

CITY OF BELFAST

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Belfast, Maine 04915

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City Manager

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MANAGER'S REPORT
Belfast City Council Meeting
Tuesday, March 3, 2015
7:00 p.m.

TO: Mayor Walter Ash Jr. and Honorable Members of Belfast City Council

FROM: Joseph J. Slocum, City Manager

DATE: Friday, February 27, 2015

NOTE: Mayor Walter Ash will be away.

Agenda Items:

10-A Further discussion and possible action on the placement of one or more granite benches on the Armistice Bridge (AKA Foot Bridge).

There has been discussion about putting some type of seating on the Armistice Bridge for years. Recently we heard of a proposal to place two granite benches on the bridge. These are made of flat stone and have a clean appearance. From time to time people offered to donate benches to various City properties in memory of others. I believe that we will be asked to accept a donation of two benches that will bear a memorial to the donor.

10-B Request from Waldo County Emergency Office to use old runway at Airport as a staging area in the event of a major disaster.

Waldo County has an Emergency Management Office that works with various municipal state and federal officials to prepare for an address serious emergencies. There are many types of emergencies that can happen some are quite large in scope. The county is asked that the City allows them to utilize the abandoned runway at the Airport as a staging area if they had to layout and distribute a lot of material or equipment to respond to serious emergency. Staff supports this

request but the Council has authority over City property and must be the entity that gives the permission. Waldo County emergency management Director Dale Rowley will be at the meeting to answer any questions.

10-C General discussion on the implementation of emergency services response and incident support for Belfast and Waldo County.

Emergencies happen. They come in all shapes and sizes. Crucial to the success of any response is the organization of “incident command”. At every house fire, automobile accident, etc. there is someone designated to be the “IC” or incident commander. These are people who are trained to make split-second decisions and to implement emergency responses in an efficient and speedy manner.

Some potential emergencies can or will exceed the resources of any individual community and as such agreements are formed between communities to iron out – in advance- an effective process that can be immediately activated to set up and to coordinate “incident command”. From time to time there have been questions as what we would do or how we would respond to a major disaster in Belfast or in the area. This is precisely the kind of work that is analyzed and planned for by Waldo County Emergency Management Agency on a full time year round basis. I have asked its Executive Director, Dale Rowley to come to the meeting and discuss these municipal agreements and the arrangements that are set up in advance in hopes that if we have a major disaster that we have a competent response.

In general the City Manager and the City Emergency response Director (our Fire Chief) will manage any major emergency that the City will face. There is provision for the Police, Department of Public Works, and Communications, etc. If we need to set up an Emergency Operations Center it will be at the Fire Station. If we need to set up a media center then it will be done from City Hall. We have protocols for evacuations, mass care facilities such as the boathouse and potentially the schools. The Fire Chief is the “Incident Commander” for all hazmat and mass casualty incidents. The Police Chief is “Incident Commander” if the incident is criminal in nature.

There has been some discussion in the past about the absence of a significant role of the Mayor or City Council members themselves if we have a major emergency and this is something that we should discuss. In my mind emergencies call for quick decisive decisions and actions. Having said that, a really major emergency will require our very best communication efforts.

If we actually set up a media communications center at City Hall then every elected official would be invited to be there or would be regularly briefed by any communication possible. The City Manager has telephone and other contact information with him for all City officials and emergency response offices 24 hours a day, 7 days a week. The Fire Chief, the Police Chief and Public Works Director do as well.

In your packet I include our emergency response plan which was approved by the Council last June. I also include our proposed agreement with the County for Incident Command Support. It

is the role of the Council to either approve or disapprove this agreement. I am recommending approval and requesting signatures at the meeting.

10-D Discussion of a recommendation from the Harbor Committee to change City Harbor rules to allow a mooring owner in the Outer Harbor to keep their mooring if they use it at least once every two years.

We have spent a lot of constructive time recently in updating our planning for the Inner Harbor. This in turn has inspired additional need to evaluate mooring availability in the outer Harbor (Breakwater out). After some discussion the Harbor Committee has recommended that the City adopt a regulation that says that if a mooring in the Outer Harbor is not used for 2 years then it is deemed abandoned and therefore available for reassignment. City Harbormaster Katherine Pickering has a memo attached in the packet and will be at the meeting to answer any questions that you may have.

10-E Request from the City Manager to approve a negotiated employment agreement with the Police Union.

The last City union agreement expired on June 30, 2013. Since that time not a single City employee has received any increase in pay or benefits.

The City has two unions one which represents the Police Department (15 people) and the other which represents the Public Works Department, the Transfer Station and the Wastewater Treatment Plant (16 People). The City has 35 other full-time employees, but none of them is represented by Union. Over the last 10 years the City has extended similar treatment to nonunion employees as they have to unionized employees.

The City of Belfast is blessed with high quality dedicated employees. This is absolutely true in our Police Department. As a Manager they make me grateful on a daily basis of the problems we do not have. I recently testified in Augusta against cuts in revenue-sharing. In my comments I stated flatly that I had never met an overpaid police officer and I had the names and faces of the Belfast Police Department in my mind when I said it.

We have spent almost 2 years in negotiations with them, trying to find a way to treat them fairly and also trying to keep the taxpayers support for them to a reasonable level. This was a difficult exercise for all involved- including the Council.

In the 2013-2014 budget which ran from July 1, 2013 to June 30th 2014 the City Council made a commitment to the taxpayers that we would not raise their property taxes a penny because of the City Budget. As a consequence, no City employee received any cost of living adjustment or benefit increase. This was a major point in negotiations and I am pleased to report that the Police Union has agreed that there will be no increase in the cost of living or any other increase or benefit to them for that complete year. Accordingly, I will need authority from the Council to sign a one year agreement to reflect a zero increase from July 1, 2013 to June 30th 2014.

We love the County and the schools. They represent 71 cents of every dollar paid in property taxes. None of their employees took a zero increase during this period and as a Manager and a co-worker trying to find ways to hold property taxes down--- I hope they can find a way to help with that. City employees should not receive lesser treatment than other employees who are paid out of the same property tax bill.

The second major theme of the negotiations had to do with how the City could improve upon what it does to provide dependent health care. The City has paid 100% of individual employee health insurance (which is presently \$708 a month) but only \$100 a month toward dependent care for employee's children or spouse. This meant that employees who wanted to purchase health insurance for their children would have to pay a total of \$396 a month out of their own pocket. If they wanted to insure their spouse with or without the kids, then the employee would pay a total of \$963 a month out of their own pocket.

While Belfast's payment of 100% for individual coverage was on the high side of what most municipalities do in Maine, our contribution toward dependent care ranks among the worst in Maine. The norm for dependent care is about 80% employer 20% employee. At \$100 a month Belfast was close to that for kids but only about 9% (not 80%) for a spouse.

Why should we provide health benefits that are more in line with others? To retain the good employees that we have and to be able to effectively recruit the employees that we need. Over the last several years we have lost employees and job candidates over our poor contributions toward dependent care.

After a lot of detailed negotiation I am asking the City Council to authorize me to sign a second contract with the Police Union for an additional three year period commencing July 1, 2014 to June 30, 2017.

This second contract proposes to implement a better health care benefit for dependents coverage with a first ever contribution toward individual health care coverage by all existing employees.

The Terms of these two proposed agreements are as follows:

Two Contracts:

Contract #1 One year 7/1/13 to 6/30/14 No Change Zero increase

Contract #2 Three year 7/1/14 to 6/30/17

COLA 1% each year for all three years (1%, 1%, 1%)

7/1/14 to 6/30/15 YR #1 No Change in Health Insurance

7/1/15 to 6/30/16 YR #2 &3 All members pay 10% Individual Coverage Only

Employees hired after 1999 who wants dependent coverage
Pay 20% for all coverage including Individual coverage

The Police employees who will benefit the least will be those that do not need nor do they opt to pay 20% of Dependent care. The employee who will benefit the most will be the one who agrees to buy dependent care for their spouse and pay 20% of that cost. The employees who will receive something in the middle will opt to buy dependent care for their children and pay 20% of that cost.

From this point forward no matter what health plan an employee chooses they will be paying for a percentage of it. If the price goes up they will share that increased burden with the City. We are also offering a buy out to any employee who can document that they have alternative medical coverage. The payment will be less than half of the monthly cost of individual coverage.

I will be asking the Council to approve these agreements.

10-F Update on City effort to proceed to remove vegetation at or near the Airport that interferes with federally required airspace clearances.

We have to maintain the existing runway at Belfast Airport which we have operated for over 60 years. We did an updated study to assess how we were doing with maintaining the federally required airspaces that must be kept open and free of obstructions like tall trees. The closer to the runway the greater the airspace above must be maintained. The farther from the runway the lower the required air spaces are. Over the next 1.5 to 2 years we will be working to secure additional airspace easements where we need them and clearing some areas where we already either own the property or already have existing easements. We will need additional easements, which we hope to pay for through federal grants, because trees have grown and because federal requirements have changed.

This is more of a large procedural undertaking than it is a physical project. The Community needs to be engaged, individually affected property owners met with, DEP and environmental reviews due to wetlands, federally approved appraisers doing federally approved appraisals, a review of that appraisers work done by a second federally approved appraiser, public meetings, negotiations, funding applications, legal documents prepared for signatures, compensation to be paid and somewhere some cutting to preserve the runway that we have today. This has nothing to do with any discussion or thoughts about a possible airport expansion one day.

This is on the agenda to share with the Council and the Community the letter we are sending out to everyone around the airport. We hope to have a public meeting in mid-March to invite the whole community to hear what is and what is not being proposed. To achieve what we need to achieve will take a lot of communication, time, patience and just plain old fashioned hard effort. I hope that the entire community will think of this as a trip which will take us all some time to get there but hopefully, when we finally do, that we get there together.

Do we really have to do all this? Yes if we want to keep our current airport runway as it currently is. I have attached the letter that the neighborhood is getting to provide more detail on the project.

10-G Discussion and possible action on awarding a construction contract for the Downtown Revitalization Project.

This is the project that will upgrade the infrastructure, parking and connectivity between Main Street and Belfast Common. We had a lot of contractor interest and 6 bidders. Unfortunately all bidders came in over our anticipated budgets. As a result we have removed some of the work and we hope to do that work ourselves. We also negotiated the price downward with the lowest qualified responsible bidder. Attached to this packet is a memo from City Planner Wayne Marshall which outlines the need for \$530,000 in City funds which would be added to the \$500,000 grant the City has received.

Ultimately the Council will need to award the contract and approve the money. We will see at the meeting if you are ready to do this or whether you want more time or information.

10-H Consideration of a request to authorize short term borrowing (to be refinanced next year) for a variety of City Projects.

Belfast has quite a few projects underway. Until recent bids on the Downtown Revitalization Project came in, we did not have solid numbers on how much we were going to need for that project. The idea here is that we would temporarily finance what we need and then go to permanent- 20 years financing- next year when we know how much we will need to fund our portion of the Front Street Reconstruction as well.

Eventually these projects could call for up to \$2,000,000 in City funds. We would expect to pay the debt service on the borrowed \$2,000,000 from the Downtown Tax Increment financing District (TIF). This means that the cost of the debt would not be paid by general City taxpayers but rather from the increased taxes that are paid by the property owners within the Downtown TIF District for the increased value of their properties that resulted from new investment they put into those properties. The Shipyard is a good example. The taxable value of the property before the Shipyard is much lower than it is today. When they pay their tax bill the part that reflects the old value goes into the general fund to pay for City services. The part of their tax bill that reflects the increased value from their increased investment goes into the Downtown TIF account which is used for purposes that benefit that District- like rebuilding Front Street.

As with all of our long term borrowings – they are refinanced whenever there are opportunities to save upon interest. Here is an overview of Projects and the amounts we presently need to move them forward.

Downtown Revitalization Project: Project Cost \$1,030,000- Grant \$500,000 and need another \$530,000.

Front Street Reconstruction: \$3,800,000 -Grant for \$1,900,000, -Water District \$600,000 and we will eventually need another \$1,300,000. Right now we only need \$150,000 for Engineering and \$270,000 for the house we bought at the intersection of Front and Bridge Streets

Clean up of Maskers Property: \$240,000 Project -Grant \$200,000 and we need another \$40,000 for the City's share.

Right now we need about \$1,060,000. When we go to actually reconstruct Front Street in 2016 we will need the rest and we will move to permanent financing at that time.

Presently, we would like to do short term borrowing for about 12 to 14 months.

I am asking the Council for authority to borrow up to \$1,000,000 for these three projects for up to 16 months.

I have asked for more permission than I currently need for either the amount or the time so as to alleviate any need for another vote on a relatively small issue. We presently expect to be out to bid on Front Street in January of 2016 and to the Maine Municipal Bond Bank for permanent financing in February of 2106

10-IConsideration of a request for a Poverty Tax Abatement.

We have received a Poverty Tax Abatement Request which the Council had previously review in Executive Session as required by law. We now need a vote to support that request. By law we cannot disclose either the owner or the property. I need a motion to approve this abatement in the amount of \$1,435.87.

10-J

Update on General Assistance.

I recently took an updated training in GA and we will be asking that you appoint Nora McGrath and myself as additional GA Administrators for the City. The idea is to have several of us available in the case of need. We have done this in the past but it's best if Council actually appoints us.

I have many impressions from the training. I have decided to include in your packets the power point presentation that was used in the training for your general information. My overall impression is that being a GA Administrator is a difficult job.

#1. The GA Ordinance has a lot of specifics as well as a lot of gray area where significant and consequential outcomes can occur because of the discretion often left to any GA Administrator.

#2 The second hard part of the process is the fact finding process to understand the applicants actual situation in terms of income, residence, who lives with the applicant and the applicants need. It is a difficult job to take an applicant through the detail required to make a decision and the Statute and the ordinance put the burden on the applicant to supply information that verifies their situation. Again there is some discretion here as well as to how much detail or proof one has to supply to have the General Assistance Administrator satisfied that they can then move forward to a decision. At the Class different GA Administrators around the State had some disagreement among themselves on the same fact patterns. Some said "Use Common Sense" or "your best judgment".

#3 GA states clearly that people have to use and access other available resources before they use GA and if someone is really eligible the amounts that they are eligible for are really very low. A person who receives a \$700 a month Social Security check is not eligible for GA even if her rent alone is \$700 a month.

How best to address this? I think by having more than one of us actually handle applications and more importantly establishing procedures and policies that ensure continuity. Toward that end I am providing a list of Policies that I as City Manager am currently implementing. I will abbreviate this list and bring it to the next Council Meeting for adoption of the Council itself.

10-K Request from the City Manager to go into Executive Session to discuss a litigation matter pursuant to 1 MRSA 405 (6) E.

10-L Discussion and possible action regarding Federal Court of Claims proceedings brought by Rail Trail abutters.

We are not sure that this will be acted upon at this meeting. As we discussed during the railbanking process, there is a body of law that allows abutters to a rail trail to bring an action against the federal government to receive damages for claimed loss of property value due to the railbanking of a railroad right-of-way. These cases rest on the thinking that if the ownership of the railroad right-of-way would have reverted to the abutters if the railbanking process were not used. Some abutters to our rail trail have signed on with a Missouri firm and are pursuing an action in the federal Court of Claims to seek damages from the federal government.

We are being asked to consent to a court action that would rescind the easements that some of these abutters gave the City before the Council decided to use the railbanking process. Their attorneys feel that these easements may impede the plaintiffs' ability to receive damages from the federal government. Everyone agrees that this litigation has no bearing on the future of the rail trail. It has complete legal authorization that is not subject to challenge. The only question is whether or not the abutters have a monetary claim of damages against the Federal Government.

That's about it. Thanks to all those who have kept their spirits up over the last two weeks. Have a safe and enjoyable weekend.

**City of Belfast
Consent Agenda
Tuesday, March 3, 2015
Meeting #17**

The following items are proposed as our Consent Agenda. As in the past the items are voted on in one blanket motion to the affirmative. One Councilor makes a motion to approve the items as stated, and then another Councilor will second that motion and the whole Council votes. If a Councilor requests an item be removed from the consent agenda, they do so during the adoption of the agenda. If a member of the public requests that an item be removed from the consent agenda, they can do so in the open to the public section. Suggested motions are listed and supporting material is enclosed.

9) Permits, Petitions and Licenses - Consent Agenda

- A. Request to approve an application by Rosamond Peters d/b/a Nautilus Seafood & Grill, LLC located at 95 Searsport Avenue, Belfast, Maine for a renewal Malt, Spirituous and Vinous restaurant/lounge liquor license.**

Motion to approve an application by Rosamond Peters d/b/a Nautilus Seafood & Grill, LLC located at 95 Searsport Avenue, Belfast, Maine for a renewal Malt, Spirituous and Vinous restaurant/lounge liquor license.

- B. Request to approve an application by Michael Casby d/b/a Trullium Events, Inc. located at 31 Pendleton Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous qualified caterer liquor license.**

Motion to approve an application by Michael Casby d/b/a Trullium Events, Inc. located at 31 Pendleton Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous qualified caterer liquor license.

- C. Request to approve an application by Alessandro Scelsi d/b/a Meanwhile LLC located at 2 Cross Street, Belfast, Maine for a new Victualer's License.**

Motion to approve an application by Alessandro Scelsi d/b/a Meanwhile LLC located at 2 Cross Street, Belfast, Maine for a new Victualer's License.



10.A

10.B

**SUPPORT AGREEMENT BETWEEN
The County of Waldo and the City of Belfast**

The undersigned Officers for the City of Belfast, Maine and for the County of Waldo, Maine; hereby agree to the following to take place following the Declaration of a State of Emergency within Waldo County by the County Commissioners, in accordance with Title 37-B M.R.S.A. Chapter 13.

That an unoccupied section of runway 10-28 at the Belfast Municipal Airport, be made available to the Waldo County Emergency Management Agency for use as a Resource Staging Area for emergency supplies and equipment provided during the response and recovery phases of a natural disaster or major emergency.

It is hereby understood that the infrastructure provided under this understanding shall be at the discretion of the City of Belfast. The City of Belfast shall have the primary interest of the protection of its own property and does not assume any responsibility or liability for the activities of the emergency management authorities.

