CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

Joseph J. Slocum
City Manager

E-mail:jslocum@cityofbelfast.org
Tel: (207) 338-3370 ext. 10
Fax: (207) 338-2419

MANAGER'S REPORT
Belfast City Council Meeting
Tuesday, October 20, 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, October 16, 2015

Agenda Items:

10-A Introduction and update from Paul Knowles, Superintendent of RSU #71.

The new Regional School Union is up and running but not everything is perfectly sorted out. There are many challenges at present, with more on the way. This is a brief opportunity to meet our new Superintendent and to hear some of the issues and challenges that he is grappling with.

10–B Update on election signs from City Clerk, Amy Flood.

Attached in your packet are some examples of signs that we would like to have made up to encourage and remind people to vote.

10-C Request from the Parks & Recreation Commission to use weed killer on the paved walkway in Belfast Commons.

They've apparently tried everything without success. Norm Poirier, Parks and Recreation Director and a representative of the Commission will be at your meeting to discuss this with you in person. There is a memo from Norm in your packet on the subject.

10-D Request for funding to replace the roof on the Trap Shack.

We have reviewed all the agreements with Maine Coast Heritage Trust because they have legal control over Heritage Park and the buildings in it. Years ago when the City acquired the property we conveyed control to them to preserve the property as a Park in perpetuity. They have advised Norm Poirier that they have no problem with the replacement of the Trap Shack roof and there is some correspondence in your packet explaining this. We expect a new roof to be made of metal as this is a sloped roof.

10-E Update from the Broadband Committee.

At the time of this writing the committee is planning on meeting on Monday, October 19 at 1 PM. Economic Development Director Thomas Kittredge is a member of the committee and will provide you with an update at the meeting.

10-F Update on the solar project at the old landfill.

Over a month ago the Council authorized the City Manager to enter into an agreement with IGS Corporation to finance the construction of a solar farm at the old landfill that would reduce our reliance on nonrenewable energy and eventually provide the City with significant savings in electrical costs. Assistant City Planner Sadie Lloyd worked hard to negotiate an attractive deal for the City and accordingly earned the Council's approval for both the project and the financial investor.

In subsequent weeks, the negotiations over the terms of the agreement bogged down to the point where it became clear on Friday, October 9 that IGS was not willing to honor the terms the City had previously negotiated for and also wanted the City to assume financial and operational responsibilities for a number of things the City never agreed to.

Time is of the essence on this project as it must be up and running by December 31, 2015 in order for the investor to secure the energy tax credits that are central to this project.

During the week of October 13th we discussed this and realized it was quite likely that the deal that we had struck was not going to go forward because the City was not prepared to change the deal and assume these additional financial and operational obligations. We thought we would have to pursue another deal and perhaps try to get it built before December 31, 2016.

By late Wednesday our other partner in this matter, ReVision Energy, after hearing about our plight, offered to replace IGS as the financial investor in this project. ReVision Energy was our partner on the solar array at the Belfast Fire Station and has an exceptional reputation in the State and in our County. As City Manager, I was well aware of the Councils strong support for this project and its disappointment in our inability to secure the terms we negotiated for with IGS. The Council actively wanted a replacement financial partner and we were most fortunate to have ReVision Energy step forward to assume that responsibility at this 11th hour. Accordingly I signed a new agreement that honors our original deal with ReVision Energy on behalf of the City as I understand it to completely support the intent and desire of the City Council. For housekeeping purposes I am asking the Council to amend its prior authorization by simply substituting ReVision Energy for IGS Corporation.

Assistant City Planner Sadie Lloyd will be at the meeting to provide further detail and respond to questions.

10-G Second Reading on the proposed amendments to the City's General Assistance Ordinance.

In your packet you'll see a memo from Pamela Chase the City's General Assistance Administrator. The primary issue to resolve is whether or not we want to adopt the maximum allowance for housing as recommended by the State or whether we want to use the overall maximum allowance for all benefits as the maximum for housing. The maximum allowance for all benefits, as set by the State, is higher than their recommended housing maximums. The question is whether we want to be in a position to offer greater assistance for housing if at the time of the application, it does not appear that there is housing in Belfast available within the State recommended limits. If you adopt the maximum allowance for all benefits as the maximum for housing it would give the General Assistance Administrator more flexibility by allowing her to spend more on housing than the recommended housing limits.

10-H Request to approve the lease with DG Aviation, LLC to provide services to the Belfast Airport.

The City has had a difficult time trying to find someone to operate a business out of the airport that could act as a resource for visiting airplanes as well as act as our eyes and ears on the property. We put out request for proposals and the best one came from DG Aviation, LLC which is owned and run by a local person. We initially want to enter into a lease agreement with them for the former low hangers so that they can rent out indoor storage and do mechanical repair work for local and visiting planes. We are also allowing them to modify the lease for a hanger already owned by DG Aviation, LLC but which was formally limited to private and recreational use only. Temporarily we're going to experiment with allowing them to use this hanger also for commercial purposes. The first agreement will be for three years and we will receive $350 a month for rent. The second agreement will be for two years and we will receive $130.57 per month. Thomas Kittredge has attached copies of the agreements and a brief outline of this transaction. We feel it is a good first start to getting more of a presence at the airport to help it grow and be the resource it can be for the City.

10-I Update on safety associated with use of ammonia at the Penobscot McCrum manufacturing facility.

Since the last Council meeting City staff has attended three more meetings dealing with the ammonia used in the manufacturing process at Penobscot McCrum's factory on Pierce Street. Two meetings were held with the Police Chief, Fire Chief and in the County Emergency Management Office. The third meeting was a quarterly meeting of the local Emergency Planning Committee held at the County Emergency Management Office on Thursday, October 15, 2015 where this issue was thoroughly discussed.

At this point I can report that we are making progress in working on the new Emergency Response Plan for the facility, should an emergency response ever be needed. The County is doing the heavy lifting on the first review and the Police Department and the Fire Department will review that document once it is completed. They are on their third draft in 8 days. I would expect this to be completed in the next two weeks. The County is also working to set up training programs for both our Fire Department and Police Department to secure operational training and rapid rescue training so that eventually we will have people who are trained to go into a building where there is a hazardous ammonia release and bring somebody out. This requires a protective suit and a self-contained breathing apparatus like the ones you see firefighters use all the time. We

hope to extend an offer of this training directly to some employees of the Penobscot McCrum company so they can also provide this service if needed.

We will still not be responders who go in and fix or clean up the mess. On the risk management side we are continuing to look at measures that will provide the quickest notice of any possible spill as well as notice to the general public of what to do in case of a spill. Response is generally to "stay in place" by closing your windows and turning off your air-conditioners. There is a program that Searsport uses for Mac Point which actually calls people to give them a warning if needed. There are grants to help pay for this and we are looking into them but they may be a year away. We are working on an educational piece that we will distribute throughout the City which should be done next week. The Fire Chief is out trying to buy an ammonia detector as we do not have one.

Finally, we are reaching out to the other facilities that have ammonia as part of their process. This includes the Curling Club and Midcoast Frozen Foods. The State is continuing to work with us and will be setting up its own specialized training this winter in the Bangor/Brewer area for public officials, emergency response officials, etc.

10-J Consideration of a recommendation from the City Manager to provide the Energy Committee with some funding to hire consultants.

Councilman Hurley has been championing the effort to reduce our energy expense and consumption. The Council has appointed an Energy Committee to look at bold and innovative ways in which the City can accomplish this. Everyone seems to agree that the sooner we do this the sooner we reap the benefits which should save us money. The Committee has been ambitious. Here are some of the things they're looking at:

1. Energy Audit and retrofitting Waste Water Treatment Building
2. Looking at retrofitting/upgrading the Boathouse
3. Recommendations to the Library for going forward with their heating retrofits
4. Securing a lighting auditor for City-wide lighting audit
5. Looking into installing a biomass boiler at the Transfer Station with fuel (wood) from the Transfer Station. It sounds like we have enough fuel to install a system on another City building too, depending on what kind of system we land on.
6. Retrofitting all City buildings to improve efficiency and replace heating systems when large efficiency gains can be achieved.
7. Developing a solar farm at the old landfill
8. Possible demonstration projects

Assistant City Planner Sadie Lloyd has been working closely with the Committee. I spoke to her as well as Councilor Mike Hurley this week and suggested to both of them that we asked the City to set aside some money now so they can move these projects to cost saving resolutions at the earliest possible time. Many of these ideas have

technical components associated with them and the Committee will certainly need to have some financial resources to hire consultants to work with.

Previously the Committee separately approached the Council to secure the funds necessary to pay for the lighting audit. However other projects such as an energy audit for the Wastewater Treatment building and looking to installing a biomass boiler at the Transfer Station will also need consulting services to help the Committee evaluate and make sound recommendations to the Council. After speaking with Mike and Sadie I recommend that the City set aside up to $3,000 from the Wastewater Treatment Plant Reserves and $10,000 coming from Undesignated Fund Balance for the Committee to use in getting the expertise they need to do the work the Council asked them to do. We did something very similar to this with the Hiking, Biking and Pedestrian Committee a year or two ago. As a condition of this funding the Committee would be obligated to notify the Council on any consultant they hire and for what purpose. This would provide a check on the use of these funds and keep everyone in the loop.

10-K Update on the potential redevelopment of the Crosby School.

City Planner Wayne Marshall will provide a verbal update at the meeting.

10-L Discussion on the possibility of putting out to bid two buildings owned by the city at the corner of Pierce in Front Street.

The City purchased this property as part of the Front Street Redevelopment Project. We intend to change the property to provide better sight distances and promote public safety to cars and pedestrians alike. We also plan to put parking on the property to assist the general public with their use of both the Armistice Bridge and the Harbor Walk. The City Planner has a memo attached in your packet. He has received several inquiries about purchasing these buildings and he would like to discuss with you the possibility of putting them out to bid.

10-M Request to go into Executive Session to discuss a legal matter regarding pending or contemplated litigation or settlement offers pursuant to 1 MRSA 405 (6) E.

10-N Possible discussion and/or resolution of a legal matter following the Executive Session under agenda item 10) M.

10-O Signing of Council Orders

That's about it for now. Enjoy the Fall days, welcome our continuing visitors, be safe, shop local and check in with your neighbors to see if there's anything you can do for them as we all proceed into Winter together.

City of Belfast
Consent Agenda
Tuesday, October 20, 2015
Meeting #8

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 the return of their gift of the "Please, Be Seated" chairs/benches back to Our Town Belfast.

Motion to approve the return of their gift of the "Please, Be Seated" chairs/benches back to Our Town Belfast.

