

**ECONOMIC DEVELOPMENT COMMITTEE**

DATE: April 26, 2016 (Tuesday)
TIME: 5:00 – 7:00 p.m.
LOCATION: Room 209
Portland City Hall

A G E N D A

1. **Review and accept Minutes of previous meeting held on April 5, 2016.**
2. **Overview of Convention and Visitors Bureau, partner in the Portland Economic Development Plan (5:00 to 5:15 p.m.).**
 - a) Lynn Tillotson, Executive Director of the Convention and Visitors Bureau (CVB) will provide an overview of the CVB at the meeting.
3. **City broadband infrastructure update – Dan Boutilier, Information Technology Director (5:15 to 5:45pm)**
 - a) Presentation to be provided at this meeting.
4. **City's possible new office for New American Mainers to assist with job opportunities and business development (5:45 to 6:45p.m.). Discussion will focus upon external (non-City) services targeted to immigrants. Presentation include:**
 - a) Catholic Charities presenters include Steve Letourneau, Chief Executive Officer; Representatives of Catholic Charities Programs for Refugee and Immigrations Services - Tarlan Ahmadov, Program Director, and Hannah DeAngelis, Assistant Program Director
 - b) Coastal Enterprise Inc. presenters include John Scribner, Director/StartSmart; Jennifer Sporzynski, Senior Program Director; Liz Love and Christa Baade, Program Developers/Workforce Solutions.
5. **Vote to recommend to the City Council action on the City of Portland and Bay Ferries Limited Lease – Greg Mitchell (6:45-7:00pm)**
 - a) Note: Pursuant to 1 M.R.S.A. 405(6)(C), the Committee may go into executive session to provide City staff general policy guidance regarding this lease.
 - b) See enclosed memorandum and proposed Lease with Bay Ferries.
6. **Review of Updated Economic Development Committee Work Plan for discussion (7:00 p.m.).**
 - a) See enclosed updated Work Plan.

Public Comment will be accepted on action items.

Next Meeting: May 3, 2016

Councilor David Brenerman, Chair

Minutes

Economic Development Committee

April 5, 2016

A meeting of the Economic Development Committee of the Portland City Council was held Tuesday, April 5, 2016 at 5:00 p.m. in Room 24 of Portland City Hall. Present from the Committee was its Chair Councilor David Brenerman and members Councilors Justin Costa and Spencer Thibodeau. Also present from the City Council for Item #4 was Councilor Nicholas Mavodones. Present from the City staff were Port Facilities Director Kathy Alves, Director of Portland Adult Education Bethany Campbell, Social Services Program Manager Aaron Geyer, Business Programs Manager Nelle Hanig, Social Services Administrator David MacLean, Economic Development Director Greg Mitchell, Waterfront Administrator William Needelman, Senior Executive Assistant Lori Paulette, Special Assistant to the Mayor Jason Shedlock, Health and Human Services Director Dawn Stiles, and Program Coordinator for New Mainers Resource Center at Portland Adult Education Sally Sutton. City Manager Jon Jennings joined the meeting for Item #4 on the Agenda.

**Item #1: Review and accept Minutes of previous meeting held on
March 22, 2016.**

On motion made and seconded, the Committee voted unanimously to accept the Minutes as presented.

**Item #2: Brief Overview of Portland Development Corporation (PDC),
partner in the Portland Economic Development Plan**

Mr. Mitchell noted that PDC Board President Barry Sheff sent his apologies that he could not be present today. Mr. Mitchell then gave a brief history of the PDC, noting

that it was formed in 1991, with a focus on business lending and various grant programs. It has an 11-member of Board of Directors which includes 2 ex officio members – the City Manager and the Mayor or designee. The Economic Development Department staffs the PDC, which has a total net assets of \$3.3 Million, of which approximately half is currently lent out, and the other half available in loan and grant funds. Regarding an item on today's agenda for the office of new American Mainers, Mr. Mitchell noted that the PDC loan portfolio includes 9% of loans to the immigrant population. In addition, the PDC's Portland Economic Development Plan Implementation Grant Fund provided a matching grant to the World Affairs Council for its "Celebrating Immigration" project. The Economic Development Department also has a Façade Grant Program, of which four recipients have been immigrant-owned businesses.

Councilor Costa asked about the next round of PEDPIP Grants, and Mr. Mitchell said that it is currently open until the end of this fiscal year, or June 30, 2016. Beginning with FY17, or July 1, 2016, there will be an application period through 3:00 p.m. on the last day of September that falls on a weekday. If there are remaining funds after grants are made from that round, grant applications will again be accepted and will be due at 3:00 p.m. on the last of March that falls on a weekday.

Chair Brenerman asked if the Façade Grant program is just for Congress Street, and Mr. Mitchell noted that the first two rounds were for Congress Street. The next round of the Façade Grant program will be launched later this Spring and will target Washington Avenue (on peninsula), and St. John Street. It is funded by the CDBG program, so the peninsula area has the target population for use of these funds.

Councilor Thibodeau asked about the Grant programs, particularly if anyone walked away without funding. Mr. Mitchell said that the Board has the final decision and

recalled perhaps two times that a loan was turned down, but not a grant. There is eligibility criteria for all programs that may preclude a loan/grant going to the Board.

Chair Brenerman asked about geography of the loans, marketing, and were there any changes coming up. Mr. Mitchell said that the majority of the loans/grants are on peninsula, and another third of the loans are off peninsula. Marketing is done through relationships with various banking and lending institutions (GPCOG and CEI for two). Lastly, Mr. Mitchell noted that staff will be looking at its Development Action Grant program guidelines for possible amendments. This program is designed to assist projects with public infrastructure; possible amendments may include use of grant funds for telecommunications infrastructure.

Chair Brenerman, noting no further questions/comments, thanked Mr. Mitchell for the update.

Item #3: City's possible new office for New American Mainers to assist with job opportunities and business development (5:15 to 6:00 p.m.). Discussion will focus upon City services targeted to immigrants. Presentation include:

- a) **Health and Human Services Immigrant Programs – Dawn Stiles, Director, Health & Human Services – See enclosed Powerpoint on HIRE Program**
- b) **Portland Adult Education Programs – See enclosed memo and supporting material from Bethany Campbell, Director of Adult Education**
- c) **New City IT Internship Program for New Mainers – See enclosed memo enclosed from Human Resources Director Gina Tapp**

Chair Brenerman said that this Committee is continuing its fact-finding on whether the City needs this new office. Today the Committee will hear from City staff to learn what is already being provided by the City and School Department.

Ms. Stiles then described the City's new HIRE (Helping Individuals Regain Employment) program which was launched this past January for General Assistance (GA) clients, with a focus on those clients who were non-citizens at the time and will shortly be available for all GA recipients. This initiative's initial focus has been on the

non-citizen population receiving GA because of the limited timeframe for which they are eligible for General assistance benefits as provided under GA statute PL324. She noted that of the 174 GA clients who are now work ready, meaning they have work authorization, 52 are U.S. Citizens, and 122 are non-U.S. citizens. The goal of the HIRE program is to assist GA clients to become self-sufficient by connecting them with training and employment opportunities. The new HIRE program gathers data on work skills, work history, and English as a second language as a tool in identifying the needs of each individual client. As of March 1, 49 individuals have taken a test to obtain their level of English proficiency. Level 1 is the lowest, and Level 5 is the highest, with Level 3 or more required for most employment opportunities. Of the 49 individuals, 36 are at Level 3 or higher.

Ms. Stiles then referred to the New Mainer flow chart in the PowerPoint Presentation, noting that if a client is looking for asylum, there is a mandate that they need to go to the Immigrant Legal Advocacy Project (ILAP) for an Asylum application, as well as Work Authorization Application. If the client has a disability, GA will connect them with the resources necessary to file an application for disability benefits.

Chair Brenerman asked who determines disability, and Ms. Stiles indicated that the both the Maine Department of Health and Human Services and the Social Security Administration make the determination.

Mr. Geyer said that job training programs get people out into the community. You will see employers who have participated in the HIRE program on p. 7 of the Presentation. The HIRE Program provides needed communication between the employers and our pool of potential employees. Since HIRE's beginning 1/1/2016, it has been successful in placing 16 full-time employees and 12 part-time employees.

Ms. Stiles said that data will track and monitor their progress to be sure they are successful, which is key. She also said that HIRE is working with unions for apprenticeship opportunities.

Mr. MacLean added that businesses are now calling for their job pool.

Chair Brenerman asked about the CareerCenter, Refugee Services Division, and any transportation issues, and Mr. Geyer said that the GA HIRE individuals register for services through the Greater Portland CareerCenter which connects them to the Career Center job bank. He noted that Portland Adult Education (PAE) can address transportation issues to the Career Center. Regarding the Refugee Services Division, it has been funded over the years by a number of grants. However, the grants that had funded this Division for many years were not awarded to the City's Office of Refugee Services because of increased competition for the grants and the changing demographic of non-citizens arriving in Portland. This Division will close at the end of FY16. Mr. MacLean said that new intake clients have been decreasing from FY14 at 675 through FY15 at 425; FY16 to date has seen 92 new clients. The GA HIRE case workers are now providing many of the employment and referral services that were previously provided by individuals funded by grants in the Refugee Services office. Many of those lost services are now being provided by other community organizations who are also stepping up. (Attached are handouts the Committee received: Refugee Services Program Year End Reports FY2014 and FY2015, and Refugee Services Program Status Report FY2016.)

Ms. Campbell of PAE then addressed the Committee, noting that she had forwarded a lot of information to the Committee for background. The PAE's New Mainers Resource Center (NMRC) serves immigrants and refugees, including skilled foreign trained professionals as they pursue their careers in Maine; some may be on

General Assistance. They undergo a placement exam based on literacy and are enrolled in PAE English classes or are placed on a wait list. Those on a wait list can participate in conversation classes while waiting for enrollment in an English class. NMRC also offers a job readiness courses for those who are eligible to work. Generally, within two months of completion of the job class clients are employed. She then introduced NMRC Program Manager Sally Sutton.

Ms. Sutton said that with current low unemployment rate, together with deaths numbering more than births in Maine, the area needs more workers to fill jobs. It is estimated by 2032, there will be a gap of 109,000 workers. Ms. Sutton then provided a presentation, attached, describing NMRC's mission and vision to provide a career pathway plan for potential employees. Documentation of training and experience is a complicated process for new Mainers and is difficult to integrate here. NMRC attempts to use as much of their past training and work skills as possible in new jobs here in Maine. Each individual is different on how their skills and training can be used.

Ms. Sutton said that NMRC has had 613 contacts from 12/2014 to 3/31/2016, and 546 of those have participated in programming such as job classes, courses, workshops, professional networking groups, and/or received advising or employment case management services, while always working on language skills. She noted that she wished they had more businesses to provide employment opportunities, adding that internships provide valuable training. Ms. Sutton said that the City IT partnership with NMRC/Goodwill Industries for an internship program is a perfect example of what she would like to see more of through NMRC.

Chair Brenerman asked if it only serves Portland residents and if anyone else is doing what NMRC does, and Ms. Sutton said it provides services to anyone. Other agencies that provide some of the same services include Catholic Charities and Refugee

Services by the City - but these other programs do not address the more complicated needs of skilled foreign trained professionals.

Ms. Campbell said that bus transportation needs to be addressed, as asylum seekers cannot get ride the bus because they do not have cash. The major issues for this constituency are child care, transportation, and housing.

Chair Brenerman said that it would be interesting to know if there are fewer refugees and more asylum seekers or not. He then asked how City leadership could help; how would it work for them. Ms. Campbell said that work on streamlining and collaboration among the various organizations would be helpful. Ms. Sutton added that City officials should indicate that Portland is a welcoming, thriving community. Also, the Legislature needs to find a champion for this cause and funding.

Councilor Costa asked how many new American Mainers have children in the public schools, and Ms. Sutton said that this is asked on intake forms. However, many have children but the children are back in their native countries. Tae Chong, of Coastal Enterprises, added that 40% of new American Mainer children in the public schools have adults who take classes at PAE.

Chair Brenerman suggested that the next meeting when the Committee again takes up this subject, perhaps the Committee should hear from Catholic Charities, Metro, CEI, and Portland Housing. If there are others, he requested that they be given to Greg Mitchell. He then thanked everyone for these updates and information.

Item #4: Eastern Waterfront Integrated Work Plan – presentation on development and infrastructure improvement opportunities (6:00 to 7:00 p.m.)
a) **See enclosed memorandum and backup from William Needelman, City Waterfront Coordinator. Powerpoint Presentation provided at meeting.**

Mr. Needelman presented the attached PowerPoint noting that this is a summation of over a number of years for the Eastern Waterfront, from the Maine State Pier to the

Portland Company property and associated uplands. With the many developments going on, or about to, City staff will be looking for policy direction from the City Council on infrastructure improvements, POT and Ocean Gateway berthing and queuing lanes, circulation for the POT and land needed to be viable, and parking, as well as the future of the Amethyst Lot - which has a right-of-way to the Eastern Promenade.

Mr. Needelman said that the developments should take care of their own parking needs through the Planning process. Parking for POT and Ocean Gateway needs to be retained.

Mr. Needelman said that the Portland Company development plan calls for an extension of Thames Street up to Fore Street, which would leave a piece of City property that the Portland Company has noted that it would like to incorporate into its development scheme. Woodard and Curran is now working on infrastructure design improvements for the area. Streets need to also help with storm water, green space, access, and parking development.

Regarding the Amethyst lot, this lot needs definition of what will be there in the future. It has excellent water access, and noted that past development concepts call for a friendly, active, and park like environment for marine uses.

Mr. Needelman said that current uses at the Maine State Pier/POT provide for congestion, as well as there being a need to do more to support development, particularly the large, vacant second floor space. Roadway and sidewalks need improvement. Mr. Needelman noted that the CBITD Phase I expansion improved the situation somewhat, but there needs be a plan for reducing congestion. Funding for CBITD Phase II is in place.

The Maine State Pier and POT building also need reuse policies, as the last policies were established in 2009. In 2009, the Council adopted concepts and then Ready

Seafood requested to temporarily lease space and has remained and expanded at the Maine State Pier. They are an excellent tenant and a good use of the space.

Mr. Needelman said the Maine State Pier will require policy direction, noting its influencing of the Ocean Gateway (OG) queuing area, customs, and parking, as well as parking and taxi queuing at the Amethyst Lot for both cruise ships and the international ferry at OG. Uplands should be kept for queuing at the present time.

A new pier for tugs and small cruise ships would be beneficial. The expansion of berthing has always been a goal since 2001. “Home Port” ships are important for economic vitality.

Councilor Costa said this presentation and the backup provided has been very helpful with the right level of detail. He looked forward to delving into how to make things work together and improve infrastructure.

Chair Brenerman suggested the Committee take a tour to see how it all relates and works together.

At Mr. Jennings suggestion, Mr. Mitchell then provided a brief summary of development projects, including Portland Company, hotel development, and residential development. There are great opportunities ahead. Portland Company’s current access is solely from Fore Street and needs a new street extension, possibly extending Thames Street up to Fore Street. The Ocean Gateway Garage owner recently changed, and there are new developments occurring now – residential and commercial, as well as a hotel being considered across from the Garage. More investment needs more parking, and public/private partnerships will fuel developments and increase the tax base.

Resuming international ferry service to Yarmouth, Nova Scotia is currently under negotiations with Bay Ferries, and there are challenges with the Ocean Gateway queuing area and Custom Border Patrol needs; trade offs may be needed.

Mr. Mitchell then described the waterfront TIF property and the Waterfront Economic Development Redevelopment Zone from the Casco Bay Bridge to the Portland Company site.

Chair Brenerman asked about queuing lanes used by cruise ships, and Ms. Alves described the lanes with an aerial map of the area, including for ships at Ocean Gateway and at the Maine State Pier. Mr. Needelman added that 15-40 taxis queue up in the Amethyst lot, and Ms. Alves noted potential pedestrian safety issues in the lot behind the Amethyst lot.

Councilor Mavodones suggested that if a Councilor had a chance to be there when a cruise ship arrives and passengers disembark, it would be a good learning experience. He asked the estimate of passengers that disembark from a cruise ship and get on a bus. Ms. Alves estimated that 30-40% of the passengers disembark, with 15% leaving Portland for the day; the remaining stay in the area.

Councilor Mavodones asked about Planning Board requirements for parking, and Mr. Needelman noted 97 spaces were approved to support Ocean Gateway activities in the Amethyst Lot. Use of these spaces terminated with the occupancy of the Ocean Gateway Garage.

Mr. Jennings said that he has \$85,000 budgeted for a master plan for the Amethyst Lot.

Councilor Mavodones thanked Mr. Needelman for a great presentation.

Chair Brenerman asked about funding for new piers, and Mr. Needelman said that will most likely be in the form of private/public partnerships, which would then open the way for Federal funding as well. With the potential creation of the extension of Thames Street up to Fore Street, this may align with a future public pier at the Amethyst Lot.

Mr. Jennings asked about public pier space on the Portland waterfront, and Mr. Needelman noted about 136' at the end of the Maine State Pier.

Councilor Mavodones asked about the old pile field at Ocean Gateway, and Mr. Needelman said that those are the remains of the Grand Trunk piers, and there are thousands of creosote laden piles. He also said that there is water access all around the pile field, so their removal is not immediately needed.

Chair Brenerman, noted no further questions/discussion, said that there are a lot of exciting developments and possible developments for the area. This provided needed background and updating for the Committee to have a base for going forward to discuss policy direction.

Item #5: Review of Updated Economic Development Committee Work Plan for discussion (7:00 p.m.).

a) See enclosed updated Work Plan.

Mr. Mitchell, noting the hour, said that this Work Plan gets regularly updated. He also noted that the Committee will have regular meetings the first and fourth Tuesdays of the month.

There being no further business, the meeting then adjourned at approximately 7:15 p.m.

Respectfully,

Lori Paulette

Refugee Services Program Year End Report FY 2014



**City of Portland, Maine
Health and Human Services Department
Social Services Division**

**City of Portland, Maine
Health & Human Services Department
Social Services Division
Refugee Services Program
FY 2014 Year End Report**

Who we are and what we do:

The City of Portland's Health & Human Services Division, Social Services Division, Refugee Services Program has been providing services to unanticipated secondary migrant refugees since 2000. The Refugee Services program is designed to improve stability, independence, and overall quality of life for newcomers transitioning to Maine. Refugee Services employs multilingual/multicultural staff that provides case management, employment and cultural skills training to asylees, people pending asylum, visa holders, and unanticipated secondary migrants refugees that arrive and speak little or no English, have no housing arrangements, limited or no financial resources and no support connections.

Refugee Services is a founding member of the New Mainers Partnership, a collaboration of organizations led by Catholic Charities Maine Refugee and Immigration Services (CCM RIS) and that includes the City of Lewiston and the Portland and Lewiston Adult Education Programs. The New Mainers Partnership creates a seamless continuum of care model that delivers effective, linguistically and culturally appropriate services to primary refugees and unanticipated secondary migrants in Portland and Lewiston. All services are voluntary and client-directed with the goal of self-sufficiency.

The Refugee Services Program serves the following clients:

- Unanticipated primary refugees who choose to leave their original resettlement state and move to Maine (secondary migrants)
- Refugees who have been in the U.S. for over a year
- Asylees who have been in the U.S. for over a year from the date they were granted asylum
- Clients who have applied for asylum but have not been granted asylum (pending asylum)
- Clients that have an immigration status other than refugee or asylee

Catholic Charities Maine Refugee and Immigration Services serves the following clients:

- Primary refugees who have been resettled in **Maine** for five years or less
- Clients who have been granted asylum and have been in **Maine** for five years or less
- Unanticipated secondary migrants who relocate to **Lewiston**
- Secondary migrant refugees who have moved to Maine within **30 days** of their arrival in the US

The Refugee Services Program:

The Social Services Division Refugee Services Program provides New Mainers with vital services geared toward self-sufficiency. We provide support services in four areas: Case Management, trauma based services for torture survivors, Employment Case Management Services and Cultural Skills/Life Skills Training.

Case Management Services

The Multilingual/Multicultural staff provides case management services to help unanticipated secondary migrants quickly establish a secure and independent situation for themselves and their family. During FY 14, Refugee Services Program staff assisted over 1,305 unduplicated individuals with case management

services. This number reflects 328 new households. In FY 14 the Refugee Services Program staff assisted 1,258 unduplicated individuals with case management services including 421 new households.

Case management activities include (but are not limited to):

- Assistance locating emergency housing, obtaining emergency food and personal necessities
- Assistance securing and maintaining affordable permanent housing.
- Case planning and advocacy
- Liaison with the state Department of Health and Human Services (DHHS), Social Security Administration, Health Care Services and legal aid
- Information & Referrals to community resources
- Crisis Intervention and support services

Employment Case Management

The Employment Case Manager plays a vital role in helping New Mainers establish economic self-sufficiency for themselves and their families. The Employment Case Management provided essential employment support services to the refugee community by offering job search and job retention assistance, information and referrals, and educational and training opportunities. They also work closely with the business community to educate them on the communities which are currently present in Portland and why they should hire these skilled laborers.

In FY 14 our Employment Case Manager opened 110 new cases, and provided ongoing employment services to an additional 69 individuals. Our top employment agencies working with the refugee population are Barber Foods, Inn by the Sea, Nichols, Hampton Inn, Maine Medical Center and Curran Co Home Healthcare Solutions. Thirty-six (36) of these individuals obtained full time positions, and earn an average hourly wage of \$9.46; and nine (9) secured part time jobs with an average hourly salary of \$8.59.

Employment Case Managers provided direct services and referrals in the following areas:

- Employment Assessment
- Information about Vocational/Educational Opportunities
- Job Interview Techniques
- Job Development / Job Placement
- Employment Retention Counseling
- Workplace Mediation
- Information & Referrals to Community Resources, including the Maine Job Service (CareerCenter)

New Mainers-Refugee Workforce Development Project (NMRWDP) - Job Class & Networking Workshops

This program is funded through the Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement, and Discretionary Targeted Assistant Program. The NMRWDP is a collaborative between Refugee Services, Portland and Lewiston Adult Education, the City of Lewiston and Catholic Charities Maine Refugee and Immigration Services (CCM RIS). Portland and Lewiston Adult Education offers an English Levels 2 and 3 Job Class and Levels 4, 5 and 6 Networking Workshops that teach intensive vocational English proficiency, composition and computer literacy. Students share personal stories and struggles about securing employment and in both classes, each participant learns about career exploration responding to ads, resume writing and online application skills/tools, how to conduct themselves in an interview, employer expectations, workplace culture, and how to retain a job.

Job Developers also attend the classes/workshops and are on-hand to assist attendees with job placement and retention services. Job Developers meet with employers to hear about job opportunities, explain the benefits of hiring refugees and developing position for refugees. They match refugees with available jobs depending on their skills and interest. After securing employment, they provide formal follow-up contact at 30, 60 and 90 days post placement to assess their progress. The majority of jobs located are entry level positions; however refugees are also taught how to transfer their skills and every effort is made to help get promotions and higher paying positions.

Cross Cultural/Life Skills Training

Cultural Skills Training provides education and orientation to New Mainers and the recipient community statewide. The focus of services is three-fold: [1] to provide a link between the local community and New Mainers to help foster increased awareness and community integration; [2] to educate the different communities, Case Managers, and service providers about cultural differences; and [3] to promote New Mainer Self-Sufficiency. Workshops for our consumers focus on helping New Mainers acclimate to their new environment, increase their knowledge of resources available in the greater Portland area and cultural awareness. Case Managers and service providers attend “Serving a Multicultural Community” that also provides training about the refugee experience and culture. A total of 577 individuals attended a total of 36 Cultural Skills workshops in FY 14.

Cultural Skills Training include:

- Welcome Orientations and Community Resources Workshops
- Understanding GA Guidelines
- Monthly Bus Tours (delivered in partnership with METRO during summer months)
- Winter Workshops (offered October to April)

Survivors of Torture (SOT)

The City of Portland in collaboration with Catholic Charities Maine Refugee and Immigration Services (CCM RIS), Community Counseling Center (CCC) and Tri-County Mental Health Services (TCMHS) in Lewiston serves refugees and asylees who have been tortured and detained under the “color of law”. Clinicians, case managers and interpreters receive culturally competency training, trauma-informed treatment and services to support torture survivors’ recovery and ability to live independently.

Community Counseling Center (CCC) and TCMHS conduct assessments to determine if the person meets the SOT criteria. Once decided, the Clinicians develop a treatment plan which may include one-on-one or group therapy or medication. Every effort is made to offer treatment that is culturally-based and employs customs and traditions that build community connections in support of their healing and self-recovery. The client is then referred to a case manager either at Refugee Services or CCM RIS, depending on their status. Case managers identify goals for stability and connect them to resources that include: English language instruction, health and wellness care, immigration, and referrals to other agencies to provide intensive services victims of torture require.

This program is also funded through the Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement. The SOT Program serves refugees and asylees who meet the U.S. definition of torture: “an act committed by a person acting under the color of law specifically intended to inflict severe physical or mental pain or suffering (other than pain or suffering incidental to lawful sanctions) upon another person within his custody or physical control.”

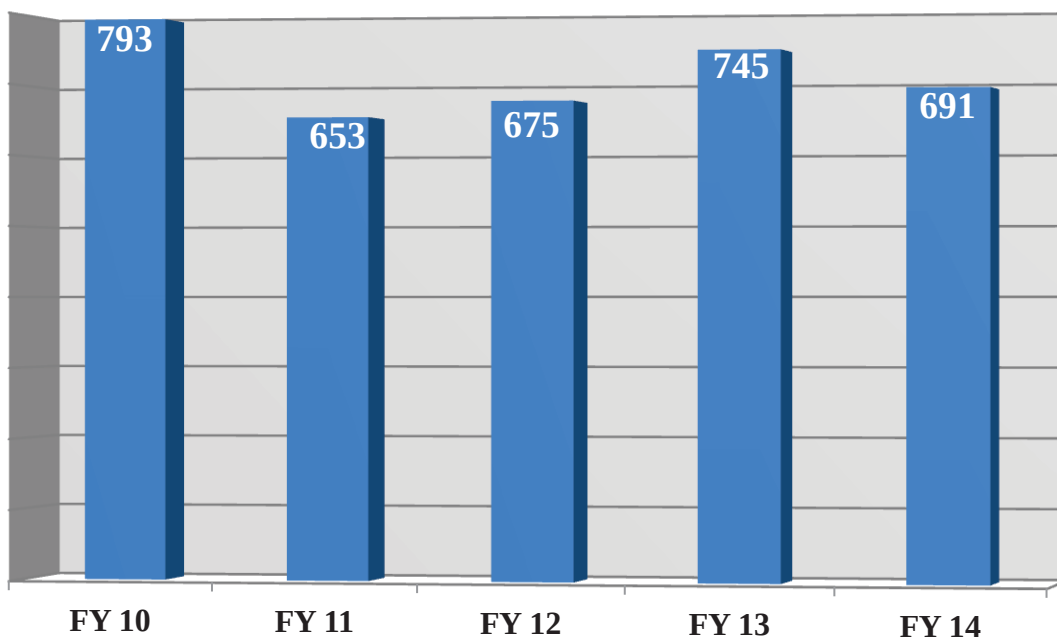
The program completed approximately **83** assessments, finding **72** individuals to meet the definition and be eligible for counseling services.

City of Portland, Maine
Health & Human Services Department
Social Services Division
Refugee Services Program
FY 2014 Year End Report

5-Year Comparison of New Clients

(for all Refugee Services Programs)

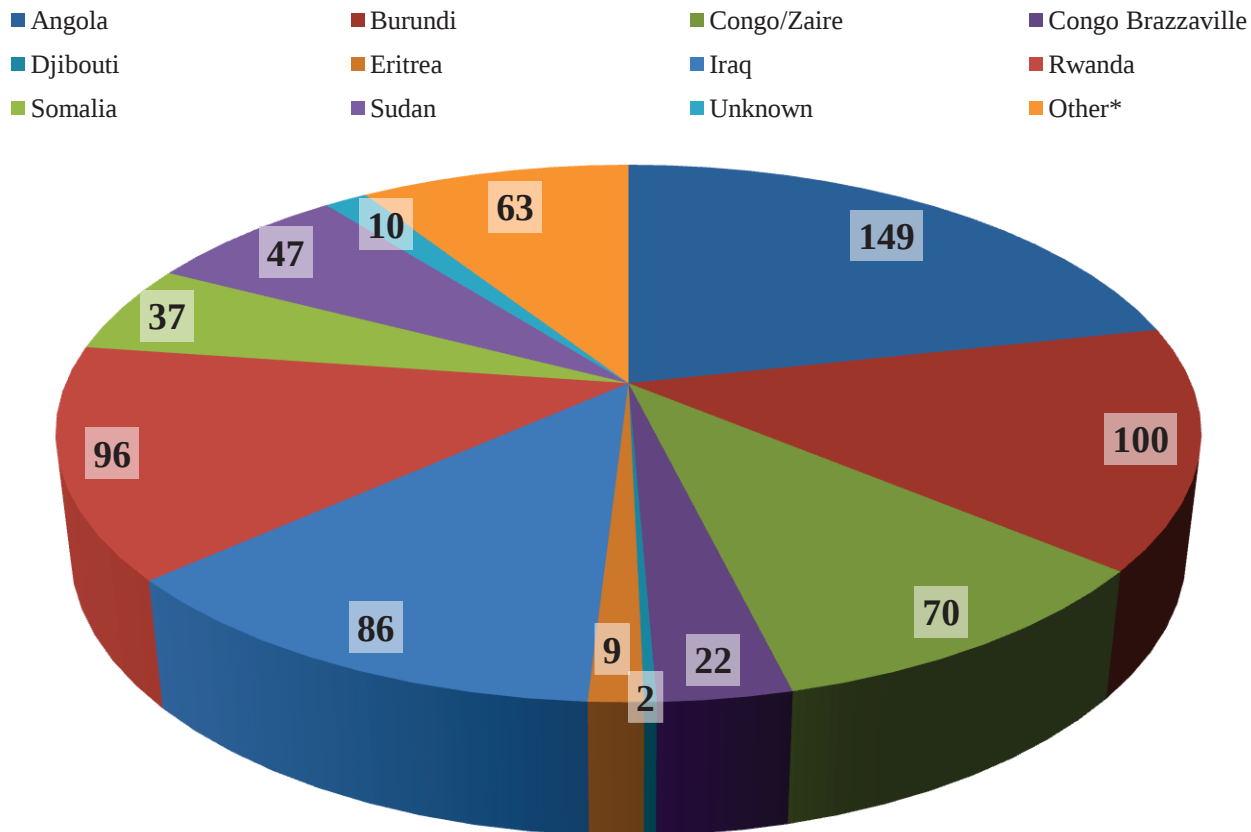
(Not New Arrivals to Portland)



**Note: New Intakes includes families/individuals already living in Portland (not new arrivals to Portland) and newly arrived secondary migrant*

City of Portland, Maine
 Health & Human Services Department
 Social Services Division
 Refugee Services Program
 FY 2014 Year End Report

Total of New Clients
691 Unduplicated Individuals



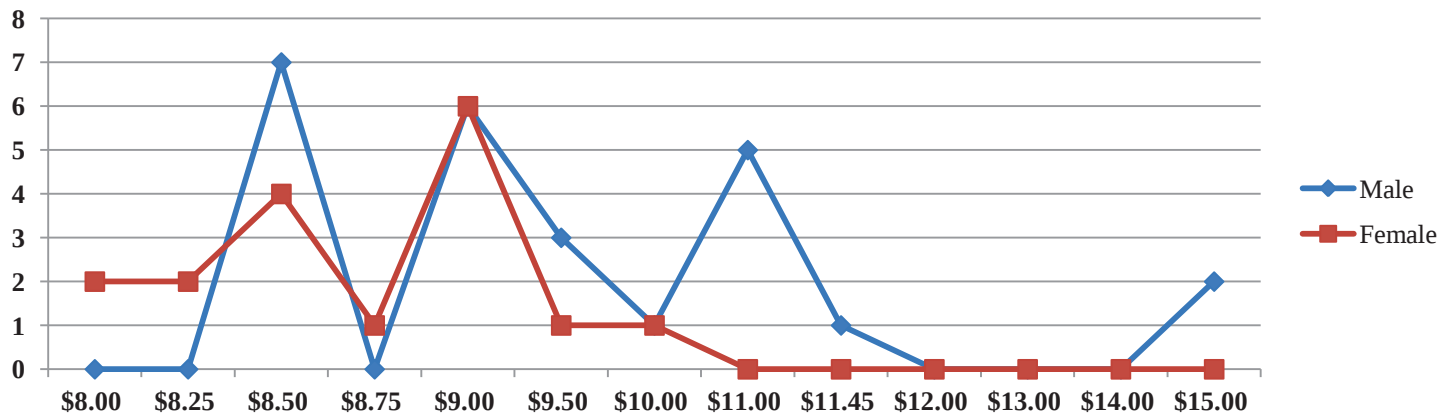
Country of Origin
New Mainers (Individuals)

Angola	149	Iraq	86
Burundi	100	Rwanda	96
Congo/Zaire	70	Somalia	37
Congo Brazzaville	22	Sudan	47
Djibouti	2	Unknown	10
Eritrea	9	Other*	63

Other* includes families and individuals from: Afghanistan, Burkina Faso, Cameroon, Colombia, Cuba, Dominican Republic, Ethiopia, Haiti, Honduras, India, Iraq, Ivory Coast, Liberia, Mexico, Nicaragua, Peru, Republic of South Sudan, Tanzania, Vietnam

City of Portland, Maine
Health & Human Services Department
Social Services Division
Refugee Services Program
FY 2014 Year End Report

