officer shall so direct.

Rule 27. Division of Question

Any member may require the division of a question when the sense will admit it.

Rule 28. Motion for Referral

A motion for referral to a Committee or administrative official, until it is decided, shall preclude all amendments of the main question.

Rule 29. Priority of Business

All questions relating to priority of business to be acted upon shall be decided without debate.

Rule 30. Suspension of Rules; Amendment or Repeal

The rules shall not be dispensed with or suspended unless two-thirds as of those present and voting consent thereto; provided, however, that when these rules expressly require a vote larger than said two-thirds such rules shall not be suspended except by an equal or greater vote. No rule of procedure shall be amended or repealed without notice, in writing, being given at the preceding meeting.

Rule 31. Procedure for Addressing Council

Any person wishing to address the Council will be given an opportunity to do so in accordance with the following procedure:

1. No public comment shall be permitted on the following agenda items: informational reports or communications from boards and commissions, staff or other organizations or entities; and administrative action implementing prior action of the Council where that prior action had permitted public comment.

2. On items other than those set forth in 1. above, public comment shall be permitted only once prior to final Council action. Except as specifically decided by the Council, such public comment shall occur at the advertised public hearing or at the second reading of such item by the Council, where the item requires a second reading on a separate date.

3. Persons wishing to address the Council on an item which appears on the agenda, and upon which public comment is permitted under 1. and 2. above, shall wait until the Clerk announces the consideration of such item, at which time they may address the Council on that particular item. However, once the Council has begun its deliberations on an item, no person shall be permitted to address the Council on such item.

4. Persons wishing to address the Council on an item not appearing on the agenda shall only do so at the 6:00 p.m. public comment period reserved on the City Council agenda for non-agenda items.

5. Any person wishing to address the Council shall signify such desire and, when recognized by the Presiding Officer, such person shall give his or her name and address and designate the subject matter on which he or she desires to address the Council.

6. When any person or entity is being honored or recognized by the Council, applause shall be permitted. In all other matters, persons present at Council meetings shall not interrupt, nor applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting.

7. Any and all signs shall not be permitted in the City Council Chambers.

8. Persons addressing the Council on an item prior to start of deliberation on such item by the Council shall be permitted to speak only once on an item, and shall limit their remarks on each item to three (3) minutes. Such persons shall confine their remarks to the merits of the pending item. No members of the public shall comment on more than three (3) items at any Council meeting unless the Rules of the Council are suspended to allow for comment on each such additional item.

9. The Presiding Officer may limit or cut off any commentary that is not germane or that is scurrilous, abusive, or not in accord with good order and decorum.

10. Any person who shall continue to violate these rules, after warning by the Presiding Officer, may be ejected for the remainder of the meeting then in progress.

Rule 32. Parliamentary Proceedings

In all cases where the parliamentary proceedings are not determined by the foregoing rules, "Robert's Rules" shall be taken as authority to decide the course of the proceedings.

Rule 33. Council Committees

At the commencement of the municipal year, or as soon thereafter as possible, members shall be appointed to the following standing Committees, each Committee to consist of three (3) members of the Council:

1. Economic Development Committee;
2. Finance Committee;
3. Health and Human Services Committee;
4. Housing Committee;
5. Legislative/Nominating Committee; and
6. Sustainability and Transportation Committee.

A majority of the members of the above standing Committees shall constitute a quorum for the transaction of business.

Rule 34. Council Committees; How Chosen

The members of the Council to serve on the above Committees shall be appointed by the Mayor. The Council may override one or more of such appointments by a vote of at least six (6) members.

Rule 35. Council Committees; Public Comment

The public will be given an opportunity to comment on any item under consideration by the below-named standing Council Committees prior to a final Committee action on that item. Any person addressing the Committee on an item shall be permitted to speak only once on an item, shall give his or her name and address, and shall limit their remarks on each item to three (3) minutes. This requirement for public comment shall apply to the following Committees:

1. Economic Development Committee;
2. Finance Committee;
3. Health and Human Services Committee;

4. Housing Committee;
5. Legislative/Nominating Committee; and
6. Sustainability and Transportation Committee.

Nothing herein shall prevent or prohibit any other Committee from accepting public comment if said Committee determines that it wishes to do so.

Notwithstanding the foregoing, no public comment shall be required on the following items: informational reports or communications from boards and commissions, staff or other organizations or entities; and administrative action implementing prior Committee action where that prior action had permitted public comment.

Rule 36. Smoking at Meetings

No person shall smoke in the Council Chamber or at any public meeting in the Portland City Hall. Any person continuing to smoke after warning by the Presiding Officer shall be ejected for the remainder of the meeting then in progress.

Rule 37. Confidentiality

No Councilor shall intentionally disclose or discuss information known to be confidential to or with any person not otherwise authorized or privileged to receive that information, including representatives of the media. For the purpose of this rule, "information known to be confidential" includes information in any form that has been designated, to the knowledge of the Councilor, as confidential by an employee or agent of the City of Portland, and that is within one or more of the exceptions to the definition of "public record" in the State's Freedom of Access law.

Confidential information includes statements made by individuals participating in executive sessions and includes any documents prepared specifically for an executive session, unless otherwise designated by the City Council in cases where the Council has the exclusive right to waive confidentiality.

Any Councilor who, following a due process hearing, is found to have violated this rule may be disciplined by reprimand.

*Order 83-17/18
Feb 20 10-16-17*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE LAND EXCHANGE AGREEMENT BETWEEN
PORTLAND AND THE UNIVERSITY OF MAINE SYSTEM
RE: BRIGHTON-DEERING-FALMOUTH INTERSECTION ROUNDABOUT**

ORDERED, that the land exchange agreement between the University of Maine System and the City of Portland, allowing construction of the Brighton-Deering-Falmouth-Street Intersection Roundabout, is hereby approved in substantially 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 documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

MEMORANDUM
City Council Agenda Item

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

FROM: Chris Branch PE, Director of Public Works
Katherine Earley, PE, Engineering Manager/City Engineer
Jeremiah Bartlett, PE, PTOE, Transportation Systems Engineer

DATE: September 2, 2017

SUBJECT: Order Approving the Land Exchange Agreement between Portland and the University of Maine System Re: Brighton-Deering-Falmouth Intersection Roundabout

SPONSOR: Jon Jennings, City Manager
(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 October 16, 2017 Final Action November 6, 2017

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

This agreement is vital to MaineDOT's ability to proceed with property negotiations with affected abutters, and must happen at the same time as the three-party agreement with PACTS and MaineDOT.

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

I. ONE SENTENCE SUMMARY

City Council action is necessary to approve the two-party property agreement with the University of Maine for the Brighton-Deering-Falmouth Intersection (Roundabout) Project to proceed.

II. AGENDA DESCRIPTION

This Agreement approves a land exchange with the University of Maine System for City (USM) and University-owned property. This agreement along with the Three-Party Agreement with the Maine Department of Transportation (MaineDOT) and the Portland Area Comprehensive Transportation System (PACTS) will allow the Brighton/Deering/Falmouth Roundabout Project to be constructed. The construction is anticipated to begin in the 2018 construction season.

III. BACKGROUND

The City, in partnership with PACTS conducted a study in 2013 to complete an alternatives analysis for the Brighton-Deering-Falmouth intersection. Following the assessment of several alternatives, a roundabout-based outcome was recommended. This outcome was supported

through the public process, and on August 5, 2013, the Portland City Council adopted the study as an Approved Transportation Master Plan.

The approved alternative would accomplish the following:

- 1.) Reconstruct the intersection of Brighton-Deering-Falmouth as a roundabout.
- 2.) Eliminate the leg of Brighton Avenue between Falmouth and Bedford streets.
- 3.) Convert Bedford Street immediately east of Deering Avenue to a two-way street.

During project development, it was determined that several parcels of land would be impacted, in addition to the abandonment of Brighton Avenue between Falmouth and Bedford. The two parcels, Number 7 and Number 8, would be conveyed to the City as part of an expansion of the City's right-of-way.

After completion of the project, MaineDOT will eliminate the segment's Federal Highway Administration designation, discontinuing the Brighton Avenue land, which will result in the City and the University, as abutters, owning to the centerline of the street. Post-construction, the portion of the property under City control will be conveyed to USM.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

This project advances the preferred alternative from the Brighton-Deering-Falmouth alternatives study adopted by City Council in 2013 as well as US EPA water quality requirements as part of the City's CSO Program Compliance Order.