B. Request to approve a Parade Permit application submitted by Wayne Cookson on behalf of the American Legion Post 43 for the Veteran's Day Parade on Wednesday, November 11, 2015 starting at 11:00 a.m. at the Belfast Area High School.

Motion to approve a Parade Permit application submitted by Wayne Cookson on behalf of the American Legion Post 43 for the Veteran's Day Parade on Wednesday, November 11, 2015 starting at 11:00 a.m. at the Belfast Area High School.

C. Request to approve a permit for coin-operated machines for Crusty Crab LLC d/b/a The Front Street Pub located at 37 Front Street, Belfast, Maine.

Motion to approve a permit for coin-operated machines for Crusty Crab LLC d/b/a The Front Street Pub located at 37 Front Street, Belfast, Maine.

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

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

E. Request to approve a new application for a Victualer's License for Suzanne L. Coolbeth d/b/a Suecakes! Located at 9D Beaver Street, Belfast, Maine.

Motion to approve a new application for a Victualer's License for Suzanne L. Coolbeth d/b/a Suecakes! Located at 9D Beaver Street, Belfast, Maine.

F. Request to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a wedding reception located at the Belfast Boathouse, 34 Commercial Street, Belfast, Maine on October 10, 2015 from 4:00 p.m. to 11:00 p.m.

Motion to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a wedding reception located at the Belfast Boathouse, 34 Commercial Street, Belfast, Maine on October 10, 2015 from 4:00 p.m. to 11:00 p.m.

G. Request to approve the application for a renewal Automobile Graveyard and/or Junkyard Permit for Gibb's Auto Sales located at 50 Back Belmont Road.

Motion to approve the request to approve the application for a renewal Automobile Graveyard and/or Junkyard Permit for Lorraine Gibbs d/b/a Gibb's Auto Sales located at 50 Back Belmont Road.

H. Request to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a retirement party located at the Waldo County Shrine Club, 20 Northport Ave, Belfast, Maine on October 24, 2015 from 4:00 p.m. to 10:00 p.m.

Motion to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a retirement party located at the Waldo County Shrine Club, 20 Northport Ave, Belfast, Maine on October 24, 2015 from 4:00 p.m. to 10:00 p.m.

I. Request to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a wedding located at the Belfast Boathouse, 34 Commercial Street, Belfast, Maine on October 17, 2015 from 4:30 p.m. to 9:30 p.m.

Motion to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a wedding located at the Belfast Boathouse, 34 Commercial Street, Belfast, Maine on October 17, 2015 from 4:30 p.m. to 9:30 p.m.

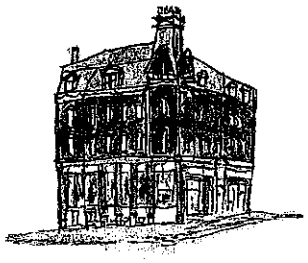
J. Request to approve an extension of liquor license for Three Tides 8th Year of Beer located at 2 Pinchy Lane, Belfast, Maine to include their parking lot and the private Marshall Wharf driveway in front of their brewery store/tasting room on October 17, 2015 from 5:00 p.m. to 11:00 p.m.

Motion to approve an extension of liquor license for Three Tides 8th Year of Beer located at 2 Pinchy Lane, Belfast, Maine to include their parking lot and the private Marshall Wharf driveway in front of their brewery store/tasting room on October 17, 2015 from 5:00 p.m. to 11:00 p.m.

9.A

our town BELFAST

A MAIN STREET COMMUNITY



October 13th, 2015

GOVERNING BOARD

Majorie Gormley
CHAIR

Chris Bitely
VICE CHAIR

Jennifer Albee
TREASURER

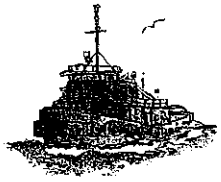
Cheryl Morin
SECRETARY

Abigale Avey
Michael Casby
Tom Griffith
Christopher Lobley
Rossi Meacham
Mary Mortier
Jon Ohlsen
Steve Racioppi
Natalia Rose

STAFF

Breanna Pinkham Bebb
EXECUTIVE DIRECTOR

Heather Pusey
OFFICE ASSISTANT



To Belfast City Council and Mayor Ash:

Thank you for another great year of support for the Please Be Seated bench program. Our Town Belfast is proud to partner with the city and local artists to bring this public display of practical art to the streets of Belfast each year. The program has garnered attention from all over - travel blogs, social media, news articles, etc - and has set a trend that others in Maine are hoping to follow. This fall, Bangor has done an installation of artistically-altered pianos throughout their parks. Gardiner, Rockland, and other communities have called us to ask about the program as they hope to accomplish something similar in their downtowns.

As it has been several years now of Please Be Seated in Belfast, we are looking for ways to refresh/reinvigorate the program for 2016. In fact, we are open to (and looking into) entirely new ideas as well. If you have any thoughts or suggestions, please let us know. Our goals are to move people around the downtown, to fulfill a practical need, and to do so in a way that is authentic and true to the community of Belfast.

Thanks again for your belief in this program and in Our Town Belfast. And much appreciation to Norm and our Parks & Rec department for assisting with installation and take-down with the use of their trailer.

On behalf of myself and the board,

Breanna Pinkham Bebb
Executive Director, Our Town Belfast

(207) 218 1158 | info@ourtownbelfast.org | 171 High Street, Suite 6, Belfast, ME 04915

our town BELFAST is a community-driven and nationally-accredited 501(c)(3) Main Street organization:
Growing and sustaining our historic downtown while celebrating our unique cultural heritage...

10B

Vote Today Belfast Methodist Church US Flag Polls Open 7am - 8pm (2 signs)	Vote Today Belfast Boat House US Flag Polls Open 7am - 8pm (2 signs)	Vote Today Belfast Methodist Church & Belfast Boat House US Flag Polls Open 7am - 8pm (8 signs)

Vote Today US Flag Polls Open 7am - 8pm (4 signs)

All signs 2 x 3ft

Price Plastic:	$40.00 each = $640.00	
Price Metal:	$70.00 each =$ 1,120.00	or $85 each for replaceable letters

All Signs 4 x 8ft

Price Plastic:	$150.00 each = $2,400.00	$90 each for folded
Price Metal:	$200.00 each = $3,200.00	

Belfast Signs Quote 10/15/2015

Places for Signs	Sandwich Boards	# Signs
Fire Station	1	2
Boat House	1	2
Boat House(High St)	1	2
Post Office	1	2
Methodist Church	1	2
Methodist Church(Mill Lane)	1	2
City Hall	1	2
Bridge	1	2
Totals	8	16

10.C

MEMORANDUM

October 14, 2015

To: Joseph Slocum, Belfast City Manager
Honorable Mayor Ash and Belfast City Council
From: Norman Poirier, Belfast Parks and Recreation Department

Re: Request to Use Weed Killer

Over the years various methods of weed control have been attempted for reducing and controlling the growth of weeds in various public places within the City. Methods included burning the weeds with a propane torch, applying an organic homemade mixture of dawn dish detergent, vinegar and Epsom salt. Neither of these methods have been effective and is extremely prominent along the pavers / walkway Throughout Belfast Common.

I am to believe the City has placed a ban on the use of weed killer in public spaces and parks. If this is true I am asking for approval to use the weed killer along these walkways only and by a licensed landscape contractor which is required by law. In addition properly posting and notifying the public so they can choose to stay away from these areas for the recommended period of time. I along with the Parks and Recreation Commission truly feel this is the only method of effective control in these highly visible areas of Belfast Common. Our proposed applications would take place in spring / fall to gain control of the fast spreading weeds and only by licensed applicators required by law.

Thank you for your consideration and thoughtful care of our public parks system.

10. D

City of Belfast

Manda Cushman <managersasst@cityofbelfast.org>

Fwd: Trap Shack roof replacement

Katherine Pickering <harbormaster@cityofbelfast.org> Tue, Oct 13, 2015 at 9:18 AM
To: Manda Cushman <managersasst@cityofbelfast.org>

---------- Forwarded message ----------
From: **Katherine Pickering** <harbormaster@cityofbelfast.org>
Date: Thu, Oct 1, 2015 at 4:39 PM
Subject: Trap Shack roof replacement
To: Joseph Slocum <citymanager@cityofbelfast.org>

Good afternoon Joe,

The asst. harbor master, Howard, and myself noticed a few weeks ago that the roof flashing/drip edge on the front of the trap shack (street side) had been damaged. We're not sure how it happened, but it allows water to now seep in under the roofing. The roofing itself, which is rolled asphalt, is in pretty bad shape and we've patched it numerous time over the years, although as far as we can tell the wood under it still is pretty good. There's a false ceiling inside so we're not able to see the roof timbers, but there aren't any signs of major leaks yet.

We had a local roofer, Boyle's Roofing give us an estimate on replacing the whole roof which would include flashing the chimney and new drip edge. Because it's a relatively flat roof with little pitch, he suggested installing a metal roof right over the asphalt using strapping - which makes sense to Howard and myself. The estimate he gave us was $4,000.00, which I've been told is a very reasonable price for metal roof. The building measures approximately 34' x 36'.

There is money in the Heritage Park Account, or our fuel account could probably cover it. Would you like this to go out to bid, have approval from the Harbor Committee or Council, or get another estimate/opinion?

Thanks Joe,

Kathy

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

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

City of Belfast

Norm Poirier <parksandrec@cityofbelfast.org>

Heritage Park - Belfast, Maine

Melissa Boyd <mboyd@mcht.org> Tue, Oct 13, 2015 at 2:26 PM
To: Norm Poirier <parksandrec@cityofbelfast.org>
Cc: Douglas McMullin <dmcmullin@mcht.org>

Hello Norm,

I know, too fast! The colors are amazing right now, so at least we have that even though summer has past.

As long as the size and design remains the same, a new metal roof is allowed. Please do keep us posted on the changes. I will make a note in the database of the inquiry and potential upcoming changes.

I will also cc Douglas McMullin, who will be guiding a new Regional Steward, Kaleb Jackson, on monitoring this easement and others in the Deer Isle Territory starting next week.

Thank you for being in touch.