This agreement releases the City of Belfast from liability relating to the emergency Resource Staging Area.

The City of Belfast is offering the use of an unoccupied section of the 10-28 runway for use as a Resource Staging Area during or following a natural disaster or major emergency. This section of the runway is the portion on the west side of the active runway 15-33. No emergency management vehicles or personnel or response equipment and materials will approach, cross or occupy (1) the active runway at any time (including the area designated by the Federal Aviation Administration as the Runway Object Free Area); and (2) the area within 500 feet of the Automated Weather Observing System (AWOS) during the use of the property. All access will be from the gate located between the facilities currently known as the Duck Trap and Little River Apparel facilities.

Activation of the agreement would follow a declaration of a State of Emergency by the Waldo County Board of Commissioners followed by the submission of a letter, requesting the activation of the agreement, provided to the City of Belfast.

This Agreement shall remain in effect until May 1, 2018. However, the City of Belfast retains the right to terminate this agreement at any time with a written notice sent one (1) week prior to termination.

Chair, Commissioners, Waldo County

Date

City Manager, City of Belfast, Maine

Date

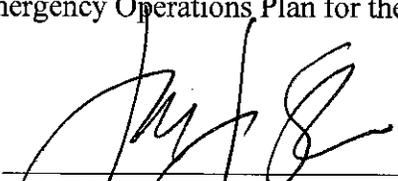
2014 Emergency Operations Plan

Belfast, Maine

10.C

EMERGENCY OPERATIONS PLAN APPROVAL

The Emergency Operations Plan for the City of Belfast has been approved.



City Manager

6-3-14
Date



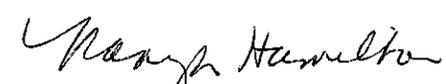
1st Councilman

6/3/14
Date



2nd Councilman

6-2-14
Date

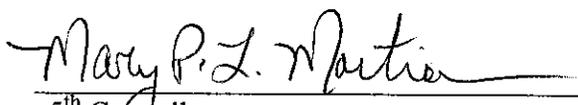


3rd Councilman

6/3/2014
Date

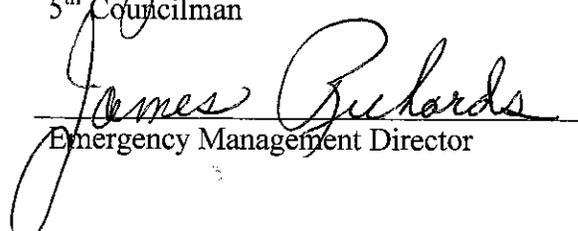
4th Councilman

Date



5th Councilman

6/3/14
Date



Emergency Management Director

4-22-14
Date

Belfast Emergency Operations Plan

TABLE OF CONTENTS

Section	Page
Table of Contents	1
Distribution	1
BASIC PLAN	2-6
FUNCTIONAL ANNEXES	
A – Direction and Control	7-8
B – Communications	9-10
C – Warning	11
D – Emergency Public Information	12
E – Evacuation	13-14
F – Mass Care	15
G – Health & Medical	16
H – Resource Management	17-18
HAZARD ATTACHMENTS	
1 – Severe Winter Storms	19
2 – Forest Fires	20
3 – Flooding	21
4 – Hazardous Materials	22-24
5 – Severe Summer Storm	25
6 – Hostile Incident at School	26

DISTRIBUTION

- City Office of Emergency Management
- Fire Station
- City Hall Records
- School Principal's Office
- Waldo County Emergency Management Agency

Belfast Emergency Operations Plan

BASIC PLAN

PURPOSE

The municipal disaster emergency plan is required by Maine State Statute, Title 37-B M.R.S.A. sec. 783. The disaster emergency plan shall be known as the Emergency Operation Plan or EOP.

The municipal Emergency Operations Plan (EOP) identifies the most likely types of disaster that the municipality would face. This plan defines the activities to be completed and the resources that will be called upon to respond to the disaster.

Throughout this plan, the City of **Belfast** shall be referred to as the "City". Activities and resources printed in the Waldo County EOP will be utilized to the greatest extent possible. This will reduce the size of this municipal EOP and standardize the response procedures throughout the County. This municipal EOP will be a supplement to the County EOP and both should be utilized during any disaster response. The Waldo County Emergency Management Agency (WOEMA) is responsible for the development of the County EOP.

SITUATION AND ASSUMPTIONS

The Waldo County EOP identifies the following type of disaster hazards that the County could experience.

- Infectious Disease Outbreaks
- Flooding
- Forest Fires
- Hazardous Materials Releases
- Severe Summer Storms
- Mass Casualty Incidents
- Maritime Incidents
- School Violence Incidents
- Severe Winter Storms
- Terrorist Attacks
- Petroleum Tank Fire
- Aviation Incident

The inland towns will not directly experience Maritime Incidents, but may be called upon to assist through Mutual Aid.

Review the County EOP for detailed information regarding the specifics of each disaster hazard and the types of impacts that would be faced throughout the County.

The City does not employ a career emergency management director (EMD). Preparedness activities will be limited to involvement of the volunteer EMD in the CEMA program, the approval of this City EOP, use of County EMA-provided response guidance, and training and exercises organized by the County EMA office.

Belfast Emergency Operations Plan

The following emergency services are provided by:

Law Enforcement	Belfast Police Department
Emergency Medical Services	Belfast Ambulance Service
Fire Protection	Belfast Fire Department
Hazardous Materials Response	Belfast Fire Department/Waldo County DST
Hospital Emergency Services	Waldo County General Hospital
Public Works	City Public Works Department

The population of the City is: 6800

CONCEPT OF OPERATIONS

1. The City Manager is ultimately responsible for the timely and effective response to any disaster incident within the City. The City Emergency Management Director (EMD) has been appointed to complete emergency management activities, such as Preparedness, Response, Recovery and Mitigation, on behalf of the Board of Selectmen.
2. Final authority on all decisions impacting the City, its residents and its finances lies strictly with the City Manager. The City Manager is authorized to take whatever actions are necessary to prevent the loss of life and property within the City.
3. The Emergency Management (EM) Director is responsible to the City Manager for coordinating disaster response activities, requesting resources from mutual aid partners and the County and for compiling disaster information.
4. Disaster notifications may come from the National Weather Service (NWS), the Emergency Alert System (EAS), and the Waldo County Regional Communication Center (WCRCC) by radio-page to the Town Fire Department, or from the Waldo County EMA.
5. The City Manager or the EMD may activate the Emergency Operations Center (EOC) or initiate the Emergency Operations Plan if they determine that the disaster situation warrants the activation. Key City officials and citizens will be recalled to man the EOC.
6. When the emergency is beyond the control and resources of the City, a request for assistance may be made through the County EMA to the Maine Emergency Management Agency (MEMA). The Maine Governor may declare a disaster anywhere in Maine and make State resources available to save lives, protect property and aid in disaster recovery.

Belfast Emergency Operations Plan

7. Local mutual aid agreements (MAA) exist between all towns and the City of Belfast in Waldo County. A State MAA exists in State Statute that includes the entire State government and all of the county and municipal governments.
8. For a local emergency an Incident Commander (IC) will assume command at the scene. Communications will be established between the IC and the City EOC or the County EOC. Most of the Logistical, Finance and Planning capabilities will be located at the EOC. The IC will retain all Operations Section personnel and some limited Logistical and Planning support.
9. For a county-wide emergency, such as a severe winter storm, all emergency operations will be run out of the City EOC. City emergency personnel will be dispatched by the City EOC for specific tasks such as checking up on residents during a prolonged power outage or delivering situation reports when hard-line communications are out.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The following City officials may be tasked during a community emergency or disaster:

City Manager:

1. Assumes responsibility for the overall City response and recovery operations.
2. Make policy decisions relating to the disaster response and recovery.
3. Approves the EOC manning assignments recommended by the EM Director.
4. Approves press releases to the media.
5. Oversees the Damage Assessment program.
6. Carry out welfare general assistance, as required.

Emergency Management Director:

1. Organizes and facilitates the City EOC.
2. Develops all town emergency plans and procedures.
3. Coordinates with Waldo County EOC.
4. Coordinates with local School.
5. Collects individual and public assistance information.
6. Responsible for the tracking and assignment of disaster resources.
7. Establishes EOC communications.
8. Completes the Damage Assessment and Situation Reporting

Fire Chief:

1. Oversees all fire department resources and directs fire department operations.
2. Responsible for initiating and implementing emergency evacuations.

Public Works: Coordinates road damage assessment, repair and maintenance.

City Clerk/Treasurer:

1. Staffs EOC telephone and documents information.
2. Tracks disaster expenditures and pays bills authorized by the City Manager.

Belfast Emergency Operations Plan

Chief of Police:

1. Notifies town residents of special meetings and assistance programs.
2. Point of contact with law enforcement agencies.

Animal Control Officer: Coordinates services and assistance provided to animal victims.

Health Officer:

1. Report on the prevention and suppression of diseases and conditions dangerous to public health to the Commissioner of Human Services.
2. Receive and evaluate complaints concerning nuisances posing a potential public health threat within the town.
3. Order the suppression and removal of nuisances and conditions posing a public health threat found to exist.

ADMINISTRATION AND LOGISTICS

The City Manager and the EM Director are responsible for the activation of this plan.

The City EMD is responsible for the submission of reports to the County EOC. The City EOC staff provides reports of response activities, damages, and other related information to the EMD. The EOC staff keeps records on all actions, expenditures and financial obligations.

All City disaster expenditures must be approved by the City Manager on the City Warrant. The City Treasurer will complete all financial actions once the expenditures have been approved.

PLAN DEVELOPMENT AND MAINTENANCE

Deficiencies found in this plan should be summarized and submitted in writing to the EMD when noted.

The EMD shall review the entire plan annually and ensure that all procedures, policies, data and responsibilities are current and reflect actual assignments.

All changes to the plan will be approved by the City Manager.

AUTHORITIES AND REFERENCES

- The "Civil Emergency Preparedness Ordinance of the City of Belfast", August 15, 2006.
- Title 37B, Chapter 13, Maine Revised Statutes Annotated (MSRA), the Maine Emergency Management Act, as amended.

Belfast Emergency Operations Plan

INSERT TOWN MAP HERE

Belfast Emergency Operations Plan

ANNEX A - DIRECTION AND CONTROL

SITUATION

Many hazards can cause disasters of a magnitude that makes centralized direction and control necessary. The City EOC will be established by the City Manager or EM Director if they feel the emergency warrants the establishment. Emergency staffing must be documented with the EMA Director for protection under State law.

CONCEPT OF OPERATIONS

The priority in emergencies is to save lives, limit injuries, limit damage to property, maintain the continuity of government, and return the City to normal.

The City has established the National Incident Management System (NIMS) as the municipal standard for incident management by ordinance. This system provides a consistent approach for all levels of government to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity. By adopting NIMS, the City utilizes standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters. The NIMS Incident Command System (ICS) is utilized by all City emergency responders for incident management.

The City Manager has responsibility for the continuance of local government operations. The EMD assists the City Manager in this task. The City Manager or the EMD may activate the City EOC or initiate the Emergency Operations Plan (EOP) if they determine that the disaster situation warrants the activation. Key City Officials and citizens will be recalled to man the EOC. The EOC may be activated at three different manning levels.

EOC ACTIVATION LEVELS

LEVEL	STATUS	ACTION
1	Standby	EMD monitors the ongoing situation
2	Increased Readiness	EMD staffs the EOC on a temporary basis
3	Full Activation	Entire EOC staff recalled; 24 hour shifts established

The City EOC is located at the City Fire Station.

The City EOC's communications capabilities include telephone, internet and 2-way radios. All Fire Department personnel can be reached through the WCRCC via radio-pagers.

If an incident command post (ICP) is established, the incident commander is the senior officer on the scene from the emergency service best suited to handle the situation. The ICP keeps the EOC informed of the situation. The City EOC keeps the County EOC informed.

Belfast Emergency Operations Plan

ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

The City Manager exercise broad control over emergency operations. The Councilmen provide guidance on policy and approve information for the public. City officials staffing the EOC assure work is accomplished in a mutually supportive way. The EOC staff will keep in contact with field forces and record their status, issue instructions to personnel, monitor progress, and keep the City Manager informed.

When directed by the City Manager or by the EM Director, the EOC will be established and manned. At the discretion of the City Manager or EM Director, the following City officials and volunteers may be included in the City EOC:

City Manager	City Clerk
Emergency Management Director	Treasurer
Fire Chief/Fire Warden	Animal Control Officer
Police Chief	Public Works
Health Officer	Volunteer Coordinator
Radio Operator	Ambulance Director

Actual EOC operational procedures are included in Job Aids provided by WOEMA.

ADMINISTRATION AND LOGISTICS

The EOC may require 24 hour manning during the emergency period. Additional volunteers will need to be sought out.

Resource requests and situation reports are compiled and forwarded to the County EOC daily. Damage Assessments are forwarded to the County EOC as available.

The EMD maintains an events log.

Belfast Emergency Operations Plan

ANNEX B - COMMUNICATIONS

PURPOSE

Communications during an emergency are critical. This annex will describe the communications capabilities of the City.

CONCEPT OF OPERATIONS

Most local emergencies should leave the telephone system intact, however certain disasters, such as a severe storms, could knock out telephone communications. Telephones shall be used as the primary means of communicating. Two-way radios shall be used as a secondary means of communication and as the means to communicate with personnel in the field. As much as possible, e-mail shall be used to transfer photos and large amounts of data.

When neither the telephone nor public safety radio, are successful, amateur radio operators and runners may be used. Volunteers with appropriate vehicles (4WD, ATV, snowmobiles, etc) will be requested to support this measure. Request for amateur radio support can be made to the County EOC.

The primary EOC phone number is 338-3362. An alternate number is: 338-3370.

The EOC fax number is 338-6222.

The City EOC will have the following radio frequencies programmed into a base station:

Identifier	RX	TX	PL/Decode	PL/Encode
Waldo EMA	156.1425	158.9700	123.0	123.0
FIRE South	159.1350	151.1000	123.0	123.0
FIRE North	155.3850	153.9500	123.0	123.0
Waldo Tac-1	155.8275	155.8275		
Waldo Tac-2	158.9475	158.9475		
Waldo Tac-3	158.9775	158.9775		
Common Channel-1	151.6625	155.4300	123.0	123.0
Common Channel-2	154.8975	159.1050	123.0	123.0
State Fire	154.3100	154.3100		

The EOC has a VHF radio base station. All first responders are issued a VHF radio-pager and/or a VHF portable radio. All public safety vehicles are equipped with mobile VHF radios.

The City Hall (citymanager@cityofbelfast.org) and Fire Department (firechief@cityofbelfast.org) both have Internet and E-mail connectivity.

Belfast Emergency Operations Plan

The EMD shall maintain a telephone contact list for all City officials and officers. For privacy reasons, this contact list will not be included in the City EOP.

TELEPHONE CONTACTS

AGENCY	LOCATION	TELEPHONE #
Waldo County RCC	2 Public Safety Way, Belfast	1-800-660-3398
Waldo County EMA	4 Public Safety Way, Belfast	338-3870 Fax 1890
Waldo County Sheriff	6 Public Safety Way, Belfast	338-2040
Maine Forest Fire Control	Augusta	287-2275
Maine DEP	Augusta	1-800-482-0777
Maine State Police	Augusta	1-800-452-4664
National Response Center	Washington D.C.	1-800-424-8802
Poison Control Center	Portland	1-800-222-1222

Belfast Emergency Operations Plan

ANNEX C - WARNING

CONCEPT OF OPERATIONS

The primary means of warning the City is for the County Regional Communications Center (RCC) to page out the fire departments.

The County EMA will use telephone calls, radio transmissions, e-mail, and SMS text messages to alert the City EMD and other City officials.

The primary National Warning System (NAWAS) warning point for Waldo County is the Waldo County RCC. The RCC is staffed on a 24-hour basis. The Waldo County EMA is the alternate warning point.

The National Oceanic and Atmospheric Administration (NOAA) Weather Radio system covers the entire County. It also provides warnings of hazard situations; e.g., severe weather, national security and nuclear power incidents.

The Emergency Alert System (EAS) is activated by the Maine Emergency Management Agency (MEMA) or the State Public Safety Warning Point. The City EMD may contact the County EMA Director or WCRCC to request activation of the EAS system. The County EMA will pass the request to MEMA. The City EMD may also contact area radio stations directly to request that they pass emergency information.

The EMD is responsible for alerting the City Manager and City officials. The EMD is also responsible for providing warning to the School and the public via warning devices and mobile notification.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The City Manager are ultimately responsible for ensuring that alerting and warning capabilities exist and special needs populations (school children and elderly) are notified.

The EM Director shall update City Official Phone Roster, alert EOC Staff, relay fan-out information and report status to the County EMA.

The City EOC shall initiate warning communications to city residents through phone calls, traveling teams or by commercial radio stations.

ADMINISTRATION AND LOGISTICS

The EMD will make written reports of alert notifications received, actions taken, and times of completion. These reports are recorded and provided to the County EOC.

Belfast Emergency Operations Plan

ANNEX D - EMERGENCY PUBLIC INFORMATION

CONCEPT OF OPERATIONS

The City has an ongoing program to provide information about potential hazards, local government preparedness activities and emergency services to the public. Activities may include brochures, pamphlets, publications, and press releases.

City residents will need to be notified immediately if forest fires, a hazardous materials accident, or a terrorist situation forces them to either shelter in-place or to evacuate. Residents will need to be informed, as soon as time permits, as to actions they should take during flooding of roads or a severe winter storm. The City's School and the elderly living alone should be notified and assisted first.

The primary means of dissemination will be by telephone. The City EOC will call key residents on each of the city roads and request that they pass the word to their neighbors.

The secondary means of dissemination, especially within the immediate danger zone, will be by using the Fire Department to go door-to-door.

The EMD should consider contacting radio and television stations to disseminate information.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The City Manager and/or EMD will initiate the dissemination of emergency public information.