V. FINANCIAL IMPACT

The financial impact associated with this agreement is minimal, consisting of the City covering the cost of recording the deeds.

Funding resources for this project are provided by two previously appropriated FY 2018 CIP funds:

1. C18101: USM Roundabout: \$705,300
2. C18104: Pavement Preservation: \$11,905

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

See above.

VII. RECOMMENDATION

The Department of Public Works strongly recommends approving this agreement, as the project cannot be completed without the property agreement being approved by the City Council and the University Board of Trustees.

VIII. LIST ATTACHMENTS

- City-University Property Agreement
- ROW Mapping

Prepared by: Jeremiah Bartlett, PE, PTOE and Conrad Welzel

Date: September 2, 2017

**LAND EXCHANGE AGREEMENT
BETWEEN
CITY OF PORTLAND AND
THE UNIVERSITY OF MAINE SYSTEM**

THIS AGREEMENT is made this ____ day of _____, 2017 between the City of Portland, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 ("City"), and the University of Maine System, acting through the University of Southern Maine, with a mailing address of, 5703 Alumni Hall, Orono, Maine 04469 ("University").

RECITALS

Whereas, by Order 26-13/14 dated August 5, 2013, the City approved the Brighton-Deering-Falmouth Intersection Study as a Master Plan in substantially the form included in a certain August 2013 Final Report prepared by Vanasse Hangen Brustlin, Inc. (the "Report"); and

Whereas, the City, through a separate agreement with the Maine Department of Transportation, desires to construct, operate, and maintain a proposed roundabout at the intersection of Brighton Avenue/Deering Avenue/Falmouth Street (the "Project") as generally depicted sheet 1 of the plan entitled State of Maine Department of Transportation Right Of Way Map, Project No. _____, dated July 2017, a copy of which is attached hereto as Exhibit A and made a part hereof (the "Plan"); and

Whereas, portions of the Project are to be constructed on land owned by the University, which land is depicted on the Plan as Parcel No. (7) and Parcel No. (8) and more particularly described in Exhibits B and C attached hereto and made a part hereof, and which the University shall convey to the City pursuant to the terms of this Agreement; and

Whereas, in exchange for such conveyances, the City shall pursue the discontinuance of the green shaded portion of Brighton Avenue between Falmouth Street and Bedford Street on sheet 2 of the Plan, which portion is more particularly described in D attached hereto and made a part hereof (the "Brighton Avenue Land"), and convey the City's interest in the Brighton Avenue Land to the University.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and University hereby agree as follows:

1. Conveyance of University Property to City. For the sum of one dollar and other valuable consideration,
 - a. The University will convey to City the parcel of land depicted on Exhibit A as Parcel No. (7), which parcel contains approximately 4,513 square feet and is a portion of property conveyed to the University of Maine by deeds recorded in

the Cumberland County Registry of Deeds in Book 3047, Page 354; Book 3053, Page 326; Book 3056, Page 504; and Book 3079, Page 537.

- b. The University will convey to City the parcel of land depicted on Exhibit A as Parcel No. (8), which parcel contains approximately 1,099 square feet and is a portion of property conveyed to the University of Maine by deed recorded in the Cumberland County Registry of Deeds in Book 2370, Page 135. Parcels No. (7) and (8) are referred to herein as the "University Property."
- c. In the event that updates to the plan require adjustments to the descriptions of the University Property described in Exhibits B & C, the parties shall agree on revised on descriptions to be included in the deed conveying the University Property to the City.

2. Discontinuance of Brighton Avenue Land; Conveyance of City Property to University.

- a. Upon completion of the Project, and subject to the State lifting its state highway designation and the reversion of jurisdiction to the City, and subject to the City obtaining all other necessary approvals, the City will discontinue the "Brighton Avenue Land" subject to any utility easements of record and a utility easement and public easement to be retained by the City. Provided that the City discontinues the Brighton Avenue Land, the University shall waive its right to any damages resulting from the discontinuance.
- b. Within 180 days after completion of the Project, and provided that the City Council has discontinued the Brighton Avenue Land and any applicable appeal periods have passed, the City shall convey to the University, by municipal quitclaim deed, its interest in the Brighton Avenue Land (the "City Property").
- c. Subject to the provisions of section 9 below, in the event that the City does not discontinue the Brighton Avenue Land and convey its interest in the Brighton Avenue Land land to the University: (1) the City will hire a licensed appraiser, to be agreed upon by the parties, to prepare an appraisal report for the University Property at the City's expense; and (2) within 30 days of receipt of the appraiser's final report, the City will pay the University the appraised value of the University Property.

3. Title And Due Diligence.

- a. Each party will have from the date first set forth above (the "Effective Date") until 4:00 PM Eastern Daylight Savings Time on the day that is ninety (90) days after the Effective Date (the "Due Diligence Period") to complete any survey, environmental review and title examinations, and to undertake such other investigations, testing or inspections as it shall deem appropriate.

- b. During the Due Diligence Period, the University agrees to provide the City with open access, during normal business hours, to any and all of the University's files containing information about the University Property, including, without limitation, reports on soil conditions or other kinds of technical reports regarding the University Property, any information related to infrastructure on the University Property or infrastructure agreements and any information regarding restrictions, covenants or conditions affecting the University Property or the City's intended use of the University Property for roundabout purposes.
- c. Each party will have until the end of the Due Diligence Period to deliver to the other any written objections to title, environmental, or survey matters that the party determines materially affects the use or the cost of development of or construction on the property. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- d. Option to Cure. In the event of a title, survey or environmental objection by a party, the conveying party will have the option, but not the obligation, to cure the objection and will notify other of its election within ten (10) business days after receipt of the objection. In the event that the conveying party elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the conveying party does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to the other's reasonable satisfaction, the objecting party will have the option to (1) terminate this Agreement, after which neither party will have any further obligation or liability to the other under this Agreement, (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).

4. Conditions Precedent to Closing.

- a. The City shall have no obligation to close on the transactions contemplated by this Agreement if the City decides, in its sole discretion, not to proceed with the construction of the Project. In the event the City decides not to proceed with the Project, this Agreement shall terminate and the parties shall have no further obligations to each other. Provided, however, that in the event that the City terminates this Agreement after the University has conveyed the University Property to the City, the City shall reconvey the University Property to the City as set forth in section 9(e).

5. University's Representations. The University represents to City that the following are true as of the date of this Agreement and will be true as of the dates of the City Property Closing and University Property Closing:

- a. It has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
- b. This Agreement has been duly authorized, executed, and delivered and is a legal, valid, and binding agreement of University, enforceable in accordance with its terms, subject to the University of Maine System Board of Trustees approval. The execution, delivery, and performance of this Agreement by University will not violate any judgment or order applicable to University or University's instruments of organization, governance or operation, and will not result in any material breach of, or constitute a material default under, or result in the creation of any material lien, charge, security interest, or other encumbrance upon the University Property or any note, bond, indenture, mortgage, deed of trust, bank loan, or credit agreement to which University is a party or by which the University Property is bound.
- c. University has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting the University Property.
- d. University has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning the University Property.
- e. No third party has any right to acquire all or any part of the University Property.

6. City's Representations. City represents to the University that the following are true as of the date of this Agreement and will be true as of the dates of the City Property Closing and the University Property Closing:

- a. It has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.
- b. This Agreement has been duly authorized, executed, and delivered and is a legal, valid, and binding agreement of City, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by City will not violate any judgment or order applicable to City or City's instruments of organization, governance or operation, and will not result in any material breach of, or constitute a material default under, or result in the creation of any material lien, charge, security interest, or other encumbrance upon the City Property or any note, bond, indenture, mortgage, deed of trust, bank loan,

or credit agreement to which City is a party or by which the City Property is bound.

- c. City has not received any written notice of any pending condemnation, violation of law, or other legal action of any kind materially and adversely affecting the City Property.
- d. University has no knowledge of any pending or threatened litigation, administrative action, or governmental investigation or examination (including, but not limited to, environmental investigations, examinations, claims, and demands) concerning the City Property.

7. Property Conveyed As Is, Where Is. Each party acknowledges that it will have an opportunity to inspect the property being conveyed to it, and to hire professionals to do so, and that the properties will be conveyed "as is, where is" and "with all faults." Neither party makes any representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues, or the environmental, mechanical, or structural condition of the property. Acceptance by the parties of the respective deeds at the closings shall be deemed to be full performance and discharge by the conveying party of every agreement and obligation contained herein except as expressly set forth herein.