Melissa

Melissa Boyd

Stewardship Assistant

Maine Coast Heritage Trust

P.O. Box 669

1034 Main Street

Mount Desert, ME 04660

(207) 244-5100 office

(307) 699-1376 cell

www.mcht.org

Maine Coast Heritage Trust
A Statewide Land Conservation Organization

From: Norm Poirier [mailto:parksandrec@cityofbelfast.org]
Sent: Tuesday, October 13, 2015 2:14 PM
To: Melissa Boyd <mboyd@mcht.org>
Subject: Heritage Park - Belfast, Maine

[Quoted text hidden]

05798

RELEASE DEED WITH CONSERVATION RESTRICTIONS

MAINE COAST HERITAGE TRUST, a non-profit Maine corporation, with offices at Northeast Harbor, Town of Mount Desert, Hancock County, Maine, with a mailing address of P. O. Box 426, Northeast Harbor, Maine 04662 having a place of business located in Northeast Harbor, Maine, for consideration paid, releases to the INHABITANTS OF THE MUNICIPALITY OF BELFAST, a municipal corporation located in Waldo County, Maine, two certain lots or parcels of land, together with any buildings thereon, hereinafter sometimes referred to as the "premises", situated in Belfast, County of Waldo, State of Maine, more particularly bounded and described as follows, to wit:

All in the same premises acquired by the Belfast & Moosehead Lake Railroad Company from the receiver of the Pierce Realty Company, by deed recorded in the Waldo County Registry of Deeds, Book 795, Page 394. Also hereby conveying all right, title and interest of the Belfast & Moosehead Lake Railroad Company in and to any tidal, intertidal, submerged, filled or formerly submerged and now filled lands lying easterly of and adjacent to the herein described premises. Also conveying all riparian rights appurtenant to said premises so conveyed. Also conveying any developmental rights, permits or other interest which the Belfast & Moosehead Lake Railroad Company may have in and to the premises herein conveyed. Also conveying any easements or other rights appurtenant to the herein conveyed premises that the Grantor may have, from whatever nature derived, including but not limited to those contained in a deed from the Belfast & Moosehead Lake Railroad Company to the City of Belfast, dated July 25, 1983, recorded in Waldo County Registry of Deeds, Book 815, Page 331.

Excepting and reserving from the above described premises those premises previously conveyed by the Belfast & Moosehead Lake Railroad Company to the City of Belfast by two certain deeds. The first dated July 25, 1983, recorded in Waldo County Registry of Deeds, Book 815, Page 331; the second deed dated and recorded December 9, 1983, in Waldo County Registry of Deeds, Book 818, Page 571.

Also excepting and reserving to the Belfast & Moosehead Lake Railroad Company, an easement thirty-two (32) feet wide, being sixteen (16) feet on each side of the present center line of the Belfast & Moosehead Lake Railroad tracks, as presently laid out and running through the premises herein conveyed. This easement shall be for the laying, use and maintenance of a single railroad track within the easement area.

Also conveying a small triangular parcel designated "B" on a survey of the "City of Belfast Maine Waterfront Properties (Existing and Proposed)", dated July, 1983, revised December, 1983, as prepared by Reddington R. Robbins, which said triangular parcel was formerly a part of those premises conveyed to the City of Belfast by Jean Evans, by deed recorded in Waldo County Registry of Deeds, Book 818, Page 289, said parcel having been conveyed to the railroad in order to establish a common boundary line as shown on the survey aforementioned between lands then owned by the Belfast & Moosehead Lake Railroad Company and the City of Belfast. The triangular parcel herein referred to and demarcated as "B" is not a four-sided parcel lying on the easterly side of the railroad tracks aforementioned demarcated "parcel B" as shown on the survey. The herein conveyed triangular parcel lies westerly of the Belfast & Moosehead Lake Railroad tracks as presently laid out. See a deed from the City of Belfast to the Belfast & Moosehead Lake Railroad Company, recorded January 15, 1985, in Waldo County Registry of Deeds, Book 836, Page 302.

Meaning and intending to convey and hereby conveying the same premises described in a deed from the Belfast & Moosehead Lake Railroad Company to the City of Belfast, dated February 4, 1985, and recorded February 5, 1985, in the Waldo County Registry of Deeds in Book 839, Page 36. See also deed to be recorded herewith from the City of Belfast to Maine Coast Heritage Trust.

This conveyance is made subject to the following restrictions which shall run with the land in perpetuity and which shall bind the

Grantee, its successors and assigns forever not as conditions to this grant or restraints on alienability but as easements retained by the Grantor, pursuant to the Uniform Conservation Easement Act at Title 33 MRSA Section 476 et seq: that the "premises" be maintained in perpetuity by the City of Belfast as an "open" public park without permanent structures (those structures erected for more than 30 consecutive days of any calendar year) being located thereon (however, seawalls, cribbing, boardwalks, docks, piers, signs, fences, picnic tables and park benches shall not be prohibited); that the creation of permanent or delineated parking spaces shall be limited to no more than 25 vehicles on the "premises", which said parking shall be located, if at all, only on the westerly side of the railroad and with no more then 10 of said spaces easterly of the three buildings located on the "premises", and with the remaining 15 spaces being located immediately adjacent to Front Street which borders the "premises" on the west; that the three buildings presently existing on the premises may be used and maintained until or unless removed but shall not thereafter be rebuilt or relocated on the "premises"; that the structures aforementioned not be used in any manner which would adversely impair or affect the use of the "premises" as a public park; that the Grantee in entering into any lease relative to the structures upon the "premises" include in any such lease terms which would provide for termination of such said lease in the event that the use of the "premises" would in any way adversely affect or impair the use and enjoyment of the public of said "premises". These restrictive covenants may be enforced at law and in equity. The Grantor herein shall have the right to enter upon the "premises" at any time and in any manner which would not adversely affect or impair the use and enjoyment by the public of said "premises", for the purposes of inspection and enforcement of the restrictions herein. The Grantor may assign its rights to enforce the provisions of these covenants. In the event of the occurrence of such an assignment of the Grantor's rights hereunder, such assignment shall be to a qualified holder under the said Uniform Conservation Easement Act, which has as a major or sole purpose for existence the protection and preservation of the environment or open spaces. By execution and delivery of this Instrument and creating these restrictions pursuant to Title 33 MRSA Section 476, et seq., the Grantor agrees to accept the restrictions as the Holder thereof.

IN WITNESS WHEREOF, the said Maine Coast Heritage Trust, has caused its corporate seal to be hereto affixed and by these presents to be signed in its name and behalf by Peter W. Rand, its Vice-President, hereunto duly authorized, as of the third day of July, 1987.

SIGNED, SEALED and DELIVERED as of the third day of July, 1987 in presence of

MAINE COAST HERITAGE TRUST

Witness

by: Peter W. Rand
its Vice-President

STATE OF MAINE
COUNTY OF CUMBERLAND, SS. July 3, 1987.

Then personally appeared the above-named Peter W. Rand, Vice President of said corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me, Jacqueline Iaconeta
Notary Public/~~Attorney at Law~~

JACQUELINE D. IACONETA
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES AUG 31, 1993

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WALDO COUNTY
REGISTER OF DEEDS
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PAGE 139
ATTEST REG.

10.E

Update by the Economic Development Director regarding the City's Broadband Investment Committee

At their meeting of March 17th, the City Council authorized the creation of a 'Broadband Investigation Committee', and appointed members to that committee at their meeting of April 7th. This committee was tasked with looking into the issue of high-speed broadband availability within Belfast further, and to provide future guidance to the City Council. This committee has met on a couple occasions since its inception. The Economic Development Director will provide an update on the work of the committee.

10.G

Pam Chase
General Assistance
City of Belfast
131 Church Street
Belfast, ME 04915
207-338-3370 X 20

October 20, 2015

RE: adopting Maine Muncicipal Association's Model General Assistance Ordinance and Appendices (A-C) for the period of October 1, 2015 – September 30, 2016.

Dear Council Members:

Appendix A

The Overall General Assistance Maximum Allowance has increased as follows:

2014-2015 (Monthly)	2015-2016(Monthly)	# of Persons in household:
$643.00	$649.00	1
$687.00	$737.00	2
$826.00	$873.00	3
$1,027.00	$1,189.00	4
$1,091.00	$1,265.00	5

**allow $69 for each additional person* **allow $75 for each additional person*

Appendix B
Food Maximums

**No change from 2014 - 2015*

Appendix C

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS. Municipalities should ONLY consider adopting the following numbers, if these figures are consistent with local rent values, or no housing maximums should be adopted and the eligibility should be analyzed in terms of the Overall Maximum – Appendix A.

Confirmation has been given from Ian Miller @ DHHS that reimbursement will not change regardless which option is chosen.

*The GA Housing Maximums (Appendix C) are os follows: *no change from 2015 - 2015*

	UNHEATED		***HEATED***	
Bedroom	*Weekly*	*Monthly*	*Weekly*	*Monthly*
0	*$116.00*	*$497.00*	*$136.00 (was $128)*	*$583.00 (was $552)*
1	*$119.00*	*$510.00*	*$144.00 (was $136)*	*$619.00 (was $583)*
2	*$139.00*	*$597.00*	*$174.00 (was $174)*	*$748.00 (was $698)*
3	*$174.00*	*$749.00*	*$217.00*	*$935.00*
4	*$176.00*	*$758.00*	*$230.00*	*987.00*

Appendix D, Utilities, Appendix E, Heating Fuel, Appendix F, Household/Personal Supplies along with Supplement for Households with Children Under 5 are remaining the same.

Thank-you for your consideration in adopting the ordinance and appendices.