A Media Center will be established in the City Hall for a major incident that the TV Media arrives in City. Media briefings are held as frequently as possible. Media releases are prepared in the EOC and approved by the City Manager. The EOC will monitor radio & television news for media feedback information.

Either a member of the Board of Selectmen or a volunteer will be selected to be the Public Information Officer (PIO). The EMD may also act as a PIO. The PIO is responsible for providing emergency information to the public and media. The PIO keeps logs of emergency information activities. The Public Information Officer (PIO) is responsible for all contacts with the media.

Emergency information is released to the local media through the EOC. Information is verified before release. Rumors are investigated and correct information issued if necessary. Radio, television and newspaper announcements are monitored to ensure accuracy.

Belfast Emergency Operations Plan

ANNEX E - EVACUATION

SITUATION

Evacuations may be used to protect the health and safety of the public. Private vehicles and school buses are the primary means of transportation. Emergency services vehicles are also used when needed for incapacitated people. No one can be forced to leave their home, but efforts are made to inform every one of the threat and of help available for evacuees.

City residents may be evacuated if they are threatened by an out-of-control forest fire, a hazardous materials accident, or a terrorist situation. A forest fire threat exists in all parts of town. The most likely location for a hazardous materials accident is along the State Routes 1, 3,137, and 141 traffic corridors. The most likely location for criminal violence is at the local schools.

A slow, controlled evacuation of a few personnel may take place in a severe storm. The most likely evacuees will be elderly residents or families who lose the ability to heat their homes.

CONCEPT OF OPERATIONS

The Fire Chief will oversee a general evacuation of residents within the city. He may request assistance from the Belfast Police Department and the Waldo County Sheriff's Office.

For a criminal situation, the senior law enforcement officer from the Police Department, Waldo County Sheriff's Department or the Maine State Police will oversee the evacuation of the immediate area around the incident. They may request manpower and equipment assistance from the Fire Department.

The characteristics, path, and magnitude of the hazard determine the number of people to be evacuated, the time available, the evacuation routes, and the distance of travel. The Fire Chief is responsible for the final route determination. Evacuation will be coordinated with shelter operations, emergency information and traffic control operations.

The general population uses private transportation. Those without transportation, including elderly and handicapped will need to be transported by public transportation. The City EOC will contact the County EOC to request public transportation. The County EMA has agreements with the local School Districts and with the Waldo Community Action Partners (WCAP).

Evacuation and reentry instructions are given via radio, television, and by traffic control personnel. Signs and cones may be needed to help direct evacuees. Return to the evacuated area takes place when it is deemed safe for the citizens to return.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The City Manager is the authority for establishing evacuation policy.

The Fire Chief coordinates evacuation activities.

Belfast Emergency Operations Plan

The EMD compiles all evacuation information and provides reports to the County EOC.

The Animal Control Officer will coordinate efforts for the evacuation and sheltering of animals, especially farm animals.

ADMINISTRATION AND LOGISTICS

Attempt should be made to record the names of all those residents who have been evacuated.

Facilities that require special attention during evacuations include:

Facility	Population	Type of Population
East Belfast School	150	Elementary School Age Children
Capt. Albert Stevens School	300	Elementary School Age Children
Troy Howard Middle School	500	Middle School Age Children
Belfast Area High School	625	Teenagers
BCOPE	25	Teenagers
Tall Pines HCF and Residence	100+	Elderly
Harbor Hill	100+	Elderly
Reynolds House	Less than 50	Elderly
Group Home Foundation	Less than 25	Functional Needs

Belfast Emergency Operations Plan

EVACUATION INFORMATION (to be filled in during incident)

Roads/Areas to be Evacuated:	
Roads to Use for Evacuation:	
Shelters established:	
Method to disseminate information to those affected:	
How much time to complete evacuation:	
Evacuation Directed at (time):	
Transportation Assets to come from:	
Signage provided by:	
Traffic Control Points set up at:	

Belfast Emergency Operations Plan

ANNEX F - MASS CARE

CONCEPT OF OPERATIONS

It may be necessary to provide shelter for City residents and visitors. The City will not be responsible for opening Overnight Evacuation Shelters to lodge residents. The County EOC will be responsible for establishing regional Overnight Evacuation Shelters with support from the American Red Cross. The City may choose to open Warming Centers to provide a warm place for residents to go to during the day and to acquire food, water and take a shower.

Review the County EOP for all information regarding Regional Overnight Evacuation Shelters

If the City activates a Warming Center it will be located at the Boat House.

If the City has activated a Warming Center, then the City Manager will assign a Mass Care Officer to supervise operations in the facility. Consideration should go to a local community organization to request staffing for a shelter management team. The Mass Care Officer reports to the City EOC. Actions must be taken to register people reporting into the City Warming Center.

The City EMD will determine if there are any residents who do not have a place to stay the night and coordinate with the County EOC. Most people will stay with relatives or friends, instead of in an overnight shelter.

Food, water and sanitation supplies may be needed for the Warming Center. The City Manager must authorize any expenditure for the Warming Center.

Contact should be made with the Belfast Soup Kitchen (Laura Richards – 338-4845) or Senior Spectrum/Meals on Wheels (Allison Woods – 338-1190) as sources of food for the Warming Center

ADMINISTRATION AND LOGISTICS

The Mass Care Officer must keep the City EOC informed of the status of the Warming Center. The City EOC will keep the County EOC informed.

Complete records of expenditures and operations are given to the City EOC. If the city operates a Warming Center, the City may shoulder all the costs. If a Presidential Declaration is made, FEMA and the State may reimburse the City up to 90%.

Belfast Emergency Operations Plan

ANNEX G - HEALTH AND MEDICAL

CONCEPT OF OPERATIONS

It is critical that roads be kept clear of debris so that EMS personnel can locate and transport casualties.

A Mortuary Collection Point (MCP) will be established in a safe and secure area near the mass casualty incident scene for storage of the deceased.

Review the County EOP for detailed information relating to Health and Medical.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The Fire Chief is the incident commander (IC) for all hazmat and mass casualty incidents.

If the incident involves HazMat, the Fire Chief must initiate decontamination measures for the emergency responders, evacuees, and victims. The Fire Chief should request the County Decon Strike Team.

The Police Chief is the incident commander if the incident is criminal in nature (shooting, bombing, etc).

The City EOC will coordinate emergency medical assistance through the County RCC.

The City EOC will attempt to collect the names of all personnel who are injured, killed, or missing.

The City Manager will request and fund the use of heavy equipment needed for debris clearance.

Search and Rescue operations can be completed by the Waldo County Search and Rescue Team. Contact the County EMA or RCC to request the County SAR Team.

ADMINISTRATION AND LOGISTICS

The nearest Hospital with an emergency room is the Waldo County General Hospital.

The nearest Health Clinic is the Seaport Community Health Center.

Ambulance Services are provided by Belfast Ambulance Service.

The nearest Funeral Services are provided by Riposta Funeral Home.

Belfast Emergency Operations Plan

ANNEX H - RESOURCE MANAGEMENT

SITUATION

All disasters will require additional manpower, communications, and vehicles.

The City has its own employees for use in emergency response and recovery. Manpower will be city employees supplemented with volunteers. The initial manpower source will be the Fire Department. The City EOC or City Manager should contact other city residents to seek out volunteers. Manpower requests should also be forwarded to the County EOC.

Consideration should be made to contract with local contractors and individual residents for additional resources.

Hazardous Material Incidents will require outside support immediately. The owner of the HazMat is responsible for cleanup however the Fire Department is responsible for establishing hot, warm and cold zones, decontaminating, isolating and evacuating contaminated people, collecting and up-channeling information on the incident, and restricting access. Request the County Decon Strike Team and the County EMA immediately.

The City has no resources to respond to a Terrorist Incident except to extinguish any fires, search for explosives, evacuate the injured, and close roads in the area. The Waldo County Sheriff's Office shall be notified immediately.

Severe winter storms will require snow removal and debris clearance for local roads, and electrical power generation for the Fire Station and City Hall.

Flooding will require emergency road repairs, which must be contracted. Road damage assessment will be completed by Public Works.

CONCEPT OF OPERATIONS

The City will expend its own resources before requesting resources from other communities and other levels of government. Local mutual aid will be requested through the County RCC. State law enforcement and environmental resources will also be requested through the RCC. Most other resources will be requested through the County EMA.

The storage, maintenance and replacement of equipment borrowed from the County and State are the responsibility of the City. Records are kept for the request and deployment of these resources.

The City Manager will attend FEMA Public Assistance briefings to initiate the application process for public facilities. Accurate records of damages and expenditures are kept for federal reimbursement. Following a Presidential Disaster Declaration, the cost of local emergency response operations may be partially reimbursed through a federal disaster assistance program. Protective measures also may be reimbursed.

Belfast Emergency Operations Plan

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A volunteer should be assigned the job of Resource Officer. He/she is responsible for tracking major resources and those resources obtained from outside sources. Specific attention is given to the unique needs of special care facilities and populations.

The City Manager is the only City official who has the authority to approve contracts and expend town funds to procure emergency supplies, equipment, materials, and services.

The City Manager administers the community's general assistance programs. The EMD will provide FEMA Individual Assistance information to the town residents.

Public Works will coordinate resources to reopen blocked or damaged roads and bridges.

ADMINISTRATION AND LOGISTICS

The EOC staff will identify needs that cannot be met with local and mutual aid resources, and track these needs. When it appears local resources will be exhausted, a request for assistance is made to the Waldo County EOC.

The Town Supply Drop is located at the Boat House or Fire Station, dependent upon the nature of the hazard.

Requests for additional communications equipment should be made to the Waldo County EMA and WCRCC.

The EMD or Fire Chief will update the City Resource Sheet information and provide it to the County EMA office.

The EMD or appointed Resource Officer will coordinate the efforts of local volunteer organizations and unaffiliated volunteers. They will determine what volunteers are needed for what roles, depending on the type and severity of the incident.

A Volunteer Reception Center may be set up at the Belfast Area High School. Volunteers may be used for mass feeding, warming center operations, runners, and general labor.

The Public Information Officer will contact the area TV and Radio stations and request they make an announcement regarding the need for and type of volunteers.

Belfast Emergency Operations Plan

ATTACHMENT 1 - SEVERE WINTER STORMS

NATURE OF THE HAZARD

The City is very susceptible to severe winter storms. Central Maine can receive a great deal of snow and ice and air temperatures can drop to 30-50 deg F below zero. Quite a few City roadsides are heavily forested which take down power lines when trees fall.

RISK AREA

It is very easy for town residents to become trapped in their homes due to totally impassable roads, especially on the gravel roads. The major concern is the difficulty for emergency response by EMS and the Fire Department.

Another area of concern is for elderly residents who lose the capability to heat their homes and fail to communicate the danger they are in.

Finally, the electrical power distribution system is very susceptible to damage by accumulating ice and downed trees. Residents can be faced with extended periods of time (up to two weeks) without electricity. This will create difficulties with heating, water supply, sanitation, and food preparation.

DIRECTION AND CONTROL

The City Manager and EM Director should consider activating the EOC during an extended severe winter storm. The EOC will organize water supply, heat assistance, emergency food supplies, and disaster volunteers for disaster response, setting up shelters, and collecting damage assessment information.

Public Works and the City Manager are responsible for keeping the city roads open for traffic.

Central Maine Power's outage reporting hotline is 1-800-696-1000.

RESOURCE MANAGEMENT

The EOC will has an electrical power generator and hook up at the Fire Station to provide emergency power. The EOC will ensure that there is enough heating system and generator fuel, and batteries. The EOC should have a portable, battery-operated radio, capable of receiving NWS transmissions.

Belfast Emergency Operations Plan

ATTACHMENT 2 - FOREST FIRES

NATURE OF THE HAZARD

The City has a lot of forest land and fields. Therefore, during long dry periods, the city is very susceptible to grass fires and forest fires. Most will be minor incidents that the Fire Department, with mutual aid support will be able to handle. This attachment will deal with major, large scale wildfires.

RISK AREA

The most severe threat will be to homes and the city roads. The homes of many residents are completely surrounded by forest land. Many miles of city roads are tree lined. During a large wildfire, many roads could be blocked by burning trees and brush. Residents could very well be trapped within the wildfire with no way to reach safety. The Fire Department will be quickly overwhelmed; with many of the volunteers themselves becoming trapped within the fire zone.

DIRECTION AND CONTROL

All wildfires must be reported to the County RCC. The Fire Chief must quickly assess the situation and determine the scale of support needed. A large wildfire will require the support of the Maine Forest Service (MFS) and mutual aid. The Fire Chief should immediately request such support through the MFS. The City EOC will be activated. The Fire Chief is the Incident Commander, unless relieved by a MFS Ranger.

WARNING

Residents must be alerted immediately in order to provide time for a safe and orderly evacuation. The EOC will contact local radio and television stations and request that they broadcast information on the disaster. The warning should contain:

- 1) The nature of the emergency and current situation
- 2) What areas are affected and what roads are closed
- 3) What actions need to be taken by which Residents

If possible, the Town Office will start telephoning residents in the danger zones to help spread the warning information around quicker.

EVACUATION

The EOC will need to determine what routes will be used to evacuate residents. Contact the city officials of neighboring towns to make sure that you are not evacuating people in another city's danger zones. Attempt to post the evacuation routes and barricade the closed roads.

RESOURCE MANAGEMENT

City vehicles are limited to the Fire Department's and Public Works vehicles. However, several city residents do have logging equipment and bulldozers that can be used to open emergency evacuation routes and create fire breaks.

Belfast Emergency Operations Plan

ATTACHMENT 4 - HAZARDOUS MATERIALS ACCIDENT

NATURE OF THE HAZARD

Hazardous materials (HazMat) travel through and are stored in the City every day. A HazMat accident can happen at any time at any location in City. However, there are certain areas in City that are more susceptible to a HazMat accident than the other parts of the City.

Personnel from the Fire Department (FD) may be the first to arrive at the scene of an accident or an incident involving HazMat. Most HazMat materials transported or stored in the City are fuel products. Flammability is the most likely hazard to personnel. Environmental contamination will be the most likely result.

Due to the limited amount of training and HazMat response equipment, maintaining the proper level of safety will be a major issue.

RISK AREAS

State Routes 1, 3 and 137 are the primary transportation corridors for tanker trucks carrying bulk fuels (gasoline, heating oil, propane, etc). State Route # 141 has not been identified as carrying reportable quantities of extremely hazardous materials (EHS); however there are other types of HazMat that may transit this corridor in limited quantities.

The largest concentration of stored fuels is at the Consumer Fuels plant and at several automobile repair facilities. There are 5 gas stations, 2 fuel oil dealers, and 1 propane dealer in the City. There is 1 waste treatment plant in the City.

Due to the fact that every home in town has heating systems, the potential for carbon monoxide leaks in homes is moderately high. Carbon monoxide is an inhalation hazard. The Fire Department has an SOP for responding to and resolving residential CO leaks.

CONCEPT OF OPERATIONS

FD personnel have been trained to recognize the presence of hazardous materials, collect additional information on the HazMat material, implement personal protective actions, call for trained personnel and secure the area.

Personnel will assess the hazards, keeping in mind the personal safety of department personnel, as well as the safety of others who may be present. The Incident Commander (IC) will record the incident information on the Maine EMA AR-1 form and will report the information to the County RCC. The situation will be assessed from a safe distance. Binoculars are located on the Engine. The IC will refer to the 2012 US DOT Emergency Response Guidebook (ERG) for guidance.

The IC will request technical support from the Maine Department of Environmental Protection (DEP), Emergency Spill Response Team, by contacting the County RCC. The DEP will have primary responsibility for the recovery efforts of a HazMat spill. All spills, to include fuel lost from an automobile during a vehicle accident, will be reported to the DEP.

Belfast Emergency Operations Plan

The IC will assign a Safety Officer for every HazMat incident.

The FD will implement traffic and crowd control procedures, using road blocks as much as possible. The IC will determine what protective actions (evacuations or shelter-in-place) outside the Hot Zone will be implemented. The 2012 USDOT ERG will be consulted for initial isolation and protective action distances. Evacuees must be moved to a safe place of refuge using routes that will not cause exposure to the HazMat.

The FD will park far enough from the incident site so as to not introduce an ignition source. All vehicles will be parked facing away from the incident, in the event that an emergency withdrawal is required.

The FD will locate a decontamination area upwind of the scene, beyond the inside perimeter, and in a hazard free area. All equipment and uninjured personnel leaving the "hot zone" will be isolated at the decontamination area and decontaminated using fire hoses set on fog.

An Ambulance and EMS crew will be requested through the RCC, when the possibility of victims or contaminated personnel exists.

FD personnel will fight fuel and propane fires. The FD will perform containment actions for fuel spills that are well outside the hazard area. An example would be constructing a dike or covering up a storm drain well ahead of the spill.

The County Decon Strike Team should be requested for all operations-level hazmat tasks.

The FD maintains and trains with carbon monoxide detection equipment and SCBA. Firefighters will shut off heating appliances and ventilate homes that have CO leaks.

DIRECTION AND CONTROL

The City Manager and EMD will consider the activation of the EOC during a HazMat incident that causes residents to be evacuated or sheltered-in-place. The EOC will establish communications with the County EOC.

ADMINISTRATION AND LOGISTICS

All Firefighters receive annual HazMat: First Responder Awareness Training. Currently no members are trained at the Operations level. Training is accomplished in accordance with 29 CFR 1910.120(q). Immediately following a HazMat response, the Fire Chief will debrief the responders to determine the summary of response activities, health and safety issues, any immediate problems and the corrective actions for future responses.

Belfast Emergency Operations Plan

The City has several facility locations that store hazardous materials. These are:

Facility Name	Location	Chemical Name	Quantity (lbs)
Coastal Farms & Foods	248 Northport Ave.	Anyhdrous Ammonia	8500
Community Fuels	22 Depot Lane	Fuel Oil (#2)	171,700
		Kerosene	68,300
Consumer Fuels	248 Congress St.	Propane	100,800
		Fuel Oil (#2)	390,000
Penobscot McCrum	22 Front St	Sulfuric Acid	600
		Anyhydrous Ammonia	3,090
Penobscot McCrum	28 Pierce St.	Anhydrous Ammonia	11,673
		Sulfuric Acid	2,600
		LPG	12,800

Belfast Emergency Operations Plan

ATTACHMENT 5 - SEVERE SUMMER STORMS

NATURE OF THE HAZARD

The City is very susceptible to severe summer storms. Maine can receive a great deal of wind and rain in a very short period of time, to include thunderstorms, tropical storms and hurricanes. A lot of City roadsides are heavily forested which take down power lines when trees fall.