8. Closing For The University Property. Time is of the essence in the performance of this Agreement. The closing for the University Property shall be held at City Hall, 389 Congress Street, Portland, Maine at a time agreeable to the parties on or before the day that is 30 days after the end of the Due Diligence Period (the "University Property Closing Date"). At the Closing:

- a. The University shall convey the University Property to City by quitclaim deed with covenant. Title shall be good and insurable title, free and clear of all liens and encumbrances except (i) easements described herein; (ii) easements for utilities servicing the property, and (iii) City ordinances.
- b. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement, and for the City to obtain owners title insurance in form reasonably acceptable to the City.
- c. Each party shall deliver to the other evidence, reasonably satisfactory to other's counsel, that the transaction has been approved by the parties' respective governing bodies, and that the individuals acting with respect to the Closing and executing documents on behalf the parties are authorized to do so.

d. The recording fee for the deed of conveyance shall be paid for by the City.

9. Closing For The City Property. Subject to the provisions of section 2 above, the closing for the City Property shall be held at City Hall, 389 Congress Street, Portland, Maine at a time agreeable to the parties on or before the day that is 180 days after completion of the Project, provided that the City Council has discontinued the Brighton Avenue Land and any applicable appeal periods have passed. At the closing:

- a. The City shall convey the City Property to the University by municipal quitclaim deed. Title shall be good and insurable title, free and clear of all liens and encumbrances except (i) the public and utility easements retained by the City; (ii) easements for utilities servicing the property, and (iii) City ordinances.
- b. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement, and for the University to obtain owners title insurance in form reasonably acceptable to the University.
- c. Each party shall deliver to the other evidence, reasonably satisfactory to other's counsel, that the transaction has been approved by the parties' respective governing bodies, and that the individuals acting with respect to the Closing and executing documents on behalf the parties are authorized to do so.
- d. The recording fee for the deed of conveyance shall be paid for by the University.
- e. Notwithstanding anything to the contrary herein, in the event that the City or the Maine Department of Transportation decide not to fund or otherwise proceed with the Project, the City shall have the right to reconvey the University Property to the University in lieu of making the payment described in section 2(c). The University will cooperate with the City in obtaining any regulatory approvals required for the reconveyance, which shall be obtained at the City's expense.

10. Post-Closing Matters:

- a. During construction of the Project, the University will cede its use of a 9,500 square foot parking lot adjacent to the Brighton Avenue Land (the "Brighton Avenue Parking Lot Property"), resulting in the elimination of 26 parking spaces. The Brighton Avenue Parking Lot Property will be graded, loamed, and seeded as part of the Project by the City and at no cost to the University. Title to this Brighton Avenue Parking Lot Property will remain in the

University. The parties shall enter into a separate license agreement to allow the City or its contractors to enter the University's land to perform such grading, loaming, and seeding and other work associated with the Project.

- b. Subject to applicable zoning and land use regulations and any other applicable laws, rules and regulations, the University and the City will work cooperatively to create signage and landscaping for the Project.
- c. While the streets are open during construction of the Project, the City will allow the University, at the University's sole expense, to update and replace various utility lines connecting the University's Law School with the core of the University Campus, provided that such work does not delay the Project schedule.
- d. The University and the City will work cooperatively on the Project's construction schedule in order to minimize scheduling conflicts during major University and City events.
- e. Subject to applicable zoning and land use regulations and any other applicable laws, rules, and regulations, the City will support the University in its efforts to locate parking spaces to replace the Brighton Avenue Parking Lot on other parcels within the University campus should the University choose to do so. All costs associated with replacing the Brighton Avenue Parking Lot will be borne by the University.

11. Miscellaneous.

- a. This Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties or enforceable unless made in writing and signed by the parties.
- b. Any obligations in this Agreement that by its terms are intended to be performed after termination or Closing shall survive the same.
- c. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

For The City:

City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to:

The Office of the Corporation
Counsel at the same address.

For The University:

M. F. Chip Gavin
Chief Facilities Management and
General Services Officer
25 Bedford Street
Portland, ME 04101

With a copy to:

General Counsel Office
46 University Dr.
Augusta ME, 04330

- d. As an alternative to physical delivery, any signed document and written notice may be delivered in electronic form by facsimile or email. Documents with original signatures shall be provided upon request of any party.
- e. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
- f. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- g. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- h. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
- i. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

- j. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and UNIVERSITY OF MAINE SYSTEM has caused this Agreement to be signed and sealed by M.F. Chip Gavin, its Chief Facilities Management and General Services Officer, thereunto duly authorized, as of the day and date first above written.

CITY OF PORTLAND

Witness: _____

By: _____
Jon P. Jennings
Its City Manager

UNIVERSITY OF MAINE SYSTEM

Witness: _____

By: _____
M.F. Chip Gavin
Its Chief Facilities Management and
General Services Officer

Approved as to form:

City Corporation Counsel's Office

EXHIBIT A

**(Copy of State of Maine Department of Transportation Right Of Way Map,
Project No. _____, dated July 2017)**

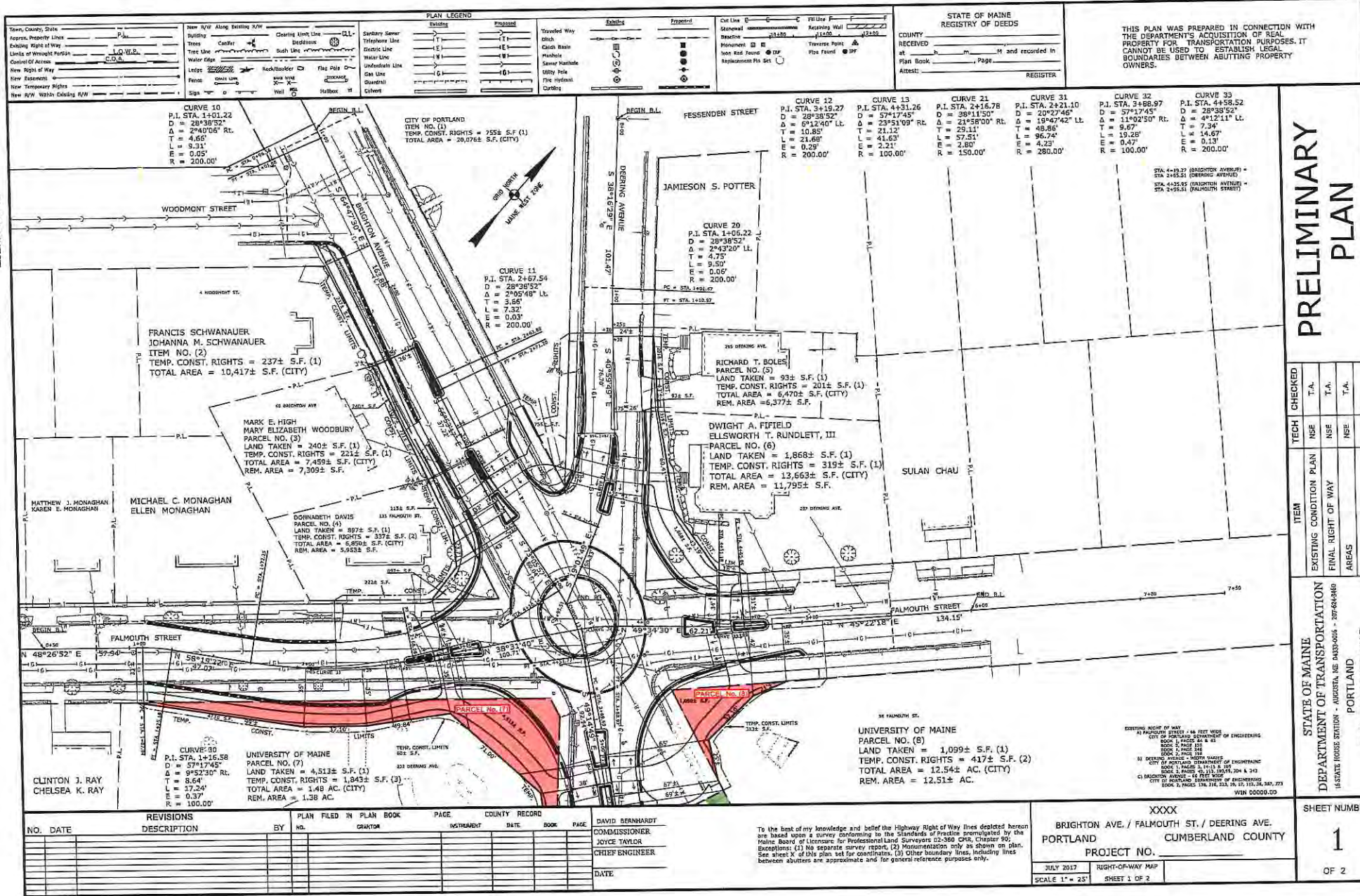
EXHIBIT A

Date: 8/15/2017

User: maine

Division: HIGHWAY

Filename: \\mcrstest\mcrstest\001_R\plan\ldg



**PRELIMINARY
PLAN**

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION - AUGUSTA, ME 04333-0016 - 207-694-3460
PORTLAND