Respectfully,

Pam

Pamela Chase

cc: Joe Slocum

GENERAL ASSISTANCE ORDINANCE
APPENDICES A-D
2015-2016

The Municipality of Belfast adopts the MMA Model Ordinance GA Appendices (A-C) for the period of Oct. 1, 2015—September 30, 2016. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month)_____ (year)
by the municipal officers:

(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)

COUNTY	1	2	3	4	5*
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	762	810	960	1,245	1,579
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	695	796	1,009	1,370	1,418

***Note: Add $75 for each additional person.**

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	603	620	747	946	1,036
Franklin County	630	658	780	971	1,382
Hancock County	647	733	933	1,228	1,246
Kennebec County	570	659	843	1,057	1,126
Knox County	736	741	913	1,170	1,298
Lincoln County	666	739	932	1,161	1,245
Oxford County	567	618	758	1,023	1,324
Piscataquis County	578	659	814	1,033	1,105
Somerset County	659	690	821	1,117	1,121
Waldo County	649	737	873	1,189	1,265
2014/2015	643	687	826	1,027	1,091
Washington County	572	629	749	955	1,158

*** Please Note: Add $75 for each additional person.**

2014/2015 : Add $69 for each additional person

2

Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2015, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	45.12	194
2	83.02	357
3	118.84	511
4	150.93	649
5	179.30	771
6	215.12	925
7	237.67	1,022
8	271.86	1,169

Note: For each additional person add $146 per month.

no change
from
10/01/14 to
09/30/15

GA Housing Maximums
(Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. *(See Instruction Memo for further guidance.)*

Non-Metropolitan FMR Areas

Aroostook County	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	108	464	128	550
1	108	464	130	561
2	127	546	158	679
3	164	705	202	868
4	176	758	223	957

Franklin County	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	114	491	134	577
1	114	491	139	599
2	135	579	166	712
3	170	730	208	893
4	257	1,104	303	1,303

Hancock County	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	112	480	136	584
1	124	534	154	663
2	161	691	198	851
3	218	937	263	1,133
4	218	937	264	1,136

Kennebec County	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	94	403	118	507
1	107	460	137	589
2	140	601	177	761
3	178	766	224	962
4	181	778	236	1,016

Non-Metropolitan FMR Areas

Knox County	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	132	569	157	673
1	132	569	157	673
2	156	671	193	831
3	204	879	250	1,075
4	221	950	276	1,188

Lincoln County	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	119	513	141	607
1	126	540	156	669
2	160	690	198	850
3	202	870	248	1,066
4	209	897	264	1,135

Oxford County	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	93	400	117	504
1	101	420	128	549
2	120	516	157	676
3	170	732	216	928
4	227	976	282	1,214

Piscataquis County	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	103	443	115	496
1	115	493	128	552
2	142	613	158	681
3	184	792	202	870
4	192	827	211	906

Somerset County	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	120	517	141	606
1	121	519	147	631
2	143	615	175	753
3	202	869	241	1,038
4	202	869	241	1,038

Non-Metropolitan FMR Areas

Waldo County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	116	497	137	590
1	125	538	155	667
2	147	631	184	791
3	209	898	254	1,094
4	213	917	269	1,155

Washington County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	94	405	118	509
1	100	430	130	559
2	118	507	155	667
3	154	664	200	860
4	188	810	244	1,048

Metropolitan FMR Areas

Bangor HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	107	461	131	565
1	124	535	154	664
2	157	674	194	834
3	198	850	243	1,046
4	227	978	283	1,216

Penobscot County HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	99	427	123	531
1	99	427	127	548
2	114	491	151	651
3	171	734	216	930
4	195	837	250	1,075

Lewiston/Auburn MSA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	89	382	113	486
1	105	451	135	580
2	141	607	178	767
3	181	779	227	975
4	183	788	239	1,026

Metropolitan FMR Areas

Portland HMFA	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	148	636	172	740
1	176	757	206	886
2	218	939	256	1,099
3	296	1,272	341	1,468
4	301	1,293	356	1,531

York/Kittery/S. Berwick HMFA	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	186	798	210	902
1	186	798	210	902
2	233	1,003	270	1,163
3	324	1,393	370	1,589
4	345	1,485	401	1,723

Cumberland County HMFA	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	111	471	134	575
1	133	574	163	703
2	182	783	219	943
3	273	1,175	319	1,371
4	325	1,399	381	1,637

Sagadahoc County HMFA	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	138	603	163	702
1	142	611	172	740
2	167	718	204	878
3	222	954	267	1,150
4	286	1,231	342	1,469

York County HMFA	**Unheated**		**Heated**	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	126	541	148	637
1	139	597	169	726
2	178	767	216	927
3	251	1,079	297	1,275
4	251	1,079	304	1,308

GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2015 to September 30, 2016.**

APPENDIX A - OVERALL MAXIMUMS

County	Persons in Household					
	1	2	3	4	5	6

NOTE: For each additional person add $75 per month.

(The applicable figures from Appendix A, *once adopted,* should be inserted here.)

APPENDIX B - FOOD MAXIMUMS

Number in Household	Weekly Maximum	Monthly Maximum
1	45.12	194
2	83.02	357
3	118.84	511
4	150.93	649
5	179.30	771
6	215.12	925
7	237.67	1,022
8	271.86	1,169

NOTE: For each additional person add $146 per month.

APPENDIX C - HOUSING MAXIMUMS

Number of Bedrooms	Unheated		Heated			
	Weekly	Monthly	Weekly		Monthly	
0	116	497	136	137	583	590
1	125	538	144	155	619	667
2	147	631	174	184	748	791
3	209	898	217	254	935	1,094
4	213	917	230	269	987	1,155

(The applicable figures from Appendix C, *once adopted*, should be inserted here.)

FOR MUNICIPAL USE ONLY

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is ***not automatically*** entitled to the "maximums" established—applicants must demonstrate need.

1) Electricity Maximums for Households *Without* Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses ***excluding*** electric hot water and heat:

Number in Household	Weekly	Monthly
1	$14.00	$60.00
2	$15.70	$67.50
3	$17.45	$75.00
4	$19.70	$86.00
5	$23.10	$99.00
6	$25.00	$107.00

NOTE: For each additional person add $7.50 per month.

2) Electricity Maximums for Households *With Electrically Heated Hot Water*: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses ***excluding*** heat:

Number in Household	Weekly	Monthly
1	$19.10	$86.00
2	$23.75	$102.00
3	$27.70	$119.00
4	$32.25	$139.00
5	$37.30	$160.00
6	$41.00	$176.00

NOTE: For each additional person add $10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

Month	Gallons	Month	Gallons
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

Number in Household	Weekly Amount	Monthly Amount
1-2	$10.50	$45.00
3-4	$11.60	$50.00
5-6	$12.80	$55.00
7-8	$14.00	$60.00

NOTE: For each additional person add $1.25 per week or $5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	$12.80	$55.00
2	$17.40	$75.00
3	$23.30	$100.00
4	$27.90	$120.00

10.H

Request by the Economic Development Director to have the City Council authorize the City Manager to enter into a lease with DG Aviation, LLC, to operate as a commercial enterprise/fixed base operator at Belfast Municipal Airport.

Belfast Municipal Airport has been without a Fixed Base Operator (FBO) since October of 2014 with the departure of Maine Scenic Airways. In an effort to attract one or more FBOs to Belfast Municipal Airport, a Request for Proposals was issued on 5/15/15, with a due date of 6/29/15. 3 proposals were received, which were initially evaluated by a 3-member group consisting of the City Manager, the Economic Development Director/Airport Manager, and a member of the aviation community.

At their meeting of August 4th, the City Council authorized the City Manager to begin negotiations with DG Aviation, LLC, the submitter of the highest-rated proposal. DG Aviation, LLC proposes to operate a business focused on the storage, maintenance, restoration, and construction of general aviation aircraft; they propose to lease City-owned facilities (Low Hangar, T-Hangar) and to use a privately-owned hangar for the operation of this business.

Since that meeting, City staff has been working with representatives of DG Aviation, LLC to develop and refine lease agreements for both the City-owned facilities and the privately-owned hangar, and is now ready for these to be signed, with City Council approval.

SASO OPERATING AND LEASE AGREEMENT

THIS SASO OPERATING AND LEASE AGREEMENT is executed this _____ day of October by and between:

THE CITY OF BELFAST, a municipal corporation, organized and existing under the laws of the State of Maine, and having its principal offices at 131 Church Street, Belfast, Maine 04915 (hereinafter sometimes referred to as "Lessor");

AND

DG AVIATION, LLC, a Maine Limited Liability Company having a mailing address of 78 Edgecomb Road, Belfast, Maine 04915 (hereinafter sometimes referred to as "Lessee")

W I T N E S S E T H:

WHEREAS, the City of Belfast is the owner of an airport commonly known as "Belfast Municipal Airport," located in the City of Belfast, County of Waldo, State of Maine (hereinafter sometimes referred to as the "Airport"); and

WHEREAS, Lessee is qualified to provide services as a Single Aeronautical Service Operator ("SASO") as set forth herein and desires to lease certain real property at the Airport, described in Article I below, for the purpose of operating a SASO concession on the terms provided in this Agreement;

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE I - PREMISES

The Lessor, for and in consideration of the rents to be paid and the obligations to be performed by Lessee as hereinafter provided, does hereby demise and lease unto Lessee, and the Lessee does hereby take and hire, upon and subject to the terms and conditions hereinafter expressed, the Premises in its present physical condition, being described as follows:

A plot of land within the Airport being 51' x 54' and located beneath an existing hangar structure owned by Lessee, said hangar being known as "Hangar 13" and located within the lot shown on the City of Belfast Tax Maps as Map 004, Lot 090.

Together with the right to use, in conjunction with the Owner and other Tenants, any areas and facilities intended for common use, including but not limited to driveways, restrooms and yards.

ARTICLE II - TERM

TO HAVE AND TO HOLD the leased premises unto the Lessee for a term **commencing on October 1, 2015 and terminating on September 30, 2017**.

ARTICLE III - COMPUTATION OF RENTAL

The rent to be paid by Lessee to Lessor during the term of this lease shall be **$130.57 per month,** which may be paid in advance or on a monthly basis.

The rates listed above include do not include utilities, which are addressed in Article XV.

Lessee shall pay all rentals herein required in advance on the first day of each and every month without prior demand therefore, in United States funds, at the address of the Lessor as set forth herein or at such other reasonable places as the Lessor may designate. Late payments shall be subject to an additional interest charge of 15 percent (15%) per month to the date of payment.

ARTICLE IV – USE, OCCUPANCY AND ALTERATIONS TO PREMISES

A. Lessee shall have the right to use, occupy and maintain the premises herein described in a sound, careful, clean, and safe manner for the purposes of operating as a Specialized Aeronautical Service Operator (SASO) for the purposes of storage, maintenance, restoration and construction of general aviation aircraft and storage tools, equipment and supplies reasonably related thereto, and for no other purposes whatsoever without the prior written consent of the Lessor whose consent shall not be unreasonably withheld. There shall be no outdoor storage of any aircraft or materials. Commercial use may be made of the Premises so long as Lessee also remains a lawful lessee of the so-called Low and T-Hangars located at the Airport. In the event such tenancy of the Low and T-Hangars is discontinued, Lessee shall immediately cease commercial use of the Premises or this Lease shall be subject to termination in accordance with Article XIX.

B. Lessee shall not use, occupy or maintain said premises in any manner as to violate any municipal, state, or federal law or regulation, including but not limited to regulations of the Federal Aviation Administration relating to the operation of the Belfast Municipal Airport as a public airport and rules adopted by the City of Belfast or the City Manager related to use of the airport.

C. Lessee shall make a good faith effort to inform its invitees of the rules and regulations of the Belfast Municipal Airport and shall cooperate in every way with the City Manager or his/her designee to ensure that such rules and regulations are obeyed.

D. Lessee shall have no right to make alterations and improvements to the premises (other than to the structure located thereon, which is owned by Lessee) unless prior written approval by the City Manager is granted. Any such alterations, additions or improvements shall not decrease the functional quality or value of the land, and any such work shall be done entirely at the Lessee's own expense and will include returning disrupted surfaces to a serviceable and attractive condition.