Job Placement - Average Salary Range

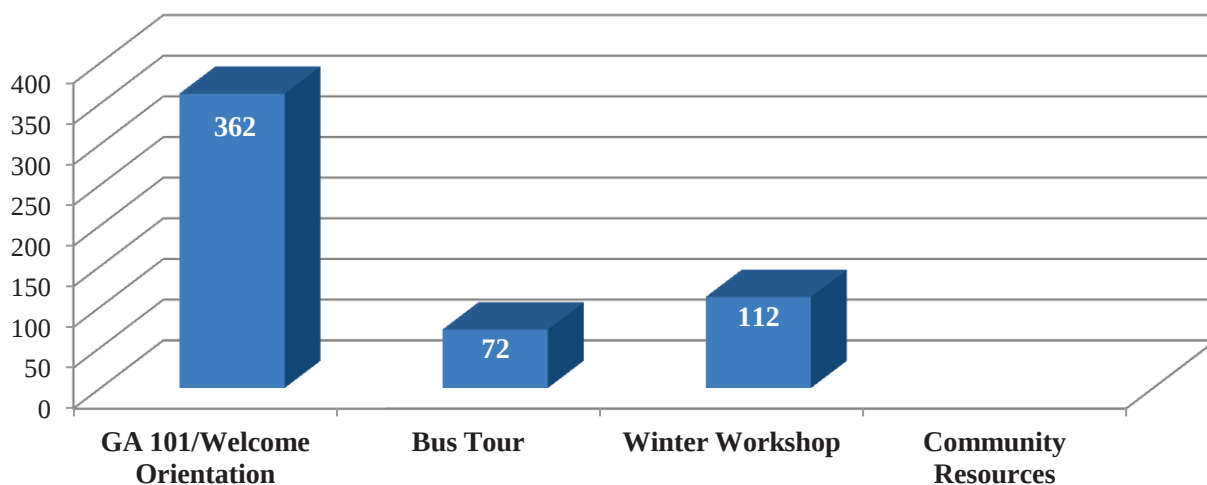


Total Number of Individuals Placed in Employment: 47

	Males	Females	Top Employers	
Full-Time Employment	26	11	Barber Foods	9
Part-Time Employment	2	7	Inn by the Sea	3
Average FT Wage	\$10.05	\$8.05	Nichols	3
Average PT Wage	\$8.50	\$8.61	Hampton Inn	2
			Maine Medical Center	2
			Curran Co.	2
			Home Healthcare Solutions	

Cultural Skills Training

■ # Individuals Served ■ # Workshops Held

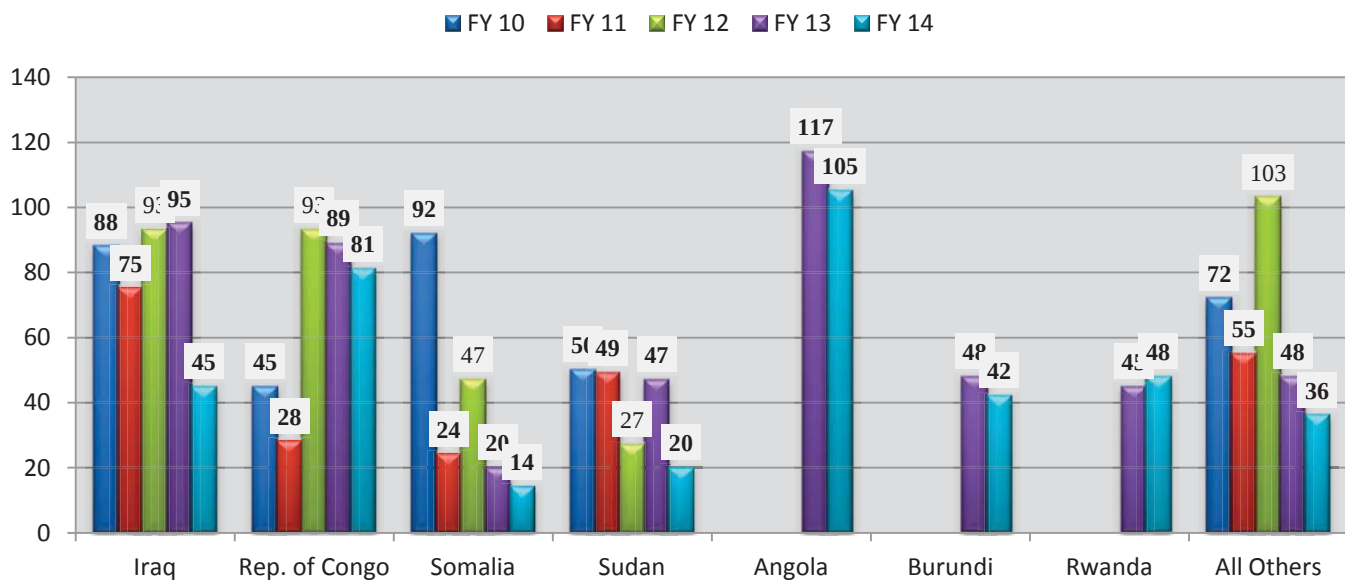
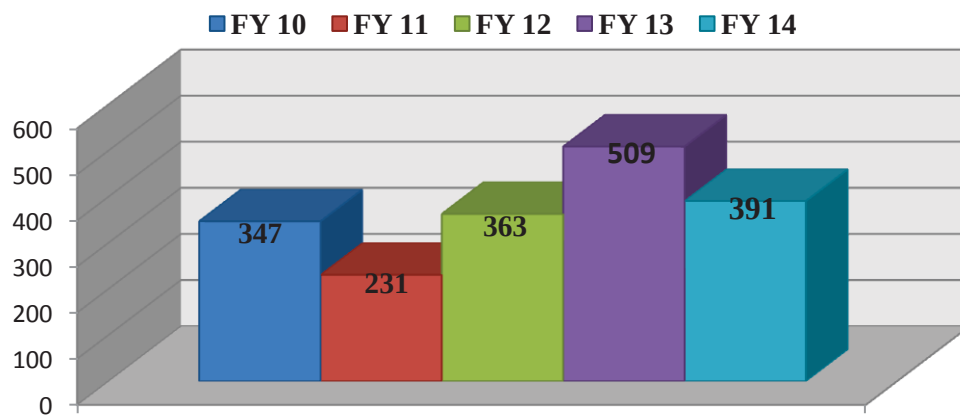


City of Portland, Maine
 Health & Human Services Department
 Social Services Division
 Refugee Services Program
 FY 2014 Year End Report

FAMILY SHELTER REFUGEES/IMMIGRANTS/VISA HOLDERS/ASYLUM PENDING

A total of 391 individuals, or 43% of all individuals residing in the Shelter

Total Number of New Mainers



Iraq – 12%
 All Others – 9%

Rep. of Congo – 21%
 Angola* – 27%

Somalia – 4%
 Burundi* – 10%

Sudan – 5%
 Rwanda* – 12%

*All Others include: Afghanistan, Belgium, Eritrea, Iran

*FY 13 is the first year tracking Angola, Burundi, and Rwanda, due to low numbers in previous years.
 This group consists of visa holder families entering the US with visitor visas

Refugee Services Program Year End Report FY 2015



**City of Portland, Maine
Health and Human Services Department
Social Services Division**

**City of Portland, Maine
Health & Human Services Department
Social Services Division
Refugee Services Program
FY 2015 Year End Report**

Who we are and what we do:

The City of Portland's Health & Human Services Division, Social Services Division, Refugee Services Program has been providing services to unanticipated secondary migrant refugees since 2000. The Refugee Services program is designed to improve stability, independence, and overall quality of life for newcomers transitioning to Maine. Refugee Services employs multilingual/multicultural staff that provides case management, employment and cultural skills training to asylees, people pending asylum, visa holders, and unanticipated secondary migrants refugees that arrive and speak little or no English, have no housing arrangements, limited or no financial resources and no support connections.

Refugee Services is a founding member of the New Mainers Partnership, a collaboration of organizations led by Catholic Charities Maine Refugee and Immigration Services (CCM RIS) and that includes the City of Lewiston and the Portland and Lewiston Adult Education Programs. The New Mainers Partnership creates a seamless continuum of care model that delivers effective, linguistically and culturally appropriate services to primary refugees and unanticipated secondary migrants in Portland and Lewiston. All services are voluntary and client-directed with the goal of self-sufficiency.

The Refugee Services Program serves the following clients:

- Unanticipated primary refugees who choose to leave their original resettlement state and move to Maine (secondary migrants)
- Refugees who have been in the U.S. for over a year
- Asylees who have been in the U.S. for over a year from the date they were granted asylum
- Clients who have applied for asylum but have not been granted asylum (pending asylum)
- Clients that have an immigration status other than refugee or asylee

Catholic Charities Maine Refugee and Immigration Services serves the following clients:

- Primary refugees who have been resettled in **Maine** for five years or less
- Clients who have been granted asylum and have been in **Maine** for five years or less
- Unanticipated secondary migrants who relocate to **Lewiston**
- Secondary migrant refugees who have moved to Maine within **30 days** of their arrival in the US

The Refugee Services Program:

The Social Services Division Refugee Services Program provides New Mainers with vital services geared toward self-sufficiency. We provide support services in four areas: Case Management, trauma based services for torture survivors, Employment Case Management Services and Cultural Skills/Life Skills Training.

Case Management Services

The Multilingual/Multicultural staff provides case management services to help unanticipated secondary migrants quickly establish a secure and independent situation for themselves and their family. During FY 15, Refugee Services Program staff assisted over 730 unduplicated individuals with case management

services. This number reflects 339 new households. In FY 14 the Refugee Services Program staff assisted 1,305 unduplicated individuals with case management services including 328 new households.

Case management activities include (but are not limited to):

- Assistance locating emergency housing, obtaining emergency food and personal necessities
- Assistance securing and maintaining affordable permanent housing.
- Case planning and advocacy
- Liaison with the state Department of Health and Human Services (DHHS), Social Security Administration, Health Care Services and legal aid
- Information & Referrals to community resources
- Crisis Intervention and support services

Employment Case Management

The Employment Case Manager plays a vital role in helping New Mainers establish economic self-sufficiency for themselves and their families. The Employment Case Management provided essential employment support services to the refugee community by offering job search and job retention assistance, information and referrals, and educational and training opportunities. They also work closely with the business community to educate them on the communities which are currently present in Portland and why they should hire these skilled laborers.

In FY 15 the Employment Case Manager opened 41 new cases, and provided ongoing employment services to a total of 63 individuals. This is compared to 110 new cases with an additional 69 individuals in FY 14. Top employment agencies working with the refugee population included Complete Labor & Staffing, HW Staffing, Inn by the Sea, Paradigm Windows, Nichols, and the Arwo Learning Center. Twenty-four (24) of these individuals obtained full-time positions, and earn an average hourly wage of \$8.62; and seventeen (17) secured part-time jobs with an average hourly salary of \$9.17.

Employment Case Managers provided direct services and referrals in the following areas:

- Employment Assessment
- Information about Vocational/Educational Opportunities
- Job Interview Techniques
- Job Development / Job Placement
- Employment Retention Counseling
- Workplace Mediation
- Information & Referrals to Community Resources, including the Maine Job Service (CareerCenter)

New Mainers-Refugee Workforce Development Project (NMRWDP) - Job Class & Networking Workshops

This program is funded through the Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement, and Discretionary Targeted Assistant Program. The NMRWDP is a collaborative between Refugee Services, Portland and Lewiston Adult Education, the City of Lewiston and Catholic Charities Maine Refugee and Immigration Services (CCM RIS). Portland and Lewiston Adult Education offers an English Levels 2 and 3 Job Class and Levels 4, 5 and 6 Networking Workshops that teach intensive vocational English proficiency, composition and computer literacy. Students share personal stories and struggles about securing employment and in both classes, each participant learns about career exploration responding to ads, resume writing and online application skills/tools, how to conduct themselves in an interview, employer expectations, workplace culture, and how to retain a job.

Job Developers also attend the classes/workshops and are on-hand to assist attendees with job placement and retention services. Job Developers meet with employers to hear about job opportunities, explain the benefits of hiring refugees and developing position for refugees. They match refugees with available jobs depending on their skills and interest. After securing employment, they provide formal follow-up contact at 30, 60 and 90 days post placement to assess their progress. The majority of jobs located are entry level positions; however refugees are also taught how to transfer their skills and every effort is made to help get promotions and higher paying positions.

Cross Cultural/Life Skills Training

Cultural Skills Training provides education and orientation to New Mainers and the recipient community statewide. The focus of services is three-fold: [1] to provide a link between the local community and New Mainers to help foster increased awareness and community integration; [2] to educate the different communities, Case Managers, and service providers about cultural differences; and [3] to promote New Mainer Self-Sufficiency. Workshops for our consumers focus on helping New Mainers acclimate to their new environment, increase their knowledge of resources available in the greater Portland area and cultural awareness. Case Managers and service providers attend “Serving a Multicultural Community” that also provides training about the refugee experience and culture. A total of 567 individuals attended a total of 37 Cultural Skills workshops in FY 15.

Cultural Skills Training include:

- - Welcome Orientations and Community Resources Workshops
 - Understanding GA Guidelines
 - Monthly Bus Tours (delivered in partnership with METRO during summer months)
 - Winter Workshops (offered October to April)

Survivors of Torture (SOT)

The City of Portland in collaboration with Catholic Charities Maine Refugee and Immigration Services (CCM RIS), Community Counseling Center (CCC) and Tri-County Mental Health Services (TCMHS) in Lewiston serves refugees and asylees who have been tortured and detained under the “color of law”. Clinicians, case managers and interpreters receive culturally competency training, trauma-informed treatment and services to support torture survivors’ recovery and ability to live independently.

Community Counseling Center (CCC) and TCMHS conduct assessments to determine if the person meets the SOT criteria. Once decided, the Clinicians develop a treatment plan which may include one-on-one or group therapy or medication. Every effort is made to offer treatment that is culturally-based and employs customs and traditions that build community connections in support of their healing and self-recovery. The client is then referred to a case manager either at Refugee Services or CCM RIS, depending on their status. Case managers identify goals for stability and connect them to resources that include: English language instruction, health and wellness care, immigration, and referrals to other agencies to provide intensive services victims of torture require.

This program is also funded through the Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement. The SOT Program serves refugees and asylees who meet the U.S. definition of torture: “an act committed by a person acting under the color of law

specifically intended to inflict severe physical or mental pain or suffering (other than pain or suffering incidental to lawful sanctions) upon another person within his custody or physical control.”

The program completed approximately 120 assessments, finding 69 individuals to meet the definition and be eligible for counseling services.

FY 2015 Program Highlights

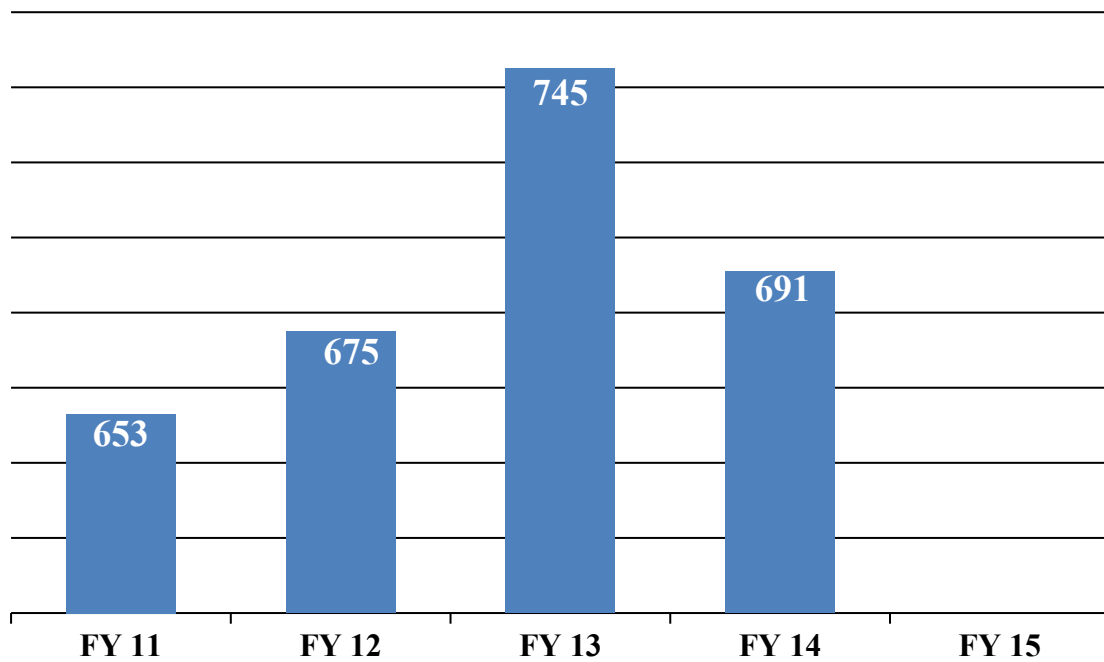
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City of Portland, Maine
Health & Human Services Department
Social Services Division
Refugee Services Program
FY 2015 Year End Report

5-Year Comparison of New Clients

(for all Refugee Services Programs)

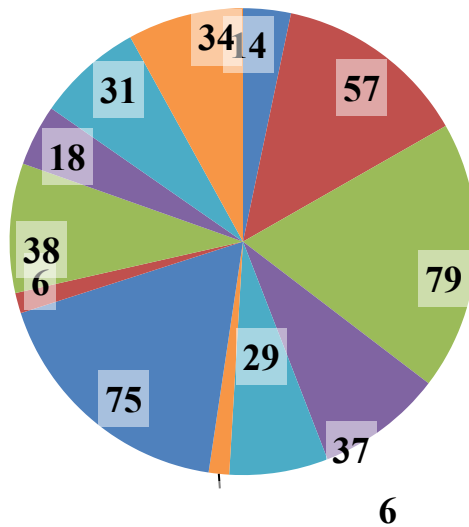
(Not New Arrivals to Portland)



**Note: New Intakes includes families/individuals already living in Portland (not new arrivals to Portland) and newly arrived secondary migrant*

City of Portland, Maine
 Health & Human Services Department
 Social Services Division
 Refugee Services Program
 FY 2015 Year End Report

Total of New Clients
425 Unduplicated Individuals



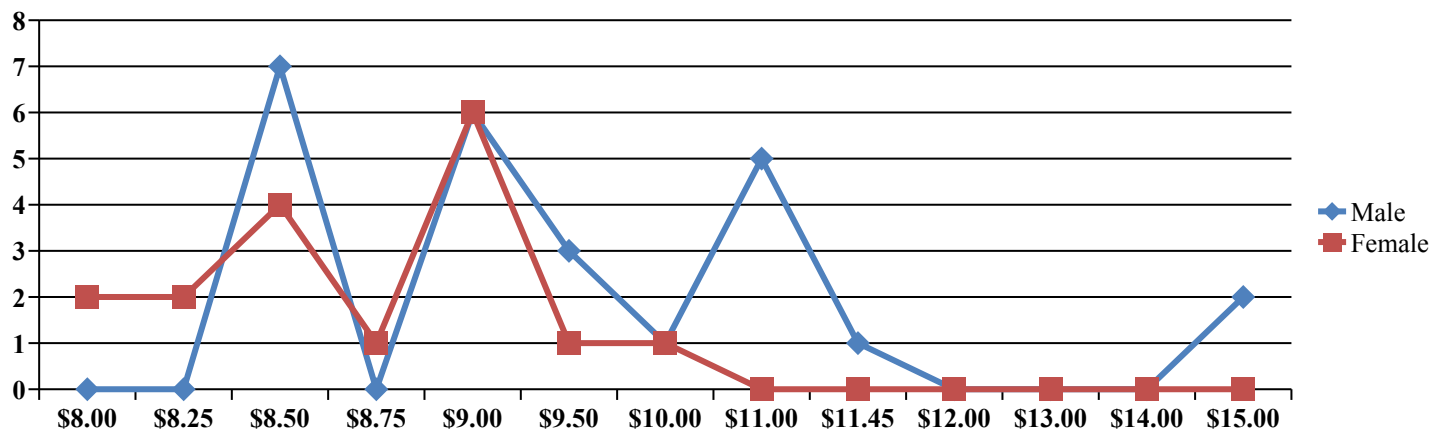
Country of Origin
New Mainers (Individuals)

Afghanistan	14	Iraq	75
Angola	57	Rep. South Sudan	6
Burundi	79	Rwanda	38
Congo/Zaire	37	Somalia	18
Congo Brazzaville	29	Sudan	31
Eritrea	6	Other*	34

Other* includes families and individuals from: Belgium, Cameroon, Cameroon, Cuba, Djibouti, Dominican Republic, Ethiopia, Gabon, Kenya, Kuwait, South Africa, Soviet Union, Tanzania, Uganda

City of Portland, Maine
Health & Human Services Department
Social Services Division
Refugee Services Program
FY 2015 Year End Report

Job Placement - Average Salary Range

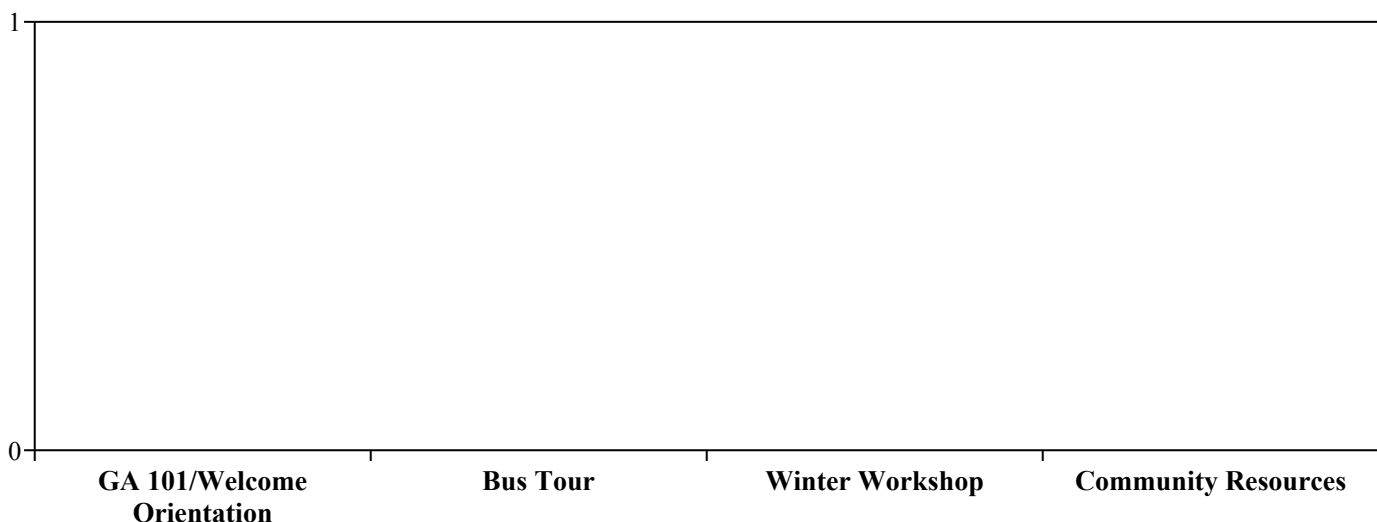


Total Number of Individuals Placed in Employment: 41

	Males	Females	Top Employers
Full-Time Employment	19	6	Complete Labor & Staffing
Part-Time Employment	8	8	HW Staffing
			Inn by the Sea
			Paradigm Windows
			Nichols
Average FT Wage	\$7.38	\$11.12	Arwo Learning Center

Cultural Skills Training

■ # Individuals Served ■ # Workshops Held

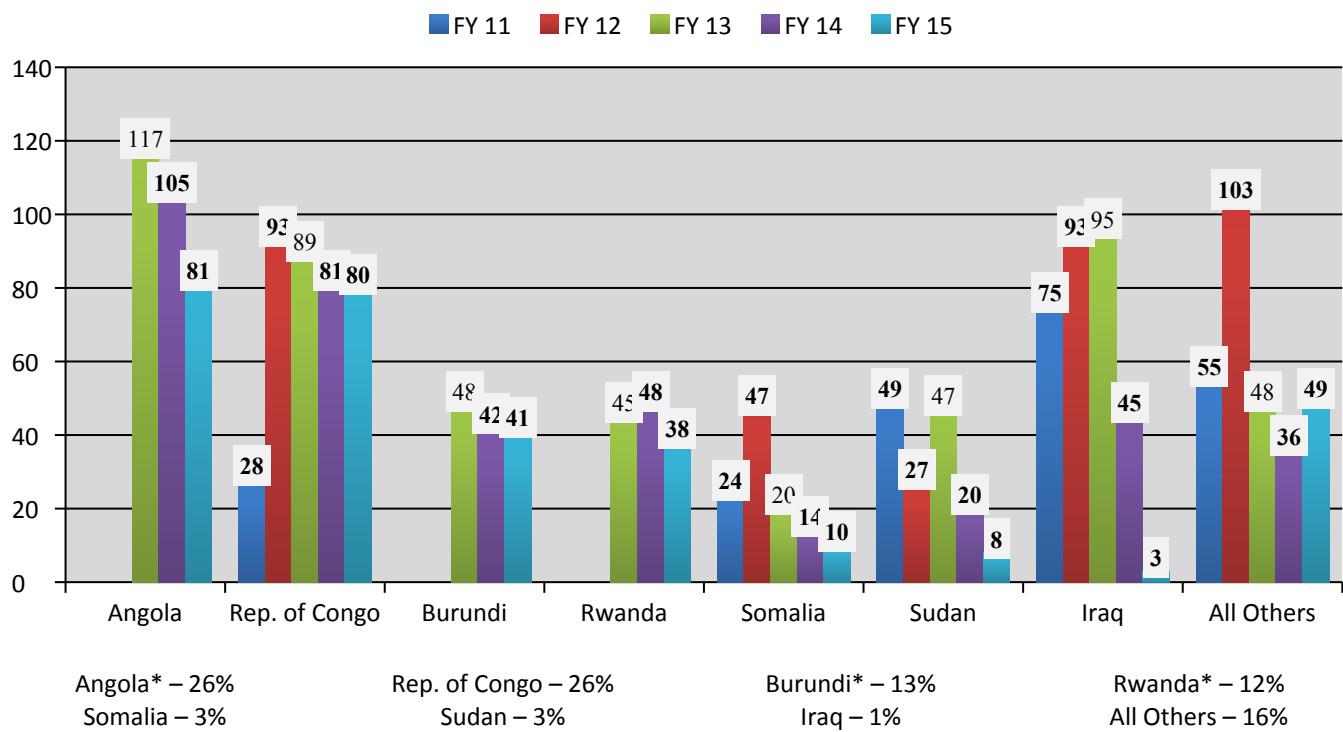
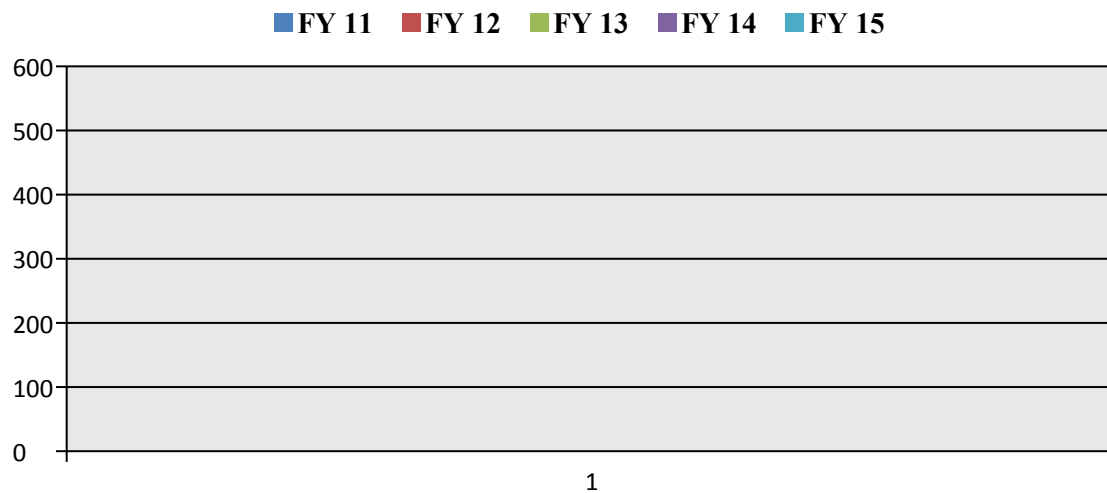


**City of Portland, Maine
Health & Human Services Department
Social Services Division
Family Shelter
FY 2015 Year End Report**

REFUGEES/IMMIGRANTS/VISA HOLDERS/ASYLUM PENDING

A total of 310 individuals, or 38% of all individuals residing in the Shelter

Total Number of New Mainers



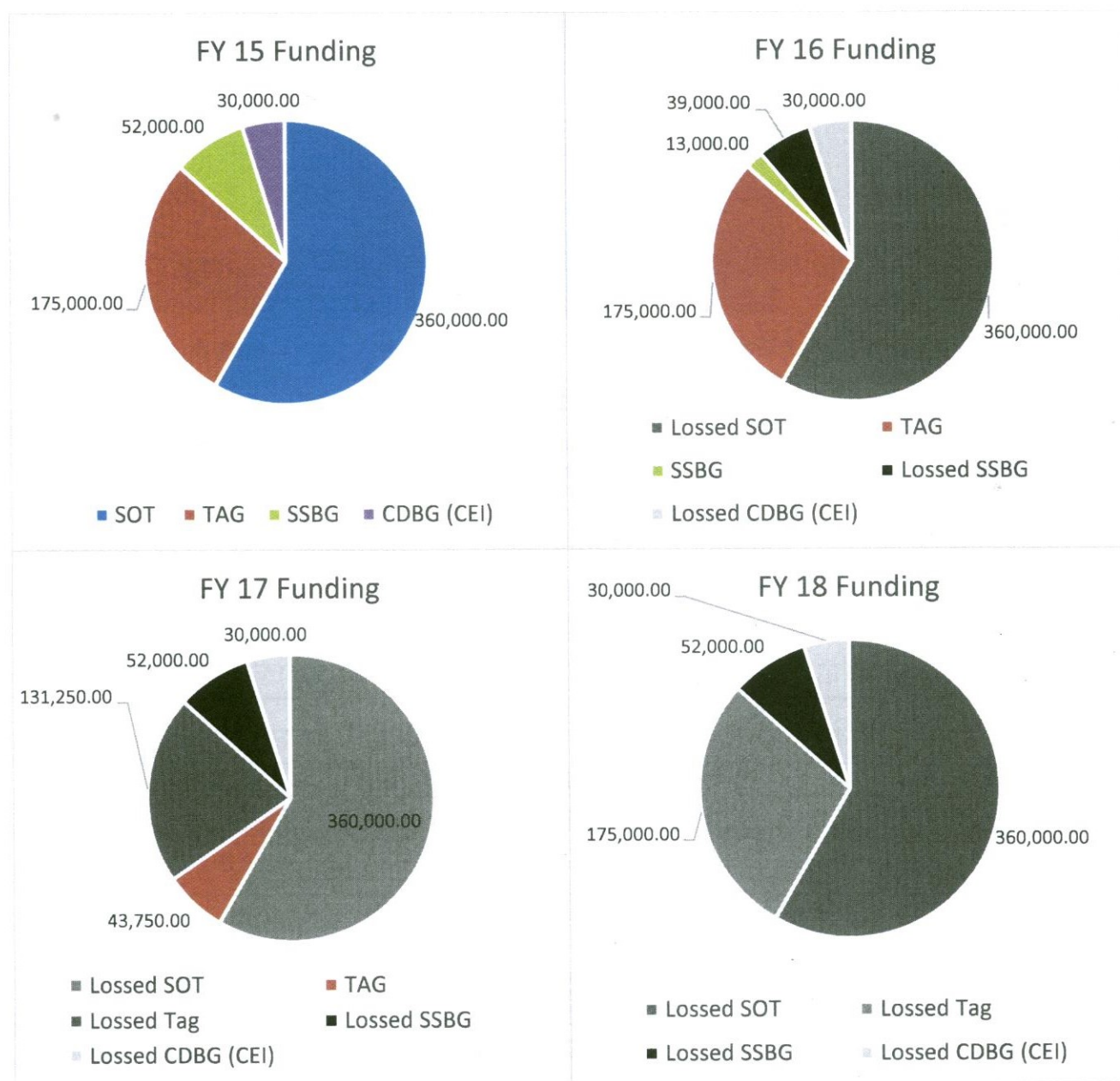
*“All Others” include: Afghanistan, Djibouti, South Africa

*FY 13 is the first year tracking Angola, Burundi, and Rwanda, due to low numbers in previous years.

This group consists of visa holder families entering the US with visitor visas

Refugee Services Program Status Report FY 2016

Loss of Funding* by Fiscal Year

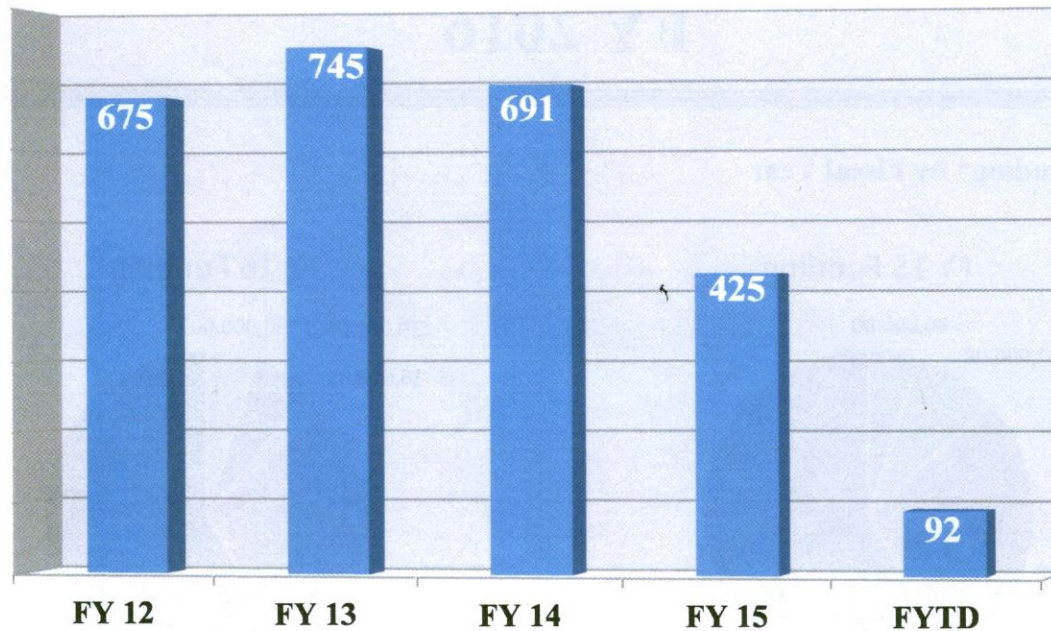


*Note: The amount listed consists of the full funding amount for each grant, including what is awarded to sub-recipients and partners; the RS program costs and funding are portions of the funds listed above.