SHEET NUMBER

22

OF 2

EXHIBIT B

Description of Parcel No. (7)

A certain lot or parcel of land located on the southeasterly side of Falmouth Street, southwesterly side of Brighton Avenue and the southwesterly side of Deering Avenue in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at point on the southeasterly sideline of Falmouth Street, said point of beginning being located N 48°34'53" E a distance of Sixty-Nine and 93/100 (69.93) feet from the intersection of the northeasterly sideline of Exeter Street with the southeasterly sideline of said Falmouth Street. Thence:

1. N 48°34'53" E by said Falmouth Street a distance of Two Hundred Forty-Three and 79/100 (243.79) feet to a point on the southerly sideline of Brighton Avenue;
2. S 67°27'04" E by said Brighton Avenue a distance of Eleven and 80/100 (11.80) feet to a point on the southwesterly sideline of Deering Avenue;
3. S 38°46'34" E by said Deering Avenue a distance of One Hundred Eleven and 32/100 (111.32) feet to a point;
4. N 47°34'40" W through land of the Grantor a distance of Sixty-Five and 82/100 (65.82) feet to a point;
5. N 88°45'17" W through said land of the Grantor a distance of Seventy-One and 00/100 (71.00) feet to a point;
6. S 40°44'35" W through said land of the Grantor a distance of Forty-Nine and 84/100 (49.84) feet to a point;
7. S 48°14'39" W through said land of the Grantor a distance of Thirty-Seven and 10/100 (37.10) feet to a point;
8. S 57°25'25" W through said land of the Grantor a distance of Ninety-Nine and 27/100 (99.27) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 4,513 square feet, more or less, and being a portion of property as described in deeds to the University of Maine recorded in the Cumberland County Registry of Deeds in Book 3047, Page 354, Book 3053, Page 326, Book 3056, Page 504 and Book 3079, Page 537.

EXHIBIT C

Description of Parcel No. (8)

A certain lot or parcel of land located on the southeasterly side of Falmouth Street and the northeasterly side of Brighton Avenue in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at the intersection of the southeasterly sideline of Falmouth Street with the northeasterly sideline of Brighton Avenue. Thence:

1. N 45°03'56" E by said Falmouth Street a distance of Sixty-Seven and 91/100 (67.91) feet to a point;
2. S 25°30'06" W through land of the Grantor a distance of Twenty-One and 27/100 (21.27) feet to a point;
3. S 05°00'58" W through said land of the Grantor a distance of Thirty-Seven and 10/100 (37.10) feet to a point;
4. S 53°19'05" E through said land of the Grantor a distance of Twenty-Five and 06/100 (25.06) feet to the northeasterly sideline of said Brighton Avenue;
5. N 67°27'04" W by said Brighton Avenue a distance of Sixty and 39/100 (60.39) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 1,099 square feet, more or less, and being a portion of property as described in a deed to the University of Maine recorded in the Cumberland County Registry of Deeds in Book 2370, Page 135.

EXHIBIT D

Description of the Brighton Avenue Land

A certain portion of a right of way known as Brighton Avenue located in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at the intersection of the northeasterly side of Brighton Avenue with the northwesterly sideline of Bedford Street. Thence:

1. S 56°16'26" W by the northwesterly side of said Bedford Street a distance of One Hundred Nine and 35/100 (109.35) feet to a point at land now or formerly of the City of Portland as described in a deed recorded in the Cumberland County Registry of Deeds in Book 1290, Page 35;
2. N 67°27'04" W by said land of the City of Portland a distance of Three Hundred Thirty-Four and 98/100 (334.98) feet to a point;
3. N 38°17'00" W through said Brighton Avenue a distance of Forty-Two and 75/100 (42.75) feet to a point;
4. N 47°55'58" W through said Brighton Avenue a distance of Forty-Four and 13/100 (44.13) feet to a point;
5. N 22°06'16" E through said Brighton Avenue a distance of Thirty and 42/100 (30.42) feet to a point on the northeasterly sideline of said Brighton Avenue and land now or formerly of the University of Maine as described in a deed recorded in said Registry in Book 2370, Page 135;
6. S 67°27'04" E by said land of the University of Maine a distance of Four Hundred Twenty-Eight and 19/100 (428.19) feet to a point;
7. N 84°24'41" E by said land of the University of Maine a distance of Fifty-Two and 91/100 (52.91) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

The above described parcel contains 27,587 square feet, more or less, and being a portion of Brighton Avenue.

*Order 84-17/18
Feb 21 10-16-17*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE COLLECTIVE BARGAINING AGREEMENT
WITH THE POLICE BENEVOLENT ASSOCIATION FOR 2017 TO 2019**

ORDERED, that the Collective Bargaining Agreement with the Police Benevolent Association for January 1, 2017 through December 31, 2019 is hereby approved in substantially the form attached.

**CITY OF PORTLAND
MEMORANDUM**

To: Mayor Ethan Stirling and Members of the City Council

From: Thomas Caiazzo, Labor Relations Manager *TAC*

Date: October 11, 2017

RE: Tentative Agreement with Police Benevolent Association (PBA)
On a Successor Contract – First Reading on October 16, 2017

City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the City negotiating team recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018 and 4% effective January 6, 2019.

Other economic agreements are as follows:

- **Eliminate the first step in the pay plan and split the 8 – 12 yr step into 8 – 10 and 10 – 12 (See attached pay plan)**
- **Article 4.2.2** – add Defensive Tactics and Accident Reconstruction to the part-time specialty list
- **Article 4.3** – increase educational stipends by \$.10 for each level
- **Article 5.11.5 – new section**, officers shall be allowed to cash in one week (40 hours) of accrued comp time per year
- **Article 7.5 – new section**, officers earning three (3) weeks of vacation or more shall be allowed to cash in one week (40 hours) of accrued vacation time per year
- **Article 11.2.1** – increase bereavement leave for an immediate family member from three (3) days to five (5) days or a maximum of forty (40) hours
- **Increase the amount paid by the City when an officer dies in the line of duty from \$2500.00 to \$15000.00**
- Implement a standard on-call process for Criminal Investigation Division (CID) Detectives to include a payment of \$225.00 per week each for two Detectives. There currently is no set procedure.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately one million (\$1,000,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to a Memorandum of Agreement (MOA) to begin discussions on implementing a pilot program regarding body worn cameras with no additional compensation.

This item must be read on two separate days, with the first reading on October 16, 2017.

Attached are the tentative agreement, cost sheet and pay plan, provided as backup to this memo. A copy of the revised contract is available for review upon request.

Cc: Jon P. Jennings – City Manager
Anita LaChance – Deputy City Manager
Danielle West-Chuhta – Corporate Counsel
Anne Torregrossa – Associate Corporate Counsel
Michael Sauschuck – Portland Police Chief
Gina M. Tapp – Human Resources Director
Brendan O'Connell – Finance Director
Carlene Kessler – Employment Services Manager
Jennifer Lodge – Budget Analyst
Lori Schools – Payroll Manager

Attachment(s)

PORTLAND POLICE BENEVOLENT ASSOCIATION

TERM SHEET

August 25, 2017

1. Term

3 year term.

2. Wages

(See attached Exhibit A with new wage scale.)

Year 1: 2% COLA (effective January 1, 2017); Expand first Step from 0 to 1 year to 0-3 years; change the 8-12 year Step to 8-10 year; create a 10-12 year Step which is 3% greater than the last Step; employ a Step from 12-18 years which is 3% greater than the last Step; then set the 18+ year Step 3% higher than the last Step. (Pay retro to first pay date of 2017; any new stipends, increases, etc. effective only after new contract signed.)

Year 2: 4% COLA (effective January 1, 2018)

Year 3: 4% COLA (effective January 1, 2019)

3. Educational Stipends - Art. 4

Increase existing 3 stipends by \$0.10 per hour.