RISK AREA

It is very easy for city residents to become trapped in their homes due to totally impassable roads, due to fallen trees. The major concern is the difficulty for emergency response by EMS and the Fire Department.

Another area of concern is homes that are damaged or burnt during the storms.

Finally, the electrical power distribution system is very susceptible to damage by high winds and downed trees. Residents can be faced with extended periods of time (up to two weeks) without electricity. This will create difficulties with water supply, sanitation, and food preparation.

DIRECTION AND CONTROL

The City Manager and EM Director should consider activating the EOC during an extended severe summer storm. The EOC will organize water supply, emergency food supplies, and disaster volunteers for disaster response, setting up shelters, and collecting damage assessment information.

The Public Works and City Manager is responsible for keeping the town roads open for traffic.

Central Maine Power's outage reporting hotline is 1-800-696-1000.

RESOURCE MANAGEMENT

The EOC will locate an electrical power generator and hook up the City Hall and Fire Station to provide emergency power. The EOC will ensure that there is enough generator fuel and batteries. The EOC should have a portable, battery-operated radio, capable of receiving NWS transmissions.

Belfast Emergency Operations Plan

ATTACHMENT 6 – HOSTILE INCIDENT AT SCHOOL

NATURE OF THE HAZARD

The City is a small rural community with a few locations for public gatherings. The primary locations in the city that have regular public gatherings are the Schools. Although a political terrorist attack is very unlikely, a domestic incident by an individual or several individuals attacking students is within the realm of possibility. A small improvised explosive device or an attack with small arms will be the most likely weapons for an attacker to utilize.

RISK AREA

Our children are very important, so even remote chances for an incident at the Schools must be prepared for in order to safeguard our most precious resource. Law Enforcement for the City is provided by the Police Department, the Waldo County Sheriff's Office and the Maine State Police. The City Police Department has a School Resource Officer on duty during normal school hours so he would be the first line of defense. Internal school policies will attempt to limit weapons from getting into the school in the hands of students, but the school officials have no way to protect against an attack which is in progress. It must be acknowledged that a determined attacker will be able to attack.

DIRECTION AND CONTROL

At the first indication of trouble, the County RCC must be notified. The RCC will dispatch law enforcement, fire and EMS.

The first law enforcement officer will be the incident commander. Law enforcement will initiate an active shooter response.

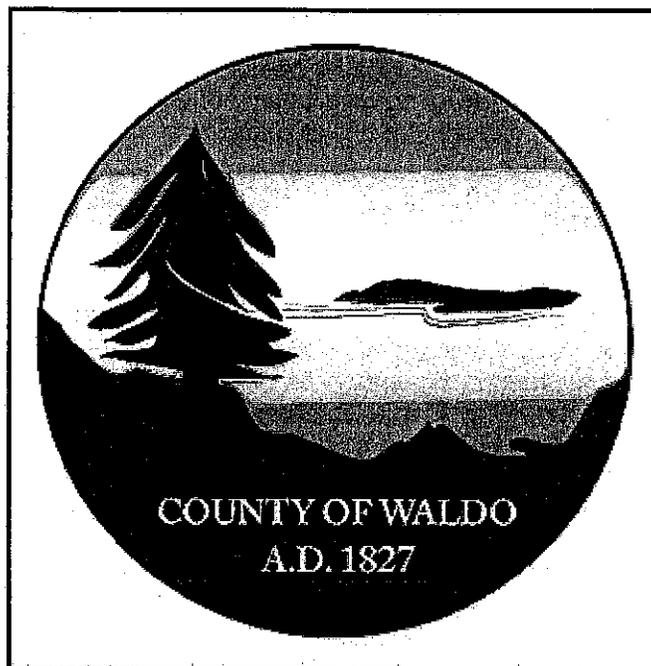
School officials will attempt to safeguard the children by securing them within their classrooms. Review the School Emergency Plan for more details on the School response actions.

The City EOC will be activated to assist the School District with resource management.

WARNING

Close contact between the School Officials and the Police Department is important. Any "intelligence" that the Police Department receives that might be linked to possible eventual trouble at the school should be immediately provided to the School Superintendent.

Waldo County Incident Management Support Agreement



Sponsored by:
The Waldo County Emergency Management Agency

Version 2.0: Dated May 2014

WALDO COUNTY INCIDENT MANAGEMENT SUPPORT AGREEMENT

A. PURPOSE: The undersigned County and Municipal elected officials in the County of Waldo, State of Maine; hereby agree to render incident management support services during emergency and disaster events requiring the activation and deployment of their public safety entities, in accordance with Title 37-B M.R.S.A. Chapter 13.

B. PROCLAMATION

1. WHEREAS, certain emergencies and disasters have the potential of exceeding the capacity of any municipality and their mutual aid to effectively protect life and property;

2. WHEREAS, the undersigned signatories desire to coordinate their resources for responses to disasters and emergencies occurring in their jurisdictions;

3. Now, THEREFORE, under the authority of Maine Statute Title 37-B, it is agreed between the undersigned signatories as follows:

This agreement shall be effective on the date signed by the undersigned signatories and is entered into for the purpose of securing to the municipalities and the County of Waldo, incident management assistance for response to an emergency or disaster from any cause that results in the declaration of a local emergency.

C. DEFINITIONS OF KEY TERMS

1. Area Command: An organization established to oversee the management of multiple incidents that are each being handled by a separate Incident Command System organization. A Waldo County official or State official may act as the Area Commander, when the multiple incidents are in more than one municipality or more than one county, depending on the complexity of the incident and incident management span-of-control considerations to oversee each municipal incident commander.

2. Assigned Resources: Status condition where personnel, teams, equipment, or facilities are supporting incident operations. These resources are performing emergency duties at the incident scene.

3. Available Resources: Status condition where personnel, teams, equipment, or facilities are ready for a specific work detail or function. These resources are located in the Staging Area(s).

4. Command Staff: An incident management organization which consists of the incident commander and the staff positions of Public Information, Liaison, and Safety Officers.

5. County EMA: Shall be a reference to the Waldo County Emergency Management Agency and all of its affiliated volunteer emergency management teams.

6. County EOC: Shall be a reference to the Waldo County Emergency Operations Center.

7. County IMAT (T4): Shall be a reference to the Waldo County Incident Management Assistance Team (Type 4). This team consists of volunteers trained, experienced and equipped to support the IC under the Incident Command System with staffing, equipment, materials, communications, and procedures.

8. County RCC: Shall be a reference to the Waldo County Regional Communications Center.

9. County SO: Shall be a reference to the Waldo County Sheriff's Office

10. Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

11. Incident Commander (IC): the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site. All responding departments will be under the command of the IC while located on scene at the incident.

12. Incident Command Post (ICP): The location of the tactical-level, on-scene incident command and management organization. It is typically composed of the IC and immediate staff, and may include other designated incident management officials and responders.

13. Incident – Type 4: An incident scale that requires a basic staffing of the Incident Command system and may be limited to one or two operational periods. It may involve more than one functional area (fire, police, EMS, EMA, SAR, etc).

14. Incident – Type 5: An incident scale that requires an Incident Commander and a dozen or so responders. The incident will be limited to 1-6 hours.

15. Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually they last 12 to 24 hours.

16. Personnel Accountability: The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that Incident Command System principles and processes are functional and that personnel are working within established incident management guidelines.

17. Span of Control: The number of resources for which a supervisor is responsible, usually expressed as the ratio of supervisors to individuals. Under the National Incident Management System, an appropriate span of control is between 1:3 and 1:7, with optimal being 1:5.

18. Staging Area: A staging area can be any location in which personnel, supplies, and equipment can be temporarily housed or parked while awaiting operational assignment, and may include temporary feeding, fueling, and sanitation services.

19. Unified Command (UC): An Incident Command System application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior persons from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

20. Unity of Command: An Incident Command System principle stating that each individual involved in incident operations will be assigned to only one supervisor.

D. ROLES AND RESPONSIBILITIES

1. The municipal public safety departments are responsible for providing an Incident Commander and Operations personnel for incidents which occur within the boundaries of their community. For criminal incidents, the County Sheriff's Office or State Police may be responsible for providing an IC.

2. The Area/Unified/Incident Commander agrees to establish a personnel accountability system that includes all response personnel under his/her command, to include firefighters, law enforcement officers, emergency medical technicians, emergency managers, public works personnel, and volunteers.

3. The Area/Unified/Incident Commander shall be responsible for establishing an Incident Command System (ICS) in accordance with the National Incident Management System (NIMS). The IC may request the County IMAT (T4) provide incident management support. The County IMAT (T4) will not provide an Incident Commander or Operations Section Chief; the municipality is still responsible for filling those positions.

4. The County EMA may request additional incident management personnel from the municipal public safety departments throughout the county to backfill/augment the County IMAT (T4).

5. The Area/Unified/Incident Commander shall be responsible for implementing an incident safety program at the incident scene. The IC shall maintain an effective and manageable span of control.

6. The municipal Incident Commander(s) agree(s) to form a Unified Command when more than one department has incident jurisdiction or when incidents cross municipal jurisdictions.

7. During an occurrence of related, multiple emergency, or disaster incidents that go longer than one operational period, the municipal Incident Commander(s) agree to work for an Area Commander, appointed by the County Commissioners or the State Governor.

8. The municipal Incident Commander agrees to request the County IMAT (T4) during major localized emergencies or disaster incidents, as soon as it is realized that a Type 4 or above Incident, that will last longer than 6 hours, is underway.

E. PROCEDURES FOR REQUESTING AND PROVIDING ASSISTANCE

1. The Incident Commander of a disaster or emergency existing within the boundaries of Waldo County may request incident management assistance from the County EMA. Outside of normal business hours, unless the County EOC has been activated, the IC may reach the County EMA Director by contacting the County RCC. Upon authorization of the County EMA Director, the Waldo County IMAT(T4) may be recalled and dispatched to support the IC at the Incident Scene.

2. Emergency or Disaster Incidents that may require activation of the County IMAT(T4) may include:

- Oil/Fuel Spill greater than 1,000 gallons, or greater than the local responders can control
- Non-Petroleum Hazardous Materials Release (Chlorine, Ammonia, Sulfuric Acid, etc)
- Any Suspicious Substance, such as an unidentified white powder, radiological, or potential WMD.
- An actual Explosion (accidental or intentional) or an actual Explosive Device located
- Any School Shooting or Attack or a potential incident (such as hostages taken)
- Aircraft Crash (any size or type of aircraft), Ship/Boat Sinking or Train Derailment
- Hostage Incident
- Any suspected Terrorist Attack (foreign or domestic terrorists)
- Riot/Mass Civil Disturbance
- Mass Casualty Incident (5 or more injured and/or dead)
- Forest Fire larger than 2 acres
- An industrial fire that will involve multiple operational periods
- Dam Breach or Bridge Collapse
- Building Collapse that traps or injures people or causes utility/transportation disruption
- Or any other incident at the discretion of the Incident Commander

2. The County EMA shall acknowledge the request by contacting the IC.

3. Unless the IC has asked that the County IMAT (T4) be directed to take up a position remote to the incident, the IMAT (T4) shall respond directly to the incident Staging Area. Upon arrival at the scene, the IMAT (T4) Leader shall report to the IC to report availability and receive direction.

4. The County IMAT (T4) has the pre-established, delegated authority to set up and organize the Planning, Logistics, Finance/Admin, and Public Information sections, as approved under this Agreement. The Incident Commander shall provide the organizational format of the Operations Section to the County IMAT (T4) as soon as possible.

5. The rendering of assistance under the terms of this agreement shall not be mandatory, but the County EMA shall immediately inform the IC if, for any reason, assistance cannot be rendered.

6. The County IMAT (T4) shall be released by the IC when the services of the IMAT are no longer required.

F. INTEROPERABLE COMMUNICATIONS

1. The undersigned signatories agree to utilize common radio protocols.

2. The County and each municipality that has signed this support agreement, hereby authorize the other member municipalities to program their EMA, EMS, and Fire Department radio frequencies into their base, mobile, and portable radios. Departments that do not "own" select radio frequencies should only utilize that frequency during an emergency or disaster involving the "owning" department.

3. The Incident Commander shall have the responsibility for coordinating communications among all response personnel under his/her command. The IC may delegate responsibility for developing an Incident Communications Plan and coordinating communication requirements with the County IMAT (T4).

G. RELATIONSHIPS WITH OTHER AGREEMENTS: This Agreement does not replace any other agreements that the County or individual municipalities have signed with one another.

H. COMPENSATION, REIMBURSEMENTS, LIABILITY, AND WORKERS COMPENSATION

1. Each undersigned County or municipality shall be responsible for compensation for damages to its own equipment and vehicles which occur while aid to another municipality is being rendered.

2. Each undersigned County or municipality shall be liable for its own actions which occur while aid to another municipality is being rendered.

3. Each undersigned County or municipality shall be responsible for compensation for injury or death of its own personnel which occurs while aid is being rendered.

4. The Chief Officer from each supporting agency/department shall be responsible for ensuring that his/her personnel are qualified and capable of completing the assignments given to them.

5. Should the Incident Commander seek reimbursement for services performed from hazardous materials spillers, insurance, courts, etc, the IC will also include reimbursement for all supporting agencies and departments that were included in the response.

6. All agencies and departments shall follow their own compensation policies for their personnel involved in a response occurring under the scope of this agreement.

7. Any requesting party shall, to the extent permitted by any applicable constitutional or Tort Claims Act (Maine Title 14, chapter 741) limitation, save and hold harmless any responding party against any and all claims or actions brought against the responding party, arising out of the party's efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the responding party.

8. Each party to this Agreement agrees to comply with federal, state, and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

9. All personnel assigned to the County IMAT (T4) as permanent or augmented staff shall be covered for Worker's Compensation and Liability under Maine Title 37-B, Chapter 13, Section 784-A.

I. QUALIFICATIONS

1. Area Commander (Type 4): County or Municipal Fire, EMA, EMS, or Police Chief or Deputy with ICS-100, 200, 300, and 700 courses.

2. Incident Commander (Type 5): Municipal Fire, EMA, EMS, or Police Chief or Deputy; County Sheriff or Deputy, with ICS-100, ICS-200, and IS-700 courses.

3. Incident Commander (Type 4): County or Municipal Fire, EMS, or Police Chief or Deputy with ICS-100, 200, 300 and IS-700.

J. AGREEMENT REPRESENTATIVE

1. The duly appointed fire chief or emergency management director from the County or each undersigned municipality shall represent the County or municipality in any discussions concerning this support agreement. The final agreement shall be signed by the elected county and municipal executive officials representing the County and each municipality.

2. No provision of this Agreement may be modified, altered, or rescinded without the approval of the County or Municipal Officers of all member municipalities.

K. DURATION: This Agreement shall remain in effect for a period of five (5) years from the date of signing, at which time said Agreement may be renewed.

L. TERMINATION: Any undersigned signatory that desires to withdraw from the Waldo County Incident Management Mutual Aid Agreement shall provide a written and signed resolution letter to all undersigned signatories at least 30 days prior to withdrawing from this agreement.

M. FILING: This agreement shall be filed on record with the County Clerk and the municipal clerk from each undersigned municipality.

N. VALIDATION: Should any portion or section of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion or section; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section or portion or power invalidated.

**WALDO COUNTY INCIDENT MANAGEMENT SUPPORT AGREEMENT
SIGNATORY PAGE**

MUNICIPALITY OF Belfast

Municipal Officer

Date



**City of
Belfast**

10.D

Manda Cushman <managersasst@cityofbelfast.org>

Council Agenda March 3, 2015

1 message

Katherine Pickering <harbormaster@cityofbelfast.org>

Thu, Feb 12, 2015 at 4:36 PM

To: Joseph Slocum <citymanager@cityofbelfast.org>, Manda Cushman <managersasst@cityofbelfast.org>

Hi Joe,

The Harbor Committee made a couple of motions yesterday: one on the total number of Commercial permits they would like to allow in the harbor, and the second on requiring the use of moorings in the outer areas of the harbor.

I had asked this morning to have them both on the agenda for March 3rd, but I'm thinking it may be wise to talk more with you when I get back from vacation to possibly have Bill Kelly take a look at our ordinance and make some suggestions on overall management including the commercial mooring permit issue. At the meetings, I think it's pretty difficult for all of us to really step back and take a fresh look at the harbor as a whole considering the changes. Maybe Bill can do that? Otherwise I'm afraid it will never get done.....

I would however like to have the Council consider the Committee's recommendation to require moorings be used. Seems like no matter what, it's time to do that, and I would like to get notices out to mooring owners with the permit renewals in mid-March

I've attached a memo for you and the Council to better explain the above.

Could we also have the second reading on the Commercial Definitions on March 3rd?

Thanks
Kathy

--

Katherine M Pickering
Harbor Master
City of Belfast 04915
131 Church St.
207-338-1142



Council Agenda Mch 3, 2015 harbor.doc

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February 12, 2015

Memo to: Honorable Mayor Walter Ash, Belfast City Council, Joseph Slocum, City Manager

From: Katherine Pickering, Harbor Master

Re: Council Agenda March 3, 2015

The Harbor Committee at their meeting on Feb. 11, 2015 continued their discussion on allocation of commercial permits for moorings and moored floats. The ongoing questions were brought up, including how many permits should be allocated overall (how many are really needed), how should they be used, and where can they be located. The main focus turned to how many commercial permits are really needed for the entire harbor. It was difficult to determine a specific number for several reasons, some of which the Council has already brought up; not having much history of 'regulated' commercial use in the harbor, having relatively new marine businesses who aren't sure what they need yet, and the future of the harbor and how busy it might become. I felt that if we could start with a total number of commercial permits allowed, we could at least get a management process started.