E. Lessor shall have at all reasonable times the right, upon reasonable notification to the Lessee, to enter and inspect the premises upon reasonable notice to Lessee, and the right of access

to the leased premises and any related utility systems located on the premises for the purposes of maintenance, repair, correction or inspection.

F. Concession Service Standard. Lessee's concession shall provide high quality services and facilities, as authorized herein, in a good and proper manner to effectively meet the needs of the public and City. The privilege to operate this concession shall exist only so long as the character of Lessee's facilities and services are consistent with such standard.

ARTICLE V – HAZARDOUS WASTE

Lessee hereby covenants and agrees that it shall not, during the term of this lease, permanently place, cause to be placed, deposit or discharge any hazardous waste upon the leased premises, or upon any other portion of the Belfast Municipal Airport, and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor in detecting, evaluating, removing, treating, disposing of or otherwise responding to any hazardous waste placed or deposited in violation of this paragraph. Notwithstanding the above, Lessee may cause hazardous materials to be stored in a fire-safe cabinet designed and marketed for the storage of hazardous materials, so long as said cabinet is compliant with all applicable state or federal laws and regulations.

Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, violate any local, state or Federal regulation, ordinance or statue pertaining to hazardous waste or hazardous material and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor for any such violation.

Such costs shall be deemed to include, without limitation, Lessor's costs of defending any suit filed by any person, entity, agency, or governmental authority; paying any fines imposed in connection with such suit; paying any judgments or otherwise settling any damage claims; complying with any order by a court of competent jurisdiction directing the Lessor to take remedial action with respect to such waste; and of all associated attorney's fees and costs.

For the purposes of this paragraph, the term "hazardous waste" shall be deemed to include every substance now or hereafter designated as a hazardous waste under any provision of State or Federal law. Lessee's obligations under this paragraph, as related to hazardous waste caused by Lessee, shall be deemed to survive the expiration or termination of this Lease.

ARTICLE VI – LIABILITY INSURANCE

The Lessee, during the entire term of this Agreement or any extension thereof, shall maintain liability insurance with the following minimum limits with companies authorized to do business in the State of Maine, and for the protection of the City of Belfast, who shall be named as an additional insured against all claims, losses, costs or expenses arising out of injuries to persons whether or not employed by Lessee or damage to property whether resulting from acts, omissions, negligence or otherwise of the Lessee, its directors, officers, employees and agents and arising from Lessee's use of the premises or any part or portion thereof.

Comprehensive Liability

Bodily Injury / Property Damage
Combined $1,000,000 each occurrence

ARTICLE VII – INDEMNITY

Lessee shall defend, indemnify, and hold Lessor, and its officers, employees and agents completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this agreement and/or the use, occupancy, conduct, or management of the leased premises or the acts or omissions of Lessee's contractors, subcontractors, licensees, or invitees, unless such injury, death, or damage is caused by the negligence of the Lessor. Either party shall give reasonable notice to the other party of any such claims or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations under this Article.

ARTICLE VIII – DAMAGE BY FIRE OR OTHER CASUALTY

Lessor is not required to insure the leased premises against loss by fire or provide the extended coverage usual in such insurance. Lessee shall bear the risk of loss of any building owned by it and located on the Premises. In the event of destruction or damage of buildings owned by Lessee on the leased premises, Lessee shall have the right, but not the obligation to rebuild and repair the building for occupancy.

ARTICLE IX – RULES, REGULATIONS AND LAWS

A. The premises herein leased are located upon the property of the Lessor and commonly known as the Belfast Municipal Airport. Therefore, the Lessee hereby agrees to obey and to cause all invitees, including but not limited to contractors and employees, to obey all municipal ordinances and all municipal, State and Federal rules, regulations, or laws pertaining to the operation of said Airport and Lessee's use and occupancy of the leased premises. Lessee shall comply with all state and federal requirements to carry unemployment and workers compensation insurance in such amounts as are normal and usual in the industry, and shall provide proof of the same to the City on an annual basis, beginning on the date of execution of this agreement. In addition, Lessee shall obey and observe all reasonable orders, rules and regulations of the City Manager not inconsistent with this Lease or with the aforesaid municipal, State and Federal rules, regulations, and laws which are uniform and which apply equally to all tenants, invitees and users of the Airport and their employees.

B. Further, it is understood and agreed that Lessor retains a right for the passage of aircraft ("aircraft" being defined as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace

above the property together with the right to cause in all airspace above the property such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at, or taking-off from, or operating at or on the Airport and Lessee does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against Lessor due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at or taking-off from or operating at or on the Airport. The Lessee specifically agrees to make no claims in any form for damages or reimbursements against the Lessor or against the United States Government for any reason or cause resulting from noise generated from Airport uses.

C. Lessee will not use or permit or suffer the use of the leased property in such a manner as to create electrical interference with radio communication between any installation upon the Airport and aircraft, or as to make it difficult for flyers to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

ARTICLE X – TAXES

It is covenanted and agreed that all taxes, assessments, fees, and charges of any kind whatsoever that may be imposed during the term or any extension of the term of this Lease by any governmental authority upon the leased premises are the responsibility of the Lessee, excluding any arising from Rent proceeds. It is expressly agreed that such taxes and assessments shall include all amounts levied as real estate or other property taxes upon the leased premises by the Lessor acting in its governmental capacity.

Lessee further covenants and agrees to pay when due any and all taxes, assessments, fees, and charges of any kind whatsoever that may be imposed during the term or any extension of the term of this Lease by any governmental authority on Lessee's personal property located on the leased premises.

Lessee further hereby waives any and all rights or privileges of exemption from taxation on the leased premises and on any personal property located therein arising due to public ownership of the leased premises by the City of Belfast; provided, however, nothing herein shall be deemed to prohibit the Lessee from contesting the assessed valuation of such property in the same manner as provided by law under Title 36, Maine Revised Statutes, for other non-exempt properties and taxpayers.

ARTICLE XI – NONDISCRIMINATION

Lessee for itself, its personal representatives, successors in interest and assigns, and as part of the consideration hereof, does hereby covenant and agree that no person or group of persons on account of race, color, age, sex, handicap, or national origin, or in any other manner prohibited by law, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the Lessee's use or occupancy of said leased premises in the construction of all improvements, buildings, structures, on, over or under such land and in the furnishing of services thereon. In the event of breach of the above nondiscrimination covenant, the Lessor shall have the

right, after failure of Lessee to rectify such breach within thirty (30) days after receipt of notice from Lessor, to terminate this Lease; provided, however, that Lessor shall not have the right to terminate the Lease under this Article because of any complaint of discrimination which is pending final resolution or adjudication before any agency or court of the State of Maine or the United States. For avoidance of doubt, Lessee shall not be required to make any modification or improvement to the Premises in order to comply with any ADA rule or other statute or regulation.

ARTICLE XII – COVENANT OF QUIET ENJOYMENT

The Lessee, subject to the terms and provisions of this lease on payment of rent, and observing, keeping and performing all the terms and provisions of the lease to be observed, kept and performed by Lessee, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the leased premises during the term hereof without hindrance or rejection by the Lessor or any other persons.

ARTICLE XIII – LIENS

Lessor shall not cause to be filed any mechanics', materialmen's or other liens against the leased premises, or against any buildings, structures or improvements located thereon, which may arise out of any payment due for labor, services, materials, supplies or equipment which may have been furnished to or for the Lessor.

ARTICLE XIV – MAINTENANCE AND REPAIRS

A. Lessee shall, at its sole expense and cost, throughout the term hereof and any extension, keep and maintain the leased premises in good order and repair as was provided at commencement and in tenantable condition. Lessee shall bear all responsibility for maintenance of any building(s) on the premises which it owns. Lessee will also be responsible for cleaning of the leased premises and rubbish removal.

B. Lessor shall be responsible for maintenance of parking areas, grounds landscaping, and snowplowing, except that Lessee will plow the area in front of the hangar up to one foot from the hangar door.

C. The phrase "reasonable wear and tear" as used in Paragraphs A and B of this Article as an exception to the obligations of the parties shall not be construed to relieve the parties of their responsibility for providing repairs of a routine and regular nature which may from time to time be necessary within their respective areas of responsibility, nor of the obligation to provide maintenance to the leased premises of a nature and degree ordinarily sufficient to prevent damage, breakdown, failures, malfunctions or disrepairs.

ARTICLE XV – UTILITIES

The cost of the following utilities shall be the full responsibility of Lessee and in addition to the monthly lease amount: electricity, fuel oil, natural gas, and water and sewer user fees. Lessee accepts all utility fixtures as they now exist. If the utility service provider is unable to separate

billing for a particular utility from that for Lessor's other properties, Lessor shall be responsible for providing Lessee with an itemized statement of Lessee's reasonable share of the cost, which shall be reimbursed to the City within 14 days of notice or be subject to interest at the rate of 15% per month.

ARTICLE XVI – REMOVAL OF PROPERTY

A. Ownership of permanent improvements to the leased premises which may from time to time be made by Lessee that are affixed to the property and are an integral part of the operating systems of the structure, as opposed to movable personal property, shall automatically vest in the Lessor as a consideration of the lease and rental schedule.

B. Any movable personal property that may be located, erected or installed on the leased premises by Lessee from time to time during the term of this Lease shall remain the property of the Lessee, and, upon termination or expiration of this Lease, Lessee shall have the right and responsibility to remove the same from the leased premises within thirty (30) days of said termination. Any such property not so removed within thirty (30) days from the date of termination shall become the property of the Lessor and be disposed of in such a way as the Lessor may deem fit. The leased premises shall be returned as near as possible to their original condition existing at the commencement of this Lease, damage by accidental fire and casualty and reasonable wear and tear excepted.

C. In the event Lessee shall fail to remove any non-permanent improvements or other personal property within thirty (30) days from the date of termination or final expiration of this Lease, Lessor shall be entitled to recover from the Lessee Lessor's reasonable costs incurred in removing or disposing of such non-permanent improvements or personal property. In such event, there shall be deducted from Lessor's costs the fair value to the Lessor actually realized from sale, use or other disposition of the particular improvements or personal property concerned.

ARTICLE XVII – SURRENDER OF POSSESSION

Subject to the provisions contained in Article XVI, the Lessee shall, upon the termination of this Lease, surrender the quiet and peaceable possession of the leased promises.

