



# CITY OF BELFAST

131 Church Street  
Belfast, Maine 04915

**Joseph J. Slocum**  
City Manager

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## MANAGER'S REPORT

Belfast City Council Meeting  
Tuesday, January 5, 2016  
7:00 p.m.

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

**FROM:** Joseph J. Slocum, City Manager

**DATE:** Thursday, December 31, 2015

### Agenda Items:

**10-A** Reconsideration of the bid award for a tax acquired mobile home.

The City foreclosed on a mobile home that was located on Robbins Road. The home was located on a piece of land that belongs to somebody else so the foreclosure did not extend to the underlying land. At the last meeting we opened the two bids we received on this mobile home. The high bidder at that time offered \$10,000 but had mistakenly assumed that the land underneath the mobile home came with it, even though our advertisement of sale made it quite clear that it did not. Once they realized it was only the mobile home that the City was selling, they asked to withdraw their bid. The second bidder knew and understood that the home did not come with the land and is prepared to move the mobile home from the property at their own expense. This was a simple mistake. We ask that you reverse your authorization to sell the mobile home to Jenifer Wenz and replace that decision with authorization to sell the home to Shaina Brown for \$1,500.

**10-B** Request to carry forward some budgeted funds from fiscal year 2014 – 2015 and place them into fiscal year 2015 – 2016.

Every year we ask to carry forward a small number of budget lines from the last fiscal year which ends on June 30<sup>th</sup> into the new fiscal year which starts the next day on July 1<sup>st</sup>. We ask to let them be added to that same account in the current/following fiscal year.

The most common “carry forwards” involve monies unspent for Sidewalk Maintenance Account (420-573) or Road Construction Account (450-577). There is never enough money for these items and anything that is not spent is accumulated to be spent in future years. For example we saved our annual budgetary allotment for sidewalks (\$25,000) for a couple of years so that we would have enough money to do the Waldo Avenue sidewalk this past fall (\$81,000).

Engineering and Professional Services is another at budget line (680-604). We budget \$10,000 a year for this and some years we use more and some years we use less. It is impossible to anticipate how much we will really need as we don't always have 12 months advance notice of all the items that will require engineering or professional consultations.

This year we are asking to carry forward \$1,610 from Finance: Miscellaneous Expense Account (110-505). This pays for advertising the budget in the newspaper. Because we finished the budget in July which is the start of the new fiscal year we need to carry forward the money we had planned on spending to advertise that budget in June as we usually do.

Our request to carry forward \$8,500 from Assessing Wages Account (120-501), is a one- time request. We need to move salary training money for the Department from last fiscal year into this new fiscal year.

As many will recall, we lost our Assessor before last fiscal year. We also lost our Assistant Assessor in September of last year. We budgeted to use the Department's normal salary and wage lines to hire the part time services of a private assessing company who was also supposed to help train the new Assessor and the new Assistant to the Assessor in the last fiscal year.

Unfortunately the private assessing company became less available in last fiscal year than we had planned which forced us to hire replacement training that needed to go well into the current new fiscal year.

The Assessing Department's Budget for Salary and Wages (120-501) for last fiscal year (which ended on June 30, 2015) was \$100,179. Because we had part time help for a portion of the year and because the training went past July 1, 2015 into this new fiscal year, we had \$39,039 left unspent. We would like to move \$8,500 of this money into the new budget year to cover the additional training we need this year to replace the training opportunities we lost last year. The effect of this transaction is that we saved more than \$30,000 over the two fiscal years because we cobbled together an Assessing Office and will finish providing the City with a solid and well trained Assessing Office that will benefit everyone for many years to come.

#### **10-C Request to cancel a Property Lien.**

We had a small lien (less than \$100) on a mobile home. It is gone and may have been destroyed. We have no idea where it is and the amount owed would not justify a legal attempt to find and place our lien upon it. There is a note from Rickie LeSan, City Treasurer, attached in your packet with the details.

#### **10-D Request from the Fire Chief to waive the formal bid process to acquire a new ambulance that will retrofit an existing ambulance body onto a completely new engine and chassis.**

Presently we have three ambulances in operation. They have 174,377, 73,611, and 27,733 respective miles upon them. We also have a fourth one, even older, that is decommissioned but with a very good utility box that could still be used. Six years ago when we replaced a new ambulance, we traded the old one in and bought a completely new unit. These transactions generally cost the City about \$130-150,000 each. A couple of years ago the Fire Chief identified a company that sold new ambulance vehicles with retrofitted used ambulance boxes on the back. The Council agreed that we could buy one and it worked out so well that we eventually bought two. These new vehicles with the retrofitted bodies cost less than \$100,000 each.