So a motion was made that 20% of the total number of current permits be allocated for commercial use, and this number would be reviewed annually. The motion passed 4 – 0 with 1 abstention. The number of total permits allocated at the end of the 2014 season was 287, and of those, 41 were Commercial permits and include the City's 11 rental mooring permits. 20% of 287 is 57 permits.

There was more discussion about where more commercial moorings/moored floats could be placed. De-authorizing part of the Federal Navigation Project was one option, and extending the commercial area was another option. No more decisions were made regarding the use.

The Committee also discussed the problem with the limited space in the Harbor and how it's really one of the motivating factors for a lot of the issues we are dealing with right now. Our Harbor Ordinance currently doesn't have any regulations that moorings/moored floats in the Outer and Coastal harbors (south of the City Landing) have to be used – as many towns do when space becomes a problem, so some sit empty year after year. Another motion was made to require a mooring/moored float be used at least every two years, or the permit holder would lose their privilege (with exceptions allowed). This motion passed unanimously.

I believe the commercial permit allocation and use, needs more discussion, and possibly some review by the City Attorney. We may be getting stuck on one small part of a larger issue that should be looked at. The harbor is seeing more change right now

than it has for a very long time, and an overall review of our ordinance and current management of the harbor may be the thing to do.

I would however like to ask the Council if they would approve the Harbor Committee's motion to require mooring/moored float use. Permit renewals are sent out in mid-March and I'd like to be able to notify mooring owners at that time, that they have to use their mooring within the next two years, or they will have to give it up. This seems like a fairly obvious but necessary step to better manage a busier harbor overall – by alleviating some of the limited space issues.

Below is the language I would like to add to our Harbor Ordinance:

Sec. 30-164 Suspension or termination of mooring assignment.

[Ord. No. 55-2003, 6-17-2003; Amd. of 5-2-2012]

The harbormaster may suspend or terminate the mooring assignment of any mooring owner for noncompliance with the application rules, construction standards or marking standards, or failure to comply with any order of the harbormaster given according to the provisions of this article.

All mooring and moored float permit holders with sites located in the inner harbor and whose moorings/moored floats are not used as permitted at least 50% of the time for three consecutive months during the calendar year may have their mooring/moored float deemed abandoned and removed by the City. All mooring and moored float sites located in the outer and coastal harbors whose moorings/moored floats are not used as permitted at least every two years, may have their mooring /moored float deemed abandoned and removed by the City. The harbormaster may grant exceptions to this section either upon advance request or on appeal made within 30 days of issuance of the written notice of abandonment. Such requests shall be granted only upon proof of extenuating circumstances such as selling the boat, inability to use the boat, or other reasonable unforeseen situations, and upon a showing of definite intent to use the mooring as provided herein. In the event any exceptions are made to this section, all fees and inspections must remain current.

10.E

AGREEMENT
BETWEEN
CITY OF BELFAST
AND
THE BELFAST POLICE ASSOCIATION/
MAINE ASSOCIATION OF POLICE
BELFAST POLICE DEPARTMENT

This Agreement entered into by the City of Belfast, hereinafter referred to as the Employer and the Belfast Police Association/Maine Association of Police, hereinafter referred to as the Union.

The Parties agree as follows:

July 1, 2013~~14~~14 to June 30, 2014~~17~~17

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	CHECKOFF	1
ARTICLE 3	HOURS OF WORK	2
ARTICLE 4	REST PERIODS.....	3
ARTICLE 5	HOLIDAYS.....	4
ARTICLE 6	VACATIONS	5
ARTICLE 7	SICK LEAVE.....	6
ARTICLE 8	INSURANCE AND PENSIONS	6
ARTICLE 9	WAGES.....	8
ARTICLE 10	SENIORITY	8
ARTICLE 11	LEAVE OF ABSENCE.....	9
ARTICLE 12	DISCIPLINE, DISCHARGE AND DISPUTES	11
ARTICLE 13	SETTLEMENT OF DISPUTES.....	11
ARTICLE 14	UNION BULLETIN BOARDS.....	13
ARTICLE 15	UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES	13
ARTICLE 16	POLITICAL ACTIVITY.....	14
ARTICLE 17	MANAGEMENT RIGHTS AND DEPARTMENTAL RULES	14
ARTICLE 18	UNIFORMS AND PROTECTIVE CLOTHING	14
ARTICLE 19	DISCRIMINATION OR COERCION	15
ARTICLE 20	SEPARABILITY AND SAVINGS CLAUSE	15
ARTICLE 21	NO STRIKE	16
ARTICLE 22	CONTRACTING AND SUBCONTRACTING POLICE WORK	16
ARTICLE 23	TERMINATION	16
APPENDIX A	18

**ARTICLE 1
RECOGNITION**

Section 1:

The City recognizes the Union as the sole and exclusive bargaining agent for all eligible regular, permanent employees of the Police Department, including Dispatchers, Patrolmen, Detectives and Sergeants, for the purpose of negotiating salaries, wages, hours and other conditions of employment.

**ARTICLE 2
CHECKOFF**

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The employer agrees to deduct the Union's weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Maine Association of Police ("MAP"), and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made. In addition, Unit members request that the Employer deduct and directly deposit in a designated account in the name of the Belfast Police Association, a total of \$3.00 per pay period for each member.

The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement, except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies in writing, the Employer and MAP at least thirty (30) days but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contribution may be stopped at any time, provided the employee submits in writing to the Employer and the Union a sixty (60) day notice of such intent.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 3 HOURS OF WORK

Section 1: Regular Hours

The regular hours of work each day shall be consecutive, except for interruptions for meal periods.

Section 2: Work Week

The Police Officers' regular work week will embrace seven (7) consecutive calendar days from Thursday to Wednesday, consisting of four (4) ten (10) hour days during each seven (7) days, guaranteeing forty (40) hours per seven (7) day period per officer. "Float days" shall be assigned at the discretion of the Chief, with due consideration to officer's work schedule.

Section 3: Work Schedule

Work schedules showing the employees' scheduled work days, and the hours shall be posted on the Department bulletin board at all times. Except for emergency situations, work schedules shall not be changed.

Section 4: Overtime

Overtime shall be paid at the rate of time and one half (1 1/2) of the regular hourly rate after forty (40) hours worked unless the employee is on scheduled vacation, attending training or excused for work related injuries.

Overtime shall be distributed as equitably and fairly as possible to all uniformed officers.

Section 5: Extra Work

Extra work shall be assigned at the Chief's discretion. All overtime will be assigned as equitably and fairly as possible to all uniformed officers. Reserve officers will be called at the Police Chief's discretion.

Any employee called to work will be paid a minimum of four (4) hours at regular rate of pay or time and one half (1 1/2) after compensation of regular scheduled hours.

Section 6: Training

Employees will attend regular monthly training sessions as scheduled by the employer and will be compensated at their regular hourly rate of pay. Employees will be compensated at one and one-half times their regular hourly rate of pay for attendance at monthly training sessions

that exceed the bi-annual requirement of the Maine Criminal Justice Academy and Maine State Statues.

Any employee who attends extended training at the Maine Criminal Justice Academy on their scheduled day off that was scheduled at the employee's request shall be compensated at their regular hourly rate of pay.

Any employee who attends extended training at the Maine Criminal Justice Academy on their scheduled day off that was scheduled at their employers request shall be compensated at one and one-half (1 ½) times their regular hourly rate.

Section 7: Physical Fitness

(i) Physical Exam. All employees shall, once in each fiscal year, have a physical exam by a physician of their choice. Arrangements shall be made so that the employees suffer no loss of pay while attending the exam (for example, the exam shall occur while the employee is on duty) and employees shall be reimbursed for any expense they incur on account of the exam (for example, any co-pays).

(ii) Physical Aptitude Test ("PAT"). All police officers hired after July 1, 2006 shall be required to, on or about their employment anniversary dates, participate in a PAT coordinated annually by the City using MCJA Standards, with categories based on age and gender. All such employees must receive a score of "adequate." All such employees who do not score an adequate shall have 6 months to retake the PAT so as to achieve an adequate score. Those who do not receive an adequate score shall be subject to discipline at the discretion of the Chief of Police.

(iii) Physical Fitness Stipend. In the first full pay period of June 2013, and in the first full pay period of June of each year in successive contracts, all police officers shall be provided a \$100 (one hundred dollars) stipend for fitness-related activities, including but not limited to, fees for health club memberships, purchases of exercise apparel and equipment, and personal training services.

**ARTICLE 4
REST PERIODS**

Section 1: Rest Periods

All employees shall have a fifteen (15) minute rest period during each one half (1/2) shift.

Section 2: Meal Periods

All employees shall be granted a meal period during each work shift. Meal periods will not exceed one-half (1/2) hour in length. Whenever possible, the meal period shall be in the middle of

each shift. If an employee is requested to work and does work four (4) hours beyond his regular quitting time, he or she shall be granted an extra meal period, and every four (4) hours thereafter which the employee continues to work.

ARTICLE 5 HOLIDAYS

Section 1: Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	(amended 3/15/88)
Independence Day	Christmas Day
Labor Day	

To the above days shall be added any holidays declared as such by the City Council.

Eligible employees shall receive one (1) day's pay for each of the holidays listed above. Holiday pay will be paid on the actual holiday in all cases when actual and observed may be different.

Section 2: Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

- (a) The Employee would have been scheduled to work such a day if it had not been observed as a holiday unless the employee is on a day off, vacation or sick leave, and
- (b) The employee worked his last scheduled day prior to the holiday unless he was excused by the employer for any reasonable reason.

If the holiday is observed on an employee's day off or vacation, he shall be paid the unworked holiday.

Section 3: Holiday Work

If an employee works on any of the holidays listed above, the employer shall pay the employee at one and one-half (1 1/2) times his regular rate of pay for all hours worked.

Salaried employees shall receive compensatory time off at one and one half (1 1/2) times the hours worked on holidays, to be taken at a time mutually agreeable with the employee and the Chief of Police.

ARTICLE 6 VACATIONS

Section 1: Vacation Entitlement

Each regular, full-time employee will be entitled to two (2) weeks paid vacation after one (1) year of service, three (3) weeks paid vacation after five (5) years of service, four (4) weeks paid vacation after ten (10) years of service, and five (5) weeks paid vacation after fifteen (15) years of service.

Each regular full-time police officer shall be entitled to two (2) weeks of paid vacation after one (1) year of service, consisting of eighty (80) hours, three (3) weeks of paid vacation after five (5) years of service consisting of one hundred and twenty (120) hours, four (4) weeks of paid vacation after ten (10) years of service, consisting of one hundred and sixty (160) hours, and five (5) weeks of paid vacation after fifteen (15) years of service, consisting of two hundred (200) hours.

Section 2: Working Vacation Disallowed

Vacations with pay are intended as a rest period, however, employees shall be allowed to work a maximum of one week for the City during vacation periods and receive extra pay.

Section 3: Vacations are not to Accumulate

Vacation must be taken each vacation year and shall not accumulate to carry over into the succeeding year, unless approved by the City Manager due to extenuating circumstances made necessary by work schedules.

Section 4: Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job in the pay day immediately preceding the employee's vacation period.

Employees may receive their vacation pay on the pay day prior to the start of their vacation or on a later pay day (at the employee's option).

Section 5: Choice of Vacation Period

Vacation shall be granted at the time requested by the employee if possible. The Department Head shall determine the number of employees that may be off and the times when they may be off by posting a vacation calendar.

The employee with the greater seniority shall be given his choice in the event of any conflict over vacation periods. Employees who do not request a vacation period prior to the ninth month in the fiscal year shall be scheduled by the employer and so notified.

Section 6: Vacation Rights in Case of Layoff or Separation

The employee will not have earned any vacation until completing a year of service. However, if an employee leaves anytime after working six months in any year other than his first year, the employee shall receive vacation pay upon termination on a pro-rated basis. Each full week of vacation for full time police officers for layoff, separation or retirement calculations equals forty-five (45) hours.

ARTICLE 7 SICK LEAVE

Section 1: Sick Leave Entitlement

A regular full-time employee contracting or sustaining any non-employment related illness or disability, which deprives said employee of the ability to perform the duties of his/her employment, is entitled to Sick Leave as hereinafter provided.

Section 2: Basic Sick Leave

A regular full-time employee will accrue one and one-half (1 1/2) days of sick leave for each full month of employment, said leave to accrue as earned. Basic sick leave may accrue to a total of one hundred and twenty (120) unused days. Except for probationary employees, upon voluntary resignation, retirement or death an employee shall be entitled to receive compensation for one half (1/2) of first ninety (90) days of accumulated sick leave, but not to exceed a maximum of forty-five (45) days compensation. In the event of death, such payment is to be made to the employee's designated heir(s) and/or estate of the employee.

A regular full time police officer will accrue one and one-half (1 1/2) days of sick leave for each full month of employment, one day consisting of ten (10) hours for police officer, said leave to accrue as earned. Basic sick leave may accrue to a total of one hundred and twenty (120) unused days. Except for probationary employees, upon resignation, retirement or death, an employee shall be entitled to receive compensation for one half (1/2) of the first ninety (90) days of accumulated sick leave, but not to exceed a maximum of forty five (45) days compensation. In the event of death, such payment is to be made to the employee's designated heir(s) and/or estate of the employee.

ARTICLE 8 INSURANCE AND PENSIONS

Section 1: Health Insurance

Until June 30, 2015, the City shall pay the employees' share of the cost of Blue Cross and Blue Shield Insurance and Major Medical Insurance identical to all municipal employees for all regular, full-time employees.

Until June 30, 2015, for any employee hired after January 1, 1999, the City will pay one hundred dollars (\$100.00) per month towards the cost of dependent/family coverage.

Beginning July 1, 2015, the City shall pay 90%, and the employees shall pay 10% of the cost of Blue Cross and Blue Shield Insurance and Major Medical Insurance identical to all municipal employees for all regular, full-time employees except that, for employees hired after January 1, 1999 who elect individual and dependent/family coverage, the City shall pay 80% and the employees shall pay 20% toward the cost of all coverage.

The employer shall pay the full cost of dependent/family coverage for full-time officers and dispatchers employed prior to January 1, 1999.

The City Council may elect to improve the insurance coverage upon their formal vote. In the event that Blue Cross and Blue Shield changes the existing program to meet federal guidelines the parties agree that the resulting coverage will be the closest comparable plan offered.

Section 2: Worker's Compensation Insurance

The City will provide Workman's Compensation protection for all employees. The City will process diligently all claims pertaining to on-the-job injuries.

During an absence resulting from a disability specifically covered by Workman's Compensation, the City will pay the employee at his/her regular rate of pay and the employee will turn over to the City all his/her Workman's Compensation payments for loss of income during the period of disability. The City will not be liable for any payments under this provision for any claim for Workman's Compensation filed on an employee's behalf which is not validated through due process as provided by Maine's Workman's Compensation Statutes. The City will not be liable for continued payments under this provision after the termination of Workman's Compensation benefits by due process or the settlement of a claim, whichever comes first.

Section 3:

"Notwithstanding the provisions of Article 8, Section 2 above contained, to the contrary, there shall be created a Review Board which shall include within its membership, two members of the Labor Union, the Chief of Police, the City Manager and one member of the Belfast City Council. The function of this Board shall be to review a person who is out of work on a work related injury which is compensable under Workers Compensation laws of the State of Maine. This Board shall meet (within 14 days) after an employee as aforesaid, has been out of work for at least 120 days (not necessarily consecutive) following a work related incident. If from the medical reports and medical information, it is the opinion of a majority of the board the employee is capable of returning to active duty, either in the position held at the time of injury or an alternate position within the Belfast Police Department and fails to do so within the next 30 days, the Board may, through a majority vote, terminate the obligation of the City of Belfast to continue to pay full

compensation at the regular rate of pay, subject to reimbursement under or from benefits received under the Workers Compensation Act.

The employee may be accompanied by their attending physician to present testimony and answer questions relative to the employee's injury and current condition.

The Review Board may retain a medical advisor with expertise in the pertinent medical discipline to question the employee and attending physician and to advise the Review Board.

The Board shall, after the first meeting, meet as necessary, every 60 days thereafter, to review the injured worker's case if he/she remains out of work.

Should the employee wish to appeal the decision of the Review Board, the format as described in Article 13, commencing with Step IV shall be followed.

ARTICLE 9 WAGES

Section 1: Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this agreement and marked "Appendix A". The attached wage schedule shall be considered a part of this agreement.

After successful completion of appropriate years of service, as evidenced by annual evaluations completed by the sergeants and the chief collectively, employees shall move from the minimum step in the pay range to the maximum step in accordance with the schedule.

Section 2: Pay Period

The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. In the event this day is a holiday, the preceding business day shall be pay day.

ARTICLE 10 SENIORITY

Section 1: Definition

Seniority means an employee's length of continuous service with the employer since his last date of hire.

Section 2: Probation Period

New employees after a six (6) month probationary period shall be added to the seniority list.

Section 3: Seniority Lists

An up to date seniority list shall be kept by the employer and shall be available to all employees as well as the Union.

Section 4: Job Openings

Whenever a job opening occurs, other than a temporary opening, in any job classification or as a result of the development or establishment of new job classifications a notice of such opening shall be posted on all bulletin boards for ten (10) working days.

During this period, employees who wish may apply for the open position or job. The application shall be in writing and shall be submitted to the department head.

The employer may fill the opening by promoting from among the qualified applicants the employee with the longest continuous service provided qualifications are equal.

Section 5: Recall

Employees shall be recalled from lay off according to their seniority.

No new employees shall be hired until all employees on lay off status desiring to return to work have been recalled. If an employee is offered recall and refuses, worker status shall be considered terminated.

Section 6: Layoff

In the event it becomes necessary to lay off employees, they shall be laid off in the inverse order of their seniority.

Section 7:

Any employee hired after January 1, 2002, who must attend the Maine Criminal Justice Academy Basic Police School to qualify as full-time police officer shall owe the city for his/her training if the employee leaves during his/her first five (5) years of service. The amount owed by the employee shall be prorated for each year of service. (The amount owed shall decrease by one-fifth for each full year of service from the date of graduation.