5-Year Comparison of New Clients

(for all Refugee Services Programs)

(Not New Arrivals to Portland)



**Note: New Intakes includes families/individuals already living in Portland (not new arrivals to Portland) and newly arrived secondary migrant.*

Targeted Assistance Grant			
Fiscal Year	New Cases	Active Cases	Job Placements
FY14	18	44	30
FY15	22	29	24
FY16	16	19	14

Social Services Block Grant			
Fiscal Year	New Cases	Active Cases	Job Placements
FY14	74	101	14
FY15	56	102	16
FY16	8	37	4

Survivors of Torture Grant		
Fiscal Year	New Cases	Active Cases
FY14	30	Not Available
FY15	37	18
FY16	6	7

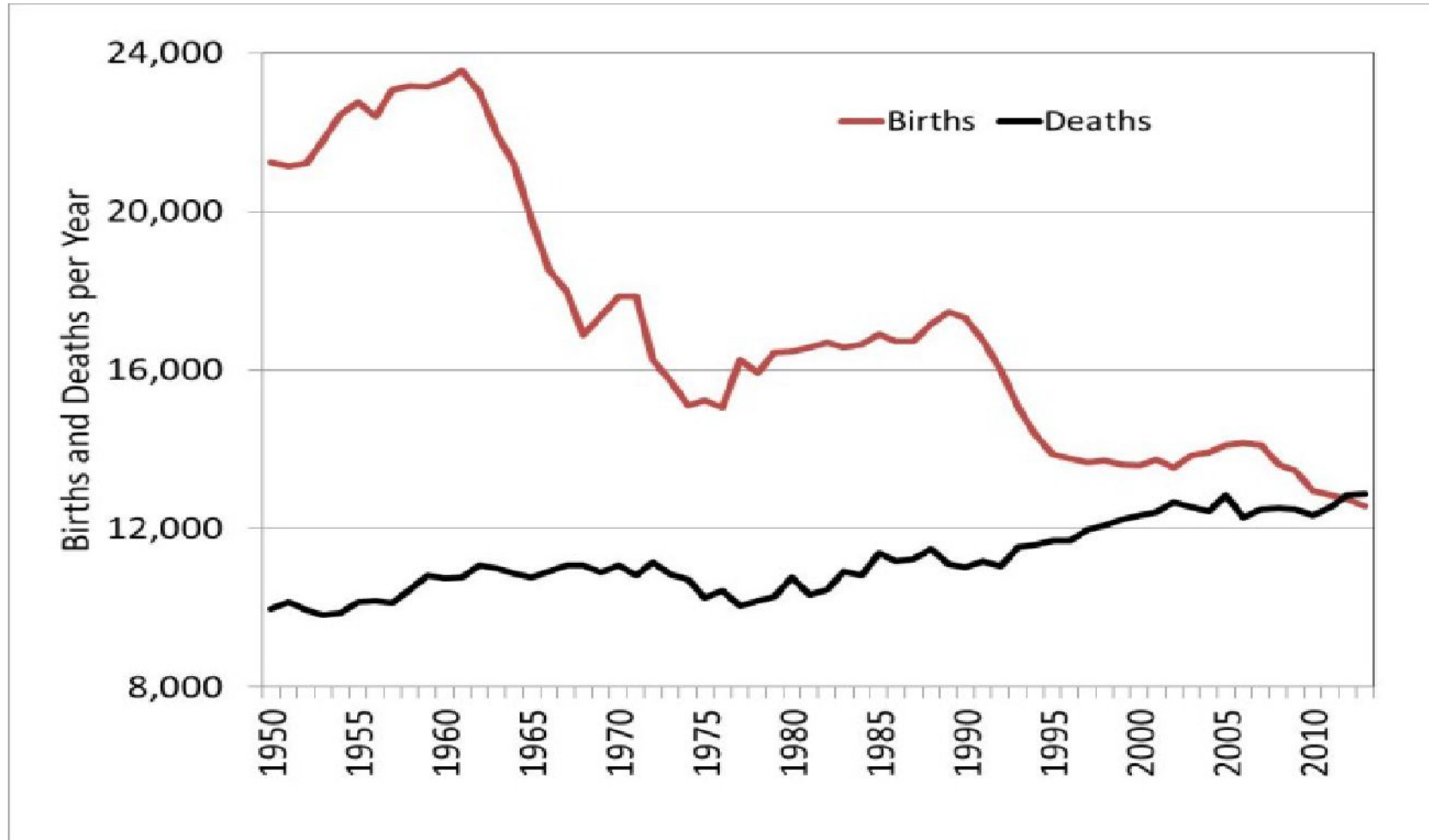
Unable to access Portland Jobs Alliance database for reporting data.



PORTLAND
ADULT EDUCATION

**The New Mainers Resource Center
At Portland Adult Education**

Maine's Population Is Not Growing



Source : Maine Workforce Outlook 2012 to 2022 Report produced by the MDOL Center for Workforce and Research



PORTLAND ADULT EDUCATION

Our Mission

To support Maine's economic development by meeting employers' demands for a skilled and culturally diverse workforce

Our Vision

Economy: To grow Maine's economy with the contribution of foreign trained professionals

Employers: To provide employers with qualified workers for their companies

Workers: To help Maine's immigrants and refugees overcome barriers and re-enter their careers

Our Model

OUR CAREER PATHWAYS PLAN

- **Job Class:** Contextualized English for the workplace, US workplace culture and job search skills
- **English for Health Professionals, English for Accounting, Finance and Economics Professionals:** English courses related to specific profession
- **Workshops/Summer Classes:** Computer tutorials and assistance with job search, job readiness skills trainings
- **Trainings and Offerings:** Occupational Safety and Health Administration (OSHA), Information Technology Internship, Measurements Course; refreshing job skills
- **Industry job fairs and professional groups:** Employer and professional sector based networking opportunities/groups and hiring opportunities
- **Advising/Case Management:** Advising professionals on English, trainings, credential evaluation and career and educational goals

US DEPARTMENT OF LABOR: CAREER PATHWAYS TOOLKIT: A GUIDE FOR SYSTEM DEVELOPMENT (Dec 2015) pg 9

- Registered apprenticeships
- Contextualized Learning
- Integrated Education and Training
- Career Ladders, Lattices/Roadmaps to Career
- Competency Models
- Multiple Entry/Exit Points
- Stackable Educational/Training Options
- Supportive Services
- Degree/Certificate Attainment

Our Numbers

From December 2014 to March 31, 2016

- Total number of individuals who made an initial contact: **613**
- Total number of individuals who have participated in programming such as job classes, courses, workshops, professional networking groups and/or received advising or employment case management services: **546**



PORTLAND ADULT EDUCATION

Contact Information:

Sally Sutton suttos@portlandschools.org

Bethany Campbell campbb@portlandschools.org

207.874.8155



Eastern Waterfront Integrated Work Plan

Presentation to the EDC
April 2016

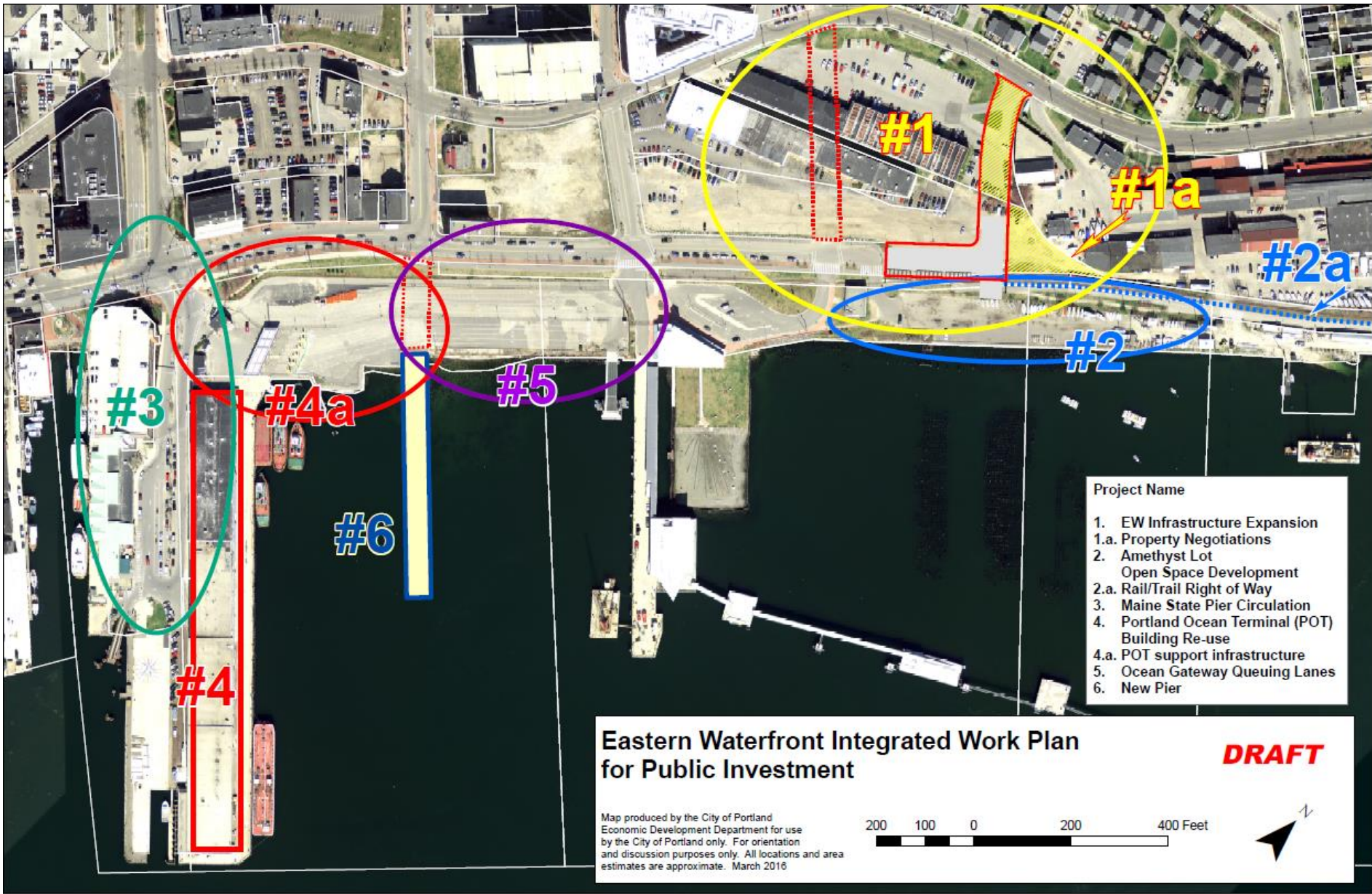
Prepared by the
Economic Development Department

I. PREAMBLE

“The water’s edge is the most precious resource we have”

Waterfront Development and Master Planning Committee, 6-11-01

Eastern Waterfront Master Plan, Adopted 2004



Eastern Waterfront Integrated Work Plan for Public Investment: **DRAFT February 12, 2016**

Projects Implementing Existing Plans and Policies

Project Name	Project Description	Lead Dept.	Team /Collaborators	Time Line	Est. Cost	Status	Notes/Funding
1. EW Infrastructure Expansion	City staff process to plan road and utility extensions in Portland's Eastern Waterfront planning district facilitating planned and future development consistent with the Eastern Waterfront Master Plan (EWMP.)	Economic Development	- Planning, - DPW - Parks & Recreation - Private property owners and development interests	Initiated: 11-15 Ongoing	\$15,300	Negotiating right of way layout and sketch design with Woodard Curran	Immediate needs are to integrate public infrastructure with development plans for the Portland Company redevelopment. <u>Funding:</u> Waterfront TIF for sketch level Right of Way design. Private Developers to implement through master planning and site plan design
1.a. Property Negotiations	Negotiations with private property owners over acquisition of private property for ROW and sale of residual public lands						
2. Amethyst Lot Open Space Development	Implementing EWMP for waterfront parcel. Define program and design elements for signature waterfront open space for recreation and active use of the water.	Economic Development	- Facilities - Planning - DPW - Parks & Recreation - Private development interests - Parks Commission - Portland Trails - Maine NGRR - Community Boating MDOT	Assumed spring 2016 start up	\$85,000	Pending Budget approval	- City has committed to work with Sail Maine and other Community Boating interests to integrate active marine use of site into open space design. - Design will need to address MDOT ROW changes and potential change to rail/trail location. - Design will need to integrate with roadway and private development <u>Funding:</u> City CIP
2.a. Rail/Trail Right of Way	Negotiate with MDOT, private developers, and Portland Trails over the location and use of rail and trail corridors though redeveloped areas.						
3. Maine State Pier Circulation	Work with Maine State Pier tenants and the public to improve vehicle and pedestrian circulation on Maine State Pier. Work to be coordinated with CBITD Phase II site improvements and freight handling.	Economic Development	- Facilities - Planning - DPW - CBITD - Pier Tenants - MDOT	TBD	\$20,000-\$50,000 as 20% match to FTA funds managed by CBITD	Pending CBITD Phase II project	- Process to be informed by the Franklin Street Re-visioning Report at Commercial Street. - Coordinated with private development Traffic Movement Permit designs. - Coordinated with 4.a. and 5. Below. <u>Funding:</u> Waterfront TIF. Potential partnership with CBITD for expanded scope

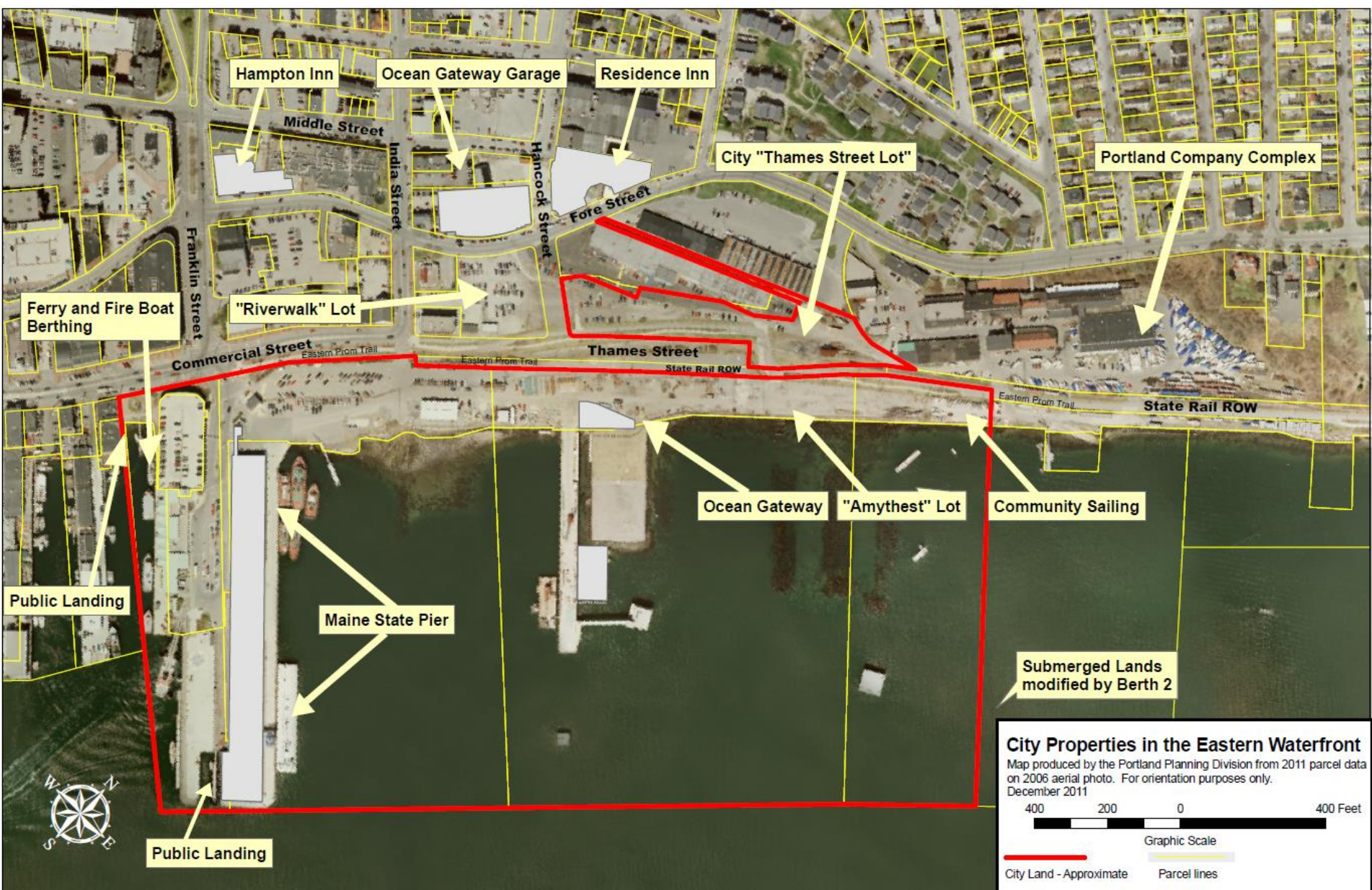
Highlighted figures place holders subject to revision

Eastern Waterfront Integrated Work Plan for Public Investment: DRAFT March 2016

Projects Establishing New Policy Direction for Infrastructure

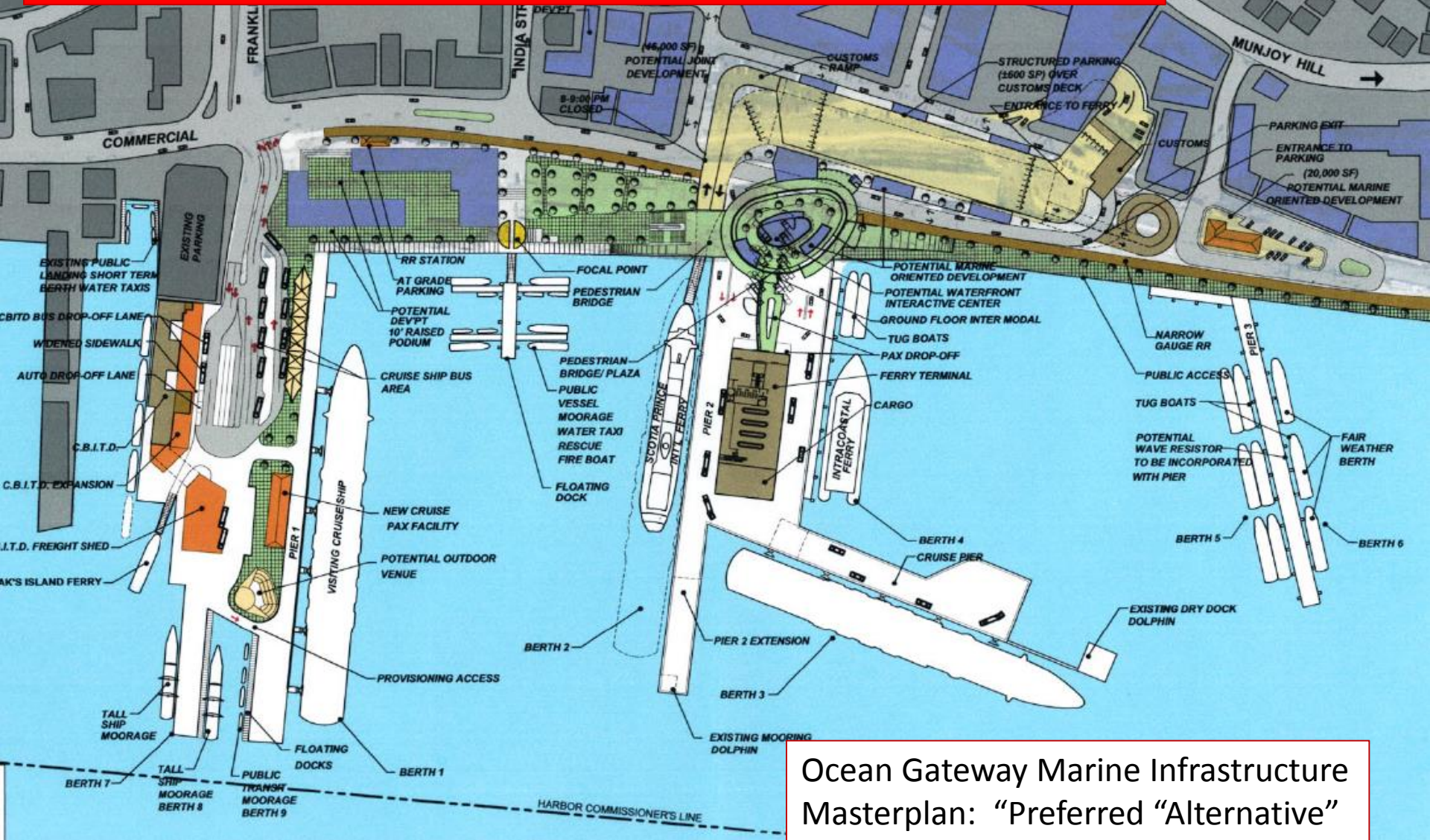
Project Name	Project Description	Lead Dept.	Team / Collaborators	Time Line	Est. Cost	Status	Notes/Funding
4. Portland Ocean Terminal (POT) Building Re-use	Evaluate increased commercial and marine tenant use of available 25,000 +/- square feet of vacant second floor office space and over 50,000 square feet of vacant ground floor marine industrial space.	Economic Development	Facilities Planning	TBD	\$150,000	Pending EDC direction	- Mayor and City Council Goal - Tightly aligned with potential Ocean Gateway queuing area changes contemplated below and Maine State Pier Circulation, above. - Ideas for <i>incubator space - innovation center</i> have been explored with multiple entities expressing interest. - Build off of 2010 planning process results. <u>Funding:</u> Study funding, TBD. Project funding may rely on private partner.
4.a. POT support infrastructure	Identify and design supporting infrastructure to facilitate 4. POT Re-use. Closely integrated with 3. Maine State Pier Circulation, and 5. Ocean Gateway Queuing.						
5. Ocean Gateway Queuing Lanes	Explore reconfiguration of the vehicle "queuing area" located behind the fence to free up property for more diversified marine activity, support for the Portland Ocean Terminal, and expanded access to the water for commercial and public uses.	Economic Development	- Facilities Planning - Int'l Ferry Operations - Customs and Border Protection - Pier tenants - Cruise industry	TBD	\$100,000	Pending EDC direction	Queuing lane area reduction potential is tightly integrated with: - Future Customs facilities design, - Int'l ferry size and schedule, and - POT security and cruise ship support <u>Funding:</u> TBD
6. New Pier (between Maine State Pier and Ocean Gateway)	Feasibility and concept design for a third pier to expand marine passenger and cruise ship capacity	Facilities (TBD)	- Economic Development Planning - Pier tenants (Portland Tugboat) - Cruise industry	TBD	\$75,000	Pending EDC direction	- Long-term opportunity that would likely require public/private partnership. - Tightly integrated with projects 3, 4, and 5 above. <u>Funding:</u> Study funding, TBD. Project funding may rely on private partner.

Highlighted figures place holders subject to revision



Wide range of activity on both public and private land

The Eastern Waterfront has been the subject of intensive planning for the last 15+ years



Ocean Gateway Marine Infrastructure Masterplan: “Preferred “Alternative” August 29, 2001

Project Area 1

Eastern Waterfront Master Plan and Portland Company Integration



1. EW Infrastructure Expansion		Road and utility extensions consistent with the Eastern Waterfront Master Plan (EWMP.)
1.a. Property Negotiations		Negotiations with private property owners

Project Area 2

Amethyst Lot Program Definition and Open Space Design



2. Amethyst Lot Open Space Development		Implementing EWMP for waterfront parcel. Define program and design elements for signature waterfront open space for recreation and active use of the water.
2.a. Rail/Trail Right of Way		Negotiate with MDOT, private developers, and Portland Trails over the location and use of rail and trail corridors through redeveloped areas.

Project Area 3

Maine State Pier Circulation and CBITD Integration

3. Maine State Pier Circulation

Improve vehicle and pedestrian circulation on Maine State Pier. Work to be coordinated with CBITD Phase II site improvements and freight handling.



Project Area 4

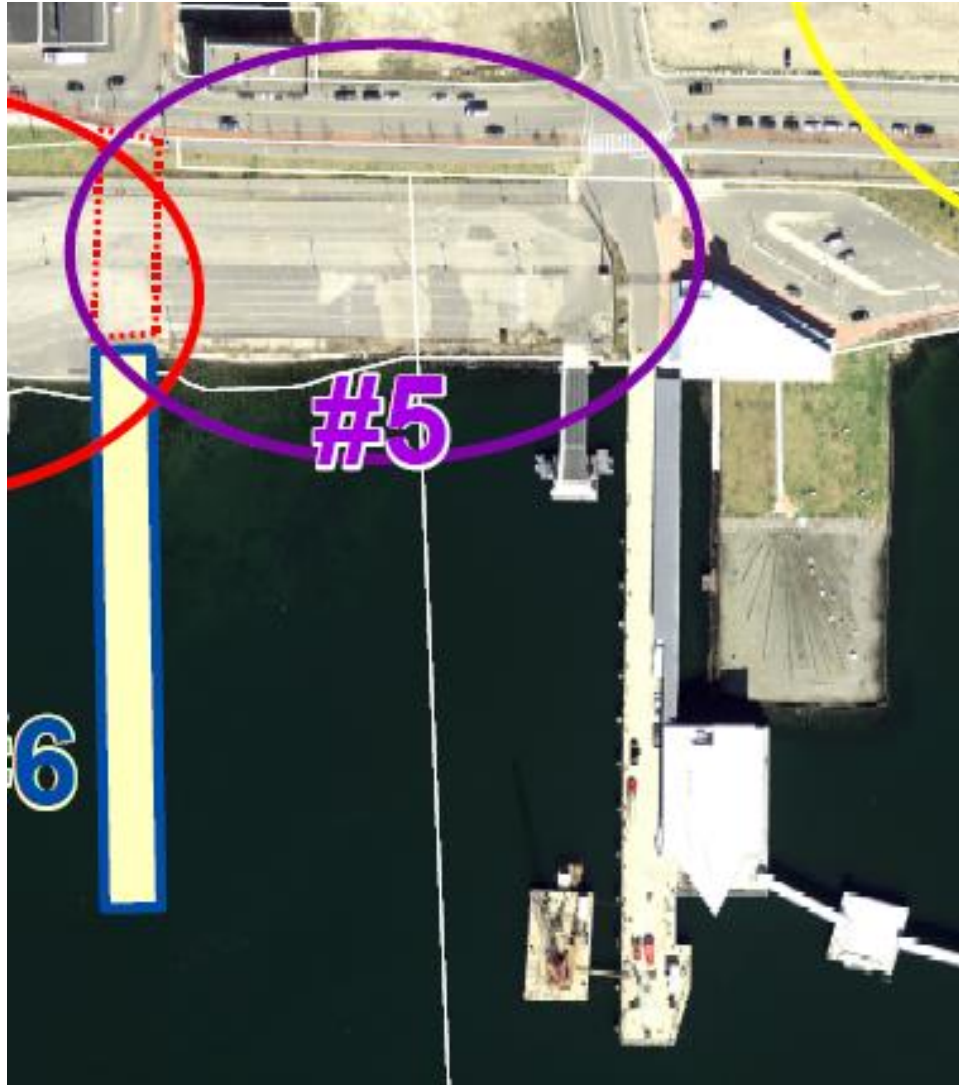
Portland Ocean Terminal Building Re-use Planning and Supporting infrastructure

4. Portland Ocean Terminal (POT) Building Re-use	Evaluate increased commercial and marine tenant use of available vacant second floor office space and vacant ground floor marine industrial space.
4.a. POT support infrastructure	Identify and design supporting infrastructure to facilitate 4. POT Re-use.



Project Area 5

Ocean Gateway Queuing Lanes



5. Ocean Gateway Queuing Lanes

Reconfiguration of the vehicle "queuing area" to free up property for more diversified activity,

Project Area 6

New Pier – Tug Boats and Home Port Cruise Ships



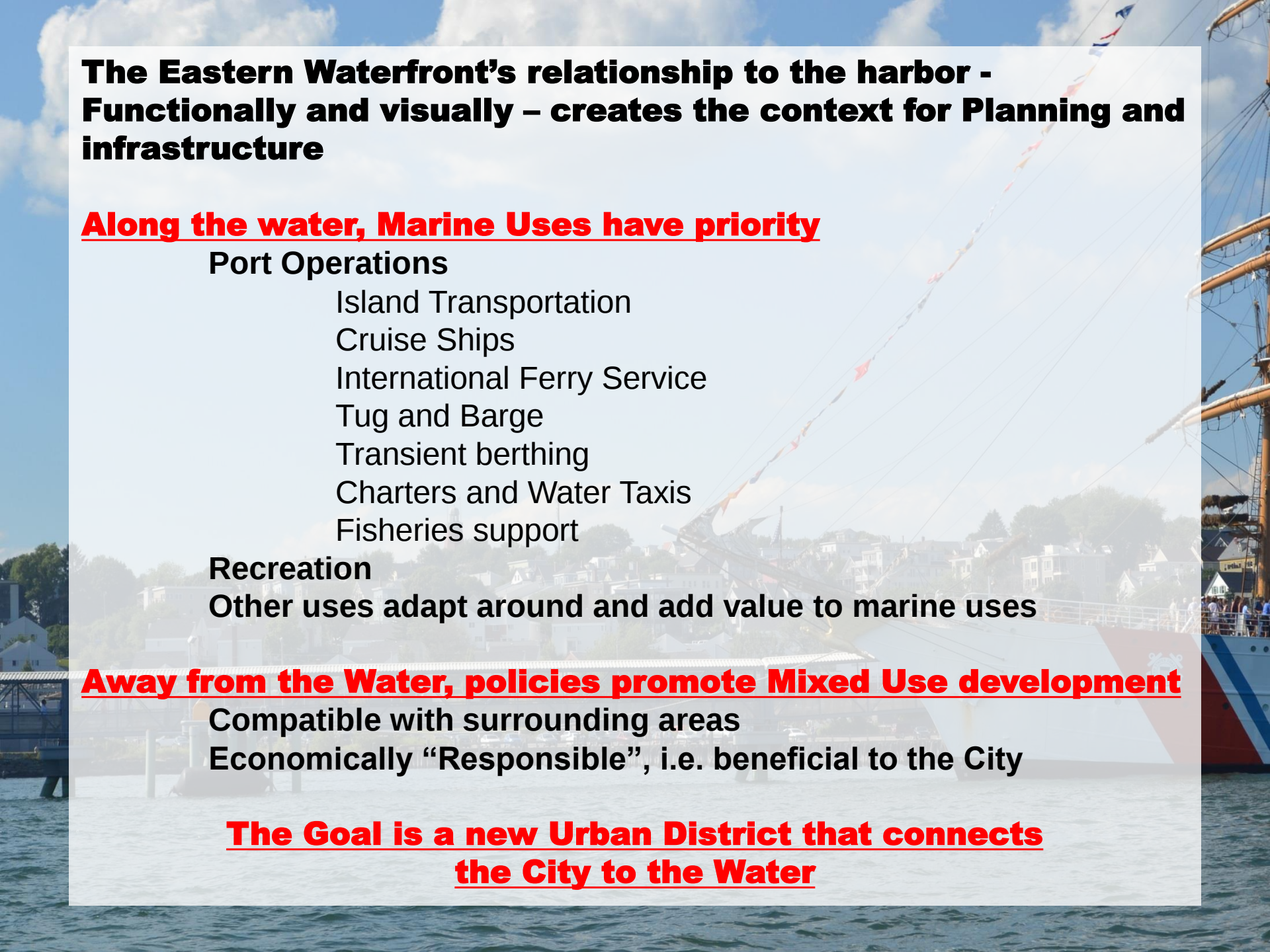
**6. New Pier
(between
Maine State
Pier and
Ocean
Gateway)**

Feasibility and
concept design
for a third pier
to expand
marine
passenger and
cruise ship
capacity

Project Area 1

Eastern Waterfront Master Plan and Portland Company Integration





The Eastern Waterfront's relationship to the harbor - Functionally and visually – creates the context for Planning and infrastructure

Along the water, Marine Uses have priority

Port Operations

- Island Transportation
- Cruise Ships
- International Ferry Service
- Tug and Barge
- Transient berthing
- Charters and Water Taxis
- Fisheries support

Recreation

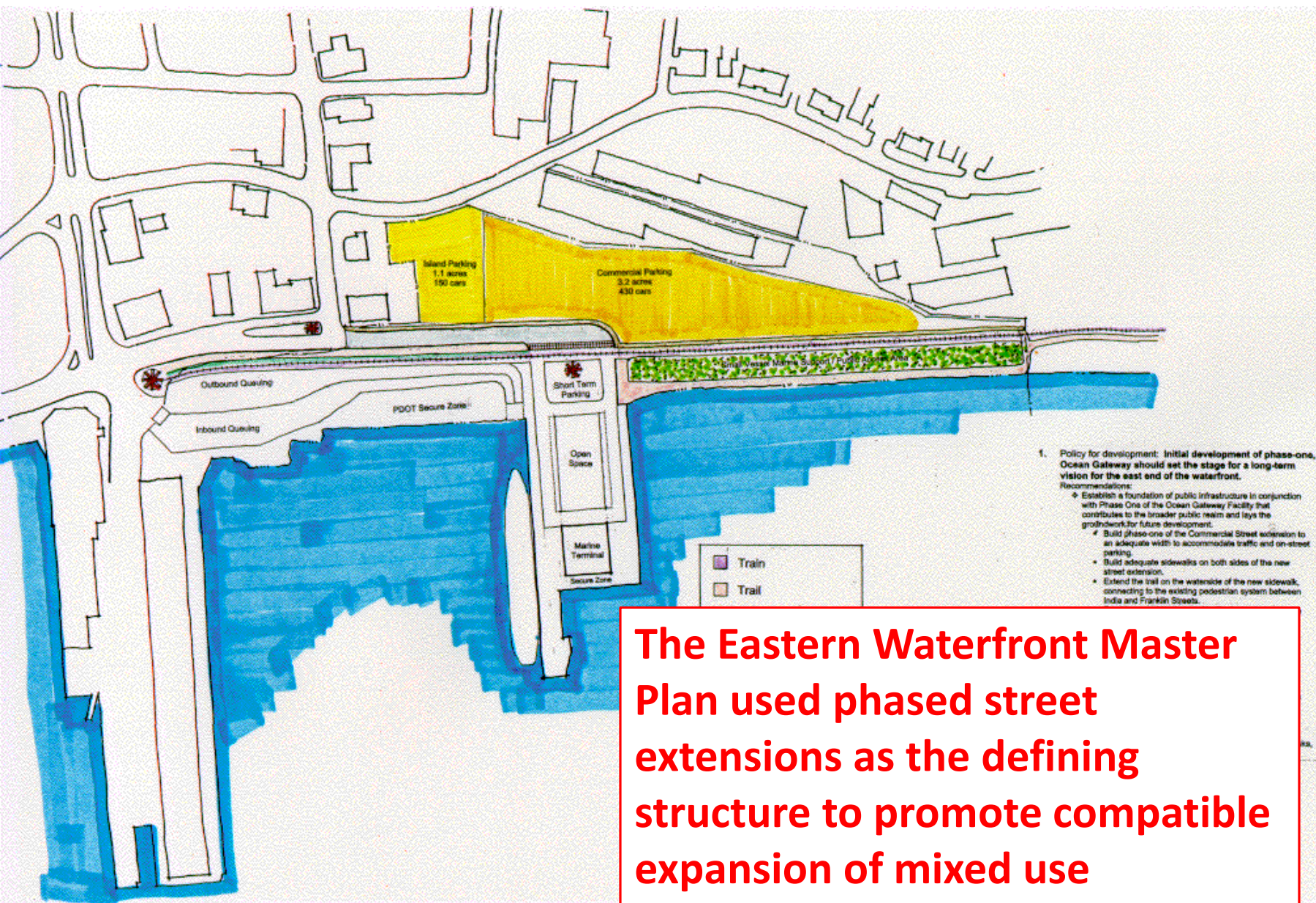
Other uses adapt around and add value to marine uses