We now have a new twist where we ourselves currently own a good box on a bad ambulance and we would like to get permission to take our good box and hire a company to connect it to a new vehicle for us. We have selected a Ford over a Chevy and saved money while being confident of quality. Both quotes are attached in your packet. One might think that a box is a box but in truth some of them are designed better than others and the one we own has proved to be very good to work with. There are not many that do this and the Chief has an opportunity to go to a regional dealer where he feels he can get quicker service to get this work done for less than \$100,000.

Normally we put out to public bid anything we buy in excess of \$4,000. The Chief is asking for permission to sole source this purchase so that we can get the continuing benefit of our own good box and have a dealer closer to put the vehicle back in service sooner if need be.

**10-E** Request from the Librarian for permission to refill a 20 hour per week Library Assistant position.

The Librarian received a written resignation from one of the part-time Library Assistants. This is a 20 hour week position and he is asked for permission to refill the open position.

**10-F** Update on proposed changes to the Cemetery Ordinance.

The Cemetery Trustees has made some recommendations to change the Ordinances that impact the operation of our Cemeteries. They've asked to increase the number of trustees from 3 to 5 voting members with an additional alternate to serve if one of the voting members is absent. They also were looking to update their role as one that makes recommendations to the Council on all matters dealing with the Cemeteries. For example the Ordinance calls for the Trustees to appoint a Superintendent every year. The Cemetery has not operated that way in 30 years and they suggest replacement language which calls for making a recommendation on a Cemetery Superintendent whenever there is a vacancy. These changes are not urgent. Council member John Arrison and I are scheduled to meet with the Cemetery Trustees on Monday January 4<sup>th</sup> to better understand their thinking and to fine tune the language of the proposed changes to make them clearer. We will report to the Council on Tuesday night but we will not be asking for action on this matter until at least another meeting.

**10-G** Request from Maurice and Esther Darres to extend a private road and private utilities in the Court Street right-of-way.

The physical construction of Court Street stops approximately 250 feet from Salmond Street. The City owns these 250 feet and could, if it wanted to, build a road in this right-of-way and include storm drains, sidewalks, water and wastewater lines etc. The City has never elected to do this. Mr. and Mrs. Darres own a home which fronts on Salmond Street and has the City's undeveloped right-of-way run along its easterly boundary. They are asking for permission to have use of the public right-of-way to build themselves a driveway and install utilities to reach a rear lot on their property where they hope to build another residence.

The City has previously granted similar permission to two of their neighbors in 2003 and again in 2005. At this writing I do not know if the neighbors along the City's right-of-way have raised any concerns.

There is a memo in your packet from City Planner Wayne Marshall providing further information on this request. He will be at the meeting to answer any questions you may have.

**10-H** Follow-up on the request of East Coast Greenway Alliance to place signs on the Harbor Walk and the Armistice Bridge to designate that they are part of the East Coast Greenway Trail.

This is the organization that's attempting to create an Eastern Greenway Trail from Florida to Maine. They have identified the Belfast Harbor Walk and apparently also the Armistice Bridge as places they would like to designate to become a section of this trail. They are looking to have two signs put up one at the beginning and one at the end. There is additional information attached in your packet and we will have additional updates on any cost associated with this proposal at the meeting.

**10-I** Update on consideration of new rental fees for nonprofit entities who wish to rent the Boathouse.

We are trying to find a fair way to provide a reduced rental fee opportunity for these nonprofits. One of our challenges has to do with the cleanup after their events. Nonprofits because of their tight budgets work hard to minimize their expense and thereby often try to do the cleanup themselves. We have rules on cleanup requirements and they are attached to your packet. Our experience suggests that many of these nonprofits do not actually clean the toilets etc. requiring staff to use other resources or monies so that the facility is clean and fresh for the next user.

Counselor Mary Mortier and I are working on submitting a proposal to the Council. We are both working on last-minute issues related to the New Year's By the Bay Celebration and we may have a recommendation to you by the time of your meeting on Tuesday.

**10-J** Renewal of 5 year agreement with Soil Preparation for the disposal of sludge.  
(\*Postponed until January 19, 2016 Council Meeting)

The Wastewater Treatment infrastructure serves the wastewater needs of the City. Much of that process is biological where the waste actually cleans itself. One of the byproducts is sludge. We have done business with Soil Preparation for many years and have been very pleased with their service. The sludge is further treated and then land spread so it returns nutrients safely back into the environment. Because this is a five-year contract, it is possible for an elected official to serve two terms without ever realizing this arrangement exists. I felt that it was important to bring it forward and seek your approval for renewal of the agreement for the next five years. Jon Carmen, our Superintendent of the Wastewater Facility is fully supportive of this renewal and points out that other facilities simply landfill the waste.