4. Equipment List and Support – Art. 8

Update list as may be required to add new equipment. Make language changes with regard to seeking approval for costs for specialized equipment. See, for example, rifles and scopes.

5. Funeral Expenses for officers who die on duty. The current \$2,500 allocation is increased to \$15,000.

6. Reset the Outside Detail to a flat rate of \$50.00 per hour.

7. Bereavement Leave. Increase bereavement leave for immediate family members from 3 days to 40 hours. Allow sick time to be used thereafter; this type of sick time use is not to appear on the Sick Time Abuse list.

8. When an off-duty officer is called in to do mandatory testing, it shall be treated as a call-in.

9. **Exhibit J.** This will be removed from the Contract as substantially moot.
10. **Exhibit K for ET's.** Reform this agreement to meet both parties halfway: Increase minimum comp time to 3 hours per week versus 8 hours per month. (See attached Exhibit B.)
11. **Vacations/Compensatory Time.** Add an option to cash-in 1 week of vacation time per year **and** one week of Comp Time. (To qualify for vacation cash-in an officer must earn at least three weeks per year).
12. Create a **CID call-in system/list.** Detectives to receive monetary compensation on a weekly basis for being on the list. Two detectives on at a time for one week rotations at \$225 each per week. (See attached Exhibit C).
13. Add **Defensive Tactics** as a Part-Time Specialty
14. Reform **Sick Leave Abuse Policy.** Change Doctor's Note form to better protect privacy of reporting employees.
15. Add **Accident Reconstruction** as part-time specialty
(This PT specialty stipend not available to those who receive the FT traffic detail stipend)
16. Add **Direct deposit** and paperless pay stub to Article 4.1.15
17. Add current **shift chart** to Contract to illustrate the existing shifts that employees now work. (See Exhibit D)
18. **Body Cameras.** Parties agree to initiate body camera program at PD. (See attached MOA at Exhibit E.)
19. **Police Civilian Review Subcommittee.** (See MOA at Exhibit F reflecting changes to the PCRS Guidelines.)

For the City
Tom Chicago 8-25-17

K. PBH -

9/6/17



PBA PAY PLAN

<u>Police Officer</u>	Effective 1/3/2016	Effective 1/2/2017	Effective 1/1/2018	Effective 1/7/2019
	Current	0.02	0.04	0.04
1 0-3	\$ 21.64 \$ 865.60	\$ 22.07 \$ 882.80	\$ 22.95 \$ 918.00	\$ 23.87 \$ 954.80
2 3-5	\$ 23.13 \$ 925.20	\$ 23.59 \$ 943.60	\$ 24.53 \$ 981.20	\$ 25.51 \$ 1,020.40
3 5-8	\$ 24.04 \$ 961.60	\$ 24.52 \$ 980.80	\$ 25.50 \$ 1,020.00	\$ 26.52 \$ 1,060.80
4 8-10	\$ 24.74 \$ 989.60	\$ 25.23 \$ 1,009.20	\$ 26.24 \$ 1,049.60	\$ 27.29 \$ 1,091.60
5 10-12	\$ 25.69 \$ 1,027.60	\$ 26.20 \$ 1,048.00	\$ 27.25 \$ 1,090.00	\$ 28.34 \$ 1,133.60
6 12-18	\$ 26.46 \$ 1,058.40	\$ 26.99 \$ 1,079.60	\$ 28.07 \$ 1,122.80	\$ 29.19 \$ 1,167.60
7 18+		\$ 27.80 \$ 1,112.00	\$ 28.91 \$ 1,156.40	\$ 30.07 \$ 1,202.80

Detective, Court Officers, Evidence Technicians

	Effective 1/3/2016	Effective 1/2/2017	Effective 1/1/2018	Effective 1/7/2019
	Current	0.02	0.04	0.04
1 0-3	\$ 22.72 \$ 908.80	\$ 23.17 \$ 926.80	\$ 24.10 \$ 964.00	\$ 25.06 \$ 1,002.40
2 3-5	\$ 24.28 \$ 971.20	\$ 24.77 \$ 990.80	\$ 25.76 \$ 1,030.40	\$ 26.79 \$ 1,071.60
3 5-8	\$ 25.24 \$ 1,009.60	\$ 25.74 \$ 1,029.60	\$ 26.77 \$ 1,070.80	\$ 27.84 \$ 1,113.60
4 8-10	\$ 25.98 \$ 1,039.20	\$ 26.50 \$ 1,060.00	\$ 27.56 \$ 1,102.40	\$ 28.66 \$ 1,146.40
5 10-12	\$ 26.98 \$ 1,079.20	\$ 27.52 \$ 1,100.80	\$ 28.62 \$ 1,144.80	\$ 29.76 \$ 1,190.40
6 12-18	\$ 27.79 \$ 1,111.60	\$ 28.35 \$ 1,134.00	\$ 29.48 \$ 1,179.20	\$ 30.66 \$ 1,226.40
7 18+		\$ 29.20 \$ 1,168.00	\$ 30.36 \$ 1,214.40	\$ 31.58 \$ 1,263.20



EXHIBIT K (AMENDED)

EVIDENCE TECHNICIANS

The City of Portland and the Portland Police Benevolent Association agrees as follows in regard to the "on-call" status of Evidence Technicians:

7. Each Evidence Technician will receive three (3) hours of compensatory time per week in consideration of this Agreement. Evidence Technicians shall receive the full 3 hours of compensatory time for any week in which they are eligible to be called in for any of the days of that week. The compensatory time awarded pursuant to this Agreement will be treated the same as any other compensatory time awarded by the City.

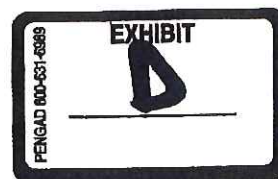


EXHIBIT L

Criminal Investigation Division (CID) Detectives

The City of Portland and the Portland Police Benevolent Association (PBA) agree as follows in regard to the "on-call" status of detectives:

- 1) Twenty-four hour investigative coverage by qualified personnel is essential whenever crimes occur which require an immediate investigation by Detectives.
- 2) When the services of a Detective(s) are required and there is insufficient CID staff on duty, the "on-call" Detective(s) will be notified and expected to respond as soon as possible.
- 3) Call-ins will be organized by a weekly schedule. Two (2) Detectives will be "on-call" every week starting Monday morning at 0700 hours and ending the following Monday morning at 0659 hours.
 - a) Trades or swaps are allowed but each Detective must be on-call for his/her share of the on-call duty on an annualized basis.
 - b) If a Detective is assigned to be on-call and he/she is unavailable for any reason, it is his/her responsibility to swap on-call weeks with an available Detective with the approval of the CID Lieutenant or his/her designee.
 - c) Detectives on military leave, sick leave or Family Medical Leave (FML) will not be subject to the on-call schedule until their return.
 - d) During the Detective's on-call weeks they will not be eligible for overtime; however they will receive a mark in the overtime book during this period.
- 4) Within reason, Detectives who are on-call are not required to stay within any specific distance of the City and there are no restrictions on their use of off-duty time; however Detectives must comply with SOP # 10 section IV.A.17.
- 5) Each Detective will be compensated with a lump sum of \$225.00 for the week that he/she is on-call.
- 6) When a Detective is called in to work during their on-call week, they will be paid in accordance with Article 5.9 of the PBA contract.

**Criminal Investigation Division**

700	0800 - 1600	Mon - Fri	Lt.
721	0900 - 1700	Mon - Fri	Sgt.
722	0800 - 1600	Mon - Fri	Sgt.
701	0800-1600	Mon - Fri	Det.
702	0730-1530	Mon - Fri	Det.
703	0700 - 1500	Mon - Fri	Det.
704	0700 - 1500	Mon - Fri	Det.
705	0700 - 1700	Mon - Thu	Det.
706	0700 - 1500	Mon - Fri	Det.
707	0800 - 1800	Tue - Fri	Det.
708	0900 - 1700	Mon - Fri	Det.
710	0600 - 1600	Tue - Fri	Det.
711	0700 - 1500	Mon - Fri	Det.
713	1100-1900	Mon - Fri	Det.
714	0800 - 1600	Mon - Fri	Det.
715	0900 - 1700	Mon - Fri	Det.
718	0700-1500	Mon - Fri	Det.
742	0700 - 1700	Tue - Fri	Det.
Forensic Services - Court			
731	1500 - 0100	Sun - Wed	ET
732	0700 - 1700	Wed - Sat	ET
733	0600 - 1600	Sun - Wed	ET
734	1500 - 0100	Wed - Sat	ET
743	0600 - 1400	Mon - Fri	Ofc.
744	0800 - 1600	Mon - Fri	Property
745	0800 - 1600	Mon - Fri	Process Server
746	0730 - 1530	Mon - Fri	Victim Advocate
MDEA / Special Investigations			
750		Mon - Fri	Sgt.
751		MDEA	Det.
752		MDEA	Det.
753		SSTF	Det.
Crime Reduction Unit			
351	1300 - 2100	Tue - Sat	Sgt.
355	1300 - 2100	Tue - Sat	
356	1300 - 2100	Tue - Sat	Ofc.
357	1300 - 2100	Tue - Sat	Ofc.
358	1300- 2100	Tue - Sat	Ofc.
359	1300 - 2100	Tue - Sat	Ofc.