ARTICLE XVIII – UNITED STATES RIGHTS

It is understood and agreed that title to the leased premises is in the City of Belfast, provided, however, that the leased premises are a part of the Belfast Municipal Airport and that this lease is specifically made subject to any rights the United States of America or any agency thereof may have under any regulation, law, deed or other existing Agreement in or to the leased premises. Should the United States of America or any agency thereof exercise any such rights in or to said premises, the exercise of such right or rights shall not be considered to be a breach by the City of any covenant or obligation hereunder. If the exercise of such right or rights by the United States of America or any agency thereof makes impractical in Lessee's sole opinion Lessee's intended use of said premises, then Lessee shall have the right, at its sole option, to terminate this Agreement

without further obligation to the Lessor except for such obligations as shall have been incurred and accrued prior to the exercise of said option.

ARTICLE XIX – TERMINATION

It is covenanted and agreed that:

(1) If the Lessee shall neglect or fail to pay the rent or other charges payable hereunder and such default shall continue for a period of ten (10) days after written notice thereof by Lessor; or

(2) If Lessee shall neglect or fail to perform or observe any of the other covenants, terms, provisions, or conditions on its part to be performed or observed, and such neglect or failure shall continue for a period of thirty (30) days after written notice thereof by Lessor or, if such covenants, terms, provisions or conditions cannot be performed or observed within said thirty (30) day period, if Lessee fails to diligently prosecute the curing of such neglect or failure; or

(3) If the estate hereby created shall be taken on execution or by other process of law; or

(4) If any assignment shall be made of the property of the Lessee for the benefit of creditors; or

(5) If a receiver, guardian, conservator, or trustee in bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Lessee's property by a Court of competent jurisdiction; or

(6) If a petition shall be filed for a reorganization of the Lessee or if the Lessee shall file a petition for reorganization or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted;

THEN, IN ANY OF SAID CASES OUTLINED ABOVE (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessee may be considered in default hereunder, and the Lessor lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole, and repossess the same as of the Lessor's former estate, and expel the Lessee and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry, this Lease shall terminate, and the Lessee shall be liable to pay as rent amounts equal to the several installments of rents and other charges reserved as would have become due under this Lease if this Lease had not been terminated, but excluding any unexercised extensions, or if the Lessor had not entered or reentered as aforesaid.

Notwithstanding the foregoing, Lessee's liability shall not exceed the difference, if any, between the rental which would have been due had there been no such termination, and the amount being received by Lessor as rent from any new tenant or occupant of said premises for the period for

which the Lease would have continued had it not been terminated. In order to mitigate Lessee's damage hereunder, Lessor agrees to make every reasonable effort to secure subsequent tenants, at a rental equal to the then prevailing local rate for the leased premises.

ARTICLE XX – ATTORNEY'S FEES

The Lessee shall pay to the Lessor a reasonable attorney's fees in the event the Lessor employs an attorney to collect any rent due hereunder and secures a judgment in connection with collection of said rent, or legal process is levied upon the interest of the Lessee in the Lease or in said premises, or Lessee violates any of the terms, conditions or covenants on the part of the Lessee herein contained, provided also that Lessee shall have failed to promptly correct the violation of any term, condition or covenant after receipt of notice that it is in violation thereof.

ARTICLE XXI – ASSIGNMENT, SALE AND SUBLETTING

The Lessee shall not at any time assign, sell, convey or transfer this Lease or any interest therein, or sublease or sublet or rent the premises or any part thereof, without the prior written consent of the Lessor. In the event of an approved sublease, all provisions of this Lease shall extend to, bind and inure to the benefit of not only the Lessor and Lessee but also their successors and assigns.

Lessee shall have the right to assign this Lease to any corporation with which it becomes merged, consolidated, or otherwise associated, or to any corporation or holding company having the controlling interest in the Lessee, or to any corporation which may be a subsidiary of the Lessee. In no event, however, shall the Lessee named herein be relieved from any obligations under this Lease by virtue of any such assignment or subletting.

ARTICLE XXII – AUTHORITY TO ENTER INTO AGREEMENT

The Lessor hereby represents and warrants that it has taken all necessary procedural and legal steps as required by federal, state, and local laws and regulations for the purposes of authorizing the execution of this agreement and that execution of this agreement by the City of Belfast City Manager renders this agreement a valid and binding document on the part of the Lessor and that the same is fully enforceable in all of its terms and conditions by the Lessee.

ARTICLE XXIII – WAIVER

Failure on the part of the Lessor to complain of any action or non-action on the part of the Lessee, no matter how long the same may continue, shall never be deemed to be a waiver by the Lessor of any of Lessor's rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Lessor shall be construed as a waiver of any other provisions hereunder, and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of Lessor of any action by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval of any subsequent similar act by the Lessee.

ARTICLE XXIV – NOTICES

Notices to the Lessor provided for in this Lease shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid to:

City Manager
City of Belfast
131 Church Street, Belfast, ME 04915

Notices to Lessee are to be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

DG Aviation, LLC
78 Edgecomb Road
Belfast, ME 04915

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

ARTICLE XXV – INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances is hereafter determined to be to any extent invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those to or in which it is held invalid or unenforceable shall not be affected thereby and such term or provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE XXVI – CONSTRUCTION

The headings appearing in the Lease are intended for convenience and reference only, and are not to be considered in construing this Lease.

ARTICLE XXVII – NO PARTNEERSHIP OR JOINT VENTURE CREATED

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

ARTICLE XXVIII – GOVERNING LAW; VENUE

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, and with venue in the Waldo County, Maine District or Superior Court.

ARTICLE XXIX – AMENDMENT TO LEASE

This Lease contains all the terms and conditions between the parties hereto and no alterations, amendments or additions hereto shall be valid unless made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

LESSOR

Date: _____

CITY OF BELFAST

_____
Witness

By: _____
City Manager, Duly Authorized

LESSEE

Date: _____

DG AVIATION, LLC

_____
Witness

By: _____
David Aldrich

INDENTURE OF LEASE

THIS INDENTURE OF LEASE is executed this _____ day of October by and between:

THE CITY OF BELFAST, a municipal corporation, organized and existing under the laws of the State of Maine, and having its principal offices at 131 Church Street, Belfast, Maine 04915 (hereinafter sometimes referred to as "Lessor");

AND

DG AVIATION, LLC, a Maine Limited Liability Company having a mailing address of 78 Edgecomb Road, Belfast, Maine 04915 (hereinafter sometimes referred to as "Lessee")

W I T N E S S E T H:

WHEREAS, the City of Belfast is the owner of an airport commonly known as "Belfast Municipal Airport," located in the City of Belfast, County of Waldo, State of Maine (hereinafter sometimes referred to as the "Airport"); and

WHEREAS, Lessee wishes to lease the so-called Low Hangar and T-Hangar located at the Belfast Municipal Airport for hangar space and uses incidental thereto;

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE I - PREMISES

The Lessor, for and in consideration of the rents to be paid and the obligations to be performed by Lessee as hereinafter provided, does hereby demise and lease unto Lessee, and the Lessee does hereby take and hire, upon and subject to the terms and conditions hereinafter expressed, the following described premises in its present physical condition:

A two-bay hangar building known as the Low Hangar, containing approximately 3,400 square feet and located at the Belfast Municipal Airport, described above.

A single-bay hangar building known as the T-Hangar, containing approximately 682 square feet and located at the Belfast Municipal Airport, described above.

Together with the right to use, in conjunction with the Owner and other Tenants, any areas and facilities intended for common use, including but not limited to driveways, restrooms and yards.

ARTICLE II - TERM

TO HAVE AND TO HOLD the leased premises unto the Lessee for a term **commencing on October 1, 2015 and terminating on September 30, 2018**.

ARTICLE III - COMPUTATION OF RENTAL

The rent to be paid by Lessee to Lessor during the term of this lease shall be **$350 per month,** which may be paid in advance or on a monthly basis.

The rates listed above include do not include utilities, which are addressed in Article XV.

Lessee shall pay all rentals herein required in advance on the first day of each and every month without prior demand therefore, in United States funds, at the address of the Lessor as set forth herein or at such other reasonable places as the Lessor may designate. Late payments shall be subject to an additional interest charge of 15 percent (15%) per month to the date of payment.

ARTICLE IV – USE, OCCUPANCY AND ALTERATIONS TO PREMISES

A. Lessee shall have the right to use, occupy and maintain the premises herein described in a sound, careful, clean, and safe manner for the purposes of storage, maintenance, restoration and construction of general aviation aircraft and storage tools, equipment and supplies reasonably related thereto, and for no other purposes whatsoever without the prior written consent of the Lessor whose consent shall not be unreasonably withheld. There shall be no outdoor storage of any aircraft or materials. Commercial use may be made of the Premises.

B. Lessee shall not use, occupy or maintain said premises in any manner as to violate any municipal, state, or federal law or regulation, including but not limited to regulations of the Federal Aviation Administration relating to the operation of the Belfast Municipal Airport as a public airport and rules adopted by the City of Belfast or the City Manager related to use of the airport.

C. Lessee shall make a good faith effort to inform its invitees of the rules and regulations of the Belfast Municipal Airport and shall cooperate in every way with the City Manager or his/her designee to ensure that such rules and regulations are obeyed.

D. Lessee shall have no right to make alterations and improvements to the premises unless prior written approval by the City Manager is granted. Any such alterations, additions or improvements shall not weaken the structural integrity of the building(s), nor decrease their functional quality or value, and any such work shall be done entirely at the Lessee's own expense and will include returning disrupted surfaces to a serviceable and attractive condition.

E. Lessor shall have at all reasonable times the right, upon reasonable notification to the Lessee, to enter and inspect the premises upon reasonable notice to Lessee, and the right of access to the leased premises and any related utility systems located on the premises for the purposes of maintenance, repair, correction or inspection.

ARTICLE V – HAZARDOUS WASTE

Lessee hereby covenants and agrees that it shall not, during the term of this lease, permanently place, cause to be placed, deposit or discharge any hazardous waste upon the leased

premises, or upon any other portion of the Belfast Municipal Airport, and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor in detecting, evaluating, removing, treating, disposing of or otherwise responding to any hazardous waste placed or deposited in violation of this paragraph.

Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, violate any local, state or Federal regulation, ordinance or statue pertaining to hazardous waste or hazardous material and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor for any such violation.

Such costs shall be deemed to include, without limitation, Lessor's costs of defending any suit filed by any person, entity, agency, or governmental authority; paying any fines imposed in connection with such suit; paying any judgments or otherwise settling any damage claims; complying with any order by a court of competent jurisdiction directing the Lessor to take remedial action with respect to such waste; and of all associated attorney's fees and costs.

For the purposes of this paragraph, the term "hazardous waste" shall be deemed to include every substance now or hereafter designated as a hazardous waste under any provision of State or Federal law. Lessee's obligations under this paragraph, as related to hazardous waste caused by Lessee, shall be deemed to survive the expiration or termination of this Lease.