**10-K** Request to go into Executive Session to discuss a Real Estate matter pursuant to 1 M.R.S.A. 405 (6) C.

**10-L** Request to go into Executive Session to discuss a Real Estate matter pursuant to 1 M.R.S.A. 405 (6) C.

**10-M** Request to go into Executive Session to discuss a Poverty Abatement matter pursuant to 38 M.R.S.A 841 (2) E.

### **10-N Signing of Council Orders**

That's about it for now; hard to believe it's New Year's Eve. My internal clock is still stuck somewhere in last July, trying to get things done before the snow arrived. Different people measure their year from different places and I think that's a good thing. I measure mine from my birthday in September. This year I spent it sleeping in an airport because my flight was canceled while I was trying to get to a conference that would hopefully help me to become a better City Manager. I did get to the conference and it has been with me every day since. It called upon me to look at myself and also at the larger Belfast horizon, searching for connective statements that would concisely summarize our bounty, our challenges and our capabilities. It left me wanting to mark our year with some kind of gathered wisdom, fermented by experience, seasoned by some trial and error. It challenged me to think about my mistakes and what I have or should have learned from them.

While that search for deeper truths continues, it has been repeatedly interrupted by the impression that for all our newness, all our progress and our efforts, our world continues to sustain certain patterns. While many of them are difficult, the majority of them generate hope, productivity and peace. Yes, bad, tragic and even terrible things happen. But, don't good people still make really great communities? Don't opportunities to make a difference to one or more present themselves every day? Isn't it true that learning never really ends? Thinking things through, communicating with others about difficult issues, that's still a very good strategy right? Sharing still works, right? Doesn't trying something with both heart and fear still add to some kind of growth?

"Finding a way" seems to be our continued theme and we only have to look back a little way to see how over and over again- our predecessors did just that? Maybe it's more important to work on the answers than to worry about them.

Happy New Year Belfast. Thank you for everything you did this last year to make your community special. Resolve to continue to be one of our constructive and positive patterns. Looking out for one another, be safe and as always – remember to shop local.

**City of Belfast  
Consent Agenda  
Tuesday, January 5, 2016  
Meeting #13**

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 application by Michael Casby d/b/a Trillium Events, Inc. located at 31 Pendleton Street, Belfast, Maine for a renewal Malt, Spirituous and vinous qualified caterer liquor license.**

Motion to approve a request of the application by Michael Casby d/b/a Trillium Events, Inc. located at 31 Pendleton Street, Belfast, Maine for a renewal Malt, Spirituous and vinous qualified caterer liquor license.

- B. Request to approve the application by Capital Pizza Huts, Inc. d/b/a Pizza Hut located at 15 Belmont Avenue, Belfast, Maine for a renewal Malt Restaurant liquor license, interior only.**

Motion to approve the application by Capital Pizza Huts, Inc. d/b/a Pizza Hut located at 15 Belmont Avenue, Belfast, Maine for a renewal Malt Restaurant liquor license, interior only.

- C. Request to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a holiday social/fundraiser event located at the Belfast American Legion, 143 High Street, Belfast Maine on December 26, 2015 from 6:00 p.m. to 12:00 a.m.**

Motion to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a holiday social/fundraiser event located at the Belfast American Legion, 143 High Street, Belfast Maine on December 26, 2015 from 6:00 p.m. to 12:00 a.m.

- D. Request to approve a Facility Use application by Cold Comfort Theater for use of Park on Main on July 4, 2016 from 11:00 a.m. to 1:30 p.m. for the "Songs of America" performance.**

Motion to approve a Facility Use application by Cold Comfort Theater for use of Park on Main on July 4, 2016 from 11:00 a.m. to 1:30 p.m. for the “Songs of America” performance.

- E. Request to approve a Facility Use application by Cold Comfort Theater for use of Steamboat Landing Park from July 6 – 10, 2016 from 5:30 p.m. to 9:30 p.m. for musical performances.**

Motion to approve a Facility Use application by Cold Comfort Theater for use of Steamboat Landing Park from July 6 – 10, 2016 from 5:30 p.m. to 9:30 p.m. for musical performances.

- F. Request to approve a Facility Use application by The Belfast Maskers for use of Steamboat Landing Park on July 28 – 31, 2016 at 7:00 p.m. for the “Addams Family Musical” performances.**

Motion to approve a Facility Use application by The Belfast Maskers for use of Steamboat Landing Park on July 28 – 31, 2016 at 7:00 p.m. for the “Addams Family Musical” performances.

9.D

**MEMORANDUM**

December 29, 2015

To: Joseph Slocum, Belfast City Manager  
Honorable Mayor Ash and Belfast City Council  
From: Norman Poirier, Belfast Parks and Recreation Department  
Re: Facility Use Request – Cold Comfort Theater July 4<sup>th</sup> Performance

A Facility Use Request has been submitted by Cold Comfort Theater for use of “Park on Main” on July 4, 2016 in order to provide the community with the “Songs of America” performance. The Park on Main will be reserved for the performance from 11:00 a.m. – 1:30 p.m. for the hour long show. Cold Comfort Theater is requesting the assistance of Parks and Recreation with the set-up of a 12’ x 12’ stage and possible use of the sound system. This is a collaborative celebration of America’s birthday between the Theater Company and the Parks and Recreation Department.