Internal Affairs / Training

760	0800-1600	Mon - Fri	Lt.
761	0700-1500	Mon - Fri	Sgt.
763	0800 - 1600	Mon - Fri	Sgt.

Community Services Division

900	0700 - 1500	Mon - Fri	Lt.
922	0700 - 1500	Mon - Fri	Sgt.
931	0700 - 1500	Mon - Fri	Ofc.
932	0700 - 1500	Mon - Fri	Ofc.
933	0700-1500	Mon - Fri	Ofc.
903	0630 - 1630	Tue - Fri	Ofc.
904	0630 - 1630	Tue - Fri	Ofc.
905	0630 - 1630	Tue - Fri	Ofc.
907	0730 - 1730	Sat - Tue	Ofc.

Traffic & Peaks Island

920	0800 - 1600	Mon - Fri	Lt.
921	0700 - 1500	Mon - Fri	Sgt.
901	0600 - 1600	Tue - Fri	Ofc.
902	0600 - 1600	Mon - Thu	Ofc.
911	0700 - 0700	Peaks	Ofc.
912	0700 - 0700	Peaks	Ofc.
913	0700 - 0700	Peaks	SLO
914	0700 - 0700	Peaks	Ofc.

Jetport

821	0700 - 1500	Mon - Fri	Sgt.
801	1200 - 2200	Wed - Sat	Ofc.
802	1200 - 2200	Sun - Tue	Ofc.
	0800 - 1800	Wed	Ofc.
803	0330 - 1230	Wed - Sat	Ofc.
804	0330 - 1230	Sun - Wed	Ofc.

MCJA August 2017

A			B			C		
0630 - 1630	100	Lt.	1600 - 0200	300	Lt. (1300-2300)	2100 - 0700	500	Lt.
	121	Sgt.		321	Sgt.		521	Sgt.
Tuesday	101	Ofc.		301	Ofc.		501	Ofc.
Wednesday	102	Ofc.		302	Ofc.		502	FTO
Thursday	103	Ofc.		304	Ofc.		503	FTO
Friday	104	Ofc.		306	Ofc.		504	Ofc.
	105	Ofc.		312			505	Ofc.
	106	FTO.		313	FTO		506	Ofc.
0730 - 1730	122	Sgt.	1700 - 0300	322	Sgt.	2200 - 0800	522	Sgt.
	107	FTO		307	FTO		507	Ofc.
Wednesday	108	Ofc.		308	Ofc.		508	Ofc.
Thursday	109	Ofc.		309	Ofc.		509	
Friday	110	Ofc.		310	FTO		510	Ofc.
Saturday	111	Ofc.		311	Ofc.		511	Ofc.
0630 - 1630	200	Lt.	1600 - 0200	400	Lt.	2100 - 0700	600	Lt.
	221	Sgt.		421	Sgt.		621	Sgt.
Friday	201	Ofc.		401	Ofc.		601	Ofc.
Saturday	203			402	Ofc.		603	Ofc.
Sunday	204	Ofc.		403	Ofc.		604	Ofc.
Monday	205	Ofc.		405	Ofc.		605	Ofc.
	206	Ofc.		406	Ofc.		606	Ofc.
	212	Ofc.						
	215	Ofc.						
0730 - 1730	222	Sgt.	1700 - 0300	422	Sgt.	2200 - 0800		
				404	FTO		622	Sgt.
							607	Ofc.
Saturday	207						608	
Sunday	208	Ofc.		407	Ofc.		610	Ofc.
Monday	209	Ofc.		408	Ofc.		611	Ofc.
Tuesday	210			409			612	Ofc.
	211	Ofc.		410	Ofc.		609	Ofc.
				411	Ofc.			
0730 - 1530	114	Ofc.	Sun - Thu	303	Ofc.	Sun - Thu	512	Ofc.
Sun - Thu	115	Ofc.	1300 - 2100	305	FTO	2400 - 0800	509	Ofc.
	118			314	Ofc.			
Sun - Thu	113	K9		312	Ofc.	Wed - Sat		
	140	DPW	Wed - Sat	315	K9		513	K9
	141	ACO						



MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of July 2017, by the City of Portland (hereinafter the "City"), and the Portland Police Officers Benevolent Association (hereinafter the "PBA").

WHEREAS, the City is committed to the implementation of a policy for body worn cameras and a pilot program for uniformed officers; and

WHEREAS, the PBA and the City have agreed to discuss matters related to the appropriate utilization of body worn cameras by PBA members; and

WHEREAS, a successful pilot program may result in the expansion of the use of body worn cameras by all sworn officers.

NOW, THEREFORE, the City and the PBA do hereby agree as follows:

1. The Chief of Police, in consultation with the PBA's Executive Board, will appoint a committee to initiate a pilot program to test the use of body worn cameras in the Patrol Division and to draft policies and procedures to govern the use of the cameras as standard issue equipment. The committee will be composed of various members of the department of different ranks and will include command staff members. The policies and procedures adopted by the department will also be provided to interested community groups to obtain public comment.
2. The goal of the committee is to identify the specific objectives behind the program, as well as, the anticipated benefits, costs, uses, and privacy impact of body worn cameras.
3. The parties acknowledge that body worn cameras shall be introduced incrementally, starting with the pilot program, and shall include the solicitation of feedback from the committee.
4. The parties acknowledge that both the implementation of the pilot project and the expanded policy or policies will address the terms and conditions set forth in the points below; and, further, that these terms and conditions shall not only be part of this MOA but shall also be part of any SOP that is enacted in the future by the department.
 - Pre-event recording will be limited to no more than two (2) minutes of video. Pre-event audio recording will not occur.
 - Body worn camera footage may be used in performance reviews but is not intended to replace the review of officer performance in the field.

- If body worn camera footage exists, discipline will not be dispensed solely on the basis of the body worn camera footage, but rather upon consideration of all relevant evidence collected during the Internal Affairs investigation; including video footage.

- Public access to body worn camera footage shall be governed by Maine law.

- Officers may review video footage during report preparation; except when ordered otherwise and/or in a situation involving the use of deadly force. In a situation involving the use of deadly force, an officer must obtain the express permission of a member of the Command staff to review video footage prior to report preparation.

- When a body worn camera is powered on, it is passively recording video; similar to the WatchGuard cruiser cameras in use by the department, as of the date of this agreement. Both audio and video are recorded only when the body worn camera is switched to active record mode. Body worn cameras shall not be completely powered off during an officer's shift for any reason. The body worn camera shall be stored in an officer's uniform pants cargo pocket during bathroom breaks and locker room visits. The uniform pants cargo pocket is the only acceptable means of storing a body worn camera while an officer is on-duty. Other potential recording situations, including, but not limited to, domestic violence safety planning and hospital visits, will be discussed in detail during future SOP committee meetings.

5. The PBA agrees that the implementation of both the pilot program and the anticipated expansion of the program to all sworn officers shall not require any further impact bargaining and shall not generate, require, or cause any additional wages, salaries, compensation, stipends, or specialty payments to be paid by the City to PBA members due to the introduction and use of body worn cameras.

This agreement contains the full and complete understanding of the parties and is effective upon its execution.

For the City of Portland

For the PBA

Draft 7/30/17



MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of _____ 2017, by the City of Portland (hereinafter the "City"), and the Portland Police Officers Benevolent Association (hereinafter the "PBA").

WHEREAS, the City is committed to the continued examination and evaluation of the police department's investigation of citizen complaints regarding police personnel;

WHEREAS, the PBA and the City both have an interest in assuring that the investigation of citizen complaints is done in a fair, objective, thorough and timely manner;

WHEREAS, the PBA and the City recognize the importance of maintaining public confidence in the methods of investigation of citizen complaints about police officers.