**ARTICLE 11
LEAVE OF ABSENCE**

Section 1: Eligibility Requirements

Employees shall be eligible for leave of absence after six (6) months of service with the Employer.

Section 2: Application for Leave

Any request for leave of absence shall be submitted in writing by the employee to the Department Head, the request shall state the reason the leave is being requested and the approximate length of time off desired.

The request for leave of absence shall be processed promptly by the City Manager. Request for immediate leave (for example; family sickness or death) shall be answered before the end of the shift on which the request is submitted.

Section 3: Medical Leave

A medical leave of absence shall be granted to the employee upon due proof by his physician that said leave is necessary. The request shall be answered within five (5) days.

In addition to accruing seniority while on leave of absence granted under the provisions of this agreement, employees shall be returned to the position that they held at the time of the leave of absence was requested.

Section 4: Emergency Leave/Bereavement Leave

In the event of sickness or death in the immediate family of an employee (spouse, parents, children, brother, sister) the employee shall be granted up to three (3) days Emergency Leave/Bereavement Leave with full pay to make household adjustment, arrange for medical services or to attend to funeral matters. Leave for other emergencies may be charged to vacation day or sick days if employee has such days accumulated.

In the event of sickness or death of the employee's parents-in-law, grandparents, grandchildren, step parents, if the step parent was responsible for rearing the employee or significant other living in same household, one (1) day emergency leave with full pay for household adjustment, arrangements or attend to funeral.

Section 5: Unpaid Leave

Leave of absence for a limited period not to exceed six (6) months, may be granted for any reasonable period, and such leaves may be extended or renewed for a reasonable period in accordance with the City Personnel Policy.

Section 6: Military Service

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriated authority to attend training or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity.

Any employee who enters into active service in the armed forces of the United State while in the service of the employer shall be granted a leave of absence for the period of Military Service.

ARTICLE 12
DISCIPLINE, DISCHARGE AND DISPUTES

Disciplinary action may be imposed upon an employee for failure to fulfill the duties and responsibilities established by the Police Department of the City of Belfast. No disciplinary action shall be taken against an employee without just cause.

Disciplinary action shall be in one of the following forms, depending upon the gravity of the violation, but not necessarily imposed in the order stated:

- Oral reprimand
- Written reprimand
- Suspension with pay
- Suspension without pay
- Demotion
- Discharge

If the City has cause to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Suspension with pay may be imposed upon an employee for a period not to exceed three (3) weeks pending consideration of disciplinary action. Such suspension shall not be considered disciplinary action.

Any disciplinary action taken against an employee shall be documented in writing and may be processed as a grievance through the Grievance and Arbitration Procedure set forth in ARTICLE 13.

ARTICLE 13
SETTLEMENT OF DISPUTES

Section 1: Grievance and Arbitration Procedure

Any grievance or dispute which may arise between parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step I:

The Union Steward, with or without the employee, shall present the grievance or dispute in writing to the Police Chief within ten (10) working days of the grievance or the employee's knowledge of its occurrence. The Chief shall meet with the Union steward and/or employee and respond in writing to the grievance within ten (10) working days after receipt of the grievance.

Step II:

If the grievance remains unresolved at Step II, the Union Representative or Grievance Committee shall present it to the City Manager in writing within ten (10) working days after the Chief's response is due. The City Manager shall meet with the Union and respond in writing to the Union within ten (10) working days.

Step III:

If the grievance remains unresolved, the Union Representative or Grievance Committee shall present it in writing to the City Council within ten (10) working days after the City Manager is due to respond. The City Council shall meet with the Union and respond in writing to the Union within five (5) working days after the next regular Council Meeting.

Step IV:

If the grievance is still unsettled either party may, within fifteen (15) days after the reply of the City Council is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) working days after notice has been given. If the parties fail to select an arbitrator either party may request assignment of the Maine State Board of Arbitration and Conciliation.

The decision of the arbitrators shall be final and binding on the parties and the arbitrators shall be requested to issue their decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the same.

Working Day

Working days, as cited in ARTICLE 13, excludes Saturdays, Sundays, and the holidays specified in ARTICLE 15, Section 1.

Section 2: Grievance Committee

Employees selected by the Union to act as Union Representative shall be known as "stewards". The names of employees selected as stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

The employer shall meet at least once each month at a mutually convenient time, with the Union Grievance Committee; provided the Employer is given a ten (10) day prior written notice.

All Grievance Committee Meetings, including the regular monthly meeting shall be held during working hours, on the Employer's premises, and without loss of pay.

The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer other issues which would improve the relationship between the parties.

Processing Grievances during Working Hours

Grievance Committee Members may investigate and process grievances during working hours without loss of pay.

ARTICLE 14 UNION BULLETIN BOARDS

Section 1:

The Employer agrees to furnish and maintain a suitable bulletin board in the squad room. The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 15 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

Section 1:

The employer agrees that during working hours on the Departmental premises and without loss of pay, union representatives shall be allowed reasonable time, providing it does not interfere with police duties to:

- Collect Union Dues
- Post Union Notices
- Distribute Union Literature to Members
- Attend negotiating Meetings
- Process Grievances
- Attend Internal Affairs Interviews

Transmit communications, authorized by the Local Union or its officers, to the Employer or his representative.

Consult with the employer or his representative concerning the enforcement of any provisions of this agreement.

**ARTICLE 16
POLITICAL ACTIVITY**

Section 1:

Police Department employees of the City are expected to exercise their legal rights as citizens to vote except that they will not engage in political activity insofar as City Government is concerned and shall not participate in City election campaigns or hold any City elected office or position. Any employee choosing to become a candidate for a City elected office will be expected to first resign from the service of the City.

**ARTICLE 17
MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

Section 1:

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this agreement. The Union acknowledges the right of the City to make such rules and regulations governing the conduct of its employees, provided they are not inconsistent with the terms of this Agreement.

Section 2:

When existing rules are changed or new rules are established, they shall be posted on bulletin boards for a period of ten (10) days before becoming effective.

Section 3:

The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

**ARTICLE 18
UNIFORMS AND PROTECTIVE CLOTHING**

If an employee is required by the city to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing and protective device will be furnished to the employee by the City as hereinafter provided.

1. All new regular, permanent employees hired as uniformed Police Officers, will be provided with a complete uniform both summer and winter, leather gear and side arms by the City during the first one hundred eighty-two (182) days of employment.

2. All uniformed Police Officers who have been regular, permanent employees of the City for one year, will be granted a uniform allowance of six hundred dollars (\$600.00) per City fiscal year. The allowance will be administered by the Chief of Police. No unspent portion of the allowance can be carried over to the next City fiscal year. The clothing allowance will be increased to seven hundred dollars (\$700) effective on July 1, 2010.

All uniforms, protective clothing and protective devices provided to Police Officers under this article remain the property of the City. Whenever any such article is no longer required by the Police Officer for any reason, it will be returned to the custody of the Police Chief.

3. If during the period May 1 through June 30 of each year there is a balance in an employee's clothing allowance account, this balance may be used to purchase additional items and equipment for use in the line of duty. The employee agrees to make reasonable attempts to have billing documentation to the employer prior to June 15th for June 30th fiscal year end.

4. All Detectives shall receive \$600.00 per City fiscal year to purchase clothing applicable to their employment as detectives. The clothes purchased shall be the property of the individual detectives. The clothing allowance will be increased to seven hundred dollars (\$700) effective on July 1, 2010.

ARTICLE 19 DISCRIMINATION OR COERCION

Section 1:

All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, or restraint, because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

The Union recognized its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 20 SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this agreement or any riders thereto should be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any rider thereof, or the application of such article

or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held by invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

To the extent that city ordinances, coded and policies are inconsistent with, or in conflict with the provisions of this agreement, the agreement will prevail provided the agreement fully respects the provisions of the City Charter.

**ARTICLE 21
NO STRIKE**

There shall be no stoppage of work or slow-down by the Union nor any lock-out by the City during the life of this agreement.

**ARTICLE 22
CONTRACTING AND SUBCONTRACTING POLICE WORK**

During the term of this Agreement, the City shall not contract out nor subcontract any work which results in the lay-off of any employee in the Police bargaining unit.

**ARTICLE 23
TERMINATION**

Section 1:

If during the final one hundred, twenty (120) days of this Agreement, negotiations for a new agreement have been pursued in a reasonable and responsible manner by the parties meeting and diligently discussing all issues in question, the provisions of the Agreement, upon the mutual agreement of the parties hereto, may be extended from week to week until a new Agreement is ratified by the parties concerned.

Should negotiations come to an impasse and/or no agreement is reached within thirty (30) days after the expiration date, it is agreed that the parties will follow the provisions of the Public Employees Labor Relations Board, including Mediation, Fact Finding and Arbitration, until an agreement is reached.

This Agreement shall be effective as of ~~7/1/09~~13 and shall remain in full force until ~~6/30/12~~14. Either party shall notify the other in writing at least sixty (60) days prior to the termination date if it desires to renew the Agreement.

IN WITNESS THEREOF, the City of Belfast has cause this agreement to be executed and its corporate seal to be affixed by Joseph Slocum, its City Manager, thereunto duly authorized by the City Council of the City of Belfast and the Union has cause this instrument to be signed by Wendell Ward, its Union Steward and Daniel R. Felkel, as its Attorney, thereunto duly authorized.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the _____ day of March, 2015

CITY OF BELFAST

Belfast Police Association/
MAINE ASSOCIATION OF POLICE

City Manager

Attorney

Union Steward

**APPENDIX A
WAGE SCHEDULE**

APPENDIX A - WAGE SCHEDULE

Wage Schedule attached as Appendix A-1

EDUCATION INCENTIVE

An additional two percent (2%) per hour will be added to the wages of those bargaining unit employees with at least a 2 year degree in a law enforcement related field or a 4 year degree in an unrelated field from an accredited college or university.

SHIFT DIFFERENTIAL

Any employee required to work from 3:00 p.m. to 11:00 p.m. shall receive a shift differential of twenty-five (\$.25) cents per hour in addition to the above stated wage schedule. Any employee required to work from 11:00 p.m. to 7:00 a.m. shall receive a shift differential of fifty (\$.50) cents per hour in addition to the above stated wage schedule. This shift differential shall include all classifications in the bargaining unit.

STIPENDS

1% Pay Increase for Specialized Training

Those Officers who obtain and maintain Specialized Training will experience a 1% pay increase. The training which qualifies for this 1% increase in pay will be listed below. The requirements for such training will be determined by the Chief of Police. The Chief of Police shall have the discretion to add certain Specialized Trainings to this list due to the ever evolving nature of Police Work.

Accident Reconstruction Training
Drug Recognition Expert
Fire Arms Instructor
Field Training Officer
Computer Forensic Analyst
Lieutenant Chaplin
Evidence Technician

APPENDIX A-I WAGE SCHEDULE

PATROL OFFICERS		7/1/2013	7/1/2014	7/1/2015	7/1/2016
Step I	0-6 mos	17.00	17.17	17.34	17.52
Step II	after 6 mos	17.68	17.86	18.04	18.22
Step III	after 2 yrs.	18.38	18.56	18.75	18.94
Step IV	after 3 yrs.	19.08	19.27	19.46	19.66
Step V	5 yr. Longevity	19.83	20.03	20.23	20.43
Step VI	8 yr. Longevity	20.65	20.86	21.07	21.28
Step VII	12 yr. Longevity	21.48	21.69	21.91	22.13
Step VIII	17 yr. Longevity	22.35	22.57	22.80	23.03
DETECTIVES					
Step I	0-6 mos	17.29	17.46	17.64	17.81
Step II	after 6 mos	18.19	18.37	18.56	18.74
Step III	after 2 yrs.	18.90	19.09	19.28	19.47
Step IV	after 3 yrs.	19.57	19.77	19.96	20.16
Step V	5 yr. Longevity	20.46	20.66	20.87	21.08
Step VI	8 yr. Longevity	21.38	21.59	21.81	22.03
Step VII	12 yr. Longevity	22.33	22.55	22.78	23.01
Step VIII	17 yr. Longevity	23.37	23.60	23.84	24.08

SERGEANTS					
Step I	0-6 mos	18.19	18.37	18.56	18.74
Step II	after 6 mos	18.92	19.11	19.30	19.49
Step III	after 2 yrs.	19.58	19.78	19.97	20.17
Step IV	after 3 yrs.	20.30	20.50	20.71	20.92
Step V	5 yr. Longevity	21.21	21.42	21.64	21.85
Step VI	8 yr. Longevity	22.15	22.37	22.60	22.82
Step VII	12 yr. Longevity	23.15	23.38	23.62	23.85
Step VIII	17 yr. Longevity	24.24	24.48	24.73	24.97



CITY OF BELFAST

131 Church Street
Belfast, ME 04915

10.F

Website: cityofbelfast.org

Tel: (207) 338 3370

Fax: (207) 338 2419

February 27, 2015

Re: City's need to cut vegetation impacting the safe airspace over the airport

Good day,

The City of Belfast has owned and maintained the Belfast Municipal Airport since the 1940's. Presently, there are several Airport projects which are currently going on at the same time. You may have heard that the City Council has appointed a Committee- that includes some Airport neighbors- to help update the Airports Master Plan. A Master Plan is a comprehensive study that describes the short (5 year), medium (10 year) and long term development plans to meet our future Aviation needs. One of the principle purposes of the updated Master Plan is to provide a framework that guides and protects for potential future airport development that is cost effective and satisfies current and future aviation needs, while considering potential environmental standards and community factors.

This letter is about an entirely different Airport project. It is about our responsibility to clear (by cutting) and maintain safety related airspace surfaces required by the Federal Aviation Administration (FAA); these are the required clearances to airspace for the size and configuration of the EXISTING runway.

The Federal Aviation Administration is responsible for establishing standards for all airports in the United States to ensure the safe operation of aircraft in the air and on the ground. In accordance with those federal standards, we are required by them to maintain specific safety related airspace standards for the "approach" and "departure" ends of the Airport's runways.

Airspace is maintained by keeping trees and structures from penetrating these required air spaces surfaces. As a consequence of simple tree growth, we currently have some trees that do penetrate these airspace surfaces. We need to address obstructions to our airspace surfaces, which if not removed, could negatively impact the safe operation of our existing runway.

By "airspace surface" we mean the height as measured from the ground where the air is safe for take offs and landings. On the runway itself the airspace surface is at ground level. As one moves away from the runway (on either side) that surface rises higher than the ground. The farther you are away from the runway, the higher that safe "surface" is. We are trying to address trees that penetrate above those "surfaces."

For years the City has maintained certain airspace (or “avigation”) easements over private property so that we can enter upon this private property and manage these obstructions by removing them when they pose a threat to the safety related airspace surfaces.

Over time, natural growth and changing airport standards have resulted in potential obstructions which have cropped up on private property in areas where we do not currently have such easements- even though they fall within the areas where this airspace must be maintained. Recent aerial surveys have documented these areas and where those obstructions could potentially result.

We have been notified by the FAA that we need to address these obstructions to the safety related airspace surfaces for our existing runway. When we talk about removing obstructions we are talking about bringing them to the ground and not about cutting trees shorter every year.

The obstructions that we are required to remove are related exclusively and only to the existing 4000 foot runway at the Airport. Please note that in its entirety, we need to remove obstructions on:

- City owned land;
- Privately owned Land where the City has easements in place, and;
- Privately owned land where either the existing easement is not big enough or where we have no easement at all.

Like everything else at the Airport, there’s a Federal Process as to how we acquire airspace easements. Aside from those requirements, we also would like to commence a dialogue about all of this with each of you so that you understand what is happening and why. Here is an outline of how we propose to proceed:

1. We send you this letter with a Map that delineates both property ownership lines and coloration depicting where the most serious areas are. This letter is going to more than just the individually affected property owners as we want to include within the conversation the concerns of the greater neighborhood.
2. Second, we would like to invite you and all concerned to a public presentation put on by the City’s Aviation Consultants who will be able to tell you how we identified these obstructions, the FAA’s responsibilities and requirements in all of this and how we hope to address the safety clearance issue. This presentation will take place at **6:30 PM on Wednesday, March 18, 2015, in the cafeteria at the Troy Howard Middle School, located at 173 Lincolnton Avenue in Belfast.**
3. Third we will contact every property owner where we need either a new or expanded easement – individually- to begin the process of acquiring the easement. If we need an easement then we pay for it. These will be sit down meetings where we will go over our need for the easement and how long it will take to work through that process. It could well be into late 2016 before we are able to close and compensate for these easements.
4. We would like to start the DEP permitting process in March of 2015 as there are wetlands within the area. We would apply for one permit to do all the work- even on the private property where we do not have easements. To do otherwise would be excessively costly and time consuming. We would assure you that we would not cut anything on private property without first having an easement in place.

5. As part of the DEP environmental review process, public notification is required. We will be mailing out the required notice to all neighbors within 1-mile of Airport property inviting them to participate in this process. Please note that as part of this DEP process, a public hearing may be required.
6. We will be speaking with any private property owner before we set foot on their property.
7. We would start working to remove obstructions on City Property and in areas where we have existing easements. This would likely start in the fall of 2015.
8. We would hire an FAA approved professional independent Appraiser who would need to gain access to the private property in question in order to do their work.
9. We should be able to stake out the portion of your property where we need an easement so that you can visualize it on the ground.
10. We would negotiate within reasonable limits associated with the value of the easement as determined by the appraiser
11. We would need to conclude an environmental assessment on the area we need to work in and secure our DEP permits by the end of 2015 so that we could apply for a Federal Grant to help the City pay for these easements. The FAA regulates Airports and often finances up to 90% of major Airport projects.
12. That money if approved would be available by October 1, 2016. These grants are somewhat common and there is high confidence that this grant of funds would be approved by the FAA.
13. Once we have the money we would schedule a closing where the funds would be tendered and the easements signed.
14. Only after we have an easement would work be scheduled to remove the obstructions and that would be arranged based upon direct communication and reasonable accommodation for the owner. We would likely still begin cutting in December of 2016.