The Belfast Parks and Recreation Department does not foresee any issues with this request as this has been allowed in past years’ and has had over 150 people in attendance. This request was reviewed and approved by the Parks and Recreation Commission at the December 10, 2015 meeting.



**Request to use Facilities that  
Belong to the Citizens of the City of Belfast  
Updated February 5, 2015**

**All applications and related documents bring to the Parks and Recreation Office at City Hall. 338-3370 Ext 27. The City Manager's Office will act as a backup.**

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public. Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity. Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request.

If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1. State your name, phone number, e-mail address and identify whom you represent?  
Anne Ames, 505-0199, cold comfort theatre, Cold Comfort Theatre

If you are not going to be the primary contact for this event – then who is and please provide their full name, phone number and email address:

N/A

2. Describe in detail the nature of this event (What are you planning on?):

4th of July hour long performance of Patriotic Songs and "Songs of America" in conjunction with City of Belfast Parks & Rec.

3. What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific.

Park on Main

4. What **dates and times** do you wish to have this event?

July 4, 2016 11am - 1:30pm

5. Are you asking to close off any City Streets? (Which ones, what dates, for how long a period of time each day?)

no

If yes then who will manage these closed off Streets? n/a

6. Are you asking the City for anything other than use of the facilities you have described above?

no

7. How many people do you expect?

200

8. Will you be selling things at this event? What and by who if not you?

cookies, water

9. Will any alcohol be served or consumed at this event? (If yes provide details)

Where? - Attach MAP no

By Whom: Name and Phone contact number:

\_\_\_\_\_  
\_\_\_\_\_

10. Does this event call for any type of open fire - including for cooking purposes? (If so describe what fire safety measures you plan on employing associated with this potential hazard?)

no  
\_\_\_\_\_  
\_\_\_\_\_

11. Will you be renting spaces to vendors on City Property? Yes \_\_\_\_\_ ~~No~~ \_\_\_\_\_

If yes where do you propose they set up? (MAP Location) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

12. Describe what type of vendor and the charges you propose to assess against them.

n/a  
\_\_\_\_\_

13. Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?

yes  
\_\_\_\_\_

14. Who is your insurance agent that will provide proof of this coverage to the City?

Allen Agency

15. Noise: What kind of noise do you expect to generate at this event and during which specific period of time?

singing, keyboard, guitar, flute

16. How do you propose to handle garbage removal?

will take away immediately following event

17. How do you propose to handle parking?

street and rear parking lot

18. How do you propose to handle security?

n/a

19. How do you propose to handle the need for restrooms?

city

20. What is your plan/need for electricity or water?

electric from adjacent shop

21. Have you spoken to the neighbors in the area of this event and discussed traffic, noise, parking etc. with them?

n/a

22. Who will be in charge of the event during the event and what are their home phone numbers, cell phone numbers, and email addresses - where they can be reached before and during this event?

Regina Penn 505-0199 Coldcomforttheater@gmail.com

23. Are you requesting any services from the City? Be specific on the services you are asking for

no

Parking

Parking

STORE

DRIVE

Park on Sun  
12x12 stage  
&  
canopy  
Keyboard, guitar,  
flute

Main St.

Cold Comfort Theatre request for  
use of "Park on Sun" July 4, 2016  
from 11 a.m. to 1:30 p.m.

Alyssa Amis - 505-5199  
coldcomforttheatre@gmail.com

9.E

**MEMORANDUM**

December 29, 2015

To: Joseph Slocum, Belfast City Manager  
Honorable Mayor Ash and Belfast City Council  
From: Norm Poirier, Belfast Parks and Recreation Department  
Re: Facility Use Request – Cold Comfort Theater Performance in Steamboat Landing Park  
Cc: Chief McFadden, Belfast Police Department

A Facility Request application has been submitted by Cold Comfort Theater for use of Steamboat Landing Park from July 6 – 10, 2016 for a performance. The performance would be open to the public with an admission charge, dress rehearsal July 6 and performance dates of July 7-10 from 5:30-9:30 p.m.

This request does stay within the 5 day limit previously discussed with the Commission during the establishment of the draft policy for Facility Use Requests. The assistance request in the application are possible provided the School and the Y allow use of the bleachers / chairs. No issues with other aspects of the application and would recommend approval.

The Parks and Recreation Commission discussed and approved of this request during the December 10, 2015 meeting.

**Request to use Facilities that  
Belong to the Citizens of the City of Belfast  
Updated February 5, 2015**

**All applications and related documents bring to the Parks and Recreation Office at City Hall. 338-3370 Ext 27. The City Manager's Office will act as a backup.**

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public. Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. **If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.** Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request.  
If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1. State your name, phone number, e-mail address and identify whom you represent?