NOW, THEREFORE, the City and the PBA do hereby agree as follows:

1. Except as noted below in Paragraph #2, the parties agree to the changes to Chapter 2, Article VI of the City of Portland Code of Ordinances recommended to City Manager Jon Jennings by the Police Citizen Review Subcommittee, in a memo dated January 11, 2017(which memo is attached hereto and incorporated by reference.)
2. The parties hereto do not agree with the Subcommittee's recommendation to limit the PCRS member disqualifiers listed in section 2-49(a-b) to two years; instead, the parties hereto agree that the disqualifiers shall remain in effect for a period of ten (10).
3. The parties agree that the suggested changes to Section 2-76, Function and Duties of the ordinance are reasonable and fair and will result in the continued efficient and effective functioning of the subcommittee.
4. That the PBA agrees that the implementation of the ordinance changes recommended by the Police Citizen Review Subcommittee, other than the two year disqualification period, is a sensible approach to the subcommittee and community concerns and that the changes will not generate, require or cause any additional wages, salaries, compensation, stipends or specialty payments to be paid by the City to PBA members due to the amendment of Chapter 2, Article VI of the City of Portland Code of Ordinances.

This side letter contains the full and complete understanding of the parties and is effective upon its execution.

For the City of Portland

For the PBA

Police Benevolent Association - ADMINISTRATIVE RECOMMENDATION

ITEM	BASE COST	YEAR 1 (FY17)	% INCR	YEAR 2 (FY18)	% INCR	YEAR 3 (FY19)	% INCR	NOTES:
Base Wages	6,517,362	130,347	2.0%	265,908	4.0%	276,545	4.0%	
Night Shift Differential	67,808							
Step		167,054	2.6%					Split 8 - 12 yr step for Police Officer only, 8-10, 10-12
								Add call-in stipend for 2 detectives \$225/wk,
								Add Accidental Reconstruction PT stipend for 2 \$30/wk, Add
								Defensive Tactics PT stipend for 8 \$30/wk
								Increase Educational Stipends \$0.10 each
Specialty Pay	246,643	59,717	24.2%					
Funeral Expenses, death in line of duty	-	-		-		-		Increase from \$2,500 to \$15,000
Bereavement Leave	-	-		-		-		Increase leave from 3 days to 5 days for immediate family
								Based on 109 employees accruing 3 weeks, 75% cashing out
Vacation Cash Out	-	86,743	1.3%					40 Hrs vacation
Comp.Cash Out	-	46,068	0.7%					Based on 58 employees with 40 hrs, 75% cashing out 40 Hrs.
Sub-Total Wages	6,831,813	489,928	7.2%	265,908	3.6%	276,545	3.6%	
Overtime	474,263	9,485.25	2.0%	14,512	3.0%	14,948	3.0%	Based on increase in base wages
Clothing Allowance	65,500		0.0%					
Total Direct Costs	7,371,576	499,414	6.8%	280,421	3.6%	291,493	3.6%	
Health Insurance	1,587,713	158,771	10.0%	174,648	10.0%	192,113	10.0%	Inflationary increase only
Health Insurance-Plan Changes		(52,395)						Projected 9% Savings less 3% Cost of Wellness Initiative
Group Life	43,524	870.49	2.0%	1,332	3.0%	1,372	3.0%	Based on increase in total wages
Pension	633,507	45,314	7.2%	53,988	8.0%	56,617	7.7%	Based on increase in total wages and increase in MEPERS employer rate
Workers' Compensation	191,974	3,839	2.0%	5,874	3.0%	6,051	3.0%	Based on increase in total wages
Total Indirect Costs	2,456,718	156,401	6.4%	235,843	9.0%	256,152	9.0%	
Total	9,828,294	655,815	6.7%	516,264	4.9%	547,645	5.0%	

PBA PAY PLAN

<u>Police Officer</u>		Effective 1/3/2016	Effective 1/2/2017	Effective 1/1/2018	Effective 1/7/2019
		Current	0.02	0.04	0.04
1	0 - 3	\$ 21.64	\$ 22.07	\$ 22.95	\$ 23.87
		\$ 865.60	\$ 882.80	\$ 918.00	\$ 954.80
2	3 - 5	\$ 23.13	\$ 23.59	\$ 24.53	\$ 25.51
		\$ 925.20	\$ 943.60	\$ 981.20	\$ 1,020.40
3	5 - 8	\$ 24.04	\$ 24.52	\$ 25.50	\$ 26.52
		\$ 961.60	\$ 980.80	\$ 1,020.00	\$ 1,060.80
4	8 - 10	\$ 24.74	\$ 25.23	\$ 26.24	\$ 27.29
		\$ 989.60	\$ 1,009.20	\$ 1,049.60	\$ 1,091.60
5	10 - 12	\$ 25.69	\$ 26.20	\$ 27.25	\$ 28.34
		\$ 1,027.60	\$ 1,048.00	\$ 1,090.00	\$ 1,133.60
6	12 - 18	\$ 26.46	\$ 26.99	\$ 28.07	\$ 29.19
		\$ 1,058.40	\$ 1,079.60	\$ 1,122.80	\$ 1,167.60
7	18+		\$ 27.80	\$ 28.91	\$ 30.07
			\$ 1,112.00	\$ 1,156.40	\$ 1,202.80

Detective, Court Officers, Evidence Technicians

		Effective 1/3/2016	Effective 1/2/2017	Effective 1/1/2018	Effective 1/7/2019
		Current	0.02	0.04	0.04
1	0-3	\$ 22.72	\$ 23.17	\$ 24.10	\$ 25.06
		\$ 908.80	\$ 926.80	\$ 964.00	\$ 1,002.40
2	3-5	\$ 24.28	\$ 24.77	\$ 25.76	\$ 26.79
		\$ 971.20	\$ 990.80	\$ 1,030.40	\$ 1,071.60
3	5-8	\$ 25.24	\$ 25.74	\$ 26.77	\$ 27.84
		\$ 1,009.60	\$ 1,029.60	\$ 1,070.80	\$ 1,113.60
4	8-10	\$ 25.98	\$ 26.50	\$ 27.56	\$ 28.66
		\$ 1,039.20	\$ 1,060.00	\$ 1,102.40	\$ 1,146.40
5	10-12	\$ 26.98	\$ 27.52	\$ 28.62	\$ 29.76
		\$ 1,079.20	\$ 1,100.80	\$ 1,144.80	\$ 1,190.40
6	12-18	\$ 27.79	\$ 28.35	\$ 29.48	\$ 30.66
		\$ 1,111.60	\$ 1,134.00	\$ 1,179.20	\$ 1,226.40
7	18+		\$ 29.20	\$ 30.36	\$ 31.58
			\$ 1,168.00	\$ 1,214.40	\$ 1,263.20

*Order 85-17/18
Feb 22 10-16-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH
POLICE SUPERIOR OFFICERS BENEVOLENT ASSOCIATION
FOR 2017 TO 2019**

ORDERED, that the Collective Bargaining Agreement with the Police Superior Officers Benevolent Association for January 1, 2017 through December 31, 2019, is hereby approved.

**CITY OF PORTLAND, MAINE
MEMORANDUM**

TO: Mayor Ethan Strimling and Members of the City Council
FROM: Thomas A. Caiazzo, Labor Relations Manager *TAC*
DATE: October 11, 2017
RE: First Reading - Tentative Agreement with:
Police Superior Officers Benevolent Association (PSOBA)

Staff has reached a tentative agreement with the Police Superior Officers Benevolent Assoc. (PSOBA) on a successor contract. The prior collective bargaining agreement expired December 31, 2016.

The PSOBA, which is comprised of 32 Police Lieutenants and Sergeants, has reached a tentative agreement with the City. The Administration is requesting a first reading on October 16, 2017. The tentative agreement is within the guidance received by the City Council on January 18, 2017 and again on May 1, 2017.

The Union has ratified the tentative agreement and the Administration recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018 and 4% effective January 6, 2019.

Other economic agreements are as follows:

- **Add a 5 – 8 year step and an 8+ year step (FY 2019) (See attached pay plan)**
- **Article 4.2.2** – add Defensive Tactics and Accident Reconstruction to the part-time specialty list
- **Article 4.3** – increase educational stipends by \$.10 for each level
- **Article 5.11.5 – new section**, officers shall be allowed to cash in one week (40 hours) of accrued comp time per year
- **Article 7.5 – new section**, officers earning three (3) weeks of vacation or more shall be allowed to cash in one week (40 hours) of accrued vacation time per year
- **Article 11.2.1** – increase bereavement leave for an immediate family member from three (3) days to five (5) days or a maximum of forty (40) hours
- **Increase the amount paid by the City when an officer dies in the line of duty from \$2500.00 to \$15000.00**

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately three hundred and thirty eight thousand (\$338,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry and administer Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to a

Memorandum of Agreement (MOA) regarding body worn cameras with no additional compensation.