Away from the Water, policies promote Mixed Use development

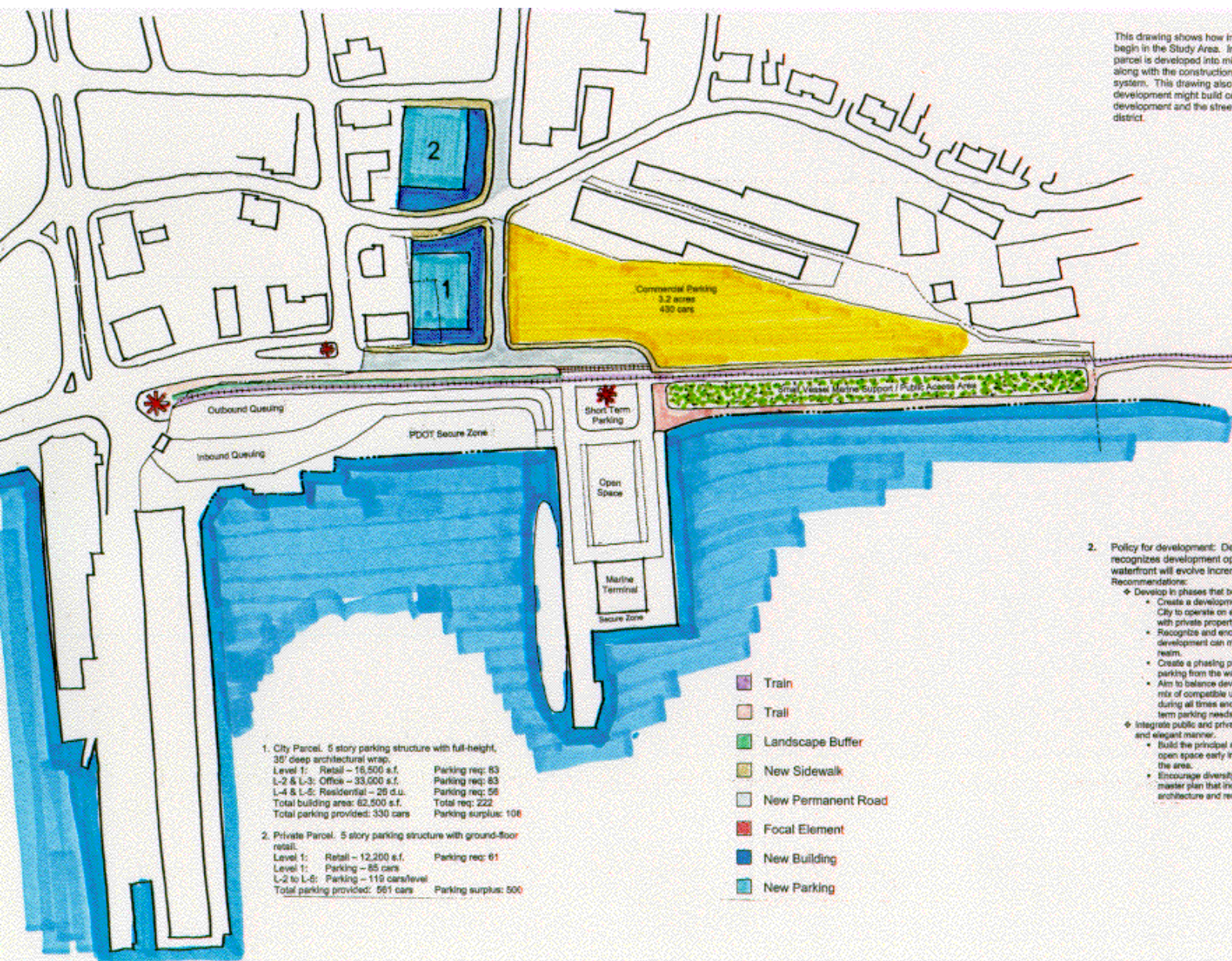
Compatible with surrounding areas

Economically “Responsible”, i.e. beneficial to the City

**The Goal is a new Urban District that connects
the City to the Water**

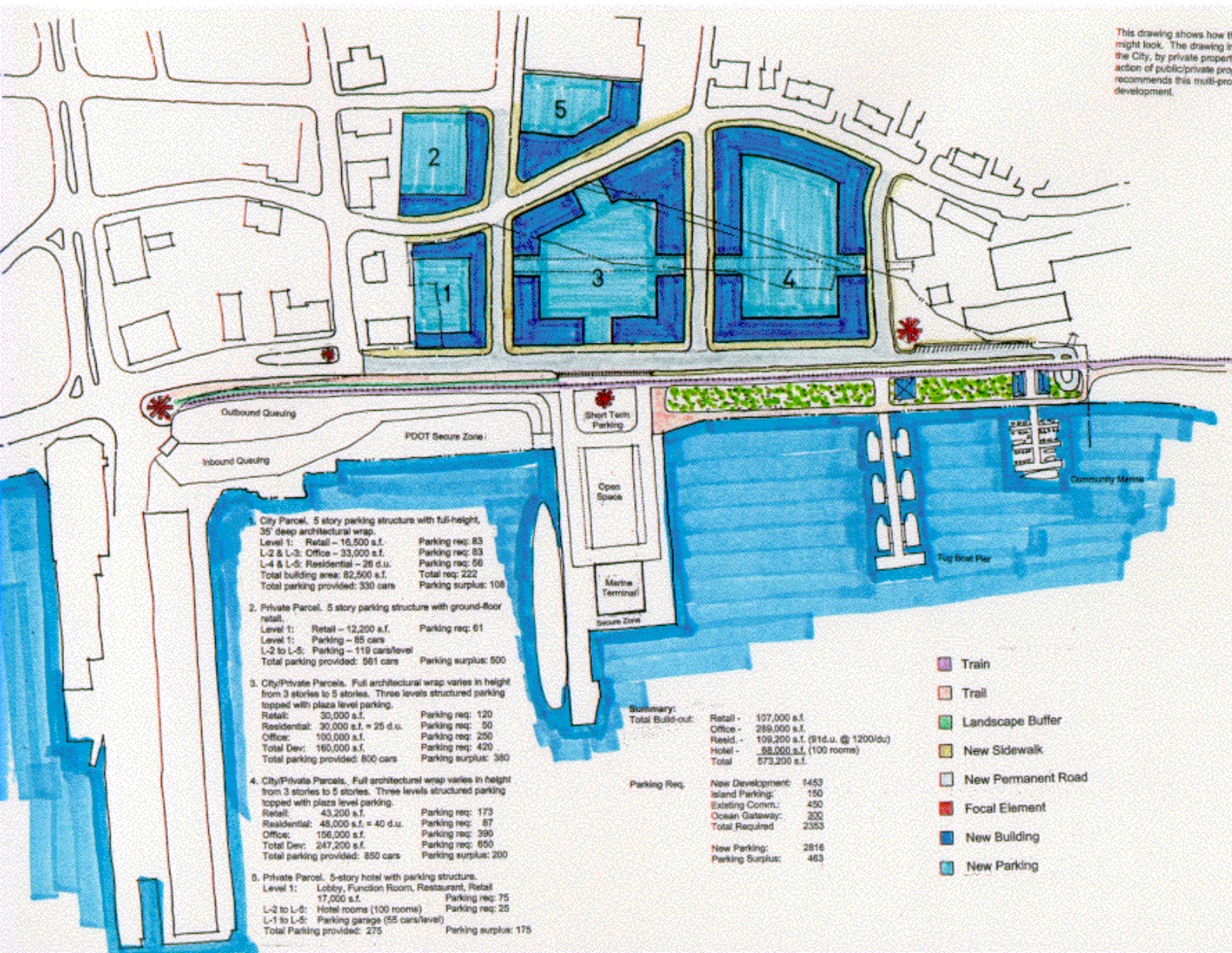


The Eastern Waterfront Master Plan used phased street extensions as the defining structure to promote compatible expansion of mixed use development

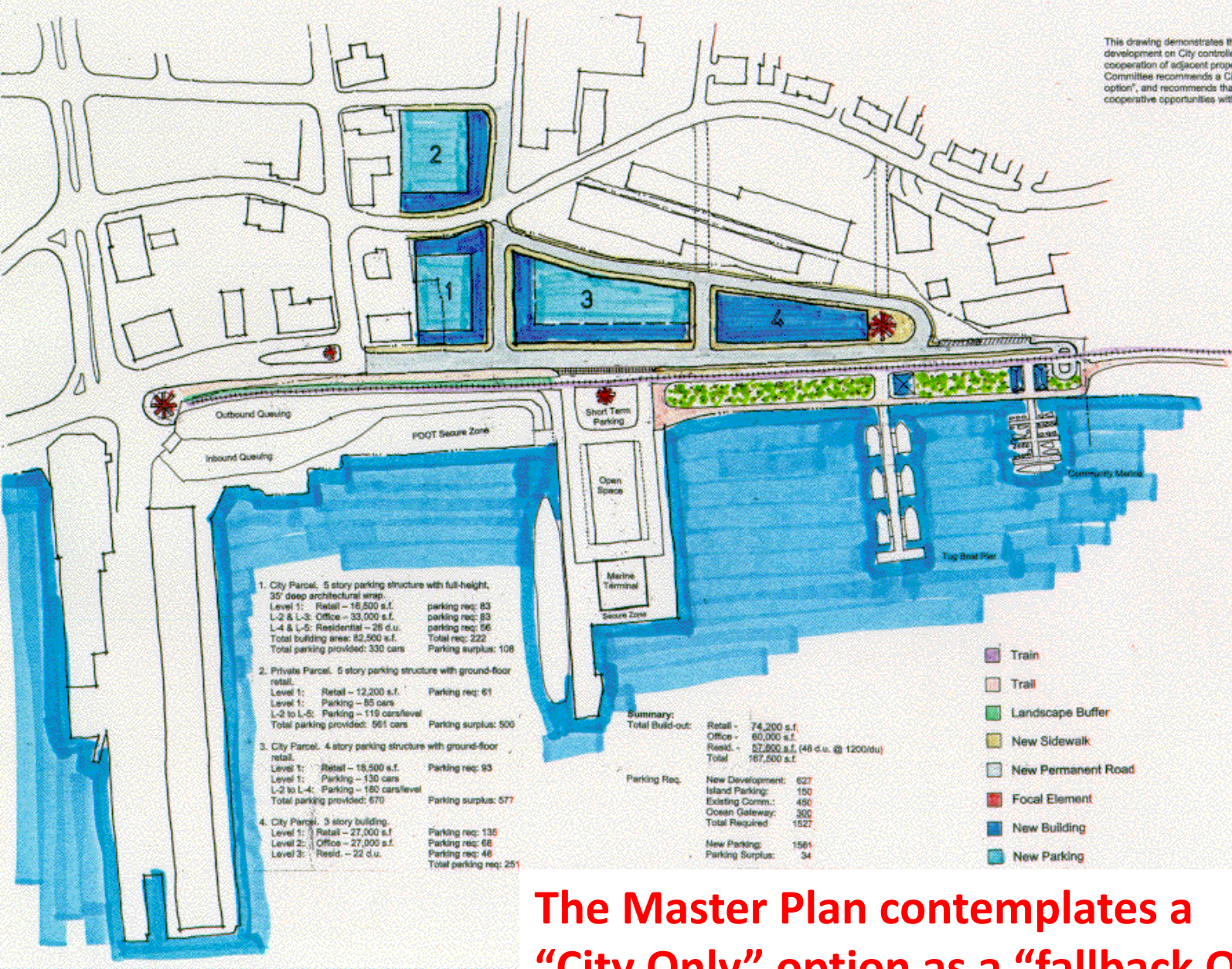


This drawing shows how incremental development might begin in the Study Area. In this drawing, a City controlled parcel is developed into mixed-use/residential and parking, along with the construction of phase-two of the street system. This drawing also imagines how an initial private development might build on the City's lead, extending development and the street system into the India Street district.

2. Policy for development: Develop a holistic view that recognizes development opportunities in the east end of the waterfront will evolve incrementally.
- Recommendations:**
- Develop in phases that both stand alone and work together.
 - Create a development-phasing scenario that allows the City to operate on a stand-alone basis, or in cooperation with private property owners.
 - Recognize and encourage the positive role private development can make in contributing to the public realm.
 - Create a phasing plan that begins to remove surface parking from the waterfront in the near term.
 - Aim to balance development at every step to provide a mix of compatible uses, activates the neighborhood during all times and seasons, addresses short and long term parking needs, and contributes to a walkable city.
 - Integrate public and private development in a positive, secure, and elegant manner.
 - Build the principal street system, pedestrian access and open space early in the process, setting the standard for the area.
 - Encourage diversity of architectural responses within a master plan that includes guidelines for timeless architecture and respect for human scale.



This drawing shows how the ultimate build-out of the district might look. The drawing imagines development initiated by the City, by private property owners, and by cooperative action of public/private property owners. The Committee recommends this multi-pronged and integrated approach to development.



**The Master Plan contemplates a
"City Only" option as a "fallback Option"**



2001 Waterfront Charrette
Image

Public Input showing a desire for both Active Marine use
and Mixed Use development



Gull's Eye View:
Potential Redevelopment Scenario
for the East End of the
Portland Waterfront

Portland Company
Integration was not
well explored, but
was anticipated

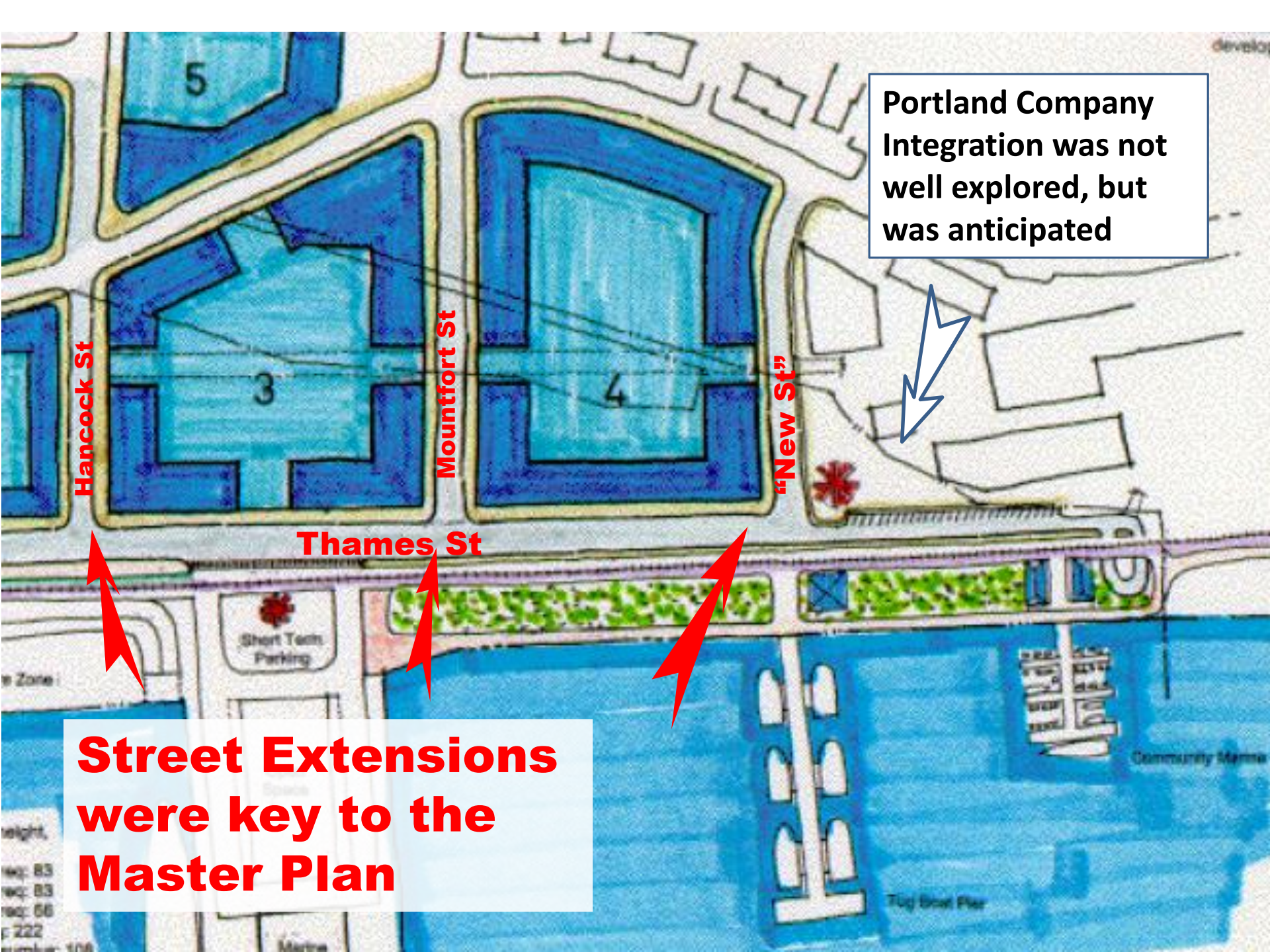
Hancock St

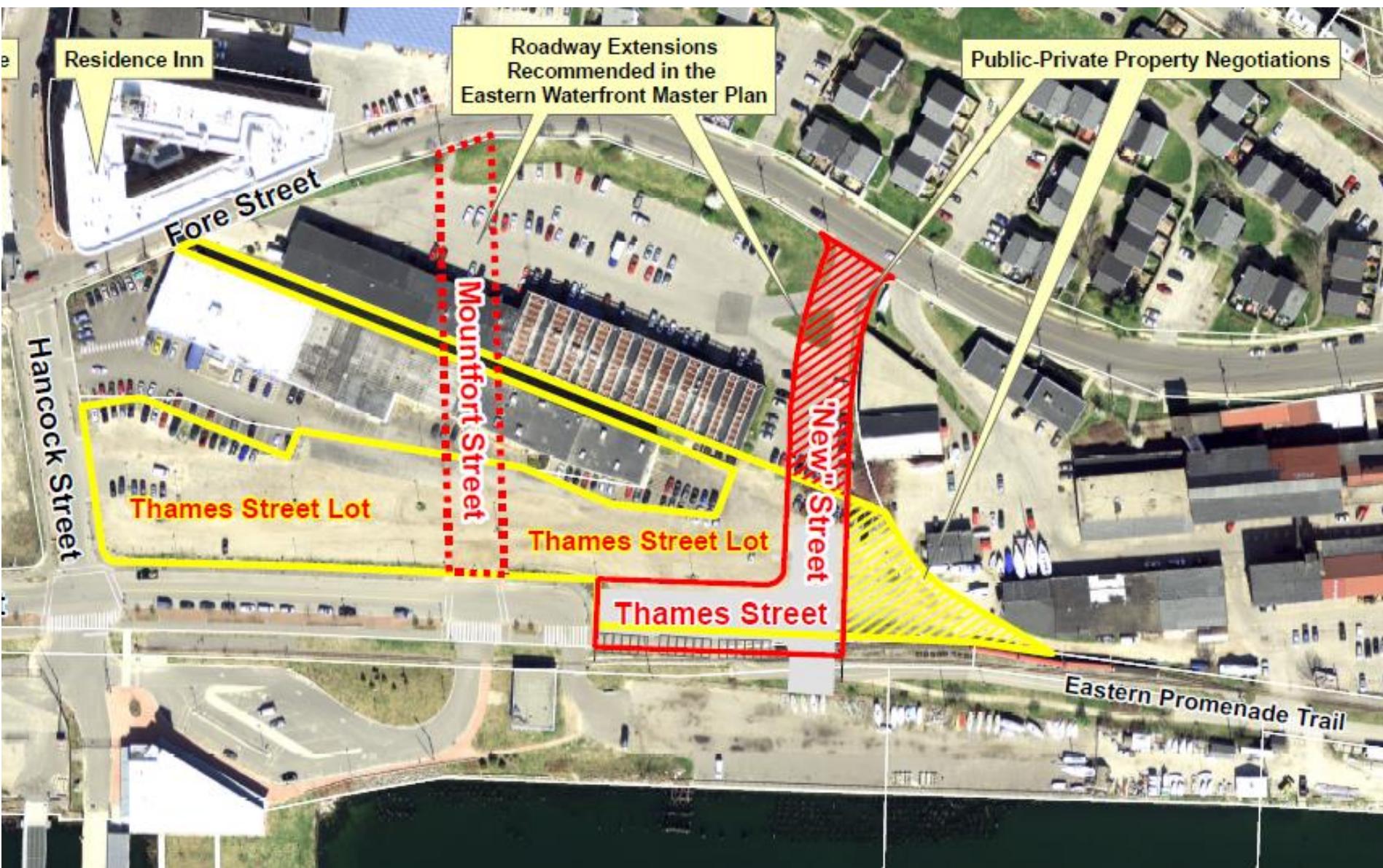
Mountfort St

"New St"

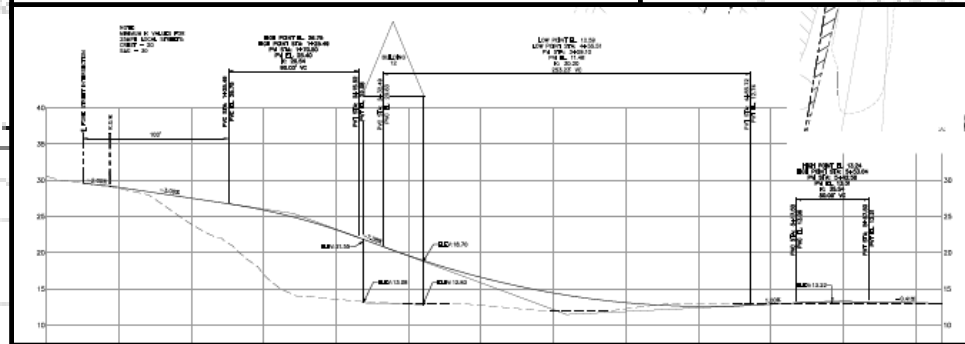
Thames St

**Street Extensions
were key to the
Master Plan**





Street Extensions Imply Public/Private cooperation and negotiations



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 12/25
 12/26
 12/27
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 12/30
 12/31

REITER & SON
CAPITAL NATIONAL TRADING
COMPANY
AND GENERAL MERCHANTS
ATTENTION: 7434/700
SAN FRANCISCO 10004/700

B/P
 124/80/70
 T 36.8 — 1.0
 C 100 mg

T.M.F.

THE
WORLD OF
WINE

100



New Streets and open spaces provide opportunity to support green infrastructure



City will look to implement the Master Plan Policies of providing compatible parking structures in conjunction with development and street infrastructure



Project Area 2

Amethyst Lot Program Definition and Open Space Design

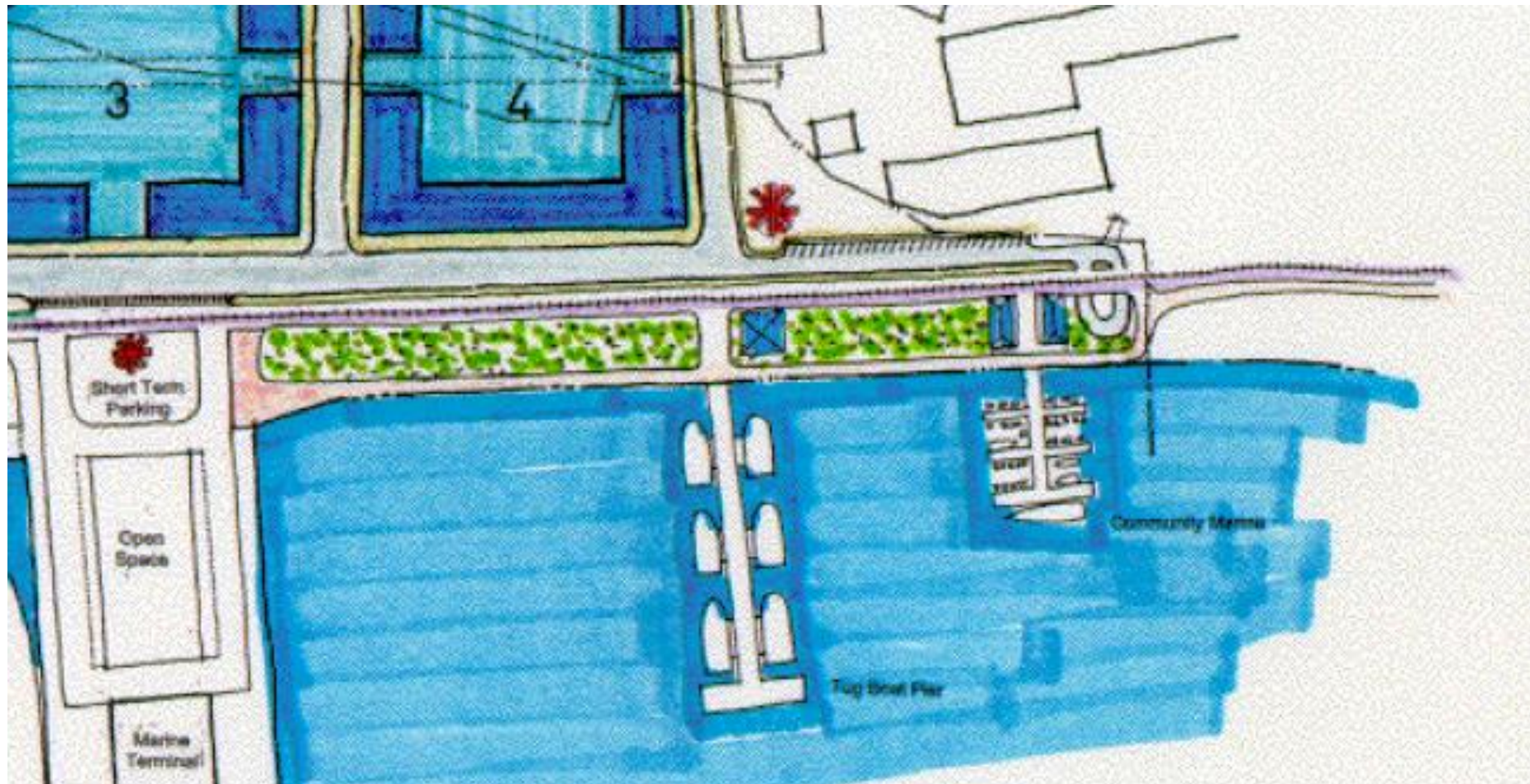




**With over 700 feet of quality water access,
the Amethyst Lot offers the City's last significant
opportunity to expand public access to the water**

Sail Maine and Taxi Queuing during Cruise Ship visits are the current primary uses of the Amethyst Lot





The Master Plan suggests integrated active marine use and open space with low scale structures and limited vehicular access

Planning Board approvals restrict use of the lot for parking



Street Section through Commercial Street extension at
Small Vessel Marine Support / Public Access Area

Excerpt from the Eastern Waterfront Design Guidelines

Waterfront Low Impact Zone Conceptual Layout Plan

June 28, 2004

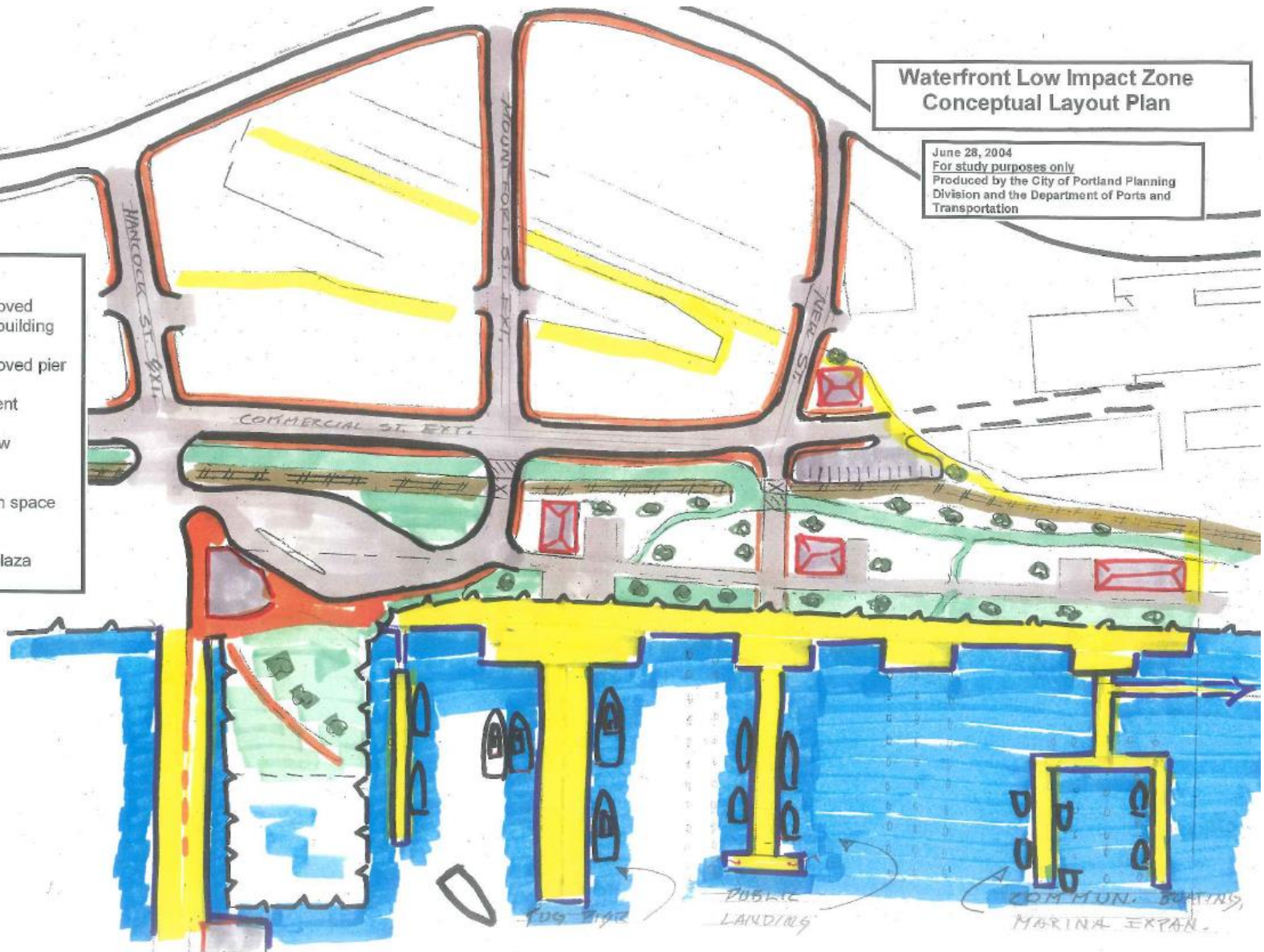
For study purposes only

Produced by the City of Portland Planning
Division and the Department of Ports and
Transportation

Legend

- New or improved marine use building
- New or improved pier
- New pavement
- Maine Narrow Gauge Rail
- Trail or green space
- Sidewalk or pedestrian plaza

Approx North
Scale: 1"=100' +/-



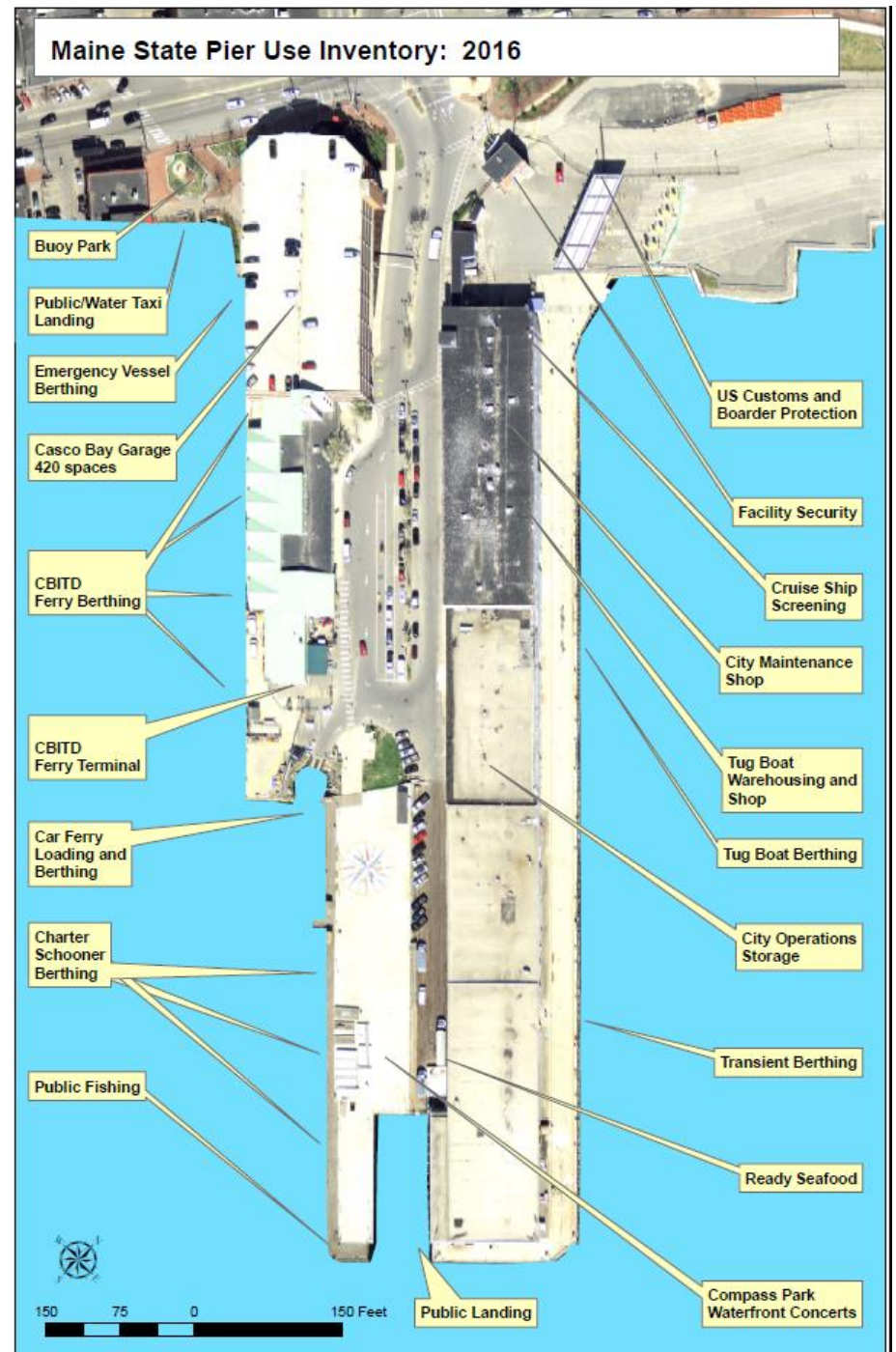
Sketch level thinking from 2004

Project Area 3
Maine State Pier
Circulation
and
CBITD Integration



Over 20 public and private operations share the Central roadway on Maine State Pier