Ayane Ames Cold Comfort Theater cell 505-0199

If you are not going to be the primary contact for this event – then who is and please provide their full name, phone number and email address:

n/a

2. Describe in detail the nature of this event (What are you planning on?):

Park performance 1950's musical  
July 7-10, 2016 in Steamboat Landing Park

3. What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific.

3. What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific.

Steamboat Landing Park, north end, toward French and Webb

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4. What dates and times do you wish to have this event?

July 7, 8, 9, 10

two chess rehearsals, six performances 5:30 pm - 9:30 pm

July ~~11, 12, 13, 14, 15, 16, 17~~ perf. July 8-10 chess (weather permitting)  
same look as Arts in the Park, but at night.

Same as Arts in Park weekend.

5. Are you asking to close off any City Streets? (Which ones, what dates, for how long a period of time each day?)

n/a

If yes then who will manage these closed off Streets?

n/a

6. Are you asking the City for anything other than use of the facilities you have described above?

Access to Electrical outlets

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7. How many people do you expect?

200 per night, at the most

8. Will you be selling things at this event? What and by who if not you?

no, unless we offer cookies + water

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9. Will any alcohol be served or consumed at this event? (If yes provide details)

Where? - Attach MAP n/a

By Whom: Name and Phone contact number:

\_\_\_\_\_  
\_\_\_\_\_

10. Does this event call for any type of open fire - including for cooking purposes? (If so describe what fire safety measures you plan on employing associated with this potential hazard?)

n/a  
\_\_\_\_\_  
\_\_\_\_\_

11. Will you be renting spaces to vendors on City Property? Yes \_\_\_\_\_ No

If yes where do you propose they set up? (MAP Location) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

12. Describe what type of vendor and the charges you propose to assess against them.

n/a

13. Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?

Yes

14. Who is your insurance agent that will provide proof of this coverage to the City?

Allen Agency

15. Noise: What kind of noise do you expect to generate at this event and during which specific period of time?

keybord with very minor amplification  
a 1950's ~~style~~ musical - 7-9:30  
style

16. How do you propose to handle garbage removal?

We will take away nightly

17. How do you propose to handle parking?

Commercial St. parking lot, roadside and if Boat House  
is not assigned, that parking lot

18. How do you propose to handle security?

We ask permission for 2-4 community members  
to stay on site from 11-3am

19. How do you propose to handle the need for restrooms?

We will provide 2 porta-potties if the city feels  
that called for.

20. What is your plan/need for electricity or water?

Need to plug in keyboard <sup>1 speaker</sup> and light at  
outlet provided

21. Have you spoken to the neighbors in the area of this event and discussed traffic, noise, parking etc. with them?

n/a

22. Who will be in charge of the event during the event and what are their home phone numbers, cell phone numbers, and email addresses - where they can be reached before and during this event?

Hynne Hines 505-0199      Adam Ratteree 505-2361  
eebdcomforttheater@gmail.com      Ratteree.adam@yahoocom

23. Are you requesting any services from the City? Be specific on the services you are asking for

use of bleachers + chairs, delivery and removal of same

**Department**

**Service Requested**

City Manager

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Police

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Fire/ Ambulance

Parks

*bleachers + chairs, approval to load & unload  
approval for one vehicle in park overnight, Storage.*

Public Works

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Harbor

Other?

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**Remember, If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.**

Parking lot/Commercial St.

Front Street

Street parking

signage

TREES

Entrance to Boat house parking

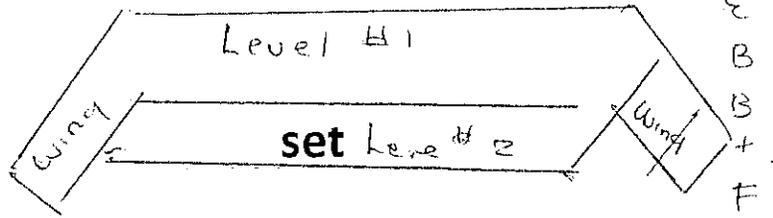
steps to park

1 car

BACKSTAGE TENT

ELEC.

Boat house parking



Seating, seating, seating, bleachers chairs

Trash bin: Box office, refreshments

Gateway into park

Boathouse

Gazebo

2 Potties if required

Walkway \_\_\_\_\_

Cold Comfort Theater, July 2016 request for park usage, electric and other needs attached

Aynne Ames, contact: 505 0199 coldcomforttheater@gmail.com



## FACILITY USE APPLICATION CHECKLIST

- Application complete with contact names and contact information
- Specific facility or park requested
- Dates/times of the event and extra set-up time if necessary
- Specific request of City services:
  - electrical needs
  - street closures
  - police assistance
  - trash removal
- Vendor permits (necessary if serving alcohol)
- Parking plan
- Insurance Certificate (need to receive two weeks prior to event)
- Map/diagram of event layout
- Music cannot reach a volume level of more than 7 on controls
- Plan for restroom facilities
- Scheduled meeting with City Representative

My signature attests to the review of the checklist and the realistic view of the event provided to the City. Any deviation from the written request is grounds for cancellation of the event by the City of Belfast without notice.