This will all obviously take some time. It does seem odd that we will be trying to appraise property and negotiate to get an easement before we actually have the grant to pay for it. It also seems odd that we would look to secure a DEP permit to cut trees on property where we would have no easement at this time. The progression requires that we have some idea how much we need to pay for the easements and that we have the environmental permits to do the work once we do have the easements.

We are going to try to maintain as open a process as we can. My goal would be to be as forthright, upfront and to negotiate in consistent good faith with every affected private property owner.

Do we really have to do all of this?

The answer is yes. If we do not, then our only alternative will be to "reduce" the size of the existing runway and to be honest I really can't see the City making the Airport less useable in the future than it has been over the last 60 years.

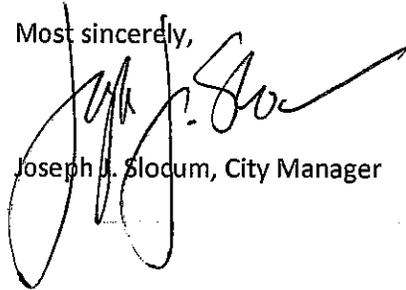
What if a property owner says "No, I will never sell an easement at any price?"

Then the City would have to choose between shortening the existing runway and or consider the more drastic remedy of eminent domain. The City needs these easements to maintain the existing runway and that is just where we are.

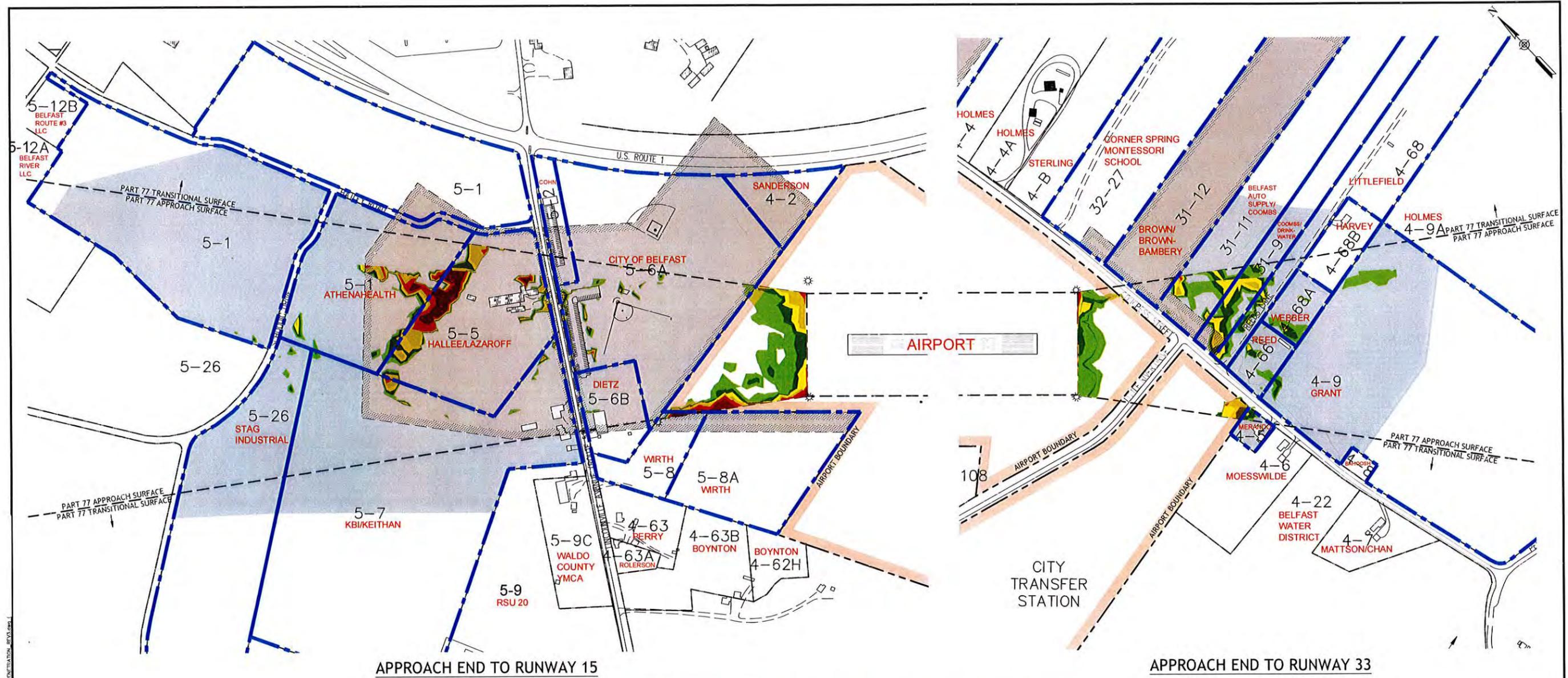
Thank you for your continuing time and interest in this project. Thomas Kittredge, the City's Economic Development Director, will be the point person on this project and will have the ongoing support of myself and Nora McGrath from our office. You may contact any one of us with your questions, thoughts or concerns as we go forward.

I am really hoping that we can all move forward in a positive and fair way as we work through this project together.

Most sincerely,

A handwritten signature in black ink, appearing to read "J. Slocum", written over the typed name.

Joseph J. Slocum, City Manager



UNOFFICIAL: FOR DELIBERATIVE PURPOSES ONLY

NOTE: THE INFORMATION INCLUDED IN THIS PLAN IS PRELIMINARY AND COULD VARY IN THE FUTURE. THE ACTUAL EXTENT OF OBSTRUCTION REMOVAL AND POTENTIAL FUTURE AVIGATION EASEMENT ACQUISITION WILL BE ESTABLISHED FOLLOWING FUTURE INDIVIDUAL SITE ANALYSES.

PENETRATIONS TABLE			
NUMBER	PENETRATIONS RELATIVE TO AIRSPACE SURFACES	COLOR	AREA (AC)
1	20 FT BELOW SURFACE TO 15 FT BELOW SURFACE	Light Green	5.05
2	15 FT BELOW SURFACE TO 10 FT BELOW SURFACE	Dark Green	2.27
3	10 FT BELOW SURFACE TO 5 FT BELOW SURFACE	Yellow	1.44
4	5 FT BELOW SURFACE TO SURFACE	Light Yellow	0.87
5	SURFACE TO 10 FT ABOVE SURFACE	Red	0.55
6	10 FT ABOVE SURFACE TO 71 FT ABOVE SURFACE	Dark Red	0.57

GENERAL NOTES:

1. AIRPORT PROPERTY LINE INFORMATION SHOWN WAS TAKEN FROM RECORD DRAWINGS RECEIVED FROM STANTEC CONSULTING SERVICES, INC., DATED 05-19-1995.
2. ADDITIONAL PROPERTY INFORMATION WAS TAKEN FROM THE CITY OF BELFAST TAX ASSESSOR'S MAPS, EFFECTIVE DATE 04-01-2012.
3. ADDITIONAL PROPERTY LINE AND PROPERTY INFORMATION MAY BE REQUIRED FOR FINAL ANALYSIS.
4. THE PROPERTIES LISTED WERE TAKEN FROM THE CITY OF BELFAST TAX MAPS GENERATED BY THE CITY ASSESSOR'S OFFICE. THE FIRST NUMBER IS THE MAP WHERE THE PARCEL CAN BE FOUND AND THE SECOND NUMBER INDICATES THE PARCEL.

LEGEND	
	AIRPORT PROPERTY BOUNDARY
	PROPERTY BOUNDARY
	AIRSPACE SURFACE
	EXISTING AIRPORT AVIGATION EASEMENT
	AIRPORT AFFECTED PROPERTIES
	POTENTIAL EXTENTS OF NEW AVIGATION EASEMENTS



BELFAST MUNICIPAL AIRPORT DRAFT AIRSPACE OBSTRUCTION ANALYSIS

JANUARY 2015

AGENDA TOPIC

TO: MAYOR & CITY COUNCIL
FROM: WAYNE MARSHALL, CITY PLANNER
DATE: FEBRUARY 27, 2015
RE: DOWNTOWN REVITALIZATION PROJECT

REQUEST FOR COUNCIL DIRECTION

The Council appointed Downtown Revitalization Committee, which has managed the design, engineering and bidding process for Cross Street, Spring Street, Miller Street and Belfast Common area improvement project, is recommending the following Council actions for this project:

- 1) Award the construction contract for most project improvements in the amount of **\$ 764,692** to Maine Earth, which was the lowest responsible bidder for this project. This amount includes deductions from their base bid because of work the City will be performing (# 2 below) and the award of three bid alternates the Committee is recommending.
- 2) Authorize the City to use a City contracted mason, a contracted electrical firm, Public Works Department staff and equipment, and similar services at an estimated cost of about **\$ 80,000** to complete work in the Belfast Common area; work which was eliminated from the Maine Earth contract.
- 3) Authorize the hire of Tom Fowler, a local licensed civil engineer, to provide project inspection services at a cost not to exceed **\$38,000** without further Council approval.
- 4) Authorize the establishment of a project contingency account in the amount of **\$ 20,000** and to allow the project administrator to approve expenditures from this account that are less than the \$5,000 for any individual change order without further Council approval.
- 5) To approve the designation of **\$ 530,000** in City funds, to match the \$ 500,000 in funds the City was awarded in a Community Development Block Grant (CDBG) by the Dept of Economic and Community Development (DECD) to pay the costs identified above, as well as costs previously approved by the Council (about \$ 162,000). I specifically note that the request for **\$530,000** is less than the request for \$600,000 that I made the Council aware of in a February 25 email to the Council. The request for a lower amount is because of a mathematical error that I initially made, and not because of any further changes in the scope of work that the Committee is recommending. Potential approaches which the Council could

consider to pay these costs will be described by the City Manager in the Agenda Topic regarding Council consideration of short-term borrowing.

The above costs, in combination with costs previously approved by the Council, results in a total project cost of about \$ **1,027,000**.

BACKGROUND INFORMATION ON GRANT

The City of Belfast was one of only two communities in Maine awarded a \$500,000 CDBG Downtown Revitalization grant by DECD in mid-2012. In its grant application the City identified its intent to construct pedestrian, parking, and drainage improvements on Cross, Spring and Miller Streets that would foster increased connectivity between the Belfast Common area and adjacent City parks and the Main Street area.

In March 2013, the City hired the engineering firm of Sebago Technics through a competitive request for proposal process to complete engineering, design and bid documents for the project. Sebago Technics worked with the Council appointed Downtown Revitalization Committee on the project plans, as well as area property owners, and the Committee and consultant periodically met with the Council to discuss project plans. The Committee decided that project work could best be accomplished by acquiring easements from 3 area property owners to increase the width of Cross Street. While the easements resulted in a better project design, it took much longer to acquire the easements than anticipated, which resulted in a significant delay in the City bidding the project.

The City first bid the construction of this project in June 2014. Three bids were submitted, but all were considerably greater than the engineer's cost estimate of \$600,000. The amount of the bids resulted in the City deciding not to award a construction contract. The Committee then retooled and carefully re-examined the project to look for potential ways to achieve cost savings, while not detracting from the integrity of the project. We also decided to target going to bid in December, which typically is the best time to obtain greater competition and lower (the best) bids.

The City rebid the project in late November 2014. Thirteen firms attended the pre-bid conference and six firms ultimately submitted bids in January 2015. Our Engineer's estimated construction cost was \$ 600,000, with an additional \$ 75,000 in cost for a potential drainage improvement (rock drain replacement on McCrum property) which we included as a bid alternate. Unfortunately, all six bids we received again exceeded the engineer's estimate by a substantial amount. And, after conferring with DECD, we decided to reject the low bid (action approved by the Council on January 20) because the low bidder did not include several mandatory submissions in their bid.

The City is now at the point of needing to decide how it will proceed with the project. Under terms of the grant, we must complete all work by the end of September of 2015, and it is very unlikely that we could obtain another extension. The Committee is encouraging the Council to award the needed City funds, likely \$ 530,000, to construct the project as we now propose.

Following is an explanation of why the Committee believes this project, at designed, makes sense. I note that several members of the Committee will be present to respond to questions.

**WHY THE COMMITTEE BELIEVES THE COUNCIL
SHOULD SUPPORT THE PROJECT**

First and foremost, the Committee believes the proposed improvements will greatly strengthen connectivity between the Belfast Common area and Main Street, and will encourage greater use of Belfast Common Park and adjacent Parks by both residents and visitors. Also, there is a significant amount of underdeveloped or undeveloped land in the area, and the public improvements associated with this project should foster further development. We note the extensive renovations that Seth Thayer and Greg Tinder made to their building at the intersection of Main/Cross/Federal Street, and that they even used the term 'slum and blight' in their web page. City Council previously designated this as a slum and blight area, partly to put the City in a better position to receive grant funds such as the CDBG grant.

Since all City Councilors do not serve on the Committee, we thought it may be helpful to identify some of the specific benefits of this project and steps which the Committee took to try to better manage project costs.

- 1) The Committee decided to scale back the initial scope of this project for the Spring Street area by eliminating the proposed sidewalk and street level lighting, but to retain the more critical on-street parking and drainage improvements.
- 2) The net value of this project is considerably greater than the City's effort because the Belfast Water District chose to upgrade their water service in the area as a companion project. The District has completed this work at a cost of over \$250,000.
- 3) The project will result in 20+ new parking spaces; spaces which will benefit area businesses as well as events at the Parks and Harbor.
- 4) When the City submitted the grant application, over 45 area businesses directly expressed their support of the project. The Committee continued to work with area businesses during project design, and believes the project will benefit existing and future businesses.
- 5) The City successfully worked with 3 area property owners to obtain easements on their private property to allow an increase in the width of Cross Street. The increased width of the street allowed a much better lay-out of the sidewalk and on-street lighting, and several parking spaces. The City did not pay a fee for these easements. We believe these donations reflect property owner interest in seeing these improvements constructed.
- 6) The most recent bid package included several project items as bid alternates. The Committee took this approach to help manage costs. We are recommending not to award the landscaping alternate, \$58,000, with the thought that the landscaping can be completed at a later date and at a lesser cost. We also recommend not accepting the rock drain bid alternate, \$104,540, because we believe there will be future opportunities for the property owner and

the City to consider this work or similar work at a future date. Conversely, we are recommending award of the paving (\$99,402), manhole and catch basin adjustment (\$13,600) and electrical (\$1,300) alternates because we believe they are key elements of the project that are best completed by the engineer.

- 7) One of the major ways that the cost of the contractor bid was reduced was to pursue using a mason the City has frequently worked with and Public Works to do project work in the Belfast Common area. We specifically targeted Belfast Common as a component of the project to potentially remove from the contractor's bid because of the nature of the work and because it is somewhat separate from the work on the adjacent streets. We believe it will cost about \$80,000 for the City to do this work. The contractor's bid amount was about \$180,000, or a savings of about \$100,000.
- 8) The Committee notes that it is a rare opportunity for a community to be awarded a downtown CDBG grant, and that the City has received \$500,000 in non-City funds to help achieve a City project. This grant is likely a one-time opportunity in the next 5 years. Also, if we do not complete the grant in accordance with the grant guidelines, it could hurt our ability to receive other CDBG awards.
- 9) I also would note that the City has already expended significant funds on this project; about \$110,000 on project engineering, project administration and miscellaneous costs. These expenditures will largely be for naught if the City does not pursue the project.

The Committee adds that it has been very difficult for all to take this project to construction because of the great disparity between the engineer's cost estimate \$600,000 and the cost of the bids that we have received. If the bids had come in at \$600,000, an amount which also included project landscaping, the City's commitment to this project would be about \$275,000, rather than \$530,000; and as noted, for more work. While Sebago Technics did well in working with the Committee on project design and engineering, the wide gap between the construction cost estimate and the bids received is troubling --- and costly.

REVIEW OF PROJECT COSTS

Following is a quick review of project costs to help the Council better understand what the project cost estimate of \$1,030,000 includes. I will be happy to answer any more specific questions about project cost at the meeting.

Engineering, Inspection and Administration Costs - \$162,000

Following is an estimated outline of expenses involved with engineering, administration, construction, construction management and construction inspection for the Downtown Revitalization project. I have rounded up some of the numbers to the nearest 1,000 because some of these costs remain estimates.

- Project Engineering & Design - \$ 73,000 Sebago Technics
- Project Administration - \$ 32,000 Ron Harriman Associates

- Project Construction Management - \$ 13,000 (\$12,700) Sebago Technics
- Project Construction Inspection Services - \$ 38,000 (est) Tom Fowler - Council decision requested at this meeting. I note that Tom is a local licensed civil engineer whose office is within 500 feet of the project site.
- Miscellaneous (Advertising & Olver) - \$ 6,000 (\$ 5,544.67 to date)

Construction Contract with Maine Earth - \$764,692

This amount includes their base bid of \$837,790, minus work proposed to eliminated in the Belfast Common area, \$187,400 (work City will do), and accepting three of the five bid alternates. The bid alternates are for paving, \$99,402; manholes and catch basin adjustments associated with the paving, \$13,600; and electrical boxes for two of the lights (\$1,300). Maine Earth must complete all project work by mid-September. I have met with Maine Earth, and they are prepared to accept a contract for this amount.

Construction Work by City of Belfast and Others - \$80,000

We are proposing to use a local mason and Public Works Department employees to lay the additional concrete pavers in Belfast Common, to construct the stone wall, and to construct the concrete entrance island and similar concrete work. The estimated cost of this work is about \$45,000.

We plan to work with a local electrical contractor to install the 8 lighted bollards proposed for Belfast Common. We do not yet have final quotes, but the cost of this work appears that it will approach the same amount as bid by Maine Earth; about \$30,000.

The Committee is considering retooling the proposed sign for Belfast Common from what was requested in the bid package, and we would like to reserve \$5,000 for this sign.