Improved pedestrian and vehicular circulation is critical to serve existing and new uses

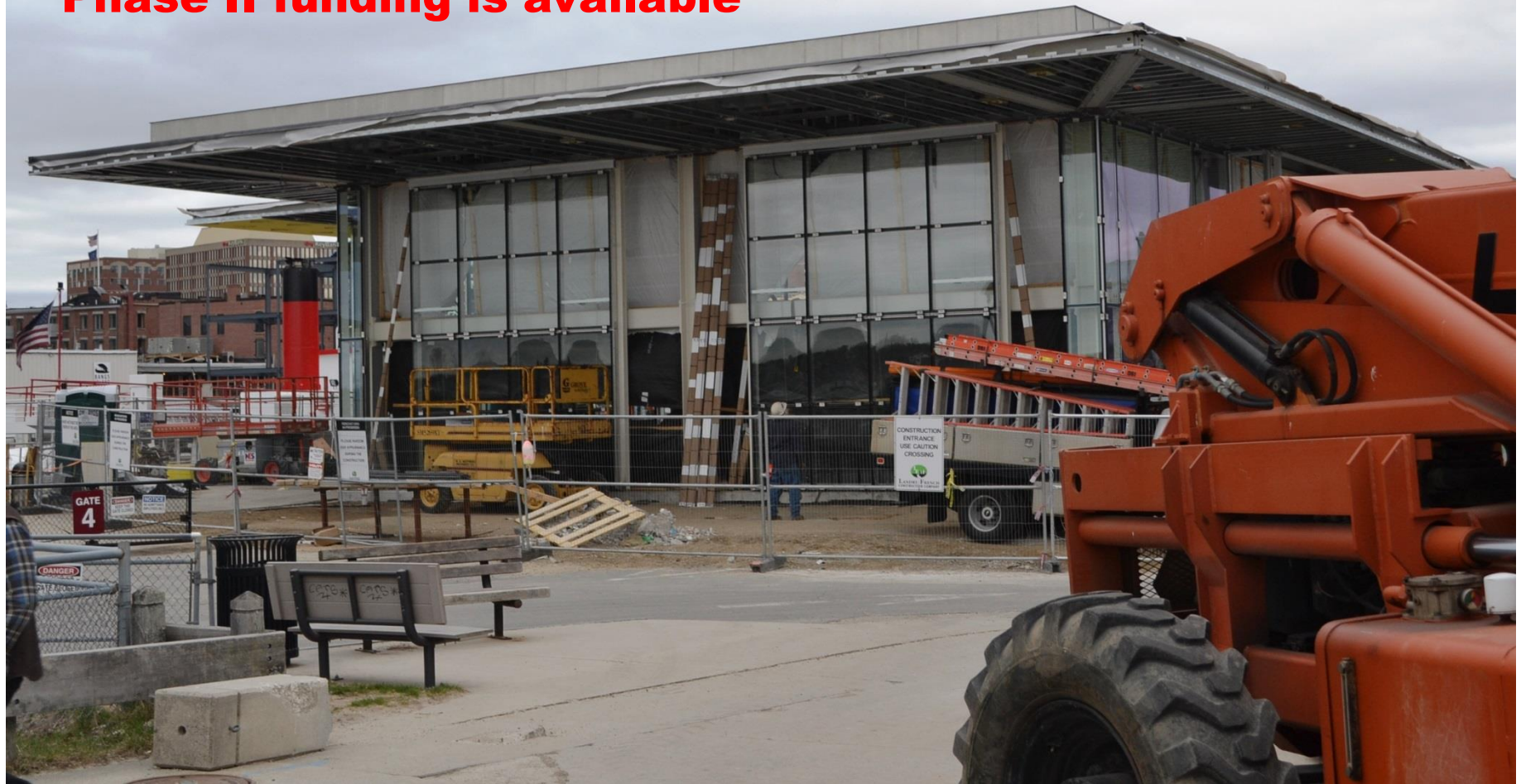


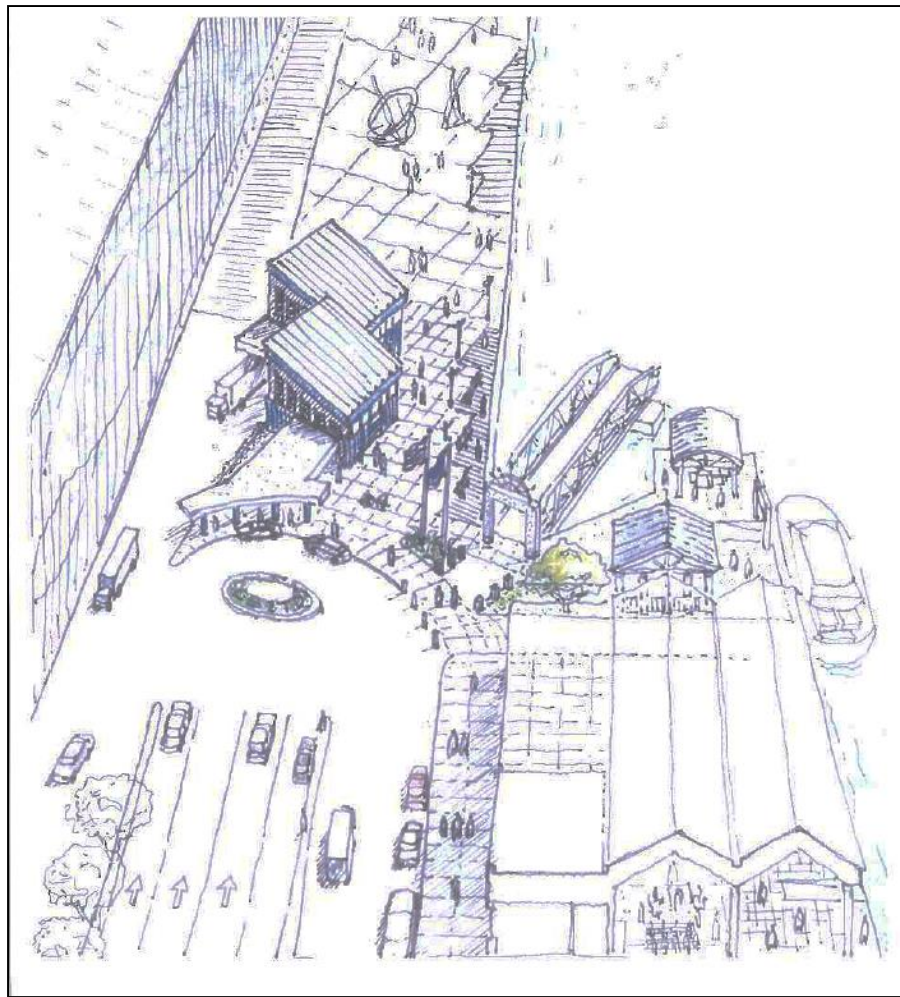


The current roadway and sidewalk system is clearly inadequate

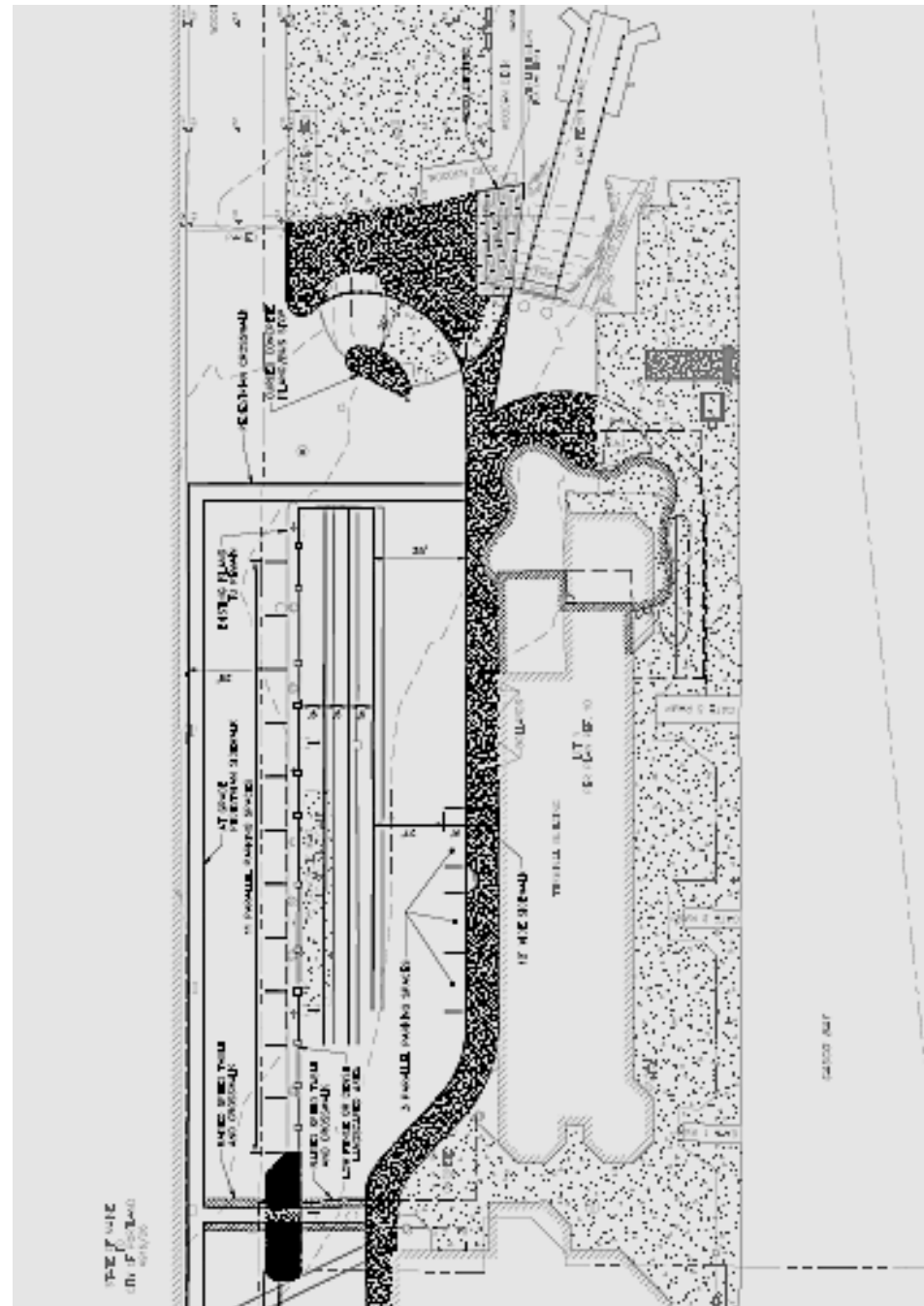
**2014 Terminal work at Casco Bay Lines did not address
Significant circulation concerns.**

Phase II funding is available





Multiple concepts have been considered in the past, but not implemented



Improved circulation is key to:

- Reducing congestions for existing Pier Tenants
- Retaining access to CBITD for Islanders
- Increasing events and concerts
- Expanding uses in the POT



Project Area 4

Portland Ocean Terminal Building Re-use Planning and Supporting Infrastructure

The Redevelopment of
the Maine State Pier is
informed by an adopted
Policy Statement,
approved by the City
Council in Sept 2006 as
an amendment to the
Eastern Waterfront
Master Plan

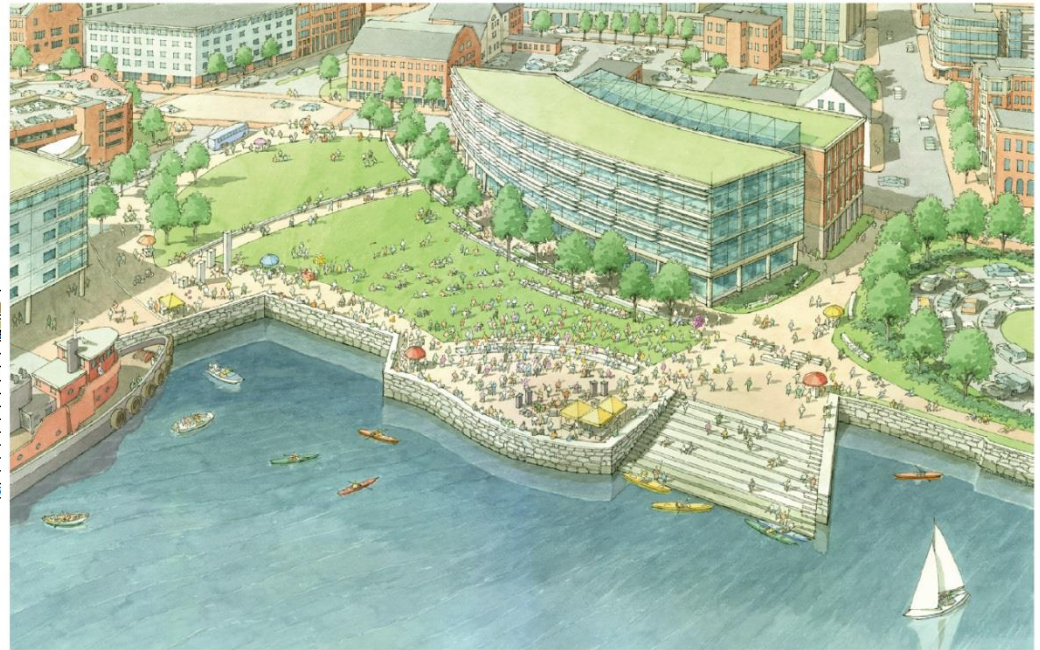


**The Portland Ocean Terminal:
900 feet long
95 feet wide
Vacant space
Significant condition issues**



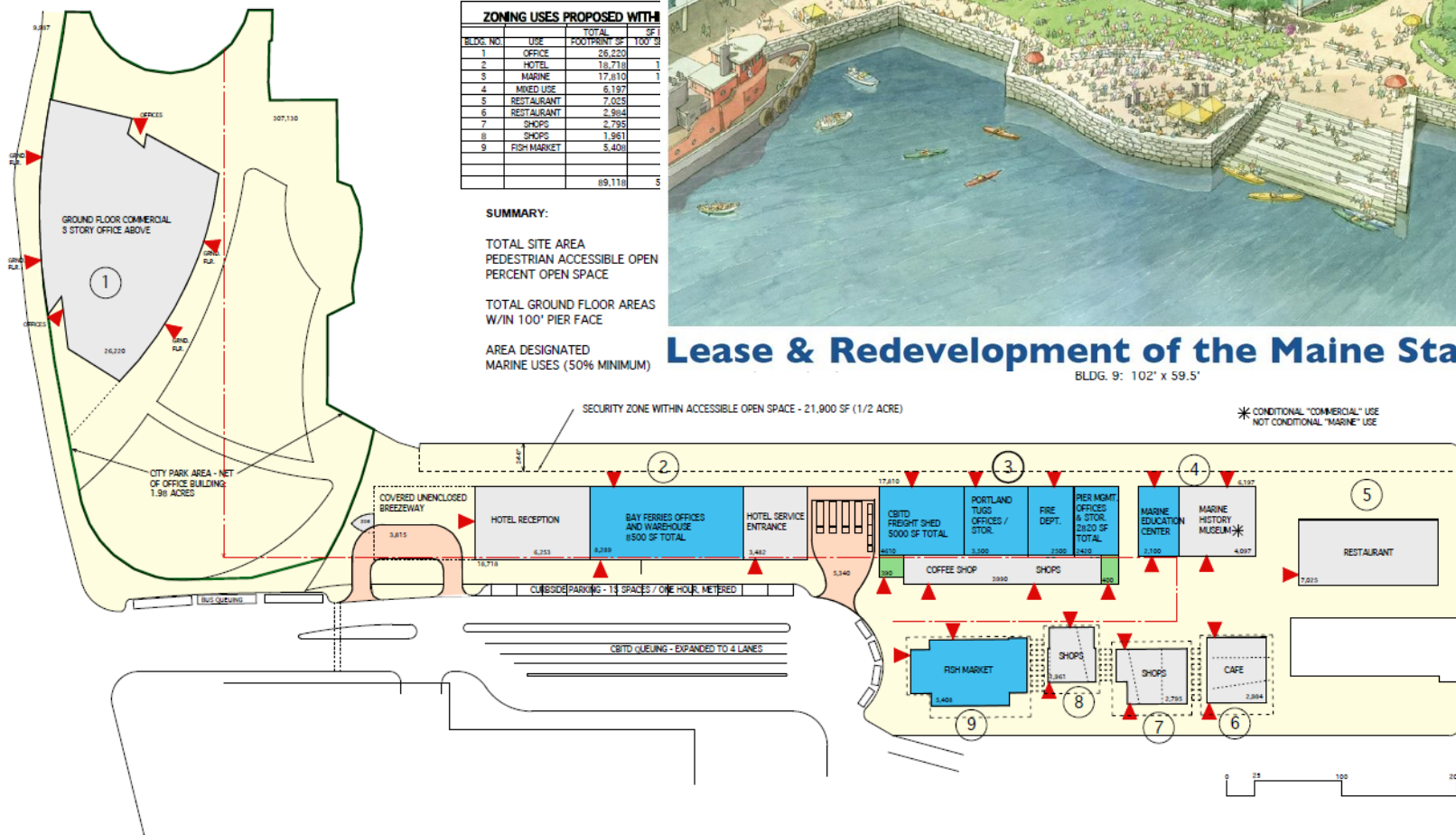
2006-2009 Maine State Pier RFP

Olympia Companies



Lease & Redevelopment of the Maine State Pier

BLDG. 9: 102' x 59.5'





2006-2009
Maine State Pier RFP

Ocean Properties

Both proposals eventually walked away.
 The Great Recession of 2008 didn't help





Following the failed RFP process, the City engaged the Public in a Maine State Pier “development options” planning process to identify a future for the Pier

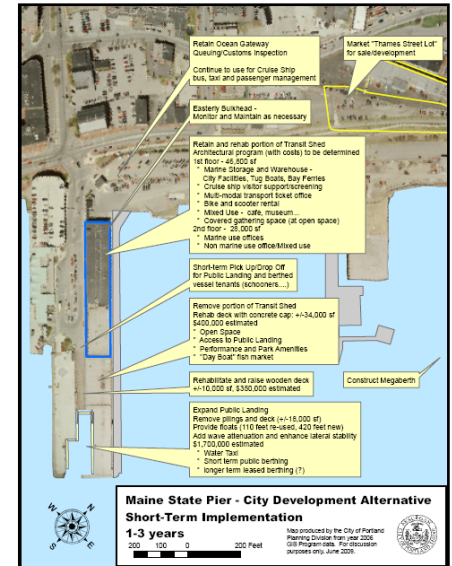
Uplands West Results

Example of results from 2009 process

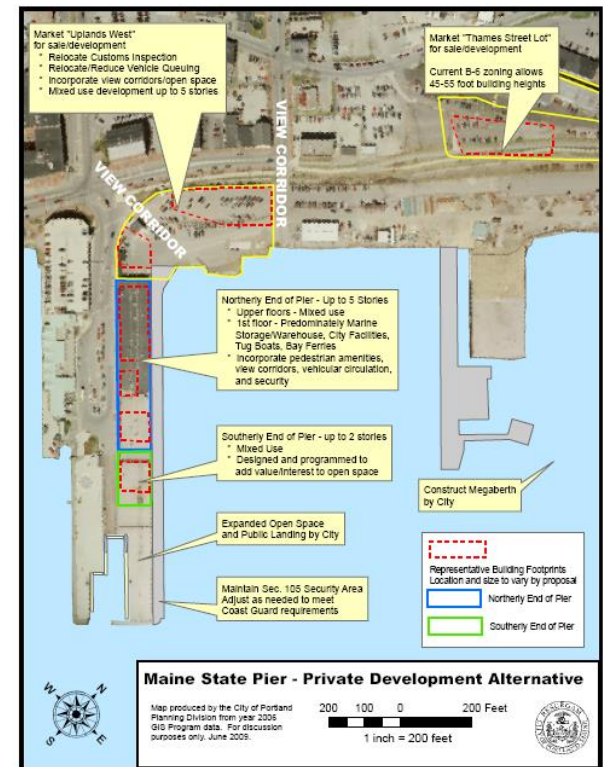
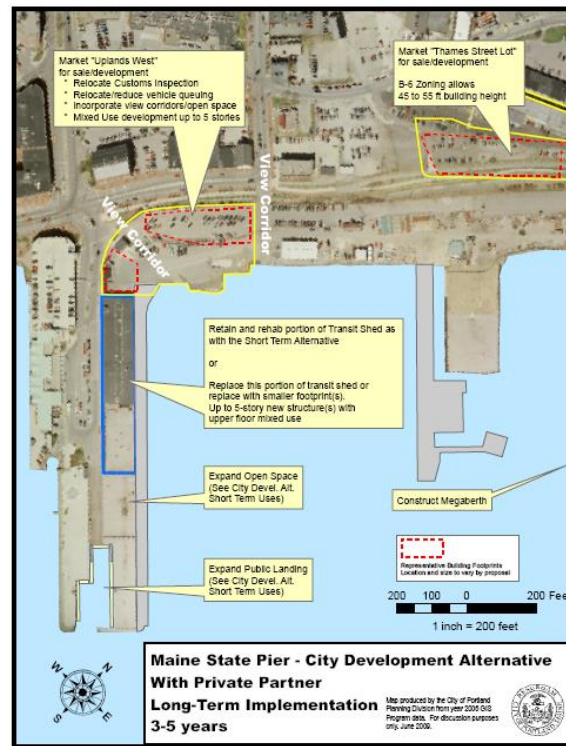
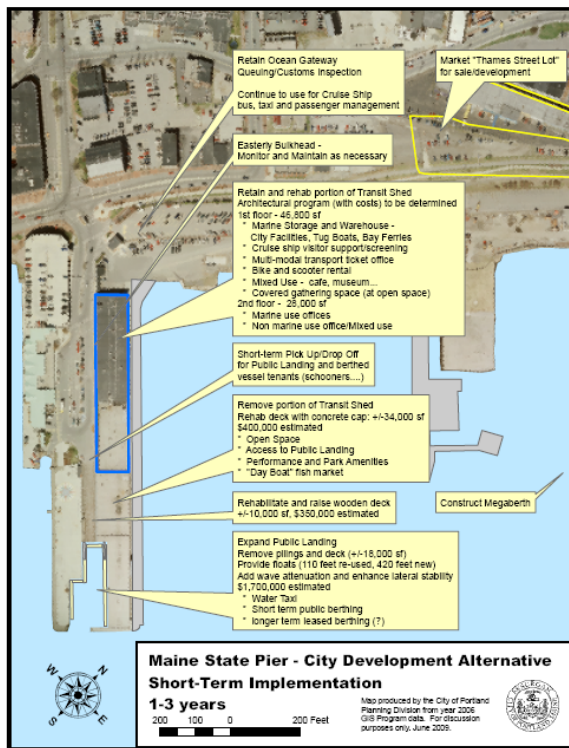
Upland West	1	2	3	4	5	6	7	8	9	10	11	
Policy Yes (Greatest potential for development)		X				X	X				X	4 out of 11
Option 1, Intense (mixe use) with Park		X				X'	X'				X	4 out of 11
Option 2, No Build												0 out of 11
Other, Minimal Development										X		1 out of 11
Other, Convention Center								X				1 out of 11
Other, All Park			X	X	X							3 out of 11
Other, Air rights over queuing, park use									X			1 out of 11
Expanded Park/ Open Space Use?		X	X	X	X	X'	X	X	X	X	X	10 out of 11
Park/View Corridor at Franklin Intersection?		X	X	X	X		X	X				7 out of 11
Marine Industrial/Trans Use?	x				X	X		X		X		5 out of 11
Mixed Use?		X				X	X	X		X	X	6 out of 11

MAINE STATE PIER

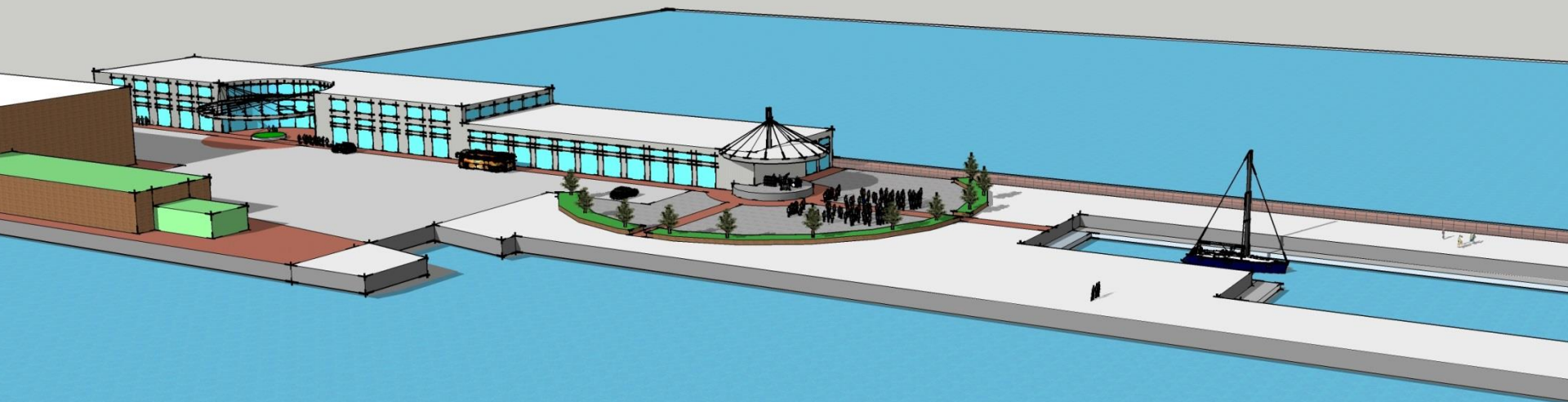
Development Alternatives Analysis: June 8, 2009



**Presentation to the City Council of Development Alternatives Reflecting
City Council Direction, Public Input, and Staff Recommendations**



The Council adopted a phased redevelopment scheme based on the results of the public process



Public and Council input pointed toward a smaller POT building, more vessel berthing, and more open space

While adopted by the Council as direction to staff,
Industrial interest in the pier (specifically by Lobster
Wholesaler, Ready Seafood) reoriented staff and Council
focus onto Marine Industrial uses



The future use and redevelopment of the Maine State Pier remains a complicated issue requiring policy direction



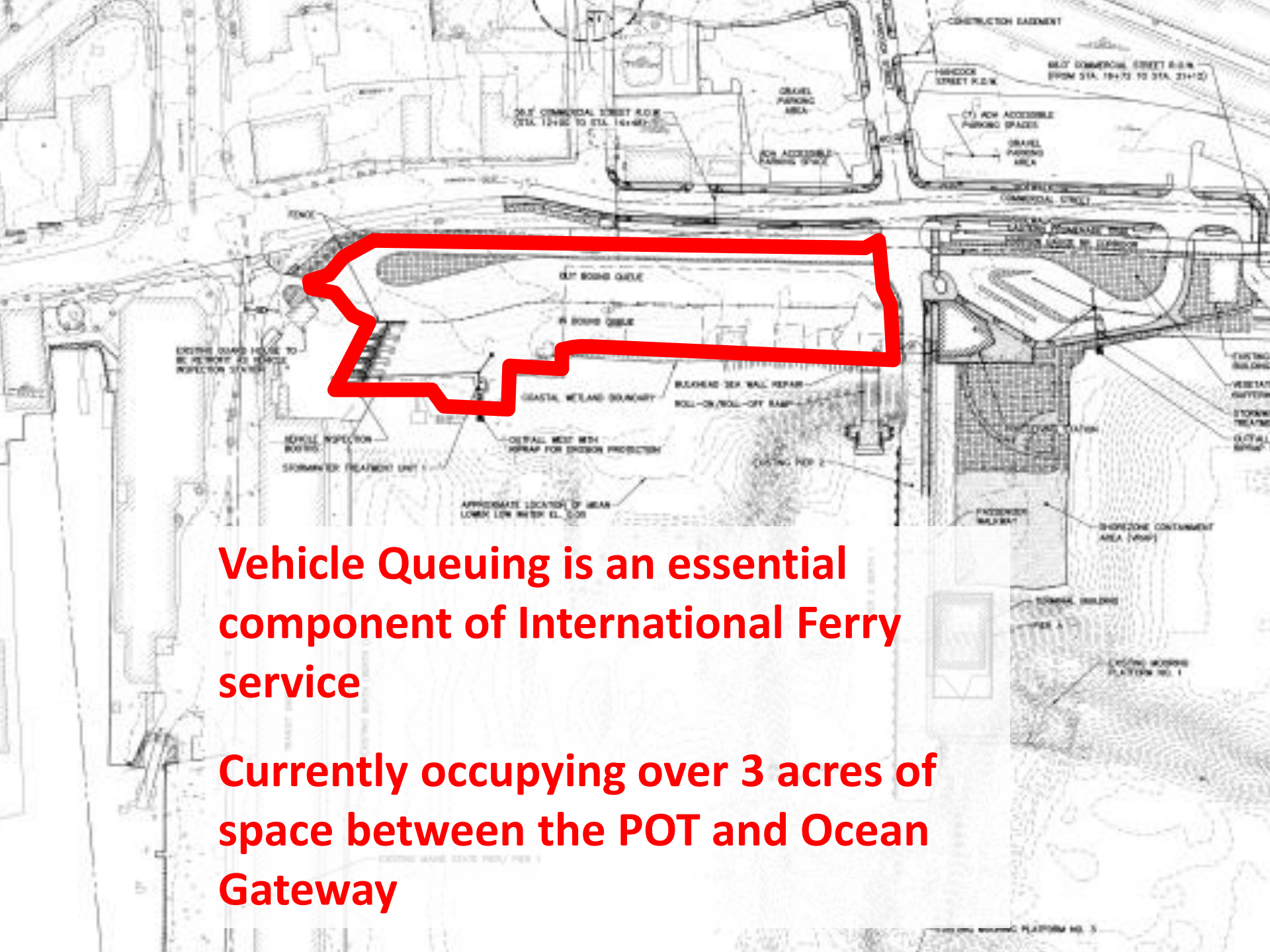
Project Area 5

Ocean Gateway Queuing Lanes





Ocean Gateway queuing: current condition

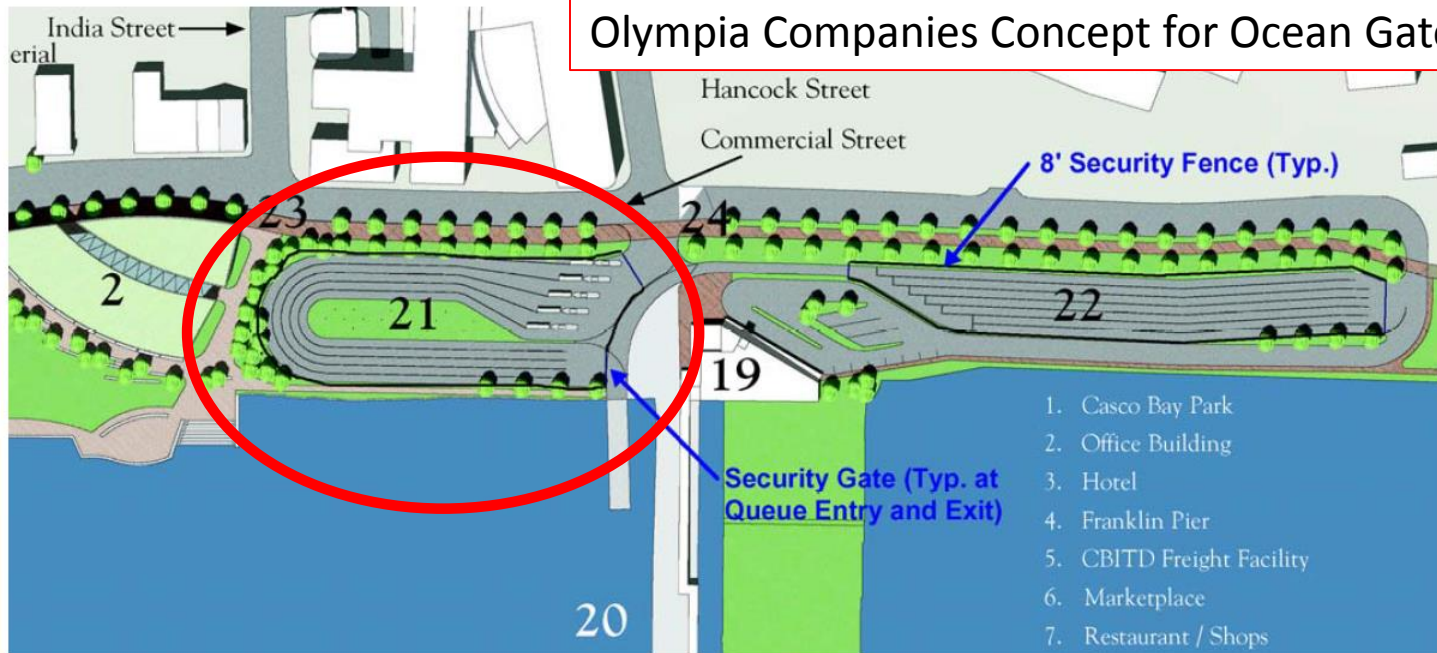


The image is a detailed site plan for the International Ferry service area. A large, irregular red outline highlights a central area labeled 'VEHICLE QUEUING'. This area is situated between '5015 COMMERCIAL STREET R.O.W.' to the north and 'OCEAN GATEWAY' to the south. Other features include 'GRASSY WETLAND BOUNDARY', 'ROLL-ON/ROLL-OFF RAMP', 'PASSENGER WALKWAY', and 'SHORELINE CONTAINMENT AREA (VORV)'. The plan also shows various parking areas, including 'ON-ACCESSIBLE PARKING SPACE' and 'ON-ACCESSIBLE PARKING SPACE', and a 'VEHICLE QUEUING' area. The text 'VEHICLE QUEUING' is written in all caps within the red outline.