Signature Rayanne Ames Date: 7/16/15

Printed Name: Rayanne Ames

9.F

**MEMORANDUM**

**December 29, 2015**

To: Joseph Slocum, Belfast City Manager  
Honorable Mayor Ash and Belfast City Council  
From: Norman Poirier, Belfast Parks and Recreation Department  
Re: Facility Request Application – Belfast Maskers  
Cc: Chief McFadden, Belfast Police Department

The Belfast Maskers have completed an application for use of Steamboat Landing Park for a public performance July 28-31 at 7 p.m. each evening. The request is to set-up a stage in the corner of the park closest to the French & Webb building on July 25 with a dress rehearsal on Wednesday. The "Addams Family Musical performances will be Thursday – Sunday at 7:00 p.m. with an admission fee to the performances.

The application originally requested closing of Front Street from Miller to Commercial during performances. After discussion with Erica Irish it was mutually agreed to eliminate this part of the request due to the number of days this would close off the street. The remainder of the request seems to be in line with previous request by other organizations for similar functions.

The Department's recommendation is to approve this request provided the Maskers can secure insurance for the event and take care of additional garbage created as a result of the performances. The Parks and Recreation Commission approved during the December 10, 2015 meeting.

**Request to use Facilities that  
Belong to the Citizens of the City of Belfast  
Updated February 5, 2015**

**All applications and related documents bring to the Parks and Recreation Office at City Hall. 338-3370 Ext 27. The City Manager's Office will act as a backup.**

The City of Belfast owns Streets, sidewalks, parks, land and buildings. It is the policy of the City that property belonging to the citizens of Belfast be available to the public.

Unless specifically approved to the contrary, no public property will be set aside for the exclusive use of any individual or group and the general public will at all reasonable times have access to City property.

This is a planning checklist for your benefit as well as the City's. **If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.** Approvals cannot be given to individuals or groups who are uncertain of their plans.

Please attach maps, additional sheets, event outlines etc. - that help to explain your request.

If any of the following questions do NOT apply to your event simple write N/A (not applicable) in the space provided. Thank you.

1. State your name, phone number, e-mail address and identify whom you represent?

ERICA RUBIN Irish 207-798-0556  
erica.rubin.irish@gmail.com - Belfast Masters

If you are not going to be the primary contact for this event – then who is and please provide their full name, phone number and email address:

2. Describe in detail the nature of this event (What are you planning on?):

Belfast Masters Community theater performance  
of Addams Family musical at Steamboat  
Landing Park

3. What facilities would you like to use or what permissions are you seeking with respect to City buildings, Parks, Lands, Streets, sidewalks? Please be specific.

Use of Steamboat Landing park, NW Corner,  
for Stage + Seating set-up.

4. What **dates and times** do you wish to have this event?

Performances July 28, 29, 30, 31 at 7 PM<sup>7:30</sup>. Stage  
set up from Monday, July 25

5. Are you asking to close off any City Streets? (Which ones, what dates, for how long a period of time each day?)

Remove  
from request →

if possible, please close the block above  
the park + stage during performances

If yes then who will manage these closed off Streets? Masters volunteers  
can help with this if the City approves

6. Are you asking the City for anything other than use of the facilities you have described above?

Connection to electrical outlets in the park.

7. How many people do you expect?

Approximately 75 audience members per show.

8. Will you be selling things at this event? What and by who if not you?

Yes. Masters will sell tickets to the shows.  
volunteers may sell refreshments.

9. Will any alcohol be served or consumed at this event? (If yes provide details)

Where? - Attach MAP No

By Whom: Name and Phone contact number:

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10. Does this event call for any type of open fire - including for cooking purposes? (If so describe what fire safety measures you plan on employing associated with this potential hazard?)

NO

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11. Will you be renting spaces to vendors on City Property? Yes \_\_\_\_\_ No X

If yes where do you propose they set up? (MAP Location) \_\_\_\_\_

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12. Describe what type of vendor and the charges you propose to assess against them.

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13. Will you have insurance in the amount of \$1,000,000 that also names the Inhabitants of the City of Belfast as an additional named insured party to hold the City of Belfast harmless from any and all injuries that may occur as the result of any negligence on your part in conducting this event?

YES

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14. Who is your insurance agent that will provide proof of this coverage to the City?

To be determined for 2016. The City will be notified long before the ~~the~~ scheduled dates

15. Noise: What kind of noise do you expect to generate at this event and during which specific periods of time?

July 27 (dress rehearsal) - July 31, music and amplified speaking from approx 7 - 9:30 PM.