ARTICLE VI – LIABILITY INSURANCE

The Lessee, during the entire term of this Agreement or any extension thereof, shall maintain liability insurance with the following minimum limits with companies authorized to do business in the State of Maine, and for the protection of the City of Belfast, who shall be named as an additional insured against all claims, losses, costs or expenses arising out of injuries to persons whether or not employed by Lessee or damage to property whether resulting from acts, omissions, negligence or otherwise of the Lessee, its directors, officers, employees and agents and arising from Lessee's use of the premises or any part or portion thereof.

Comprehensive Liability

Bodily Injury / Property Damage
Combined $1,000,000 each occurrence

ARTICLE VII – INDEMNITY

Lessee shall defend, indemnify, and hold Lessor, and its officers, employees and agents completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this agreement and/or the use, occupancy, conduct, or management of the leased premises or the acts or

omissions of Lessee's contractors, subcontractors, licensees, or invitees, unless such injury, death, or damage is caused by the negligence of the Lessor. Either party shall give reasonable notice to the other party of any such claims or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations under this Article.

ARTICLE VIII – DAMAGE BY FIRE OR OTHER CASUALTY

Lessor is not required to insure the leased premises against loss by fire or provide the extended coverage usual in such insurance but in any event, Lessor shall bear the risk of loss of the Premises. In the event of destruction or damage of buildings owned by Lessor on the leased premises, or to any part thereof, and as often as the improvements shall be damaged by fire or other casualty, Lessor shall have the right, but not the obligation to rebuild and repair the building for occupancy. If Lessor elects not to rebuild and repair, it shall so notify Lessee within thirty (30) days or more expeditiously if possible of its decision. In the event the damages are of such extent as to reasonably prevent Lessee from utilizing the leased premises, then Lessee shall have the right to terminate this Lease and shall notify Lessor within the aforementioned time period, and Lessee's obligation to pay rent as herein above provided shall terminate upon receipt of such notice by the Lessor and surrender of the premises by the Lessee.

ARTICLE IX – RULES, REGULATIONS AND LAWS

A. The premises herein leased are located upon the property of the Lessor and commonly known as the Belfast Municipal Airport. Therefore, the Lessee hereby agrees to obey and to cause all invitees, including but not limited to contractors and employees, to obey all municipal ordinances and all municipal, State and Federal rules, regulations, or laws pertaining to the operation of said Airport and Lessee's use and occupancy of the leased premises. Lessee shall comply with all state and federal requirements to carry unemployment and workers compensation insurance in such amounts as are normal and usual in the industry, and shall provide proof of the same to the City on an annual basis, beginning on the date of execution of this agreement. In addition, Lessee shall obey and observe all reasonable orders, rules and regulations of the City Manager not inconsistent with this Lease or with the aforesaid municipal, State and Federal rules, regulations, and laws which are uniform and which apply equally to all tenants, invitees and users of the Airport and their employees.

B. Further, it is understood and agreed that Lessor retains a right for the passage of aircraft ("aircraft" being defined as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the property together with the right to cause in all airspace above the property such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at, or taking-off from, or operating at or on the Airport and Lessee does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against Lessor due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at or taking-off from or operating at or on the Airport. The Lessee specifically agrees to make no claims in any form for damages or reimbursements against the Lessor or against the United States Government for any reason or cause resulting from noise generated from Airport uses.

C. Lessee will not use or permit or suffer the use of the leased property in such a manner as to create electrical interference with radio communication between any installation upon the Airport and aircraft, or as to make it difficult for flyers to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

ARTICLE X – TAXES

It is covenanted and agreed that all taxes, assessments, fees, and charges of any kind whatsoever that may be imposed during the term or any extension of the term of this Lease by any governmental authority upon the leased premises are the responsibility of the Lessee, excluding any arising from Rent proceeds. It is expressly agreed that such taxes and assessments shall include all amounts levied as real estate or other property taxes upon the leased premises by the Lessor acting in its governmental capacity.

Lessee further covenants and agrees to pay when due any and all taxes, assessments, fees, and charges of any kind whatsoever that may be imposed during the term or any extension of the term of this Lease by any governmental authority on Lessee's personal property located on the leased premises.

Lessee further hereby waives any and all rights or privileges of exemption from taxation on the leased premises and on any personal property located therein arising due to public ownership of the leased premises by the City of Belfast; provided, however, nothing herein shall be deemed to prohibit the Lessee from contesting the assessed valuation of such property in the same manner as provided by law under Title 36, Maine Revised Statutes, for other non-exempt properties and taxpayers.

ARTICLE XI – NONDISCRIMINATION

Lessee for itself, its personal representatives, successors in interest and assigns, and as part of the consideration hereof, does hereby covenant and agree that no person or group of persons on account of race, color, age, sex, handicap, or national origin, or in any other manner prohibited by law, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the Lessee's use or occupancy of said leased premises in the construction of all improvements, buildings, structures, on, over or under such land and in the furnishing of services thereon. In the event of breach of the above nondiscrimination covenant, the Lessor shall have the right, after failure of Lessee to rectify such breach within thirty (30) days after receipt of notice from Lessor, to terminate this Lease; provided, however, that Lessor shall not have the right to terminate the Lease under this Article because of any complaint of discrimination which is pending final resolution or adjudication before any agency or court of the State of Maine or the United States. For avoidance of doubt, Lessee shall not be required to make any modification or improvement to the Premises in order to comply with any ADA rule or other statute or regulation.

ARTICLE XII – COVENANT OF QUIET ENJOYMENT

The Lessee, subject to the terms and provisions of this lease on payment of rent, and observing, keeping and performing all the terms and provisions of the lease to be observed, kept and performed by Lessee, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the leased premises during the term hereof without hindrance or rejection by the Lessor or any other persons.

ARTICLE XIII – LIENS

Lessor shall not cause to be filed any mechanics', materialmen's or other liens against the leased premises, or against any buildings, structures or improvements located thereon, which may arise out of any payment due for labor, services, materials, supplies or equipment which may have been furnished to or for the Lessor.

ARTICLE XIV – MAINTENANCE AND REPAIRS

A. Lessee shall, at its sole expense and cost, throughout the term hereof and any extension, keep and maintain the following in the leased premises in good order and repair as was provided at commencement and in tenantable condition, damage by accidental fire and casualty and reasonable wear and tear as defined in this Article excepted: all fixtures, including electrical, doors, windows, floors and floor coverings; ceilings; floors; non-structural walls; and interior paint surfaces,. Lessee shall not be responsible for repair of electrical or plumbing fixtures or any other fixtures located inside walls or ceilings or under the floor or foundation. Lessee will also be responsible for cleaning of the leased premises and rubbish removal.

B. Lessor shall, at its sole expense and cost, throughout the term hereof and any extension, keep and maintain the following in the leased premises in good order and repair and in tenantable condition, damage by accidental fire and casualty and reasonable wear and tear as defined in this Article excepted: the buildings' major structural components, including the roof, structural walls, and foundation; operating systems including heating, plumbing, and electrical systems except fixtures; and exterior paint surfaces. Lessor will also be responsible for maintenance of parking areas, grounds landscaping, and snowplowing, except that Lessee will plow the area in front of the hangar up to four feet from the hangar door.

C. The phrase "reasonable wear and tear" as used in Paragraphs A and B of this Article as an exception to the obligations of the parties shall not be construed to relieve the parties of their responsibility for providing repairs of a routine and regular nature which may from time to time be necessary within their respective areas of responsibility, nor of the obligation to provide maintenance to the leased premises of a nature and degree ordinarily sufficient to prevent damage, breakdown, failures, malfunctions or disrepairs.

ARTICLE XV – UTILITIES

The cost of the following utilities shall be the full responsibility of Lessee and in addition to the monthly lease amount: electricity, fuel oil, natural gas, and water and sewer user fees. Lessee

accepts all utility fixtures as they now exist. If the utility service provider is unable to separate billing for a particular utility from that for Lessor's other properties, Lessor shall be responsible for providing Lessee with an itemized statement of Lessee's reasonable share of the cost, which shall be reimbursed to the City within 14 days of notice or be subject to interest at the rate of 15% per month.

ARTICLE XVI – REMOVAL OF PROPERTY

A. Ownership of permanent improvements to the leased premises which may from time to time be made by Lessee that are affixed to the property and are an integral part of the operating systems of the structure, as opposed to movable personal property, shall automatically vest in the Lessor as a consideration of the lease and rental schedule.

B. Any movable personal property that may be located, erected or installed on the leased premises by Lessee from time to time during the term of this Lease shall remain the property of the Lessee, and, upon termination or expiration of this Lease, Lessee shall have the right and responsibility to remove the same from the leased premises within thirty (30) days of said termination. Any such property not so removed within thirty (30) days from the date of termination shall become the property of the Lessor and be disposed of in such a way as the Lessor may deem fit. The leased premises shall be returned as near as possible to their original condition existing at the commencement of this Lease, damage by accidental fire and casualty and reasonable wear and tear excepted.

C. In the event Lessee shall fail to remove any non-permanent improvements or other personal property within thirty (30) days from the date of termination or final expiration of this Lease, Lessor shall be entitled to recover from the Lessee Lessor's reasonable costs incurred in removing or disposing of such non-permanent improvements or personal property. In such event, there shall be deducted from Lessor's costs the fair value to the Lessor actually realized from sale, use or other disposition of the particular improvements or personal property concerned.

ARTICLE XVII – SURRENDER OF POSSESSION

Subject to the provisions contained in Article XVI, the Lessee shall, upon the termination of this Lease, surrender the quiet and peaceable possession of the leased promises.

ARTICLE XVIII – UNITED STATES RIGHTS

It is understood and agreed that title to the leased premises is in the City of Belfast, provided, however, that the leased premises are a part of the Belfast Municipal Airport and that this lease is specifically made subject to any rights the United States of America or any agency thereof may have under any regulation, law, deed or other existing Agreement in or to the leased premises. Should the United States of America or any agency thereof exercise any such rights in or to said premises, the exercise of such right or rights shall not be considered to be a breach by the City of any covenant or obligation hereunder. If the exercise of such right or rights by the United States of America or any agency thereof makes impractical in Lessee's sole opinion Lessee's intended use of said premises, then Lessee shall have the right, at its sole option, to terminate this Agreement

without further obligation to the Lessor except for such obligations as shall have been incurred and accrued prior to the exercise of said option.