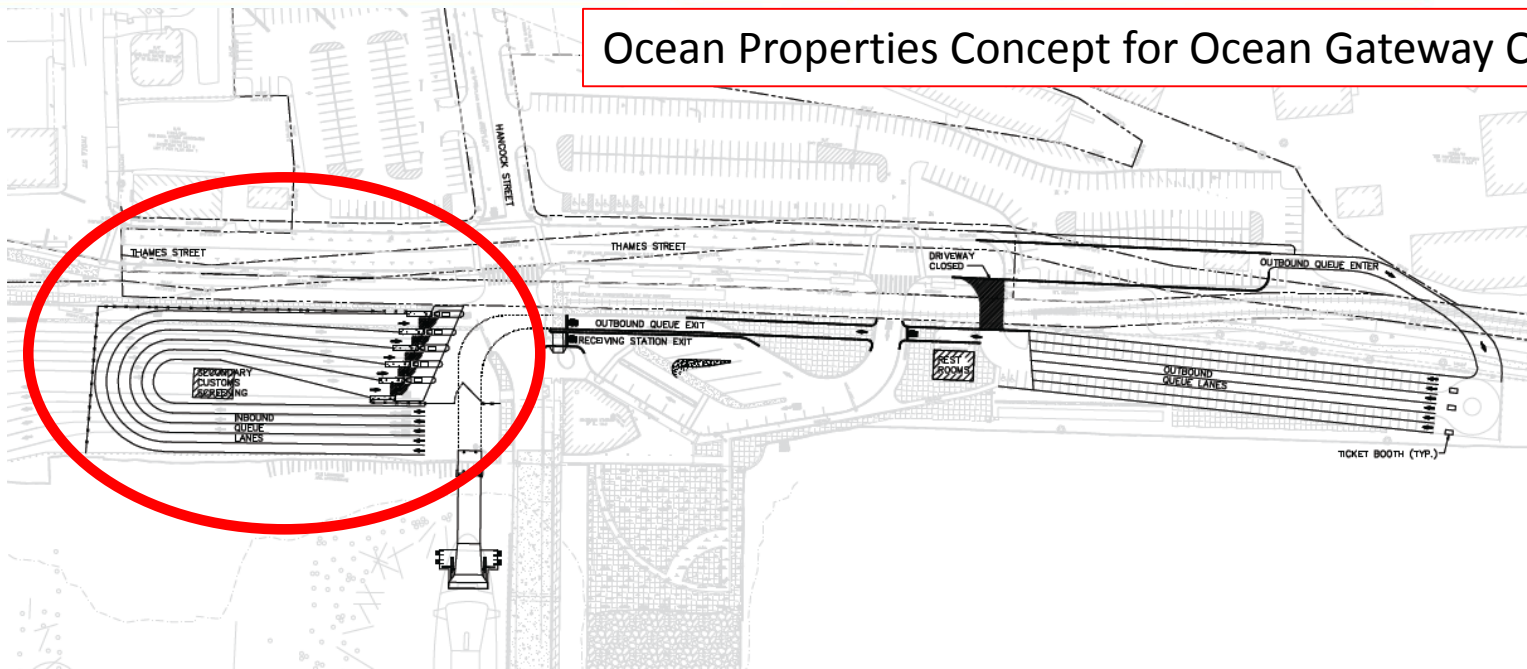
Vehicle Queuing is an essential component of International Ferry service

Currently occupying over 3 acres of space between the POT and Ocean Gateway

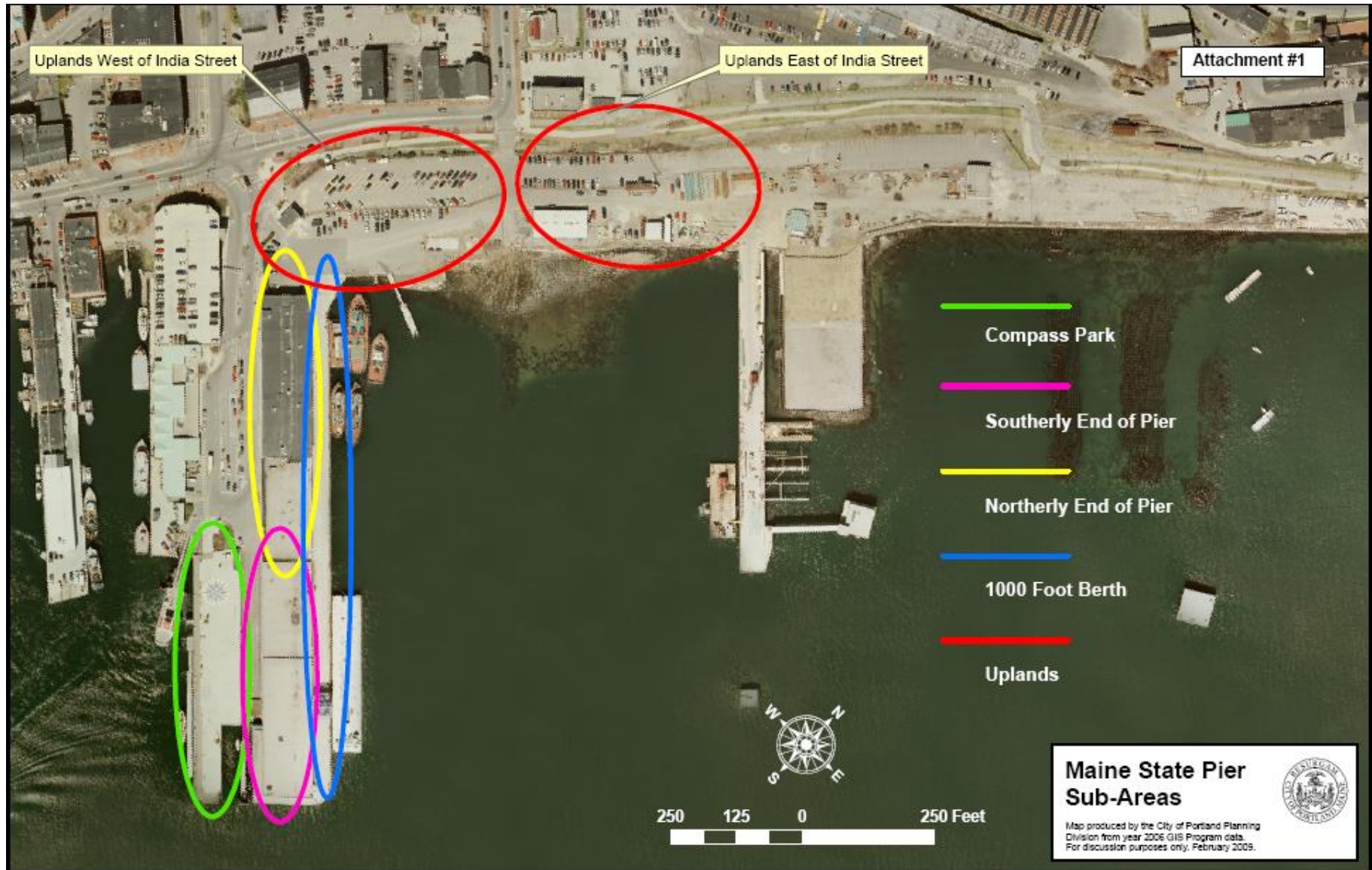
Olympia Companies Concept for Ocean Gateway Queuing



Ocean Properties Concept for Ocean Gateway Queuing



The 2009 process asked the Council and the Public to evaluate uses of the Queuing areas



Excerpt of approved Council Order

order 54-09/18
Tab 19 9-9-09

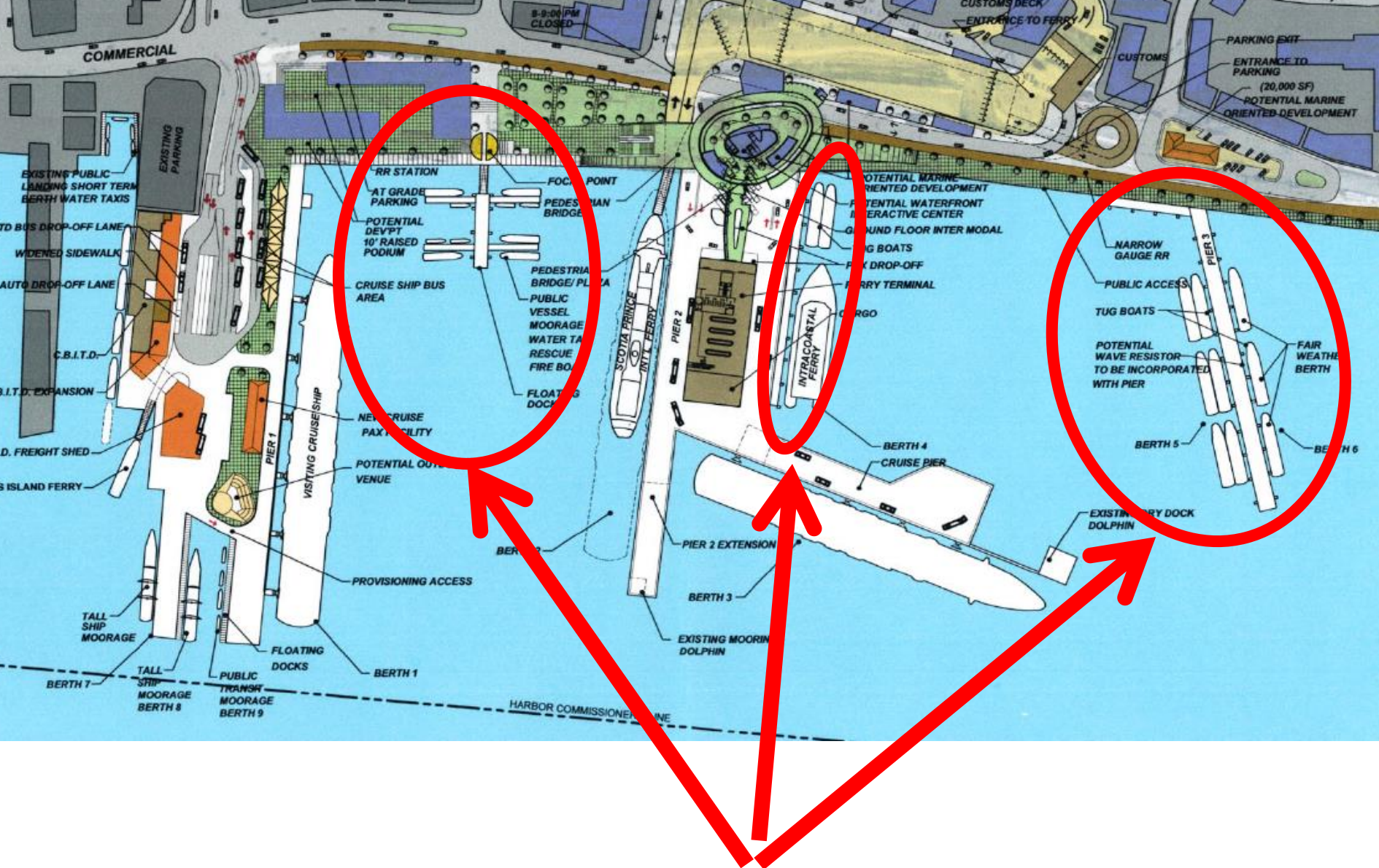


5. Uplands West of India Street. Retain Ocean Gateway queuing , customs inspection and multimodal uses.
6. Uplands East of India Street. Retain Ocean Gateway queuing , customs inspection and multimodal uses.

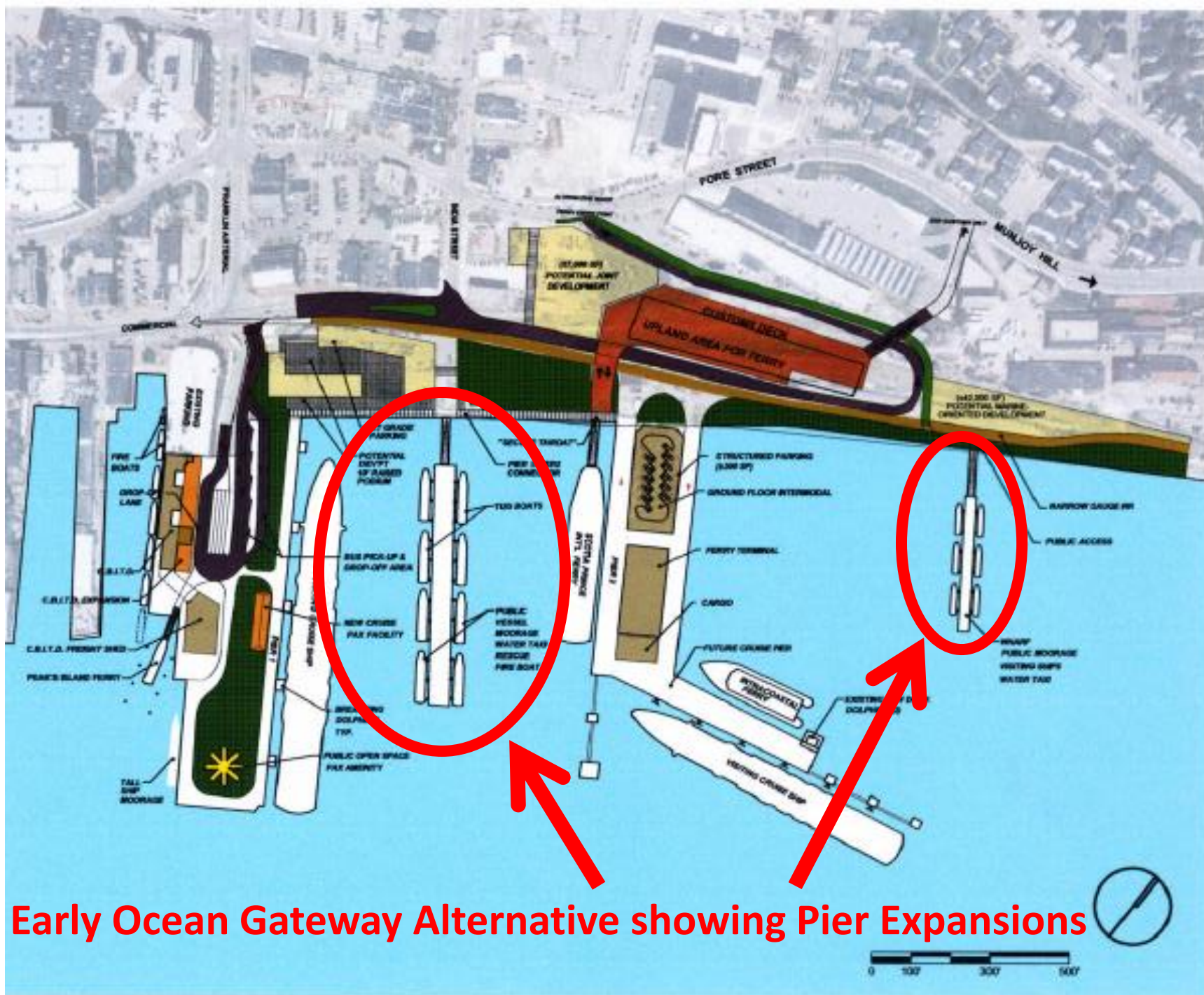
Project Area 6

New Pier – Tug Boats and Home Port Cruise Ships





Pier Expansion in the EWF has been an identified goal since 2001



Early Ocean Gateway Alternative showing Pier Expansions

Expanded berthing will:

- Accommodate growing Cruise Ship demand
- Expanded “home port” ship turn arounds
- Reduce relocation of tugs during cruise ship visits



**Environmental and Sediment conditions
will make this project complex**



Conclusions



Integrated project planning within the Eastern Waterfront remains an ongoing and necessary program for the City

OCEAN GATEWAY-PORTLAND, MAINE
PREFERRED ALTERNATIVE

PREPARED FOR: CITY OF PORTLAND & MAINE DEPARTMENT OF TRANSPORTATION
PREPARED BY:  BEA
IN ASSOCIATION WITH:
HALEY & ALDRICH
PARSONS BRINCKERHOFF
STANTEC
PERATROVICH, NOTTINGHAM & DRAGE



5 APRIL 2001

Figure 11-4

**We should be cautious of allowing the
grand becoming the enemy of the achievable**

Existing Policies and Previous Successes provide the framework moving forward

Questions?



Overview of CCM RIS Services: RIS is Maine's only resettlement agency. We serve primary refugees, secondary migrants and asylees. We work largely through federal grants administered by the State of Maine, with some assistance from private donors and small grant foundations.

Forced Migration Data:

Worldwide = (60 Million Forcibly Displaced) 20 Million Refugees

U.S. admission in 2015 = 70,000, Projected 2016 = 85,000

Maine admission in 2015 = 442, Projected 2016 = 525

RIS required services for primary refugees:

Airport pick up

Securing affordable, safe, housing

Initial food and clothing

Applying for public assistance

School enrollment

PHN intake

Medical appointment with primary care doctor

Cultural orientation

Employment support

RIS services available to refugees, asylees, and secondary migrants

Limited Case Management

Employment Services

Family reunification (AOR)

Mentorship and American Friends Program

Referrals to other service providers

Elder Services

Employment support

Contact Information:

Tarlan Ahmadov, Director
523-2729

Hannah DeAngelis, Assistant Director
523-2745

CCM RIS Clients Served in FY15

LEWISTON		PORTLAND		AUGUSTA	
<u>Primary Refugees</u>		<u>Primary Refugees</u>		<u>Primary Refugees</u>	
Somalia	115	Iraq	160	Iraq	29
Iraq	17	Somalia	77	Total	29
Congo	16	Congo	4		
Total	148	Afghanistan	3		
		Eritrea	3		
		Iran	1		
		Total	248		
<u>Asylee</u>		<u>Asylee</u>		<u>Secondary Migrants</u>	
Somalia	4	Burundi	23	Iraq	4
Djibouti	1	Angola	5	Total	4
Total	5	Eritrea	5		
		Congo	8		
		Rwanda	15		
		Syria	4		
		Egypt	2		
		Mali	1		
		Somalia	2		
		Djibouti	1	Grand Totals:	
		USA born minors	5		
		Total:	71	Primry Refugees:	425
				Asylee:	76
				SIV:	17
				Cuban Entrant:	3
<u>SIV</u>		<u>SIV</u>		Secondary Migrants:	60
Afghanistan	1	Iraq	9	Trafficking Victims:	2
Total:	1	Afghanistan	7		
		Total:	16		
		<u>Entrant Parolee</u>			
		Cuba	3		
		Total:	3		

Overview of CCM RIS Services: RIS is Maine's only resettlement agency. We serve primary refugees, secondary migrants and asylees. We work largely through federal grants administered by the State of Maine, with some assistance from private donors and small grant foundations.

Definitions: refugees are people fleeing persecution that have been designated refugee status by the UNHCR abroad. Secondary migrants are refugees who have been resettled in another state and chosen to move to Maine. Asylees are people who have come to the US on a valid visa, applied for asylum and been granted asylum once here.

Challenges faced by clients:

Integration:

- Language learning
- Cultural learning
- Attaining employment
- Unrecognized credentials/starting over

Isolation

- Social
- Cultural
- Economic

Resettlement

- Affordable housing
- Legal needs
- Meeting basic needs
- Assessing health care needs

Loss and Trauma

- Physical
- Emotional
- Mental
- Bad news from home

How you can help:

- Volunteer with one of our programs
- Donate
- Donate goods: furniture, toiletries, school supplies, etc.
- Prioritize language access through interpreting and translation services



Catholic Charities Maine

Inspired by scripture and the Church's social teaching, Catholic Charities empowers and strengthens individuals and families of all faiths by providing innovative community-based social services throughout Maine.

25 programs state wide

Serving 55,000 Mainers a year

Nationally accredited by the COA

Funded through federal grants, private grants and individual donations



Catholic Charities Maine

Refugee and Immigration Services

Mission:

- ❖ *To encourage and support refugees to become self-sufficient members Maine communities*
- ❖ *To work with communities to create a welcoming environment for refugees*



CCM Refugee and Immigration Services

Who we serve:

- **Primary Refugees**
- **Secondary Migrants**
- **Asylees**



Refugee



Refugee: A person who is unable to return to their country of origin because of a well-founded fear of persecution based on race, religion, nationality, political opinion, or membership in a particular social group.



Secondary Migrants

Secondary Migrant:

Entered the US as a refugee, was resettled in one State, then chose to move to another State.



Asylum Seeker

Asylum Seeker:

A person who, from fear of persecution for reasons of race, religion, social group, or political opinion, ***has crossed an international frontier into a country with a legal visa in which they hope to be granted refugee status***



Asylee

Asylee:

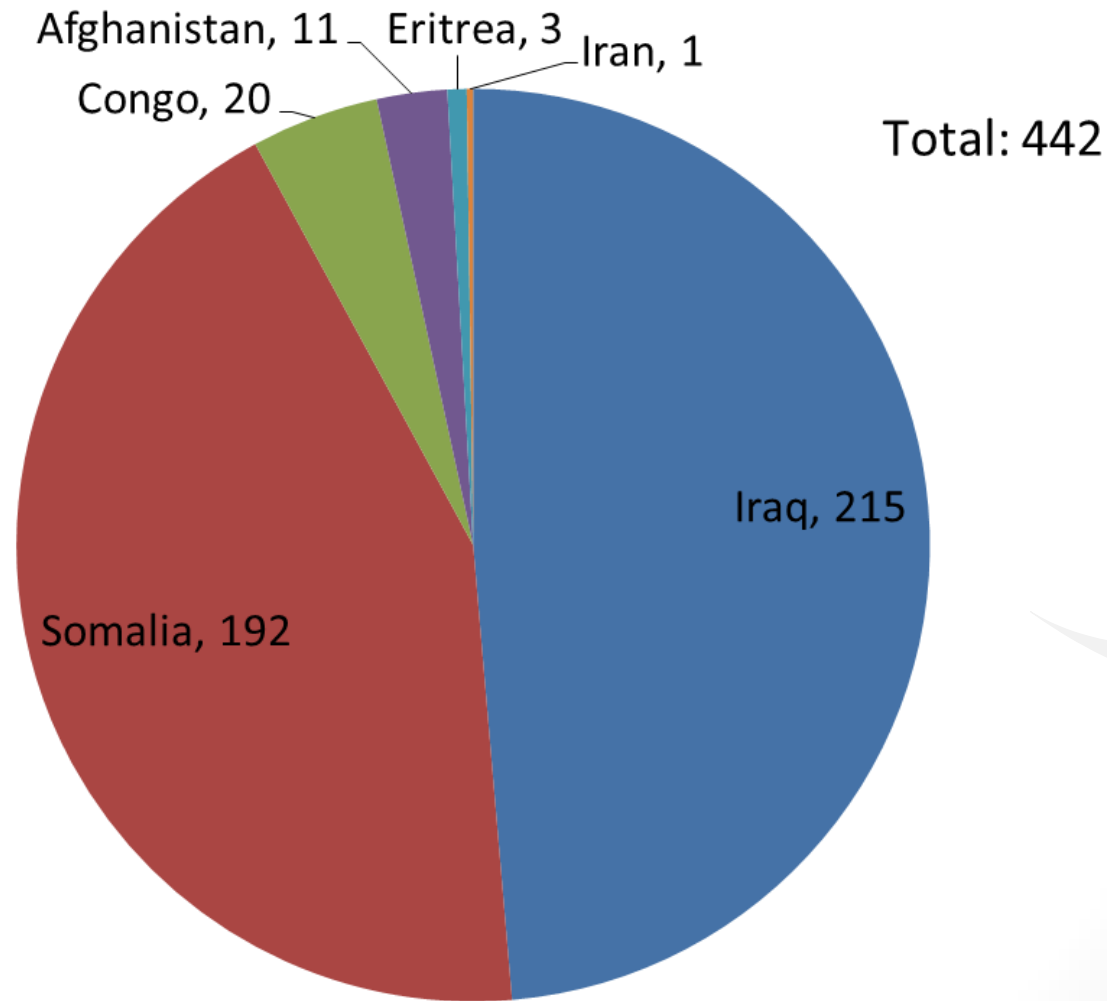
- An person who sought protection by submitting an asylum application to the United States Citizen and Immigration Services (USCIS) ***and has been granted political asylum.***

Number of Intakes served by RIS/CCM by Location, Status FY10 - FY15

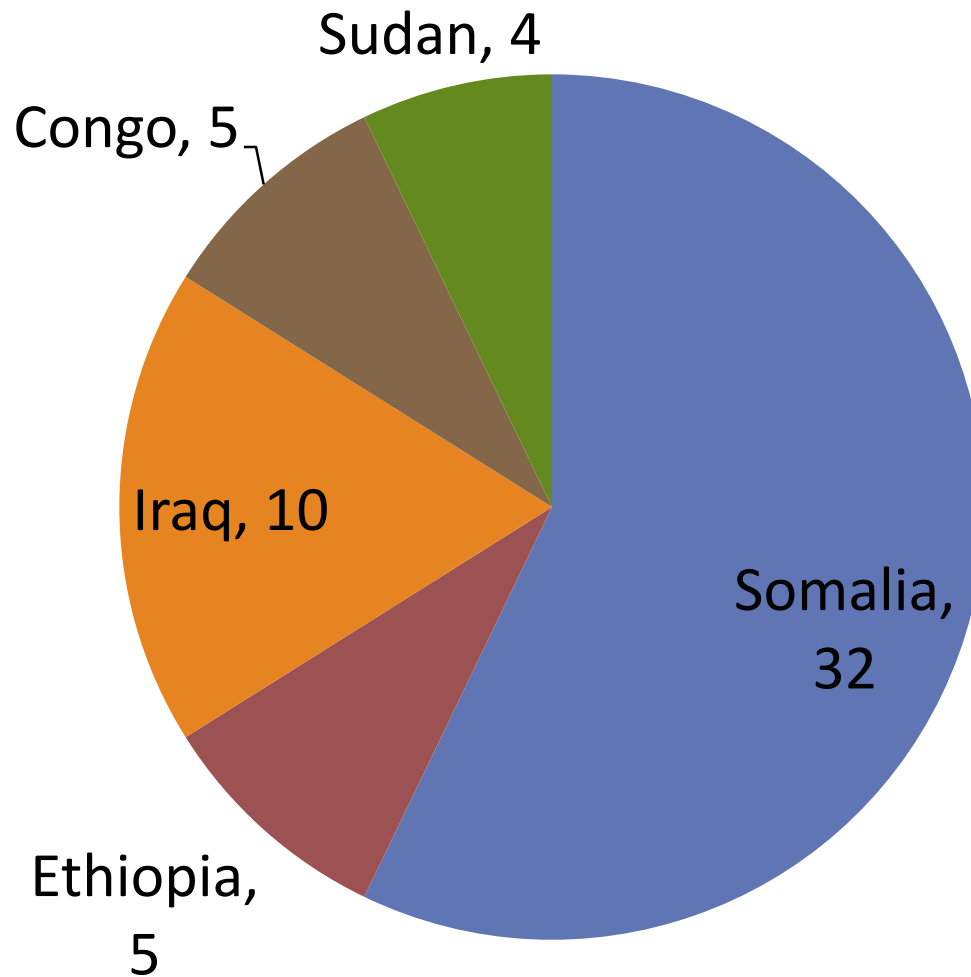
	PORTLAND						LEWISTON						AUGUSTA	COMBINED					
	FY10	FY11	FY12	FY13	FY14	FY15	FY10	FY11	FY12	FY13	FY14	FY15	FY15	FY10	FY11	FY12	FY13	FY14	FY15
Primary	267	166	178	287	264	248	38	31	25	13	128	148	29	305	197	203	350	392	425
Asylee	41	52	78	15	87	72	15	23	8	4	1	5	-	56	75	86	19	88	77
Secondary Migrant	18	7	20	13	23	25	215	117	99	41	33	37	4	233	124	119	54	56	66
Entrant/Parolee	-	1	1	0	1	3	-	0	0	3	-	-	-	-	1	1	3	1	3
SIV (Special Immigrant Visa)	-	0	28	16	14	16	-	0	0	0	8	1	-	-	0	28	16	22	17
Trafficking	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	2
US born children*	-	0	0	-	-	-	-	12	31	6	-	-	-	-	12	31	6	-	-
Total	326	226	305	331	389	366	268	183	163	117	170	191	33	594	409	468	448	559	590

Primary Refugee **increase**: 305 in FY10 to 442 in FY15
 Secondary migrant **decrease**: 233 in FY10 to 66 in FY15

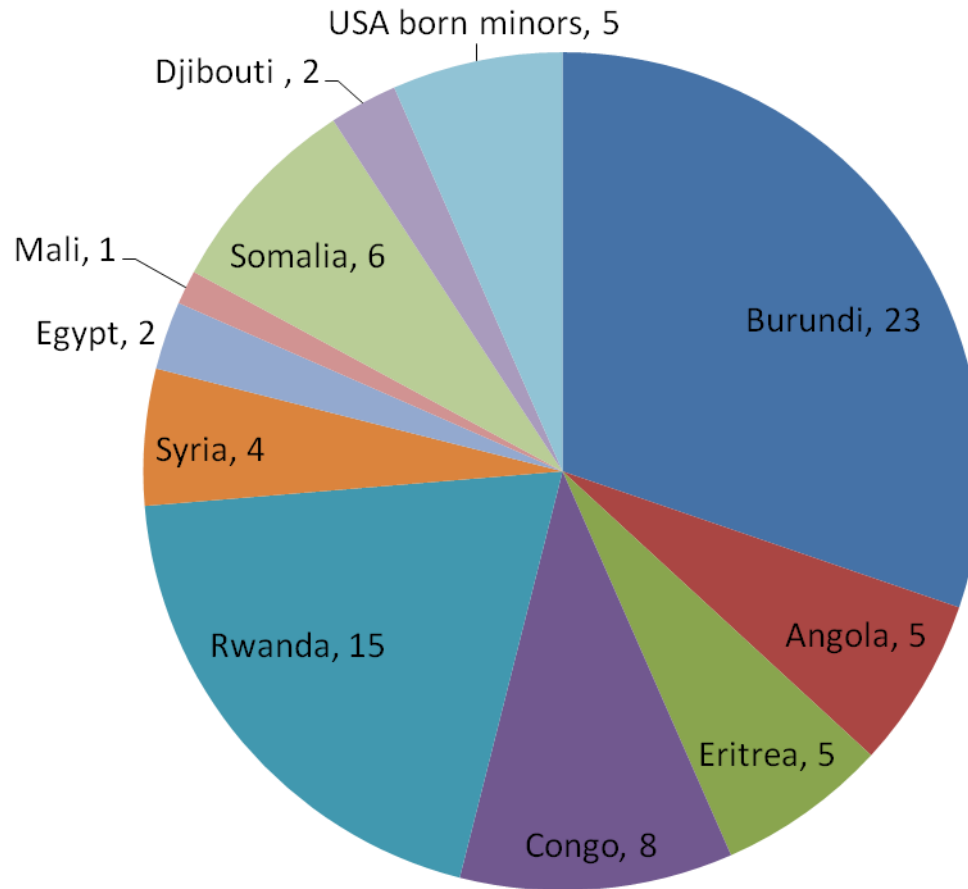
Primary Refugee Clients FY15



Secondary Migrant Clients FY15



Asylee Clients FY15



Total: 76



CCM RIS Funding

- Reception and Placement Grant
- Services for Older Refugees Grant
- Refugee Social Services Grant
- Match Grant
- Refugee Health Promotion Grant
(Lewiston)
- CDBG Grant with CEI



Reception & Placement

Objective:

To provide newly arrived refugees with initial services for the refugees' an initial first 30 day period that can be extended up to 90 days after arrival to complete program

Requirements include:

- housing
- essential furnishings
- food
- clothing
- community orientation
- referral to other social and employment services



Target Population: Refugee New Arrivals (425 up to 525)

Employment Services

- Refugee Social Services

to assist individuals and families in securing employment and attaining self-sufficiency

- Match Grant

Help clients attain economic self sufficiency within 120 to 180 days without accessing public cash assistance.

- CDBG : in partnership with CEI for
Portland Job Alliance

- Placement in newly created jobs
- OJT training
- Employer outreach



Additional Services

- Legal Services
 - Family reunification (AOR)
 - Green card application
 - Citizenship application
- Mentoring and American Friends Program
- Language Partners
 - Interpretation
 - Translation
 - Language access training



QUESTIONS?

Steve Letourneau

CCM CEO

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207-5231166

Tarlan Ahmadov

Program Director

tahmadov@ccmaine.org

207-523-2729

Hannah DeAngelis

Assistant Program Director

hdeangelis@ccmaine.org

207-523-2745



What it means to be a refugee

A **REFUGEE**, according to the United Nations High Commissioner for Refugees, is defined as, "any person who is outside their country of origin and unable or unwilling to return there or to avail themselves of its protection, on account of a well-founded fear of persecution for reasons of race, religion, nationality, membership of a particular group, or political opinion."

It takes **COURAGE** to be a refugee. Refugees often flee their homes with little more than the clothes on their backs. They cross borders, escape violence, brave weather and disease, and then wait in a refugee camp, often for years, before they can be resettled.

Currently, more than 15 million refugees languish outside their country of origin.

HOPE comes in the form of a United States resettlement placement for less than 1% of refugees and the chance to rebuild one's life in a safe country.

"Attacked, we escaped, barefoot across the stony desert. Finally, we found food and protection in the refugee camp. Then, years of waiting to rebuild our lives..."