16. How do you propose to handle garbage removal?

Maskers will remove garbage

17. How do you propose to handle parking?

18. How do you propose to handle security?

19. How do you propose to handle the need for restrooms?

Maskers will rent portable toilets

20. What is your plan/need for electricity or water?

Electricity is needed. NO water.

21. Have you spoken to the neighbors in the area of this event and discussed traffic, noise, parking etc. with them?

22. Who will be in charge of the event during the event and what are their home phone numbers, cell phone numbers, and email addresses - where they can be reached before and during this event?

MICA Rubin Irish 207. 798. 0556

23. Are you requesting any services from the City? Be specific on the services you are asking for

**Department**

**Service Requested**

City Manager

---

Police

*at Public Works*  
*Cones or sawhorses to block street*

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Fire/ Ambulance

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Parks

*chairs*

---

Public Works

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Harbor

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Other?

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**Remember, If any aspect of the activity you wish to conduct is not specifically listed on this checklist then there will be no permission to conduct that activity.**

**ADMINISTRATIVE COMMENTS (Internal City use only)**

City Manager's Office

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Police Department

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Fire/Ambulance Department

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Parks Department

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Public Works Department

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Harbor Master

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Boat House Rental Agent

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Other Notes:

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10.A



CITY OF BELFAST, MAINE  
131 Church Street

e-mail: [cityhall@cityofbelfast.org](mailto:cityhall@cityofbelfast.org)

Tel: (207) 338-3370  
Fax: (207) 338-6222

December 30, 2015

Memo to: Joe Slocum  
City Manager

From: Rickie LeSan *RAL*  
Treasurer

Re: Tax Acquired Bid

On December 15, 2015 the bid for the tax acquired property was awarded to Jennifer Wenz in the amount of \$10,000. Unfortunately Ms. Wenz has withdrawn her bid. I would recommend we award the bid to the alternate bidder Shaina Brown for the amount of \$1500.

10.B

December 30, 2015

Memo to: Joe Slocum  
City Manager

From: Rickie LeSan  
Treasurer

*RLS*

Re: Council Order

I have submitted a Council Order for Fiscal Year 2014-2015 accounts to be carried forward into this Fiscal Year.

Up to \$58,772 be carried forward from the FY 2014-2015 to FY 2015-2016 from the following accounts:

110-505 Finance Misc. Expense	\$ 1,610
120-501 Assessing Wages	8,500
130-674 Codification	3,260
420-573 Sidewalk Maintenance	26,277
450-577 Road Construction	14,732
680-604 Engineering/Professional Services	4,393

---

**Councilor**



CITY OF BELFAST, MAINE  
131 Church Street

10.C

e-mail: cityhall@cityofbelfast.org

Tel: (207) 338-3370  
Fax: (207) 338-6222

December 18, 2015

Memo to: Joseph Slocum  
City Manager

From: Rickie LeSan  
Treasurer

*RL*

Re: 2013 Property Tax Lien

Attached is a print-out of a 2013 property tax account for Christine Frey. This is on my maturity list and we have discovered that the mobile home is no longer located at 9 Cory Lane. So, I am requesting to have the city council write-off the outstanding balance due in the amount of \$67.20 and we will reverse all fees.

**RE Account 4438 Detail  
as of 12/18/2015**

Name: FREY, CHRISTINE  
Location: 9 CORY LANE  
Acreage: 0 Map/Lot: 007-016-028  
Book Page:  
2012-1 Period Due:

Land: 0  
Building: 25,500  
Exempt 0  

---

Total: 25,500

Ref1: 2004 16X76 TITAN MH  
Mailing  
Address: 9 CORY LANE  
BELFAST ME 04915

Year/Rec #	Date	Reference	P C	Principal	Interest	Costs	Total
2013-1 L	09/25/13	Original		343.20	0.00	0.00	343.20
760	7/15/2013	PREPAY-A	A Y	276.00	0.00	0.00	276.00
	6/23/2014	DEMAND	A 3	0.00	0.00	-9.48	-9.48
			Demand Fees				
1987	07/25/14	Liened		67.20	1.82	52.48	121.50
		CURINT		0.00	-6.68	0.00	-6.68
		Total		67.20	8.50	52.48	128.18
2012-1 R				0.00	0.00	0.00	0.00
2011-1 L *				0.00	0.00	0.00	0.00
2010-1 L *				0.00	0.00	0.00	0.00
2009-1 L *				0.00	0.00	0.00	0.00
2008-1 L *				0.00	0.00	0.00	0.00
2007-1 L *				0.00	0.00	0.00	0.00
2006-1 L *				0.00	0.00	0.00	0.00
Account Totals as of 12/18/2015				67.20	8.50	52.48	128.18