ARTICLE XIX – TERMINATION

It is covenanted and agreed that:

(1) If the Lessee shall neglect or fail to pay the rent or other charges payable hereunder and such default shall continue for a period of ten (10) days after written notice thereof by Lessor; or

(2) If Lessee shall neglect or fail to perform or observe any of the other covenants, terms, provisions, or conditions on its part to be performed or observed, and such neglect or failure shall continue for a period of thirty (30) days after written notice thereof by Lessor or, if such covenants, terms, provisions or conditions cannot be performed or observed within said thirty (30) day period, if Lessee fails to diligently prosecute the curing of such neglect or failure; or

(3) If the estate hereby created shall be taken on execution or by other process of law; or

(4) If any assignment shall be made of the property of the Lessee for the benefit of creditors; or

(5) If a receiver, guardian, conservator, or trustee in bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Lessee's property by a Court of competent jurisdiction; or

(6) If a petition shall be filed for a reorganization of the Lessee or if the Lessee shall file a petition for reorganization or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted;

THEN, IN ANY OF SAID CASES OUTLINED ABOVE (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessee may be considered in default hereunder, and the Lessor lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole, and repossess the same as of the Lessor's former estate, and expel the Lessee and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry, this Lease shall terminate, and the Lessee shall be liable to pay as rent amounts equal to the several installments of rents and other charges reserved as would have become due under this Lease if this Lease had not been terminated, but excluding any unexercised extensions, or if the Lessor had not entered or reentered as aforesaid.

Notwithstanding the foregoing, Lessee's liability shall not exceed the difference, if any, between the rental which would have been due had there been no such termination, and the amount being received by Lessor as rent from any new tenant or occupant of said premises for the period for

which the Lease would have continued had it not been terminated. In order to mitigate Lessee's damage hereunder, Lessor agrees to make every reasonable effort to secure subsequent tenants, at a rental equal to the then prevailing local rate for the leased premises.

ARTICLE XX – ATTORNEY'S FEES

The Lessee shall pay to the Lessor reasonable attorney's fees in the event the Lessor employs an attorney to collect any rent due hereunder and secures a judgment in connection with collection of said rent, or legal process is levied upon the interest of the Lessee in the Lease or in said premises, or Lessee violates any of the terms, conditions or covenants on the part of the Lessee herein contained, provided also that Lessee shall have failed to promptly correct the violation of any term, condition or covenant after receipt of notice that it is in violation thereof.

ARTICLE XXI – ASSIGNMENT, SALE AND SUBLETTING

The Lessee shall not at any time assign, sell, convey or transfer this Lease or any interest therein, or sublease or sublet or rent the premises or any part thereof, without the prior written consent of the Lessor. This Agreement as executed authorizes Lessee to sublease the Low Hangar; however, any sublease of the T Hangar is subject to approval by Lessor as provided herein. In the event of an approved sublease, all provisions of this Lease shall extend to, bind and inure to the benefit of not only the Lessor and Lessee but also their successors and assigns.

Lessee shall have the right to assign this Lease to any corporation with which it becomes merged, consolidated, or otherwise associated, or to any corporation or holding company having the controlling interest in the Lessee, or to any corporation which may be a subsidiary of the Lessee. In no event, however, shall the Lessee named herein be relieved from any obligations under this Lease by virtue of any such assignment or subletting.

ARTICLE XXII – AUTHORITY TO ENTER INTO AGREEMENT

The Lessor hereby represents and warrants that it has taken all necessary procedural and legal steps as required by federal, state, and local laws and regulations for the purposes of authorizing the execution of this agreement and that execution of this agreement by the City of Belfast City Manager renders this agreement a valid and binding document on the part of the Lessor and that the same is fully enforceable in all of its terms and conditions by the Lessee.

ARTICLE XXIII – WAIVER

Failure on the part of the Lessor to complain of any action or non-action on the part of the Lessee, no matter how long the same may continue, shall never be deemed to be a waiver by the Lessor of any of Lessor's rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Lessor shall be construed as a waiver of any other provisions hereunder, and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of Lessor of any action by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval of any subsequent similar act by the Lessee.

ARTICLE XXIV – NOTICES

Notices to the Lessor provided for in this Lease shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid to:

City Manager
City of Belfast
131 Church Street, Belfast, ME 04915

Notices to Lessee are to be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

DG Aviation, LLC
78 Edgecomb Road
Belfast, ME 04915

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

ARTICLE XXV – INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances is hereafter determined to be to any extent invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those to or in which it is held invalid or unenforceable shall not be affected thereby and such term or provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE XXVI – CONSTRUCTION

The headings appearing in the Lease are intended for convenience and reference only, and are not to be considered in construing this Lease.

ARTICLE XXVII – NO PARTNEERSHIP OR JOINT VENTURE CREATED

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

ARTICLE XXVIII – GOVERNING LAW; VENUE

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, and with venue in the Waldo County, Maine District or Superior Court.

ARTICLE XXIX – AMENDMENT TO LEASE

This Lease contains all the terms and conditions between the parties hereto and no alterations, amendments or additions hereto shall be valid unless made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

LESSOR

Date: _____

CITY OF BELFAST

_____
Witness

By: _____
City Manager, Duly Authorized

LESSEE

Date: _____

DG AVIATION, LLC

_____
Witness

By: _____
David Aldrich

AGENDA TOPIC 10.

TO: Mayor & City Council

FROM: Wayne Marshall, City Planner

DATE: October 16, 2015

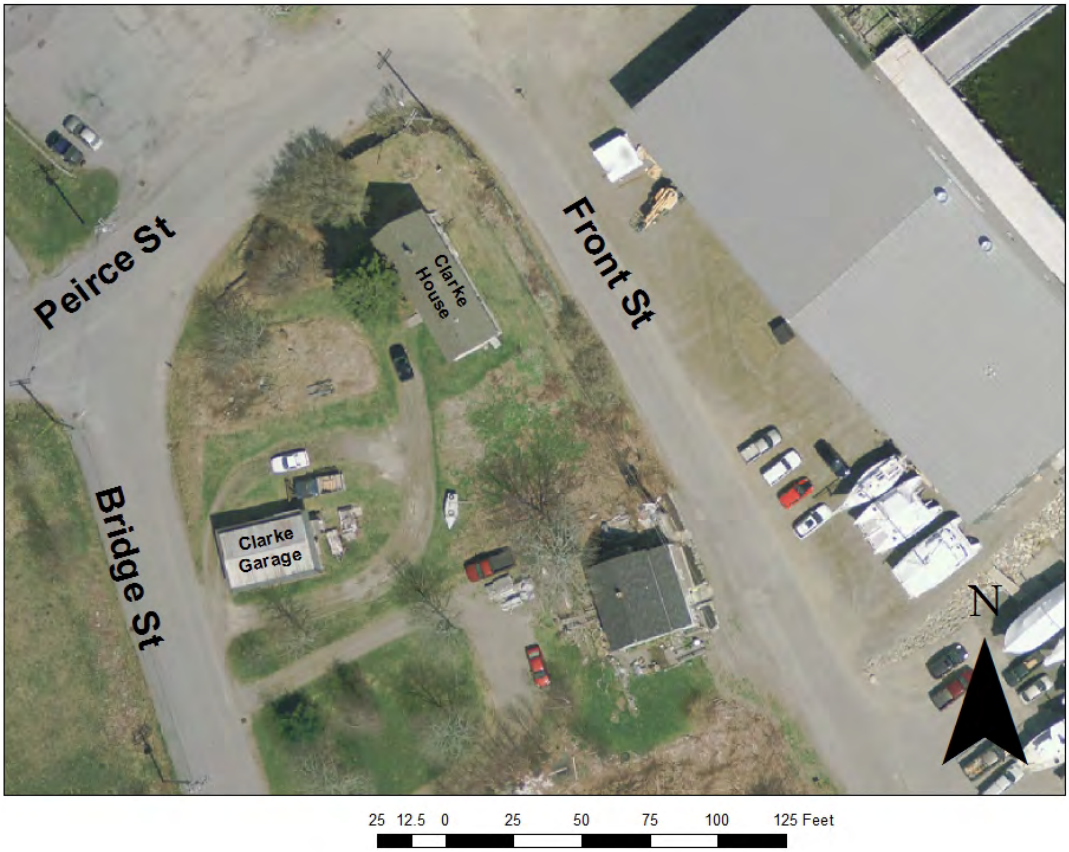
RE: Disposition of House and Garage on City Property Purchased from Dan Clarke and Judy Kaber

The City, as authorized by the Council, has purchased the property formerly owned by Dan Clarke and Judy Kaber at the corner of Bridge, Peirce and Front Streets to help make improvements to Front Street - Peirce Street intersection and to construct additional parking. This work is part of the Front Street Reconstruction project. Olver Associates, City Engineer, and City staff met with the Council at your recent October 13 Work Session to discuss the project. I, however, errantly did not ask for direction from the Council on an outstanding concern, and I am now returning to you for your guidance and potential action.

There are two buildings on the former Clarke/Kaber property; a house and a building next to Bridge Street which they used as a garage. Both the house and garage need to be removed for the City to construct future improvements. The City could simply hire a contractor to demolish one or both buildings, however, several persons have contacted me and expressed interest in moving the garage to their property, and one person has expressed potential interest in moving at least a portion of the house. In response to this 'reuse' interest, I would like to know which of the two approaches the Council would like to use.

Option #1. Do an open bid solicitation for 3 weeks for each of the structures (separate bids) in which interested parties would identify their interest in moving the structures. Bids could be advertised on the City website from October 22 until November 12, 2015, which would allow the Council time to consider and award the bid (if any) at your meeting of November 17. I would suggest requiring that the buildings be moved no later than April 1, 2016. The main purpose of this approach would be to allow the potential reuse of one or both structures, and to decrease the City's costs in removing the buildings. The City recently used a similar approach to solicit interest in moving the Maskers Theater building, even though it was fairly evident that the size and condition of this building would involve significant costs in moving such.

Option #2. If the Council does not want to pursue Option #1, I would request the authority to solicit bids to demolish both buildings. Also, if the Council chooses Option #1, but the City does not receive bids it wants to accept to move one or both buildings, we would then need to use the bid process for the demolition work. I also note that I would prefer to use a separate bid process for the demolition and to not make the demolition part of the overall bid that the City will be issuing for the Front Street Reconstruction project.

Lastly, the City did use the services of Ransom Consulting to conduct a hazardous materials inspection of both buildings. There is a relatively small amount of flooring tile in the house which contains asbestos. If the City demolishes the house, we will need to hire a certified contractor to properly remove and dispose of the floor tiles. If someone moves the house, they can decide if they want to remove or cover over the floor tiles.

59 Bridge Street House