Refugee & Immigration Services

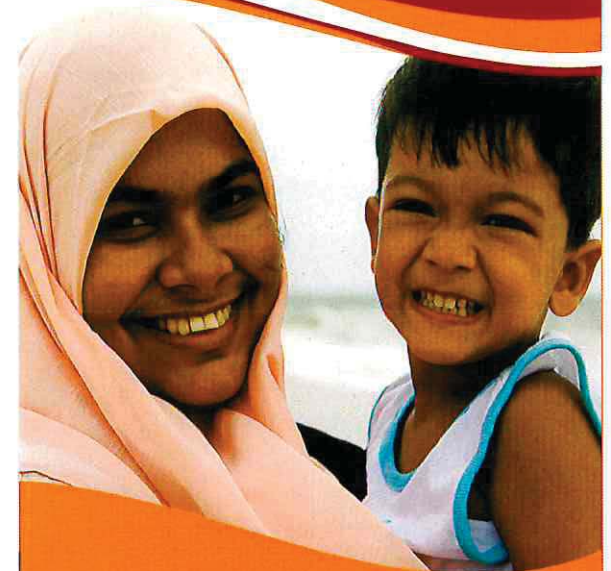
80 Sherman Street
Portland, ME 04101
T. (207) 871-7437
F. (207) 871-7465

27 Pine Street
Lewiston, ME 04240
T. (207) 344-6615
F. (207) 344-6617
RISinfo@ccmaine.org

RefugeeImmigrationServicesCCM.org



Refugee & Immigration Services



*Helping refugees
rebuild their lives
in Maine*



About Us

Since 1975, Catholic Charities Maine Refugee and Immigration Services (RIS) has resettled over 20,000 of refugees from more than 30 countries. Clients are ensured to receive linguistically and culturally appropriate services.

RIS is an affiliate of the United States Conference of Catholic Bishops (USCCB), an agency under cooperative agreement with the U.S. Department of State to implement the federal refugee resettlement program. Of the 85,000 refugees resettled annually in the United States, only about 500 will be resettled in Maine, and most of these will be reunified with family already living in our state.

Our Mission

Inspired by scripture and the Church's social teaching, Catholic Charities empowers and strengthens individuals and families of all faiths by providing innovative community-based social services throughout Maine.



RIS Assistance for Newly Arrived Refugees to Maine

Case Management:

- Airport pickup, initial food and clothing
- Securing affordable and safe housing and furnishings
- Assisting with public benefits
- Applying for Social Security cards/ Selective Service for all males 18-26 years old
- Enrollment in ESOL classes/public school
- Referral and follow-ups with health management
- Home visits
- Cultural orientations

Employment Case Management:

- Initial employment assessment
- Setting short- and long-term employment goals
- Resumé and cover letter assistance
- Job interview prep
- Transportation to job interviews
- Outreach to local employers
- Connecting clients with available jobs
- Following up with clients placed in jobs to help with job retention

Additional Services:

- **Mentoring Program** — employment and education support
- **American Friends Program** — community integration support
- **Legal Services** — AOR, green card, citizenship services
- **Elder Services** — case management services
- **Language Partners** — interpretation and translation services

Donate, Volunteer & Get Involved

It truly takes a community to resettle refugees. The important work of RIS cannot be accomplished without your help.

We always welcome the following support:

- Monetary donations to support our daily resettlement services
- Donations of home furnishings for newly arriving refugees (beds, tables, chairs, couches and bureaus for example)
- Volunteers to be American Friend, professional mentors, or senior companions for new arrivals
- Employers to hire refugee workers
- Advocates to educate communities about their new neighbors

To donate, volunteer or learn more about Refugee & Immigration Services, please contact us at **(207) 523-2728** or **(207) 523-2738** or RISinfo@ccmaine.org.

Visit us online at:
RefugeeImmigrationServicesCCM.org





Economic Development Department
Gregory A. Mitchell, Director

TO: Chair and Members of the Economic Development Committee

FROM: Gregory A. Mitchell, Economic Development Director

DATE: April 21, 2016

SUBJECT: Bay Ferries Proposed Lease for Ocean Gateway for review and recommendation to the City Council

I. ONE SENTENCE SUMMARY

Staff is requesting the Economic Development Committee to review and recommend to the City Council a lease of Ocean Gateway to Bay Ferries Limited, effective May 2016, for Bay Ferries to begin its ferry services to and from Yarmouth, Nova Scotia.

II. AGENDA DESCRIPTION (Agenda Description)

Nova Scotia officials selected Bay Ferries Limited to provide ferry service to and from Yarmouth, Nova Scotia and Portland, Maine. Under direction of the City Council, City staff negotiated with Bay Ferries a proposed two-year lease for ferry seasons 2016 and 2017, with an option to renew for one additional year at City sole discretion.

III. BACKGROUND

An overview of the proposed Bay Ferries lease includes:

- ***Operating Season – June 1st to September 30th seven days a week;***
- ***Wind Up and Wind Down Season: 14-day period prior to scheduled commencement and 3-days after termination of operations for the Operating Season.***
- ***Portland Ocean Gateway Berthing: Between the hours of 1:30 p.m. and 3:00 p.m. daily, except black out dates due to cruise ship activity for no use by Bay Ferries on:***
 - ***2016 Season: August 28, and September 11, 12, 21, 23, 24, 25, 26, and 30;******It is possible that Landlord will not require September 11, 21, 25, and 26, 2016 to be Blackout Dates. On or after August 8, 2016, Tenant shall contact the Director to determine the status of those dates.***
- ***Passenger, vehicle, recreational vehicles and tour busses planned use.***

An overview of the Lease terms is provided below.

Operating Season exclusive use of the following Ocean Gateway facilities and property:

- Annual use of the Departure Building for Bay Ferries ticketing, processing of passengers, passenger waiting area, restrooms, and related uses.
- Berthing (1:30 p.m. and 3:00 p.m.) seven days a week.
- Inbound Queuing Area use during 1:15 p.m. and 3:15 p.m. daily.
- Outbound Queuing Area use during 12:00 p.m. and 3:00 p.m. daily.
- Roll-on, roll-off ramp.

Non-exclusive use of the following Ocean Gateway facilities and property:

- Walkways, driveways, and roadways.

See attached Lease Exhibit A for an orientation of Ocean Gateway facility and property.

Parking. City to assign a maximum of 10 parking spaces for employee parking in the City-owned Thames Street parking lot; no overnight parking allowed.

Term. Two (2) year initial term with one, one year renewal term at City sole discretion.

City Fees. See Attachment 2 - Lease Exhibit B for detailed listing of fees.

IV. INTENDED RESULT OR COUNCIL GOAL ADDRESSED

Intended Result: A recommendation to the City Council to approve the proposed lease, to be placed on the May 2, 2016 Council Agenda.

Council Goal: Promote economic development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

V. FINANCIAL IMPACT

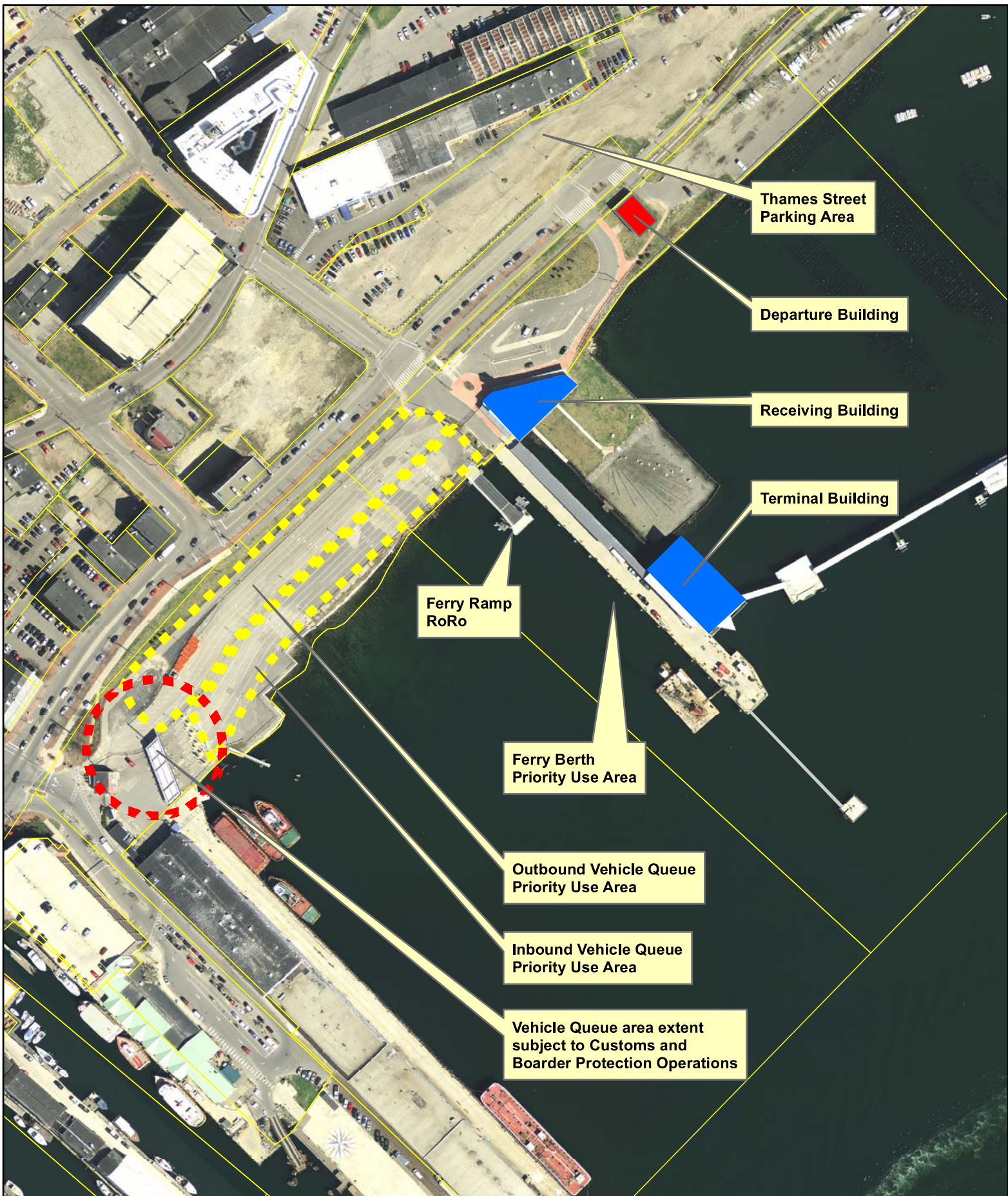
Projected Lease rent and fee revenue includes berthing, parking, and taxes based upon passenger, vehicle, and bus use. A conservative estimate is \$150,000 per season in monthly rent and passenger/vehicle fees due to uncertainty associated with passenger demand. It is noted that Tenant is entitled to a credit of up to \$25,000 based upon documentation related to Departure Building improvements.

VI. RECOMMENDATION

Staff has negotiated a fair lease agreement for both parties based upon direction from the City Council and recommends the EDC Committee vote to forward it to the City Council for approval.

VII. LIST ATTACHMENTS

1. Exhibit A of Proposed Lease – Diagram of Leased Spaces
2. Exhibit B of Proposed Lease – Fees
3. Proposed Lease with Bay Ferries Limited



250 125 0 250 Feet



Ocean Gateway Site and Facilities
Bay Ferries, Limited
Lease Exhibit A

April 2016

Exhibit B Schedule of Rent and Fees

Monthly Rent

June 1 - September 30, 2016 and June 1, 2017 - September 30, 2017

- Tenant shall make monthly rental payments for the Premises in advance on the 1st day of each month for the period from June 1 - September 30, 2016 and the period from June 1, 2017 - September 30, 2017 in the amount of **\$15,229.60**.

October 1, 2016 – May 31, 2017 and October 1, 2017 – October 3, 2017

- Tenant shall make monthly rental payments for the Departure Building in advance on the 1st day of each month for the period from October 1, 2016 – May 31, 2017, and October 1, 2017 – October 15, 2017 in the amount of **\$4,000.00**.
- If Tenant requires parking or berthing during this period, it shall be provided, if available, at the rates set forth below.

Passenger and Vehicle Fees

On or before the fifteenth (15th) day of each month, Tenant shall pay to Landlord the following per-passenger and per-vehicle fees that were incurred in the previous month. Such payment shall be made without the need for an invoice from Landlord and shall be accompanied by Tenant's statement as provided below.

• Passenger (the first 60,000 per Operating Season)	\$ 2.00
• Passenger (over 60,000)	\$ 3.50
• Bicycle	\$ 0.50
• Motorcycle	\$ 1.00
• Passenger Vehicle (the first 60,000 per Operating Season)	\$ 3.00
• Passenger Vehicle (over 60,000)	\$ 5.00
• Passenger Vehicle with Camper/Utility Trailer	\$ 5.00
• Recreational Vehicles/Motor Homes	\$ 5.00
▪ Straight Trucks	\$10.00
• Tour Busses/Motor Coaches	\$20.00

Other Fees

• Fuel License, per season	\$100.00
• Daily Parking per space, per month	\$75.00
• Fresh Water, per metric ton	\$ 4.00
• Security Badges, each	\$ 2.50
• Security Badges, replacement, each	\$25.00
• Berthing (other than the exclusive use of the Berthing Area as allowed in section 1(a)(ii))	\$1.00/ft/day
▪ Electrical Service – sub-meter monthly actual usage charges apply.	

LEASE AGREEMENT BETWEEN
CITY OF PORTLAND AND
BAY FERRIES LIMITED
RE: OCEAN GATEWAY

THIS LEASE AGREEMENT dated this ____ day of May, 2016 is by and between the City of Portland, Maine, Maine municipal corporation with a principal office at 389 Congress Street, Portland, Maine 04101 (the "Landlord"), and Bay Ferries Limited, a Canadian registered corporation with a principal office at 94 Water Street, Charlottetown, Prince Edward Island, Canada, C1A 7L3 (the "Tenant").

WHEREAS, Landlord is the owner of certain real property known as the Ocean Gateway, which includes, among other things, the Departure Building at 14 Ocean Gateway Pier, and related berthing, queuing and parking areas located in Portland, Maine; and

WHEREAS, Tenant intends to operate an international ferry service between Portland, Maine and Yarmouth, Nova Scotia (the "Ferry Service") on a ferry vessel known as "Alakai" (commercially branded as "The Cat"), 106.5 meters in length (the "Vessel"); and

WHEREAS, Landlord and Tenant desire to enter into a lease agreement for certain premises at the Ocean Gateway in order for Tenant to operate the Ferry Service; and

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Premises; As-Is Condition; Permitted Uses.

Landlord does hereby lease, demise and let unto Tenant, to have and to hold on the terms herein, subject to the reservations and conditions below, the premises identified herein and shown on Exhibit A, attached hereto and incorporated herein. Tenant agrees to accept the premises in "as-is" condition without representation or warranty by Landlord as to its condition or fitness for a particular purpose.

- a. **Spaces for exclusive use at certain times.** The following spaces are available for the Exclusive use of Tenant for the hours stated during the Operating Season (as defined below):

- i. **Queuing Areas.** The sole areas to be used for marshalling inbound and outbound vehicles and processing of passengers by U.S. Customs and Border Protection ("CBP") are the areas labeled "Outbound Queuing Area" and "Inbound Queuing Area" on Exhibit A (collectively the "Queuing Areas"), as may be modified to meet CBP requirements. The Outbound Queuing Area is to be used for vehicles and passengers preparing to depart from Portland. The Inbound Queuing Area is to be used for vehicles and passengers arriving in Portland. Said Queuing Areas are to be used by Tenant on a non-

exclusive but priority basis during the Operating Season to accommodate its sailing schedule, as outlined below. During the Operating Season, the Inbound Queuing area will only be available to the Tenant for its exclusive use, between the hours of 1:15 P.M. and 3:15 P.M., daily, and the Outbound Queuing area will be available to the Tenant for its exclusive use between the hours of 12:00 P.M. (or earlier, if permitted by the City of Portland's Director of Facilities Management or his/her designee (the "Director")) and 3:00 P.M. daily. The Queuing Areas may be reduced temporarily by mutual agreement of the Director and the Tenant. Tenant may place in the Queuing area any trailers or other facilities or improvements required by CPB with the prior approval of the Landlord, which may not be unreasonably withheld, and subject to any applicable permits, licenses or approvals required federal, state, and municipal laws, rules, and regulations. No tractor trailer trucks, or other trucks or vehicles with trailers exceeding a total of fifty (50) feet in length, shall be allowed to transit on the Ferry Service or be present in the Queuing Areas.

ii. **Berthing Area.** During the Operating Season, the Berthing Area depicted on Exhibit A will be available to the Tenant for its exclusive use between the hours of 1:30 P.M. and 3:00 P.M., daily. In the event Tenant desires unscheduled berthing, Tenant shall request such berthing with as much advance notice as possible. Landlord shall grant such requests if berthing is available. When off-schedule berthing is not available, the Landlord shall use reasonable efforts to assign a secondary berth to Tenant. Tenant shall be solely responsible for the cost of moving its vessel to off-schedule secondary berthing, including but not limited to any security costs, and Landlord shall have no responsibility for such moving, security or related costs. During the Operating Season, as that term is defined below, Tenant's use of the Berthing Area shall at all times include the exclusive use of the "roll-on, roll-off" ramp facilities at the OG Terminal (the "Ramp") (as depicted on Exhibit A) for vehicle and passenger loading and unloading. During the "Wind Up and Wind Down" Seasons, as those terms are defined below, if Tenant desires unscheduled use of the Ramp, Tenant shall request such use with as much advance notice as possible. Landlord shall grant such requests if the Berthing Area and Ramp are available. Tenant's use of the Ramp is at Tenant's sole risk. Unless otherwise agreed to by Landlord, Tenant shall have no right to use the Berthing Area at any time during the Off Season, as that term is defined below. It is further understood between the parties as follows:

- (a) On those days during the Operating Season when there is no cruise ship berthed at the Portland Ocean Terminal, and otherwise no operating restrictions within the Port, Tenant shall be free to berth earlier than 1:15 P.M.; and
- (b) On those days within the Operating Season when there is a cruise ship berthed at the Portland Ocean Terminal, the Vessel may be secured at the berthing area prior to 1:30 P.M. provided passengers and vehicles are not released prior to 1:30 P.M. and provided such does not otherwise impede port operations.

The parties intend there to be close collaboration and communication at all times so as to facilitate the most efficient operations for all parties.

- iii. **Departure Building.** Tenant will have the exclusive use of the Departure Building (depicted on Exhibit A) for the term of this Lease for ticketing, processing of passengers, passenger waiting area, restrooms, and related uses.
- b. **Exterior Common Areas.** The following spaces are available for the non-exclusive use of Tenant during the Operating, Wind Up, and Wind Down Seasons: The walkways, driveways and roadways at the Ocean Gateway may be used by **Tenant** on a non-exclusive basis, in common with others. However, during hours that another vessel (such as a cruise ship) or scheduled event is using the Ocean Gateway Terminal, the **Tenant** and its passengers will only use the area for dropping off of customers and passenger ticketing, and **Tenant** will co-operate with **Landlord** to adequately place personnel for incoming customers and passengers to be aware of this use restriction. No outboard queuing is allowed in the Receiving Building parking lot or any area other than the Outbound Queuing Area.
- c. **Parking.** Landlord will assign a maximum of 10 parking spaces to Tenant for employee parking in the City-owned Thames Street parking lot as generally depicted on Exhibit A (the "Parking Area") during the Operating, Wind Up and Wind Down Seasons of each year of the term of this Lease or any renewal term. No overnight parking will be allowed. Landlord reserves the right at any time during the term of this Lease to assign different parking spaces to Tenant. Landlord will not provide any customer parking. Employee vehicles parked in the Receiving Building Lot (as depicted on Exhibit A) are subject to ticketing if parked beyond posted limits.
- d. **Landlord's Right to Relocate Premises.** The Queuing Areas, Berthing Area, the Ramp, the Departure Building, the Parking Area, and the Exterior Common Areas may be collectively referred to herein as the "Premises". Except for the Departure Building, Landlord reserves the right to change particular locations of the Premises, subject to the condition that such re-location(s) will not unreasonably burden the operations of Tenant. The intent of this reserved right to re-locate is to allow Landlord to continue the ongoing development and enhanced utilization of its limited waterfront real estate in coordination with other parties using or desiring to use nearby locations.
- e. **Use of Premises for Ferry Service.** During the term of this Lease, Tenant is permitted to use the Premises for the sole purpose of conducting an international Ferry Service between Portland, Maine and Yarmouth, Nova Scotia via the Vessel. Tenant agrees to provide seven (7) days of service per week during the Operating Season, subject to normal exigencies of the ferry business, including weather and mechanical breakdown, lack of consumer demand, and other events beyond Tenant's control. Should sailings be fewer than seven (7) days per week during the Operating Season, monthly berthage payment shall not be reduced. Sailings shall be daily with arrivals at 1:30 p.m. and departures before 3:00 p.m. Should Tenant wish to reduce its schedule of service, Tenant will provide as much

notice as reasonably practicable and will provide best efforts to give notice at least fifteen (60) days in advance. Tenant acknowledges that no trade or occupation shall be conducted on or from the Premises or use made thereof that would be unlawful, improper, or offensive, or contrary to any law or any municipal by-law or ordinance.

There shall be no additional charge to the Tenant for overnight berthing in the Berthing Area during the Wind Up and Wind Down seasons, provided, however, that the Berthing Area will not be available overnight on Fridays during those periods.

- f. **Blackout Dates.** Notwithstanding anything to the contrary above, Tenant shall not use the Berthing Area or the Queuing Area on any of the following "Blackout Dates" without the prior written consent of Landlord: For the 2016 Season – August 28, September 11, 12, 21, 23, 24, 25, 26 and 30, 2016. Landlord reserves the right to designate other Blackout Dates for the 2016 and 2017 Operating Seasons, provided that Landlord provides Tenant with 30 days' advance notice of such dates. The berthing rent shall be abated for each Blackout Date. Upon Tenant's request, Landlord may, but is not obligated to, consider available options to lessen or eliminate Blackout Dates, including, for example, the possibility of relocating other vessels to other available berthing areas at Tenant's expense. It is possible that Landlord will not require September 11, 21, 25, and 26, 2016 to be Blackout Dates. On or after August 8, 2016, Tenant shall contact the Director to determine the status of those dates.
- g. **Landlord's Right to Relocate.** This Lease Agreement is non-exclusive, and nothing herein shall prevent or prohibit the Landlord from leasing other available space at either the Ocean Gateway or any other facility owned or operated by Landlord, to another Tenant for any purposes Landlord deems suitable, including but not limited to the operation of a similar ferry service. In no event, however, is the Landlord permitted to impair in any way the operations by Tenant. Tenant's use of the Queuing area and all other areas to be used by passengers is subject to any reduction in size or configuration or availability as may be required, at any time, by any security agencies having jurisdiction with respect to such areas.

2. **Term: Seasons.**

- a. **Term.** Except as provided below, the Term of this Lease shall be from June 1, 2016 (the "Effective Date") through October 3, 2017. Provided that Landlord, in its sole discretion, first determines that Tenant is not in default of any term or condition of this Lease, Landlord, in its sole discretion, may renew this Lease for up to one (1) additional year upon terms mutually agreeable to the parties. If Landlord desires to renew this Lease, Landlord shall so notify Tenant on or before September 15, 2017.
- b. **Operating Season: Wind Up and Wind Down Seasons: Off-Season.** Tenant's Operating Season shall be June 1 to September 30, annually (the "Operating Season"). The term "Wind Up Season" shall mean the fourteen (14) day period prior to scheduled commencement of operations for the Operating Season. The term "Wind Down Season" shall mean the three (3) day period

following scheduled termination of operations for the Operating Season. The term "Off Season" shall mean the period between the end of the 2016 Wind Down Season and commencement of the 2017 Wind Up Season.

3. **Rent; Fees; Security Deposit.**

Tenant shall pay all rent and fees, when due, as provided below and on Exhibit B, attached hereto and incorporated herein.

4. **Payment; Statements.**

- a. On or before the fifteenth (15th) day of each month, Tenant shall pay to Landlord the per-passenger and per-vehicle fees on Exhibit B that were incurred in the previous month. Such payment shall be made without the need for an invoice from Landlord and shall be accompanied by Tenant's statement as provided below.
- b. Fees due during the Operating Season in paragraph a. above shall begin as of the first day of the month of said Operating Season. Tenant shall be responsible for payment of personal property taxes which may be payable on their trade fixtures and equipment, and for payment of any federal, state or local fees or taxes which may apply to their operations hereunder.
- c. **Late payment:** Tenant shall make prompt and timely payment of all rentals, fees, and other charges due hereunder as the same may from time to time come due. In the event that any such payment is not made within thirty (30) days of the invoice due date, a penalty of one percent (1%) per month 12% per annum) shall be assessed and paid on all such amounts outstanding.
- d. **Address:** All payments hereunder shall be written to the City of Portland and sent to the attention of: Public Assembly Facilities, Accounting Office, Portland Exposition Building, 239 Park Avenue, Portland, Maine 04102 or such other place as the Director may designate in writing from time to time.

Any invoices shall be sent to Tenant at the following address: Bay Ferries Limited, 94

Water Street, PO Box 634, Charlottetown, Prince Edward Island, Canada, C1A 7L3, Attn: Danny Bartlett, Vice President, Finance and Administration, or such other person or address as Tenant may designate in writing from time to time.

- e. **Tenant Statements:** Tenant shall submit its official manifest or other official documentation (or electronic equivalent) showing the number of passengers and vehicles transported by Tenant both to and from the City of Portland each month when it submits its per passenger and per vehicle fees under Exhibit B. No amount shall be payable to the City of Portland in respect of passengers or vehicles transported by the Tenant on a complimentary basis.

- f. Landlord reserves the right to conduct an audit of Tenant's traffic records, upon reasonable notice and during regular business hours, to determine the accuracy of amounts paid hereunder. In the event such audit discloses an underpayment to Landlord of more than Five Percent (5%) in any year, Tenant shall pay to Landlord, in addition to the amount owed and any applicable late charges, the reasonable cost to Landlord of its audit, including legal, accounting, and consulting fees unless the underpayment shall have been the result of a bona fide mistake or miscalculation.

5. Condition of Premises: Improvements to Premises.

- a. "As is." Tenant has had the full opportunity to inspect the Premises prior to execution of this Lease and takes all such space, specifically including the Ramp, "as is," except as specifically provided herein. Should Tenant's Vessel require modifications to, improvements or replacement of the Ramp, such modifications or replacement shall be solely at Tenant's cost and expense, and subject to all required reviews and permits for such structure, including but not limited to approval of the Director which shall not be unreasonably withheld. Should Tenant require modification or improvements to the Queuing Areas, such modifications or improvements shall be solely at Tenant's cost and expense, and subject to all required reviews and permits for such improvements or modifications, including but not limited to approval of the Director, which shall not be unreasonably withheld.
- b. In the event Tenant wishes to make any improvements to any portion of the Premises, it shall obtain the written approval of Landlord prior to undertaking any such improvements, which approval shall not be unreasonably withheld. All such improvements shall be at Tenant's sole cost and expense, provided, however, that upon submission by Tenant and approval by Landlord of documented expenses for improvements to the Departure Building, Tenant shall be entitled to a credit against rent in the amount of twenty-four thousand dollars (\$25,000.00) for improvements to the Departure Building. Such credit shall be provided in two \$12,500.00 increments against rent due in June and July 2016.
- c. Notwithstanding the foregoing, Landlord agrees that Tenant may install, at Tenant's expense, only at particular locations approved in advance by the Director, its security camera system in order to monitor the docking basin, vehicle inspection or processing booth and waiting areas for security and operational issues; subject to the condition, however, that Tenant will share access with the Landlord to the 'live feed' from such cameras, as well as any recordings from such cameras if and when requested.

6. Obligations of Landlord: Maintenance, Utilities.

Except as otherwise provided herein, the Landlord shall provide for the 'landside' facilities only, at its expense, the following:

- a. Except as otherwise provided in this Lease, Tenant acknowledges and agrees that this Lease is a 'net lease', for the Landlord, and that the Landlord shall not be responsible for any costs, charges, expenses or the like whatsoever arising from or related to the leased Premises or rights, or the business carried on or related to said Premises or rights, and Tenant shall pay all costs, charges, expenses or the like of every nature and kind whatsoever relating to the leased premises or rights, including any passenger or vehicle ramps, unless specifically agreed to in advance in writing by Landlord.
- b. Landlord will provide heat and sewer services to the Departure Building. In addition, Landlord will provide water (including potable water) to the Vessel, at the Rates in Exhibit B.
- c. Landlord shall ensure that the roof, exterior walls, and structure of the Departure Building are secure, water-tight, and allow the Departure Building to be occupied as offices and a public sales facility. Landlord shall also maintain and repair the marine infrastructure (i.e., the passenger bridge, security fencing, and fendering, in the same condition as they are in at the commencement of the term of this Lease or as they may be put in during the term of this Agreement, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of Tenant or the employees, contractors, agents or invitees of Tenant, in which case such maintenance or repair shall be at the expense of the Tenant and Tenant shall pay all costs therefor.
- d. Maintenance and reasonable cleaning of the Exterior Common Areas, Queuing Area, and Parking Areas available for use by Tenant, its employees and invitees, including snow and ice removal.
- e. After Tenant reconfigures and repaints the travel lanes in the Queuing Areas as set forth below, Landlord may, in its discretion, repaint the lines for the travel lanes, but it has no obligation to do so.
- f. Access to washroom facilities in the Ocean Gateway on an escorted basis (if permitted by CBP) for outbound customers waiting in the Outbound Queuing Areas.

7. Obligations of Tenant.

Tenant covenants that it shall, at its expense:

- a. Provide seven (7) days of service per week during the Operating Season, subject to normal exigencies of the ferry business, including weather and mechanical breakdown, lack of consumer demand, and other events beyond Tenant's control. Any suspension of operation of the vessel in excess of ten (10) consecutive days during the Operating Season, for reasons other than major mechanical failure of the Vessel, shall, at Landlord's option, be deemed to be a default and termination of this Lease. During any period of suspension, Tenant shall continue to be liable for any rent or utility payments.

- b. Keep Landlord informed of any unavoidable changes to sailing times sufficiently in advance so that Landlord can accommodate its berthing needs, if possible; however, Landlord does not guarantee that any revised sailing times can be accommodated. But for such notice, Landlord may presume the Vessel will arrive at approximately 1:30 P.M, except and depart between 2:30 P.M. and 3:00 P.M. daily during the Operating Season, except on Blackout Days;
- c. Pay when due, all Rent, Fees and other charges or assessments hereunder;
- d. Pay all costs associated with the ferry operation (except as otherwise stipulated herein), including but not limited to, office and ticketing staff, provision of all office and ticketing equipment, and direct Vessel costs including but not limited to fuel, water, electricity, stevedoring, screening and security staff, staff to direct and supervise vehicle traffic and queuing, trash removal and pilotage. Tenant shall be responsible for the repair, maintenance and cost of its own Vessel and fueling system subject to all applicable federal, state and local regulations.
- e. Be directly and solely responsible for all expenses for electricity, water, sewer, natural gas, heating oil, HVAC, telephone, internet and any other utility or communications services. The rent does not include any utility expenses. Landlord shall install a submeter as needed for electrical service, for which Tenant shall pay Landlord monthly.
- f. Utilize full service stevedores licensed by the City for line handling, loading and unloading luggage and baggage;
- g. Pay all expenses for all installation and periodic charges associated with communications systems, including but not limited to phone systems and services, computer systems and communication services, television and cable access, satellite services, and security and video equipment and services within the exclusive use areas and used, except as provided herein, solely by the Tenant;
- h. Maintain the Premises in such repair as on the commencement of this Agreement, except only for reasonable wear and tear and damage caused by fire or other unavoidable casualty not the fault of Tenant, its employees, contractors, agents or invitees. Tenant shall not injure or deface the Premises or any other property nor permit anyone else to do so. Tenant agrees to report to Landlord promptly, but in any case within 24 hours of when it knew or reasonably should have known of any substantial damage to the Premises or the Ocean Gateway facilities that poses any potential health or safety issue, including but not limited to any water damage or intrusion;
- i. Be solely responsible for all repairs, maintenance, modifications, and replacement of the Ramp, which shall only be undertaken pursuant to a stamped drawing by an appropriately qualified professional engineer. In no event is Tenant responsible for damage of any kind attributable to the non-exclusive use of premises by others in privity with Landlord;

- j. Properly contain and dispose of all trash and garbage from its operations, including but not limited to all vessel trash and garbage, in containers suitable for pickup by Tenant or Tenant's contractor. Landlord shall provide regular trash pickup for the Exterior Common Areas only;
- k. Maintain in full force and effect the insurance coverage required below, and such fire and extended coverage or business interruption insurance for its own property or benefit as it may deem to be appropriate. Tenant shall hold its property, including fixtures, furniture, equipment and the like, or that of any other owner, on the Premises at Tenant's own risk;
- l. Notify the Landlord in advance of any proposed alterations to the Premises, including but not limited to posting of signage by Tenant. All such alterations are subject to the prior written approval of the Director, which approval shall not be unreasonably withheld;
- m. Pay and discharge punctually all generally applicable taxes and governmental assessments on any of Tenant's activities or property. The parties understand and agree that there are no real estate property taxes to be assessed against the Premises leased hereunder and chargeable to Tenant, but Tenant shall be responsible for payment of any personal property taxes which may be assessed. Tenant reserves the right to contest the imposition or amount of any such taxes or assessments by any means provided by law;
- n. Permit Landlord at reasonable times to inspect the Premises and to permit Landlord to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to said Premises or any part thereof, and during such operations to take into and through said Premises or any part of the Premises all materials required, Landlord agreeing, however, that it will carry out such work in a manner which will cause Tenant minimum inconvenience;
- o. Not permit any employee, agent, contractor or invitee of Tenant to violate any covenant or obligation of Tenant hereunder nor create a nuisance at the Premises or any City owned property;
- p. Keep the Premises equipped with all safety appliances required by law or any public authority to the extent such results from the exclusive use made by the Tenant of the Premises;
- q. Provide all security personnel, and any CPB facilities, utility connections and utilities services for the same, together with any required traffic control, at Tenant's cost and expense, as may be required by, or for compliance with, CPB or the United States Coast Guard operations, and such additional security personnel as may be deemed reasonably necessary by Tenant. It is the mutual intent of the parties that all such requirements be identified prior to the entry into this Lease. All such required facilities and improvements shall be property of Landlord at the end of the lease term;
- r. Should any maintenance or repair of the Premises, the Ocean Gateway terminal building and pier, or the systems serving those facilities require repair or replacement

as a result of the negligence or willful act of the Tenant or the Tenant's invitees, agents or contractors, Tenant shall be responsible for the timely repair or replacement of same. Any damage caused to such facilities including but not limited to waiting areas, hallways, stairwells, and restrooms, caused by any of Tenant's employees, contractors, agents or invitees, may be repaired by Landlord, in its sole discretion, and the cost of such repair shall be billed to Tenant at Landlord's cost, and shall be paid by Tenant as additional rent with the next due Rent payment; or, alternatively, taken from any security deposit being held by the Landlord, in which case the Tenant shall replenish that security deposit within ten (10) days of being informed in writing that this is necessary.