Contingency - Suggested \$20,000

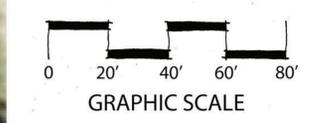
I note that several of the items in the Maine Earth contract (and our bid) are based on estimated quantities, such as the amount of rock removal and loam. These quantities could actually prove to be more or could be less. As such, I am suggesting a contingency of \$20,000, with the project administrator having the ability to expend the contingency up to a limit of \$5,000 on any specific work without further Council approval.

STREET WIDTHS ARE FROM THE HISTORY OF THE CITY OF BELFAST IN THE STATE OF MAINE BY JOSEPH H. CLAMSON FROM ITS FIRST SETTLEMENT IN 1770 TO 1875



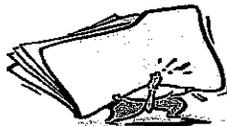
CONCEPT A / ONE-WAY CIRCULATION-CROSS STREET

REVISED OCTOBER 24, 2013



SEBAGO
TECHNICS

Source



GA Basic and Not So Basic

Presented to you
by the
Maine Welfare Directors Association



• Preliminaries...

What is GA?

General Assistance (GA) is "a service administered by a municipality for the immediate aid of persons who are unable to provide the basic necessities essential to maintain themselves or their families" (22 M.R.S.A. § 4301(5)).

➤ The key terms in this definition are: immediate, unable and basic necessities.

➤ GA is intended to provide **immediate** aid, thus assistance must be granted or denied (in writing) within 24 hours of an application. You do not have to wait 24 hours, you can issue a decision immediately.

➤ Assistance is provided in way of a vendor voucher—not cash.

What are basic necessities?



Items including:

- Food
- Shelter
- Utilities
- Heating fuel
- Prescriptions
- Personal Care Items
- Sewer and Water
- Certain other items, when they are essential

Telephones

- Telephones are not a basic necessity unless your client has a dr.'s note.
- There are many programs available if you are on a federal or state program to qualify for a free cell phone.

What is Required?

- Administration of a GA program
- Ordinance
(including maximums which change currently twice a year)
- GA Program Public Notice (which must be visible to the public 24 hours a day)

2.01

GA Program Public Notice

The municipality of _____ administers a General Assistance program for the support of the poor. Pursuant to Title 22 MRSA § 4305, the municipal officers have adopted an ordinance establishing that program. A copy of this ordinance and pertinent statutes is available for public inspection at the Town Office and/or _____

Persons who wish to apply for General Assistance may do so at _____ during the following time(s):
Day(s): _____ Hour(s): _____

In an emergency, applicants may contact _____ at _____

The municipality's General Assistance administrator must issue a written decision regarding eligibility to all applicants within 24 hours of receiving an application.

The Department of Health & Human Services toll-free telephone number, to call with a question regarding the General Assistance Program, is 1-800-442-8003.

This notice is posted pursuant to Title 22 MRSA §§ 4304-4305

Tools:



- o State law
Title 22 MRSA § 4301 et seq.
- o DHHS Policy
- o Ordinance with yearly maximum appendixes
- o GA Manual
- o GA Information & forms on MMA's website:
www.memun.org
- o MWDA website at: www.maine-welfare-directors.org

Who may apply?

ANYONE

- **When & where may people apply?**
- Regular & reasonable hours or by appointment only
- Designated place
- Emergencies are the exception—clients must be able to apply 24 hours a day, 7 days a week in the event of an emergency

Never deny someone the opportunity to apply!



Confidentiality:



§ 4306. Records; confidentiality of information

The overseer shall keep complete and accurate records pertaining to general assistance, including the names of eligible persons assisted and the amounts paid for their assistance. Records, papers, files and communications relating to an applicant or recipient made or received by persons charged with responsibility of administering this chapter are confidential and no information relating to a person who is an applicant or recipient may be disclosed to the general public, unless expressly permitted by that person.

Issues to keep in mind relating to household composition:

- Rental Payments to Private Homes (Payments are to be made directly to the mortgage holder and only prorated amounts will be paid. The municipality may require that the property owner be properly licensed)
- Rental Payments to Relatives (applicant must have lived and paid rent in the relatives rental property for at least 3 months prior to applying for GA and the rental payment is necessary to provide the relative's basic necessities).

The Key Issue—Eligibility

Initial vs. Repeat Applications

Who Is an Initial applicant?

A person who has never applied for GA in a Municipality within the past year.

Who is a Repeat Applicant?

A person who has applied for GA in a Municipality within the past year.

Eligibility—Need



"Need" means the condition whereby a person's income, money, property, credit, assets or other resources available to provide basic necessities for the individual and the individual's family are less than the maximum levels of assistance established by the municipality.

There are two budgets that must be calculated before a household's exact eligibility is known:

Deficit & Unmet Need

- **Deficit:** Difference between the applicant's household income and the applicable overall maximum level of assistance.
- **Unmet Need:** Difference between the applicant's household income and the household's allowable 30 day expenses.
- Applicant is eligible for the lower of the two

Note: The administrator may re-determine eligibility within the 30 day period if there has been a change in the recipient's circumstances (22 MRSA § 4309).

You can also grant assistance for less than 30 days. Example: You can grant assistance weekly or bi-weekly.

Emergency

Emergency: "Emergency" means any life threatening situation or a situation beyond the control of the individual which, if not alleviated immediately could reasonably be expected to pose a threat to the health or safety of a person

Emergency GA



When an emergency is determined to exist and the amount of assistance the applicant is eligible for is not sufficient to cure the emergency the GA administrator will next make an "emergency analysis"

In conducting an emergency analysis the administrator should consider the following facts:

- o whether GA is needed immediately;
- o whether it is an initial application;
- o the household composition (e.g., infants, children, elderly, ill, disabled people);
- o any unusual or major changes in the household (e.g., medical problems, a lay-off etc.);
- o the availability of other resources to reduce or eliminate the problem;

- o whether the applicants had or currently have the opportunity or ability to rectify the situation;
- o whether the applicants have an eviction, utility disconnection notice or mortgage foreclosure;
- o whether there is an **imminent** emergency that may result in undue hardship and unnecessary costs. (an emergency analysis can be conducted without an eviction or a disconnection notice)
- o whether the situation is beyond the applicants' control and poses a threat to their health or safety;

Limitations on Emergency GA

Under GA law, there are two situations when an applicant is **not eligible for emergency GA.**

- (1) when the applicant is **currently disqualified** for committing fraud, violating the work requirements or for not using potential resources;

- (2) when assistance is requested to alleviate an emergency situation that the applicant could have averted with his or her own income and resources (§ 4308).

FYI -

When the emergency analysis is complete and the amount of emergency assistance the applicant is eligible for is not enough to cure the emergency, assistance will not be granted.

Arrearages or Back Bills

- The general rule—GA does not pay for back bills unless it is an emergency.
- As with other emergencies, municipalities may limit assistance to those situations which could not have been prevented by the applicant.
- The statute (§ 4308(2)(B)) makes "applicable time period" a central issue to the analysis of back bills.
- According to the MMA model ordinance, the applicable time period is generally the last 30 days, unless the emergency is the result of an arrearage.

- For arrearages, the applicable period of time is the duration of that negative account balance—when the arrearage began...
- So, determining eligibility for a back bill means, going back to when the arrearage started and seeing if there was eligibility back then...and each month since...!!!!
- Remember though, it is the responsibility of the applicant asking for assistance with a back bill to prove he or she was eligible each and every month at issue...



Income

- any form of income in cash or in kind received by the household;
- including net compensation for services performed;
- cash received on either secured or unsecured credit;



- any payments received as an annuity, retirement or disability benefits, veterans' pensions, workers' compensation, unemployment benefits, benefits under any state or federal categorical assistance program, supplemental security income, social security and any other payments from governmental sources, unless specifically prohibited by any law or regulation, court ordered support payments, income from pension or trust funds,



- tax returns, lump sum payments, lottery winnings, utility allowances and household income from any other source, including relatives or unrelated household members—income of all members of the household must be considered when determining eligibility.

Excluded Income

There are some forms of income that are expressly prohibited from being considered as income. These include:

- SNAP
- Fuel Assistance Benefits (LIHEAP)
- Children under the age of 18 who are full time students and working part-time
- Americorp program and VISTA job-training program benefits
- Family Development Accounts (22 M.R.S.A. § 3762)
- Aspire Benefits

Use of Potential Resources § 4317

An applicant or recipient **must make a good faith effort** to secure any potential resource including, but not **limited to**, any **state or federal assistance program, employment benefits, governmental or private pension programs, available trust funds, support from legally liable relatives and child-support payments.**

- This also includes putting up for sale (at fair market value) resources such as cars, recreational vehicles and cashing out investment accounts.
- Assistance **may not be withheld** pending sale of such resource as long as the applicant can prove a good faith effort is being made to sell such resource(s)

- An applicant who forfeits receipt of or causes reduction in benefits from another public assistance program because of fraud, misrepresentation or a knowing or intentional violation of program rules or a refusal to comply with program rules without just cause is **not eligible to receive general assistance to replace the forfeited assistance** for the duration of the forfeiture, except for SNAP and Section 8 Housing.

More on Resources...

- After a person files an initial application the administrator must state in the written decision what potential resources the applicant is required to obtain. The applicant must be given **at least 7 days** to apply and/or secure the resource.

- GA—used only as a last resort!
Always look for and try to coordinate with other available resources.

- Food Pantries
- Shelters
- Soup Kitchens
- Local Non-Profits
- DHHS EA Program

Responsibility Not to "Misspend" Income:

- For "repeat" applicants, the administrator calculates the **prospective 30-day income** just as it is done for initial applicants. In addition, the administrator also calculates all income received by the household within the last 30 days which was **not spent on basic necessities**.



- The income figure used in the calculation of eligibility for repeat applicants is the combination of the income they expect to receive during the next 30 days **plus** "misspent" or non-accounted income that was spent on non-basic items during the previous 30 day period.

- In other words, money that is misspent is considered available to the applicant.



Work Requirement:



- Everyone who is able to work is expected to fulfill the work requirement (§ 4316-A). People who violate the work requirement are **ineligible to receive GA for 120 days**, unless there is good cause.
- Good cause could be a note from a physician excusing them from the work requirement.



- GA administrators should require that medical letters from physicians include the extent of disability (e.g., 100%), the duration, specific work restrictions, and possibly the date of the next re-evaluation.

Interim Assistance

- If you have a client that is applying for Social Security you need to have them fill out an Authorization for Reimbursement of Interim Assistance Form (IAR).
- Client is denied if he/she refuses to sign IAR.

The work requirement means that in order to be eligible for assistance people must:

- look for work;
- accept work;
- register for work with the Maine Job Service / Career Center
- participate in a municipal workfare program;
- not quit work and not be discharged for **misconduct**; and
- participate in an educational or work training program.

Just Cause:

If people refuse or fail to fulfill the work requirement without just cause, they will be **ineligible to receive GA for 120 days**. Specific examples considered just cause include:

- a physical or mental illness or disability;
- being sexually harassed at the workplace;
- any other reason that the administrator thinks is reasonable and appropriate.

Municipality of Responsibility:

- residents—people who are physically present in a municipality with the intention of remaining there and establishing a household; or
- non-residents—people (including transients) who apply for assistance who are not residents of that municipality or any other.

Complications to Residency...

Relocating Applicants:

- Only upon client's request and never to avoid granting GA!!!
- Notify the receiving municipality of the assistance that you have granted and you are responsible for thirty (30) days.

- *Relocating a client is an option the town may choose—not an obligation—a town is not obligated to pay for basic necessities outside the municipality unless they are unavailable inside the municipality.*

Please see your Statute and Ordinance for your responsibility if you relocate a client.

Verification



- Verification, or certifying that applicants are eligible for assistance, is one of the administrator's most important duties.
- It is not the administrator's job to do the groundwork to discover if applicants are eligible. Applicants have the burden of proving that they are eligible for GA.

- All applicants must show that they need GA by providing written documentation of all household income and expenses. Repeat applicants must also provide documentation of how the household's previous 30-day income was spent;
- The administrator may verify information pertinent to determining eligibility once an application is signed;
- If the applicant refuses to allow the administrator to determine eligibility, the applicant's request for GA may be denied.

False Representation

- Whoever **knowingly and willfully** makes any false representation of a **material fact** to the administrator of the program of any municipality is **ineligible for assistance for a period of 120 days and is guilty of a Class E crime.**
- A person disqualified from receiving general assistance for making a false representation must be provided **notice and an opportunity for an appeal** as provided in sections 4321.

Don't work harder than your client.

- They need to bring you the proper documentation for you to make a decision and they are responsible to find their own housing within the municipality guidelines.

• **DHHS GA Hotline:**
1-800-442-6003



• **Visit us on the web at:**
www.mainewelfaredirectors.org

Updated Belfast Statement of policy on the Administration of General Assistance and financial assistance requests per City Manager Joe Slocum February 24, 2015

1. The State has rules as to how to administer the General Assistance Program and we follow the model General Assistance Ordinance drafted by MMA- subject to any independently authorized amendments the City formally adopts.
2. In every inquiry for general assistance there will be an application filled out with the assistance of the General Assistance Administrator.
3. In every inquiry the General Assistance Administrator will read aloud the warning against willful written false statements which can disqualify an applicant for 120 days in the future.
4. These rules often provide the General Assistant Administrator with some discretion. It is the policy of the City to exercise this discretion in favor of the applicant at all times if there is any reason to suspect that the information provided by the applicant- including verbal explanations- is a reasonable account of their situation, actions or needs.
5. The Applicants responsibility to document and provide proof of their situation, their past actions and their past available resources should always be applied with a view of reasonable accommodation. City staff will help applicants get the documentation they may need- including providing fax, mail, electronic mail, photocopies and assisting with the filling out of forms associated with getting help from any entity or agency.
6. The City will do their best to help the applicant fulfill their responsibilities to provide accurate, complete and current information. We understand that people who administer GA know more about the program than many applicants do, so we want to provide applicants with the broadest reasonable knowledge about how to properly apply for help. We should tell them that they need to apply for everything that they think they need.
7. After the Application has been filled out, the Administrator should go over it to make sure that we have a comprehensive understanding of the applicants entire situation, regardless of the nature of their specific request. If they do not qualify for the specific type of request that they are making, but would be entitled to other benefits under the rules of GA then they shall be so advised and given the opportunity to decide whether or not they wish to amend their application to include this other option.
8. The City wants to consider the whole of the Applicant's situation. We should be looking to provide responsive strategies or proposals with either GA or other outside programs that are designed to make it unnecessary for the applicant to continue to experience the same shortfall in the future or possibly need to come back.
9. To the best extent possible the City wants to consider a phone as a basic need and as an essential expense for job searches, medical support, calls to GA office, housing searches etc. If we decide that a cell phone is unnecessary we do not want to count the current months bill as an unneeded expense until such time as we help them replace their cell phone with a substitute phone (Snap program "Safe Link")
10. We want to have transportation cost associated with food shopping, job searches, medical treatment considered as an essential expense and calculated for under #4 "O" on every application.

11. We want everyone who does not qualify for General Assistance to be evaluated for Emergency Assistance. If there is an emergency then the higher benefit of either GA or Emergency Assistance should be authorized. If there is not emergency then the file narrative should explain why.
12. If GA can't help them we need to help the applicant reach out to non GA sources: Maine State housing, LiHeap, Ministerium, soup kitchen etc. However the Ministerium is not a formal non-profit and we should not treat it as a first resource like other agencies, non-profits or government programs. It should be treated as a secondary resource when all else fails. We must have clear knowledge of what other resources are out there and to regularly network with these groups to best understand how they operate- and advise applicants accordingly.
13. If GA can't help and we are aware of other resources that may be helpful to the applicant then we shall provide the referral information to the applicant and help them understand why these referrals may be useful and assist them with their efforts to apply for them. If we want someone to go and seek rent assistance from someplace they need to travel to then we should assist with helping them find the transportation to do so.
14. If applicants appear to be impaired for any reason- such as age, education, mental or emotional challenges, physical challenges etc, then the General Assistance Administrator will use their best effort to locate someone such as a case worker, advocate or other person or contact who may help the impaired person pursue any form of assistance they seek. Alternatively the General Assistance Administrator will perform this service themselves. Helping someone work through the paperwork, get in contact with the right person and helping with forwarding documents to other entities that may be of potential assistance to an impaired person. This is not taking the Applicants responsibility away, it is helping them to fulfill it.
15. Money available to the Applicant is supposed to be spent first on basic necessities but reasonable allowances for a reasonably priced child's birthday present etc should not be considered misspent on a first time applicant. We should explain any denial relating to misspent money in writing and explain verbally and in writing that any future occurrence explanation that mis-spent money can cause future denial of benefits.
16. As we evaluate each applicant we need to be assessing their ability to understand what it is that we are telling them. If we have any question about whether or not what we are saying is sinking in then we should always have them repeat back to us what we have said to them. If they need help navigating through the GA process or other program process we should note this and work to get them either a caseworker or an advocate. We should do everything we can to help them until such a person is found.
17. A first time applicant or an applicant who has not been here in over a year is entitled to a little imperfection. We should make a special effort to make sure that they understand what can impact their ability to secure General Assistance in the future.
18. Written warnings should be reviewed, delivered and signed by the applicant on anything that will preclude them from getting denied in the future.
19. Family relationships and dynamics are very complicated. While people do need to utilize their resources before getting GA we should not be in the practice of assuming that other family members can or will help unless we have special knowledge to the contrary. Contacting that

family person to be sure is always required if we are going to hinge a decision on eligibility on some assumption they can or will help.

20. Look at all factors- especially for kids who are impacted by adults poor judgment. Children can't sleep in a hotel room where only 2/3rds of the nightly rent is paid unless the hotel will accept a reduced payment. If we proportionately disqualify the adult then we still want to make sure that the kids are covered.
21. A person may leave their job and still qualify if they had "just cause" to do so. If there are two plausible explanations as to why the job was vacated and one of them supports the applicant then the City wants to err on the side of the applicant.
22. In the end we want to treat every applicant with dignity, respect and a genuine interest in helping out- if we can. There are people we will not be able to help but the City wants us to provide every bit of support that we can. Just because we have people who have mis-spent their money does not mean that they do not need every other reasonable assistance that we can provide by helping them access other available resources.