This item must be read on two separate days, with the first reading on October 16, 2017.

Attached are the tentative agreement, cost sheet and pay plan, provided as backup to this memo. A copy of the revised contract is available for review upon request.

Cc: Jon P. Jennings – City Manager
Anita LaChance – Deputy City Manager
Danielle West-Chuhta – Corporate Counsel
Anne Torregrossa – Associate Corporate Counsel
Michael Sauschuck – Portland Police Chief
Gina M. Tapp – Human Resources Director
Brendan O'Connell – Finance Director
Carlene Kessler – Employment Services Manager
Jennifer Lodge – Budget Analyst
Lori Schools – Payroll Manager

Attachment(s)

CITY OF PORTLAND, MAINE
Memorandum

TO: Sean McArdle, NEPBA
Eric Nevins, President, PSOBA

FROM: Tom Caiazzo, Chief Negotiator *TAC*

DATE: August 31, 2017

RE: 2016/2017 PSOBA Contract Negotiations – TENTATIVE AGREEMENT

The tentative agreement for a successor collective bargaining agreement with the Portland Police Superior Officers Benevolent Association is summarized below:

Article 4. Salaries

4.1.1 Effective January 1, 2017 employees will receive a general wage increase of 2% and an additional 5+ year step that will be reflected in the pay plan attached as Appendix A. Both will be retroactive to January 1, 2017.

Effective January 7, 2018 employees will receive a general wage increase of 4%

Effective January 6, 2019 employees will receive a general wage increase of 4% and add an 8+ year step

4.2 Change "Administrative" Lieutenant to Operational Lieutenant

4.3 Change Lieutenant – Administrative to Lieutenant - Operational

4.3.2 Added Supervisor – Animal Control to list of part time specialties

4.5.1 Increase each level of education by \$.10 per hour * Effective upon Council approval of contract

4.7 **New** add shift differentials as follows:

Majority of hours worked after 6:00 PM \$.50 per hour for entire shift

Majority of hours worked after 11:00 PM \$.65 per hour for entire shift

Majority of hours worked between 1:00 and 9:00 PM \$.40 per hour for entire shift

Article 5. Hours and Overtime

5.5.2 Change Admin Lieutenant to Operational Lieutenant

Article 7. Vacations

7.5 **New** – Employees will be allowed to "cash out" one (1) week of vacation (max 40 hours) and one (1) week of comp time (max 40 hours) per fiscal year. To qualify for vacation cash in, a supervisor must earn at least three (3) weeks vacation per year. * Effective upon Council approval of contract

Article 11. Sick, Bereavement, and Funeral Leave

11.2.1 Increased bereavement leave from 3 days to 5 days up to 40 hour maximum

Article 12. Unused Sick Leave Upon Retirement, Layoff, Resignation or Death

12.3 City agrees to pay up to \$15,000.00 for funeral expenses for a line of duty death

Article 22. Member Rights

22.2.2 Changed "tape recorded" to "digitally recorded" and changed the word tape to recording

22.4 Changed Captain to Major

Article 25. Leaves of Absence

Change all references in Article from "Department Head" to Chief of Police

Article 29. Term

This Agreement governs the rights of the parties from January 1, 2017 through December 31, 2019.

Appendix C Allowable Apparel and Equipment

Added cell phones to the list and update approved firearms language.

MOA's Outside of Contract

1. Nasal NARCAN
 2. Body Worn cameras
 3. Citizens Review Ordinance Changes
-

4/14/2017

Superior Officers Association - ADMINISTRATIVE RECOMMENDATION

ITEM	BASE COST	YEAR 1 (FY17)	% INCR	YEAR 2 (FY18)	% INCR	YEAR 3 (FY19)	% INCR	NOTES:
Base Wages	2,033,262	20,333	1.0%	82,144	4.0%	85,430	4.0%	Based on increase for 6 months 1/1/17
New Steps	-	32,713	1.6%			30,656	1.4%	Add 5-7 Year Step FY17, Add 8+ Year Step FY19
Specialty Pay	170,560	1,560	0.9%					Add Animal Control PT Stipend \$30/Wk
Night Shift Differential	-	15,184	0.7%					Add NSO 2nd \$.50, 3rd \$.65 Other \$.40
Education Stipends	15,974	4,784	29.9%					Increase by \$0.10 each level
Funeral Expenses, death in line of duty	-	-		-		-		Increase from \$2,500 to \$15,000
Bereavement Leave	-	-		-		-		Increase leave from 3 days to 5 days for immediate family
Vacation Cash Out	-	29,378	1.4%					Based on 31 EE's accruing 3 wks, 75% cashing out 40 Hrs
Comp Cash Out	-	17,882	0.9%					Based on 19 EE's with 40 Hrs, 75% cashing out 40 Hrs
Sub-Total Wages	2,219,797	121,834	5.5%	82,144	3.5%	116,085	4.8%	
Overtime	161,630	3,233	2.0%	6,594	4.0%	6,858	4.0%	Based on Increase in base wages
Clothing Allowance	7,500	1,500	20.0%					
Total Direct Costs	2,388,927	126,567	5.3%	88,738	3.5%	122,944	4.7%	
Health Insurance	515,881	51,588	10.0%	56,747	10.0%	62,422	10.0%	Inflationary increase only
Health Insurance-Plan Changes		(17,024)						Projected 9% Savings less 3% Cost of Wellness Initiative
Group Life	13,799	276	2.0%	563	4.0%	586	4.0%	Based on increase in total wages
Pension	197,050	13,830	7.0%	14,305	6.8%	18,124	8.0%	Based on increase in total wages and increase in MEPRS employer rate
Workers' Compensation	62,376	1,248	2.0%	2,545	4.0%	2,647	4.0%	Based on increase in total wages
Total Indirect Costs	789,106	49,918	6.3%	74,160	8.8%	83,778	9.2%	
Total	3,178,032	176,484	5.6%	162,898	4.9%	206,721	5.9%	

PSOBA PAY PLAN - CITY

			Effective 1/3/2016 Current	Effective 1/2/2017 2%	Effective 1/1/2018 4%	Effective 1/7/2019 4%
Sergeant						
1	0-3 Yrs		29.67 1,186.80	30.26 1,210.40	31.47 1,258.80	32.73 1,309.20
2	3-5 Yrs		30.25 1,210.00	30.86 1,234.40	32.09 1,283.60	33.37 1,334.80
3	5-8 Yrs		31.16 1,246.40	31.78 1,271.20	33.05 1,322.00	34.37 1,374.80
4	8+ Yrs			32.73 1,309.20	34.04 1,361.60	35.40 1,416.00

			Effective 1/3/2016 Current	Effective 1/2/2017 2%	Effective 1/1/2018 4%	Effective 1/7/2019 4%
Lieutenant						
1	0-3 Yrs		33.72 1,348.80	34.39 1,375.60	35.77 1,430.80	37.20 1,488.00
2	3-5 Yrs		34.43 1,377.20	35.12 1,404.80	36.52 1,460.80	37.98 1,519.20
3	5-8 Yrs		35.46 1,418.40	36.17 1,446.80	37.62 1,504.80	39.12 1,564.80
4	8+			37.26 1,490.40	38.75 1,550.00	40.29 1,611.60

*Com 6-17/18
Tab 23 10-16-17*

Portland, Maine



Yes. Life's good here.

Office of the Mayor, Ethan K. Strimling

MEMORANDUM

To: Members of the Portland City Council
cc: Jon Jennings, City Manager; Danielle P. West-Chuhta, Corporation Council; Katherine L. Jones, City Clerk
From: Ethan K. Strimling, Mayor
Date: October 6, 2017
Re: City Council Rules Committee

Pursuant to Article II, Section 5, Subsection **1** of the City Charter, this memo serves to communicate to the Council the appointees to the City Council Rules Committee. I shall, as the Charter requires serve as its chair and appoint Councilor Nicholas Mavodones, Councilor Spencer Thibodeau, and Councilor Belinda Ray to the committee. These appointments are of course subject to an override vote of at least six (6) members of the City Council.