- s. After reconfiguring the travel lanes in the Queuing Areas, Tenant shall, at its expense, paint or repaint the lines for the travel lanes to accommodate the Ferry Service.

8. Certain Rights Reserved to the Landlord.

The Landlord reserves the following rights:

- a. To retain and use in appropriate instances keys to all doors within and into the Premises and to change the locks to the Premises if Landlord deems it advisable. No lock shall be changed by Tenant without the prior written consent of Landlord. Landlord shall have the right to access the utility rooms through Tenant's exclusive use space as reasonably necessary;
- b. On reasonable prior notice to Tenant, to exhibit the Premises to prospective Tenants or users of the Ocean Gateway facilities and to others having a legitimate interest at any time during the term;
- c. To adopt reasonable rules and regulations relating to the Premises and the Ocean Gateway facilities from time to time during the Term; provided, however, such rules and regulations shall not materially interfere with Tenant's permitted use of the Premises. Tenant agrees to comply with reasonable rules and regulations from and after the fifteenth (15th) day after Tenant's receipt thereof, unless earlier required by law;
- d. To remove from the Premises, at Tenant's expense, any improvements, alterations, additions, signs, awnings, or the like, not consented to in writing by the Director; and
- e. Landlord reserves the right, in its sole discretion, to berth vessels of any type at and otherwise make use of and allow events at the Ocean Gateway facilities, subject to Tenant's rights under this Lease.

9. Signage.

Tenant shall have the right to have signage on the Premises, including but not limited to outdoor signage, which signage shall be approved by the Director and shall be at Tenant's sole cost. It is the intent of the parties to prominently promote Tenant's Ferry Service. Tenant may also display flags referencing, as applicable, Tenant, the Vessel, the Tenant's Ferry Service, and the Province of Nova Scotia. Installation of such signage and flags may be done by the Landlord, or by the Tenant by a contractor acceptable to the Landlord, at Tenant's expense. All signage and flags shall be installed and maintained in accordance with all applicable local and state governmental codes. Subject to Landlord's approval which shall not be unreasonably withheld, Tenant may, at its expense, place murals and/or photographs and/or graphics on interior and exterior walls of the Departure Building for promotion of the Ferry Service.

Subject to applicable local and state governmental laws and codes, Landlord and Tenant shall cooperate to ensure prominent directional signage within the City of Portland to direct customers to the Ferry Service and to request the State of Maine to provide appropriate signage on its interstate highway system. Tenant acknowledges and agrees that the City of Portland is acting as landlord, and not in its regulatory capacity, in connection with this Lease.

10. Compliance with Laws.

Tenant agrees to comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal, state and local governments or any of their departments, bureaus, boards, commissions and officials thereof (collectively, the "Laws") with respect to Tenant's use or occupancy of the Premises, including without limitation, all Laws relating to (i) air emissions, (ii) water discharges, (iii) noise emissions, (iv) air, water or ground pollution, or (v) any other environmental and health matter during the Term in connection with its use and occupancy of the Premises. Tenant shall not be responsible for any compliance attributable to the obligations of Landlord hereunder nor to any event, condition, act, or omission which occurred prior to the execution date or after the expiration date of this Lease Agreement, unless caused by the error or omission of Tenant, its officers, agents, employees, contractors or invitees.

11. Security Rules.

- a. Tenant shall comply with all safety and security requirements in its operations hereunder.

Tenant further agrees that its officers, employees and agents shall abide by the provisions of the Water Access Security/Safety Restrictions attached hereto as Exhibit C and incorporated herein, and with any other security directives or policies that may be promulgated from time to time by the Landlord, the State of Maine or by agencies of the Federal Government during the term of this Agreement. The Landlord agrees to provide Tenant with copies of the relevant portions of Landlord's Plan to permit Tenant to comply with its terms.

- b. Tenant shall comply with the lawful directions of the City's Facility Security Officer's directions and commands, with respect to its operations at the OG

Terminal and berthing area. Tenant shall designate a particular person, who must be readily available, as its

Security Contact Person, for the purposes of emergency and other communications to, from and with the City's Facility Security Officer.

- c. Tenant shall, to the extent required by law or any agency with jurisdiction, prepare and file its own Facility Security Plan, which shall then become an amendment to Landlord's Facility Security Plan, for Tenant's operations and its use of Landlord's Facilities, and provide a copy of such Plan and amendment to the Landlord.
- d. Transportation Workers Identification Credential Requirement: All persons requiring unescorted access to the secure areas of vessels, facilities, and OCS facilities regulated by parts 104, 105, and 106 of 33 CFR (Code of Federal Regulations) must, to the extent required by law and applicable authorities, possess a TWIC (Transportation Workers Identification Credential) before such access will be granted. A TWIC must be obtained via the procedures established by TSA (Transportation Security Administration) in 49 CFR part 1572.
- e. In addition, Tenant employees working at the OG Facilities shall have Landlord- approved identification badges, including BIW identity badges, displayed at all times when at the OG Facilities, whether within the Premises or the common use space.
- f. In the event that Tenant fails to provide adequate security, Tenant shall pay all reasonable costs and expenses for additional security, associated with the Tenant's use of the facilities, in accordance with the rates set forth in Article 4 Rent and Fees.
- g. In addition, Tenant shall pay all reasonable security costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, which may arise directly out of Tenant's failure to comply with the covenants of this paragraph, and such failure shall be deemed a default under this Agreement. Tenant shall be responsible for obtaining all necessary permits and licenses required for its use and occupancy of the OG Facilities at its own cost and expense.

12. **Indemnification.**

- a. **General.** To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless the Landlord, its officers, agents, and employees, from and against any and all liability, claims, damages, penalties, losses, expenses, including costs of investigation and attorneys' fees, or judgments, just or unjust, arising from injury or death to any person, or damage to, or loss of use of, property sustained by anyone (including but not limited to Landlord's

employees or property) and arising, in whole or in part, out of Tenant's use, activities at or on, or occupancy of the OG Facilities, except that such obligation of indemnification shall not include indemnification for claims to the extent such claim is caused by (i) the acts or omissions of Landlord, its officers, agents, employees or contractors, (ii) the acts or omissions of third parties (including but not limited to other users of the Premises), or (iii) a breach by Landlord of its obligations under this Lease. Tenant shall include Tenant, its officers, agents, employees, contractors, subcontractors and/or invitees.

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

- b. **Covenant against Liens:** Tenant shall not cause nor permit any lien against the Landlord's property or any improvements thereto to arise out of or accrue from any action or use thereof by Tenant and shall hold the Landlord harmless therefrom; provided, however, that Tenant may in good faith contest the validity of any alleged lien. Upon request of the Landlord, Tenant shall post a bond warranting payment of any such lien, or provide other security acceptable to Landlord, in the event Tenant contests such lien.
- c. As used in this Lease, "Environmental Condition" shall mean any material adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, which may result in a claim of liability under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act ("TSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the state in which the Premises are located, or any political subdivision thereof, relating to such matters (collectively, "Environmental Laws"). "Hazardous Materials" shall include, but shall not be limited to, substances requiring investigation, removal or remediation under any federal, state or local statute, regulation, ordinance or policy including substances defined as "hazardous substances" in CERCLA; "toxic substances" TSCA; "hazardous wastes" in RCRA; or radon, asbestos and petroleum products.

Tenant shall, at all times during the term, comply with all environmental laws applicable to the Premises and Tenant's use and occupancy thereof. Except to the

extent caused by Landlord or any other tenant at the Premises or attributable in whole or in part to a preexisting environmental condition, Tenant will defend, indemnify and save harmless Landlord and its directors, officers, shareholders, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and expenses) of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed, based upon any Environmental Laws or resulting from any Environmental Condition on or about the Premises which is caused by Tenant during the Term of this Lease, which indemnity, in the case of an Environmental Condition caused by Tenant shall include costs incurred by Landlord to remediate such Environmental Condition to clean-up or remediation standards consistent with Tenant's use of the Premises specified in this Lease. In case any action, suit or proceeding is brought against any of the parties indemnified herein by reason of any occurrence described in this section Tenant will, at Tenant's expense, by counsel reasonably approved by Landlord, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended.

- d. **Survival.** The Terms of this section shall expressly survive the expiration or termination of this Lease.

13. Insurance.

- a. Amounts. Without expense to the Landlord, and with no lapse in coverage, Tenant shall procure and maintain, at its own cost, and show evidence to the Landlord of the following insurance to protect the Landlord from claims and damages which may arise from Tenant's operations under this Agreement, whether such operations shall be performed by the Tenant or by anyone directly or indirectly employed by it in the types and minimum amounts set forth below:

<u>Description Occurrence</u>	<u>Coverage</u>	<u>Each</u>
(i) Commercial General Liability, Broad Form Property Damage	B.I./P.D./ \$5,000,000 including Death	
(ii) Vehicle Liability, including or non-owned	B.I./P.D./Death \$2,000,000 owned, hired	
(iii) Workers' Compensation, U.S. Longshoremen and Harbor Workers' Coverage, as applicable	B.I./Death Statutory including	
(iv) Protection & Indemnity insurance	-	

\$5,00

0,000 including Federal Maritime and Jones Act Coverage

(v) Pollution coverage /Sea to Sea/Land to Sea/Land to Land

\$5,000,000 (vi) Employer's Liability

\$1,00

0,000

B.I./P.D. including U.S.
Longshoremen & Harbor
Workers, as applicable

b. **Landlord protected.** The Landlord shall be named as an additional insured under items (i) and (ii) above. Item (iii) shall include a waiver of subrogation against Landlord. To the extent that Tenant has any employees who are not covered by the Longshoremen & Harbor Workers, Federal Maritime and Jones Act coverages, Tenant shall provide evidence of Workers Compensation coverage in the statutory amounts, including a waiver of subrogation against Landlord.

c. Notice to Landlord. All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Landlord. Each liability policy required to be obtained hereunder shall be on an occurrence basis. In the event that policies are not available on an occurrence basis, Tenant shall purchase a "tail" which provides coverage hereunder for a minimum of six (6) years after termination of this Agreement.

All policies required hereunder shall be primary to any insurance or self-insurance which Landlord may maintain for its own benefit. Liability insurance coverage shall also extend to damage, destruction, and injury to Landlord-owned or Landlord-leased property and Landlord personnel, to the extent caused by, or resulting from negligent acts, operations, or omissions of Tenant, its officers, agents, employees, invitees, and/or contractors.

d. **Certificates.** Certificates or other evidence of insurance coverages required of Tenant in this Section, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the Landlord prior to use of the Premises. Such certificate or certificates shall at all times while this Lease Agreement is in effect provide Landlord with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier.

e. **Tenant Property Insurance.** Tenant shall procure and maintain, at its option and election, such all risks fire and casualty insurance covering its property on the Premises as it deems necessary.

- f. Landlord reserves the right to require a commercially reasonable increase in the minimum insurance limits hereunder at the commencement of any Renewal Term of this Lease.

14. Assignment/Subletting.

- a. **By Tenant.** Tenant shall not sublease, transfer or assign this Agreement or the rights granted hereunder at any time during the Term of this Agreement without the prior written approval of Landlord, which may be granted or withheld in Landlord's discretion; except, however, Tenant may, if required by written agreement between Tenant and the Province of Nova Scotia, assign this Agreement and the rights granted hereunder to the Province of Nova Scotia in the event the Tenant is itself unable to continue operating the Service, in which case the Province of Nova Scotia will assume all of the obligations of Tenants herein, as well as the rights of Tenant herein. No such assignment or subletting shall relieve Tenant of any obligations hereunder and any person accepting such assignment shall take the Agreement subject to all prior breaches and shall be liable therefor in the same manner as Tenant.
- b. **By Landlord.** Landlord reserves the right to assign this Lease to a quasi-municipal or State entity, provided, however, that in such event such entity shall agree to assume all of the terms and obligations of the Landlord under this Lease. Landlord shall not assign this Lease to a private party without the prior written approval of Tenant, which may be granted or withheld in Tenant's discretion.

15. Casualty Damage.

- a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until the Premises shall have been put in proper condition for use by Tenant; provided, however, in the event of such destruction or damage, either Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Agreement shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant.
- b. Landlord and Tenant each hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the property of either party, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Landlord and Tenant shall each be responsible for maintaining such casualty insurance on its property as it deems necessary and such policies shall waive any right of subrogation

thereunder against the other party.

16. Default.

- a. Tenant shall be determined to be in default hereunder if it shall fail to perform any obligations or comply with any terms or conditions stated herein within fifteen (15) days after receipt of notice of such failure from the other party or (if the default is of such nature that it cannot be cured within such period) if it shall fail to commence to cure the default within such period and thereafter diligently prosecute the cure to completion within a reasonable time. Upon such default and failure to cure, Landlord shall have the right, at its option, and in addition to any other remedies, to terminate this Lease by giving the party in default written notice thereof and upon the giving of such notice, this Lease and the term hereof shall cease. Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises in accordance with the provisions of this Lease. Further, upon any termination of this Lease, Tenant shall remain liable to Landlord for all rent and fees accrued and unpaid up to the date of such termination. Tenant shall pay all reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel and consultant fees, incurred by Landlord on account of Tenant's failure to comply with any of the terms of this lease, holding-over, and/or as a result of Tenant's default under this Lease.
- b. In no event shall either party be liable to the other for incidental, special, or consequential damages of any nature claimed as a result of the breach of any term of the termination of this Lease.

17. Return of Premises; Holding Over.

- a. At the expiration or earlier termination of this Lease, Tenant shall promptly ensure that all vessels with which it is in any way affiliated are removed from the Premises and all of Landlord's berthing areas, and will also promptly quit and surrender the Premises to Landlord broom clean and in good order and condition, ordinary wear excepted, and free from debris, trash and waste, and shall cease its operations from the Premises. Tenant shall, if, and only if, so requested by Landlord, remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises; provided, however, all damage caused by or as a result of such removal shall be repaired by Tenant at its sole expense. All trade fixtures, equipment, furniture, furnishings and personal effects not removed by Tenant within thirty (30) days after expiration or termination of this Lease shall, at Landlord's option, be deemed to have been conveyed to Landlord in fee title, and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without obligation to account therefor, or, at Landlord's option, Landlord can have such trade fixtures and items removed and the cost of any such removal and the expense of any repair necessitated by such removal shall be borne by Tenant.
- b. If Tenant or any party claiming through or under Tenant shall remain or continue to be in possession of the Premises or any part thereof after the termination of the Lease or any renewal thereof, without Landlord's consent, then, at Landlord's option, Tenant or such party or both shall be deemed to be

illegally retaining possession or, at Landlord's option, shall be deemed to be a month-to-month Tenant of the Premises and subject to all the terms and conditions of this Lease except that the monthly rent hereunder shall be One Hundred and Fifty Percent (150%) of the rent payable during the month prior to such termination. This section shall not be construed as giving Tenant any right to hold over after the expiration of the Term or to limit Landlord's rights to obtain possession of the Premises upon termination by any lawful means available to Landlord if Landlord does not elect to treat the continued possession by Tenant or any party claiming through or under Tenant as a month-to-month tenancy.

- c. Landlord lawfully may upon termination of this Lease Agreement, enter into and upon the said Premises or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel Tenant, and those claiming through or under Tenant, by any lawful means, and remove its or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant.

18. Quiet Enjoyment.

So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Landlord.

19. Notice S.

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

To Tenant: Mark
 MacDonald
 Bay Ferries
 Limited Suite
 A201
 5855 Spring Garden
 Road Halifax, Nova
 Scotia Canada B3H
 4S2

With a copy to: Danny Bartlett
 Bay Ferries Limited
 94 Water Street
 PO Box 634

Charlottetown, Prince Edward Island
Canada
C1A 7L3

To Landlord: Jon P. Jennings, City Manager
City of Portland
389 Congress Street
Portland, Maine 04101

With a copy to: Corporation Counsel
City of
Portland
389 Congress
Street
Portland, Maine
04101

20. Amendment; Authority.

Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressed herein. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.

Each party warrants that this Lease Agreement has been signed by a representative duly authorized to bind that party to this Lease Agreement.

21. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Tenant warrants to Landlord that it is licensed to do business in the State of Maine and has an agent authorized to accept service of process in said State. Tenant shall provide such information upon request to Landlord.

22. Force Majeure.

Neither Tenant nor Landlord shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be no longer than that required by the force majeure and the party prevented from performance has given written notice thereof to the other party.

23. Non-Waiver.

No waiver of any breach of any one or more of the conditions of this Lease by the Landlord or Tenant shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

24. Maritime Rights Preserved

Nothing in this Lease is intended by Landlord to waive any rights or claims it may have against *The Cat*, or any other vessel utilized by Tenant in performing the Ferry Service, either in rem or in personam, arising under the maritime law of the United States, including, without limitation, rights under The Maritime Lien Act, 46 USC 31341 *et. seq.*, and/or The Public Vessels Act, 46 USC 781 *et. seq.*, and Landlord's rights in reliance of the credit of the vessel or vessels are specifically reserved and retained.

25. Brokers.

Landlord and **Tenant** each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection with this Agreement. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim.

26. Special Right of Termination

In the event of termination or discontinuance of the Ferry Service, or any other material adverse event impacting the Ferry Service, Tenant shall have the right to terminate this Lease without penalty upon providing six (6) months' notice in writing to Landlord. Tenant's obligations applicable to termination of the Lease as set forth herein shall continue to apply.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

WITNESS:

BAY FERRIES LIMITED

By: _____

Mark MacDonald
Its Chairman and CEO

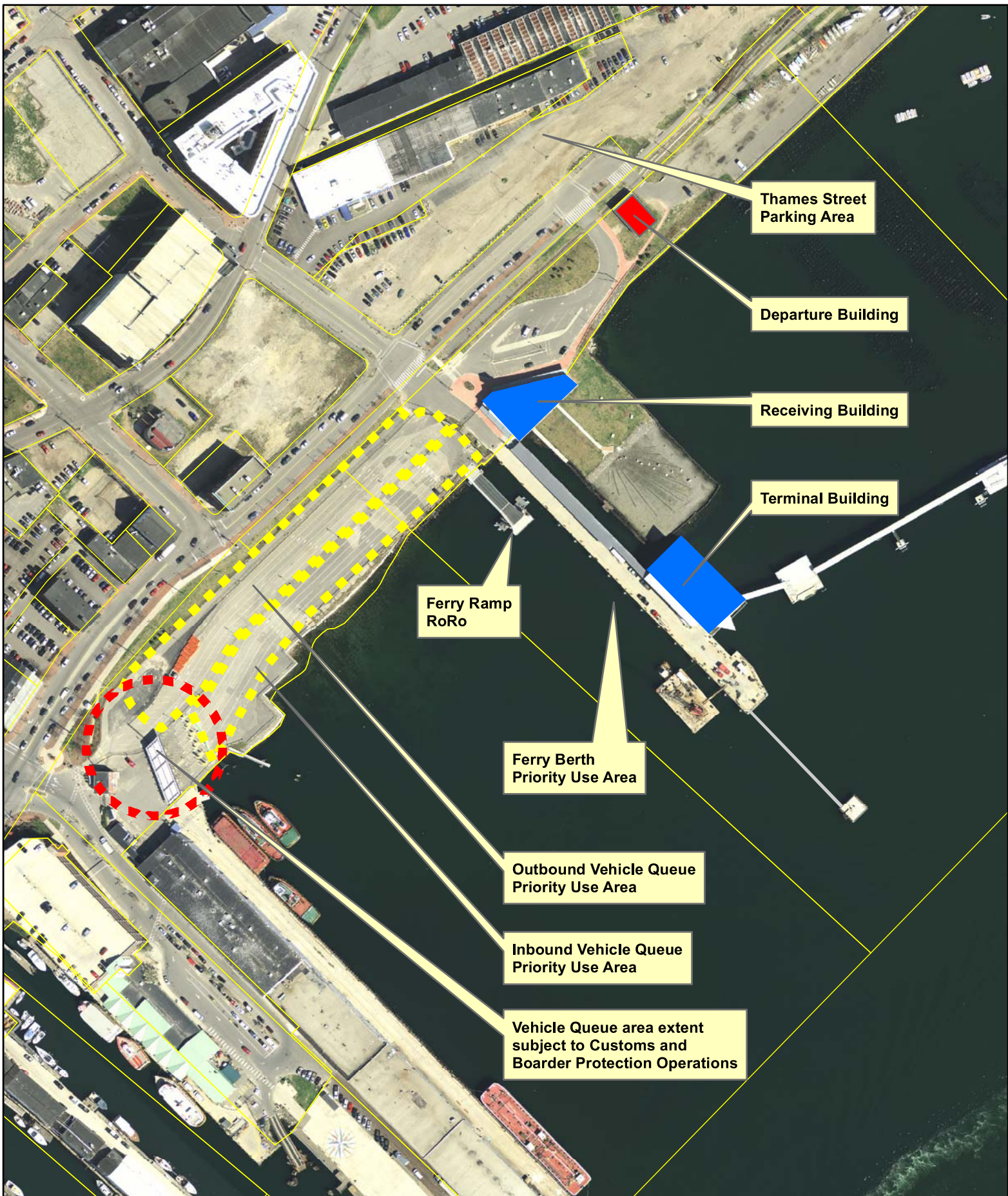
CITY OF PORTLAND

By: _____

Jon P. Jennings
Its City Manager

EXHIBIT A

DIAGRAM OF PREMISES



Thames Street
Parking Area

Departure Building

Receiving Building

Terminal Building

Ferry Ramp
RoRo

Ferry Berth
Priority Use Area

Outbound Vehicle Queue
Priority Use Area

Inbound Vehicle Queue
Priority Use Area

Vehicle Queue area extent
subject to Customs and
Border Protection Operations

250 125 0 250 Feet



Ocean Gateway Site and Facilities
Bay Ferries, Limited
Lease Exhibit A
April 2016

Exhibit B Schedule of Rent and Fees

Monthly Rent

June 1 - September 30, 2016 and June 1, 2017 - September 30, 2017

- Tenant shall make monthly rental payments for the Premises in advance on the 1st day of each month for the period from June 1 - September 30, 2016 and the period from June 1, 2017 - September 30, 2017 in the amount of **\$15,229.60.**

October 1, 2016 – May 31, 2017 and October 1, 2017 – October 3, 2017

- Tenant shall make monthly rental payments for the Departure Building in advance on the 1st day of each month for the period from October 1, 2016 – May 31, 2017, and October 1, 2017 – October 15, 2017 in the amount of **\$4,000.00.**
- If Tenant requires parking or berthing during this period, it shall be provided, if available, at the rates set forth below.

Passenger and Vehicle Fees

On or before the fifteenth (15th) day of each month, Tenant shall pay to Landlord the following per-passenger and per-vehicle fees that were incurred in the previous month. Such payment shall be made without the need for an invoice from Landlord and shall be accompanied by Tenant's statement as provided below.

- | | |
|---|---------|
| • Passenger (the first 60,000 per Operating Season) | \$ 2.00 |
| • Passenger (over 60,000) | \$ 3.50 |
| • Bicycle | \$ 0.50 |
| • Motorcycle | \$ 1.00 |
| • Passenger Vehicle (the first 60,000 per Operating Season) | \$ 3.00 |
| • Passenger Vehicle (over 60,000) | \$ 5.00 |
| • Passenger Vehicle with Camper/Utility Trailer | \$ 5.00 |
| • Recreational Vehicles/Motor Homes | \$ 5.00 |
| ▪ Straight Trucks | \$10.00 |
| • Tour Busses/Motor Coaches | \$20.00 |

Other Fees

- | | |
|---|---------------|
| • Fuel License, per season | \$100.00 |
| • Daily Parking per space, per month | \$75.00 |
| • Fresh Water, per metric ton | \$ 4.00 |
| • Security Badges, each | \$ 2.50 |
| • Security Badges, replacement, each | \$25.00 |
| • Berthing (other than the exclusive use of the Berthing Area as allowed in section 1(a)(ii)) | \$1.00/ft/day |
| ▪ Electrical Service – sub-meter monthly actual usage charges apply. | |

Exhibit C

Waterfront Access Security/Safety Restrictions

All visitors must check in with the Facility Security Officer ("FSO") or designee upon arrival. All visitors must provide photo identification or a Transportation Workers Identification Credential ("TWIC") card prior to accessing the facility. Vessel must provide an expected visitor list to on site security. All those not on the list will be denied access or Non TWIC'd personal must be escorted by a TWIC'd person. A single TWIC'd person can provide access for up to 5 Non TWIC'd personal, or otherwise directed by the FSO.

Crew must check in with on site security and provide photo identification.

Vessel must provide a crew and/or passenger manifest to the FSO or on site security.

A form of communication between vessel and on site security must be determined upon arrival.

A declaration of security must be signed upon arrival if deemed necessary by the FSO.

All deliveries, packages, crates, etc., must be accompanied by a manifest per US Federal Standards. All items including personal vehicles are subject to random search. All delivery drivers must provide photo identification upon arrival. A list of vendors will need to be provided prior to accepting deliveries.

All passenger buses are subject to a search prior to entering the facility.

No explosive devices, weapons, or open fires will be allowed within the facility at any time.

All fuel transfers must be done in accordance within DEP, EPA, OSHA, Coast Guard regulations. This applies to any quantity of gasoline, diesel, oil etc.

All employees working in or around the facility must meet all OSHA regulations.

"Hot Work" permits are required for work on the pier or vessel. These permits are issued through the Port Director or FSO. Permit costs apply. (\$125.00 each)

At no time will vehicles be left overnight within the facility without prior authorization from the Port Director or FSO.

Emergency vehicles must have a clear pathway at all times to service the entire pier. No objects or vehicles are to be left unattended at any time. Objects and vehicles must be able to be removed immediately upon notice of emergency personnel needing access to the pier.

Vessels must use "Bits and Bollards" only for vessel tie up. No lines are to be laid around steel piles.

No work is to be performed on the vessel's hull without prior authorization by the Port Director or FSO.

No dumping of gray water while alongside of the berth.

All small vessels performing maintenance, security, etc. for a berthed vessel must have prior authorization to do so from the Port Director or FSO.

All gates are to remain locked or staffed by facility trained security personal.



Economic Development Department
Gregory A. Mitchell, Director

TO: Economic Development Committee
FROM: Greg Mitchell, Economic Development Director
DATE: April 21, 2016
SUBJECT: **Updated 2016 Economic Development Committee Work Plan**

This memorandum continues to remind the EDC of the 2016 EDC Work Plan as may be amended in the future.

City Permitting and Inspection System Improvements (2016 Mayor and City Council Goal)
Create a more efficient permitting process with specifics; computer tracking.

ACCOMPLISHED. After EDC discussion and recommendation, on March 21st, the City Council voted to approve the City Manager's recommendations to create a new Department to improve permitting and inspection efficiencies with new fees.

Office for New American Mainers (2016 Mayor and City Council Goal)

Create an office for new Americans to assist with job opportunities and business development

Next Steps. The EDC held a public hearing, on March 22nd, to receive community input on establishing this new office. A follow up discussion which focused upon City services to immigrants occurred at the April 5th EDC meeting. A discussion, focused upon external (non-City) organizations which provides services to immigrants (Catholic Charities; Coastal Enterprises, Inc.) is scheduled for April 26th EDC meeting.

Broadband Access (2016 Mayor and City Council Goal). High speed infrastructure; broad band

Next Steps. Staff is scheduled to provide a presentation on City initiatives regarding this topic at the April 26th EDC meeting.

Portland Ocean Terminal (2016 Mayor and City Council Goal)

Establish direction on the future of the Portland Ocean Terminal. With as much as 70,000 square feet of vacant space, the Portland Ocean Terminal on the Maine State Pier needs a plan for investment and optimized utilization. Existing uses, including City cruise ship port of call support, Portland Tugboat, and Ready Seafood, provide a solid basis for growth; however, the building's age, condition, and lack of supporting infrastructure (parking loading, sidewalks ...) severely limit the potential reuse of the building as currently configured.

Next Steps. Staff provided a presentation at the April 5th Special EDC Meeting for discussion and direction. The staff presentation included a summary of past history and a

recommended approach to achieve consensus on policy direction related to the Maine State Pier Portland Ocean Terminal for short-term, interim and long-term uses, including consideration of establishing an innovation center.

Portland Economic Development Plan

It is staff's position that the City Economic Development Plan, adopted by the City Council in the Fall of 2011, remains sound. However, the 2016/2017 Work Plan needs to be prepared.

Next Steps. Greg Mitchell convened a meeting, on March 17th, with all Plan key stakeholders (Convention and Visitor Bureau; Portland Community Chamber of Commerce; Creative Portland; Portland's Downtown; and, Portland Development Corporation) to prepare a 2016/2017 Draft ED Plan Work Plan for future EDC review and discussion. A follow up meeting was held on April 6th, with Stakeholders to review and discuss the 2016/2017 Draft ED Plan Work Plan. One additional meeting is planned with the key stakeholders to final the 2016/2107 Work Plan followed by a presentation to the EDC.

It is noted that the EDC directed staff to invite Portland Economic Development Plan stakeholders to provide brief presentations at future EDC meetings. Past and future presentations include:

Jennifer Hutchins, Creative Portland Executive Director presented on February 11th.

Casey Gilbert, Portland Downtown District Executive Director presented on February 23rd.

Barry Sheff, Portland Development Corporation President is scheduled to present at the April 5th EDC meeting.

Lynn Tillotson, with CVB, is scheduled to present at the April 26th EDC meeting.

Chris Hall, with the Portland Community Chamber, is in the process of being scheduled.

It is noted that the City of Portland participates in the ***Greater Portland Economic Development Corporation*** (GPEDC) which was established to support regional (Portland, South Portland, Westbrook, Scarborough, Falmouth and Cape Elizabeth) economic prosperity. The GPEDC's current focus is on an international business development program.

City Owned and Tax Acquired Property Disposition

Next Steps. The City Council received a workshop on February 8th to present proposed amendments to receive direction from the City Council. This workshop was followed by the February 11th EDC meeting for Committee discussion and vote to recommend to the City Council. The EDC voted unanimously to recommend the City Council adopt to the proposed amendments to the Rules as modified. City Council first reading for this item was held on March 21st followed by a second reading and vote to approve recommended amendments at the April 4th City Council meeting, which occurred at the April 4th meeting. Staff is in the process of conducting due diligence on all one hundred tax-acquired properties toward finalizing City property disposition.

Lease of City Properties

Leasing City owned properties requires City Council approval. Policy discussion regarding the leasing of City owned properties needs to be discussed. Examples of commercial leases requiring EDC (in the form of a recommendation to the City Council) and City Council action include:

Ocean Gateway to support a new ferry operator lease. A proposed Lease is scheduled to be presented to the EDC at their April 26th meeting followed by a City Council vote at their May 2nd meeting.

Portland Ocean Terminal tenant leases including Ready Seafood Companies. It is noted that the Portland Ocean Terminal is a separate goal in this work plan.

Spring Street Parking Garage Commercial tenant leases including the Pirates (existing tenant) and 1,110 square feet of adjacent vacant commercial space is being marketed.

Next Steps include presenting commercial leases to the EDC when ready.

Eastern Waterfront Public Infrastructure Investment

Investing in public infrastructure is an important municipal government responsibility to attract private sector investment. Locations which require public infrastructure planning include both implementation of existing policies and creating new policy direction for investment:

Implementing Existing Policy:

Private Development Integration. The Economic Development Department is leading a Planning, Public Works, and Parks & Recreation Departments discussion to plan road and utility extensions in Portland's Eastern Waterfront planning district facilitating planned and future development consistent with the Eastern Waterfront Master Plan (EWMP.)

Next Steps. Staff will work with consultants to develop sketch level designs for public infrastructure for presentation to the EDC as the basis for planning and negotiations with private development interests. This will be presented at the April 5th EDC meeting.

Amethyst Lot Open Space Development. Implementing recommendations from the EWMP and conditions of approval from Ocean Gateway, to define program and design elements for signature waterfront open space promoting recreation and active use of the water in a park-like setting.

Next Steps. Pending City Council approval of funds recommended in the City Manager's budget, present a planning and public process scope to the EDC for advisement moving forward.

Establishing New Policy Direction:

Ocean Gateway to discuss reconfiguration of the "queuing area" located behind the fence to free up property for more diversified marine activity, support for the Portland Ocean Terminal, and expanded access to the water for commercial and public uses.

Possible new Pier development between Ocean Gateway and the Maine State Pier to support increased commercial use of the waterfront and support for the marine passenger industry.

Portland Ocean Terminal. Evaluate supporting infrastructure to attract increased commercial and marine tenant use of available 25,000 +/- square feet of vacant second floor office space and 70,000 square feet of vacant ground floor marine industrial space. It is noted that this is a separate Mayor and City Council Goal and tightly aligned with potential Ocean Gateway queuing area changes contemplated below.

Next Steps. See above

Portland Transportation Center (PTC)

In partnership with the MDOT, NNEPRA, and private sector property owners work to develop an expanded intermodal passenger station in the Thompson Point area.

Next Steps. Staff to work with the transportation agencies and private partners to establish timeline and work plan for PTC improvements. Present briefing to the EDC when completed.

Tax Increment Financing Districts

Annually the Economic Development Department issues a city Fiscal Year Report related to Portland TIF District activity. This report is available on the City web page at:

<http://www.portlandmaine.gov/529/Tax-Increment-Financing>

One recommended TIF District amendment to discuss, in 2016, is the possible geographic expansion is the Waterfront TIF District. The area to consider including in the Waterfront TIF District is East and West Commercial property expansion opportunities due to planned private sector investment projects and supporting public infrastructure needs.

Next Steps presenting any private TIF District request to the EDC for direction along with revisiting the Waterfront TIF District boundaries for possible expansion.

Outdoor Seating for Food Service Establishments

Review current permitting process/ordinance and any barriers, particularly for older buildings.

Other Unanticipated Matters

One recent example includes tour operating licensing referred by the City Council. Other unanticipated matters are expected to be added to the EDC Work Plan.

Other Economic Development Items Discussed in the Mayor and City Council City Goal Setting Session include:

- Research best practices;
- Look in neighborhoods to encourage restaurants in mixed use buildings;
- Rewrite the economic development plan with stakeholders and regional view;
- Stream line process for tax exempt property;
- Set up a City mechanism to attract festivals and events;
- Incentives for business clusters;
- Look at zoning in relationship to business development (example: East Bayside);
- Bring consistency to the approval process (Planning Board and Council);
- What do we need to be prepared for a downturn in the economy;
- Work with community on workforce development; CDBG;
- Extend sidewalk for restaurants;
- Review business and industrial development off peninsula and encourage more; and
- Deal with TIF review policy; how can they result in higher wages.