**Per Diem**

2013-1	0.0131
Total	0.0131

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

10.D



*"We Keep EMS Moving!"*

129 US Route 1, Frenchville, ME 04745

P.O. BOX 535, Madawaska, ME 04756

69 Perry Road, Bangor, ME 04401

Phone: (800) 540-7412 • Fax: (207) 543-7412 • [www.autotronics.net](http://www.autotronics.net)

## QUOTE

11-16-2015

City of Belfast

273 Main Street

Belfast, Maine 04915

Attn: Chief Richards

Ref: Ambulance Remount

2016 Chevy G4500 Diesel Chassis w/ Ambulance Prep Package  
Module = McCoy Miller

### Exterior Add-Ons/Upgrades

- ALL Warning Lights to be Upgraded to LED
  - o Remove Front LightBar and Replace w/ (7) 900 Series LED Lights
  - o Remove Rear LightBar and Replace w/ (7) 900 Series LED Lights
- LED Scene Lights
- LED Marker Light (5) Rear and (5) Front of Module
- LED Brake/Turn/Back-up
- LED 20" Driving Light
- Decals to Match Current Layout
- New Siren Speakers
- Transfer Air-Horn System w/ New Horns
- Wheel Simulators
- New Bumper to Replace Rear
- Exterior Compartment
  - o Handles/Latches replaced
  - o LED Compartment lights
  - o Heavy duty liner in exterior compartments
  - o Turtle tile on floor of all exterior compartments

### Interior Add-Ons/Upgrades

- LED Dome Lights (8)

- Change Flooring to LoinPlate II Gray
- New Stretcher Hardware Mounting Kit
- New Center Console for Cab Area
- Gaskets in Cabinets need to be Repaired
- Action Area
  - o Molding Needs Repair
  - o Counter Top has Holes
  - o Drawer Under A/A Needs Catch to Hold Open and Closed
- Clean Entire Unit

Unit Purchase Price	\$110,750.00
Chevy Fan# Discount	-\$1,700.00
<u>Chassis Trade-In</u>	<u>-\$500.00</u>
Total Purchase Price	\$108,550.00

Options

- Pre-Pay Discount
  - o 50% Upfront -\$1,250.00
  - o 100% Upfront -\$2,500.00

# AUTOTRONICS

*"We Keep EMS Moving!"*

129 US Route 1, Frenchville, ME 04745

P.O. BOX 535, Madawaska, ME 04756

69 Perry Road, Bangor, ME 04401

Phone: (800) 540-7412 • Fax: (207) 543-7412 • www.autotronics.net

## QUOTE

11-16-2015

City of Belfast

273 Main Street

Belfast, Maine 04915

Attn: Chief Richards

Ref: Ambulance Remount

**2016 Ford E-450 V10 Gas Chassis w/ Ambulance Prep Package**  
Module = McCoy Miller

### Exterior Add-Ons/Upgrades

- ALL Warning Lights to be Upgraded to LED
  - o Remove Front LightBar and Replace w/ (7) 900 Series LED Lights
  - o Remove Rear LightBar and Replace w/ (7) 900 Series LED Lights
- LED Scene Lights
- LED Marker Light (5) Rear and (5) Front of Module
- LED Brake/Turn/Back-up
- LED 20" Driving Light
- Decals to Match Current Layout
- New Siren Speakers
- Transfer Air-Horn System w/ New Horns
- Wheel Simulators
- New Bumper to Replace Rear
- Exterior Compartment
  - o Handles/Latches replaced
  - o LED Compartment lights
  - o Heavy duty liner in exterior compartments
  - o Turtle tile on floor of all exterior compartments

### Interior Add-Ons/Upgrades

- LED Dome Lights (8)

34,893  
69,709  
Plus  

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104,582.00

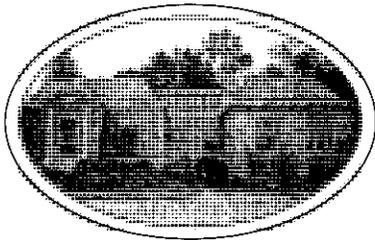
Bump  
2015-16

- Change Flooring to LoinPlate II Gray
- New Stretcher Hardware Mounting Kit
- New Center Console for Cab Area
- Gaskets in Cabinets need to be Repaired
- Action Area
  - o Molding Needs Repair
  - o Counter Top has Holes
  - o Drawer Under A/A Needs Catch to Hold Open and Closed
- Clean Entire Unit

Unit Purchase Price	\$103,500.00
Ford Fin# Discount	-\$4,800.00
<u>Chassis Trade-In</u>	<u>-\$500.00</u>
Total Purchase Price	\$98,200.00

Options

- Pre-Pay Discount
  - o 50% Upfront -\$1,250.00
  - o 100% Upfront -\$2,500.00



**BELFAST FREE LIBRARY** *www.belfastlibrary.org*

106 HIGH STREET • BELFAST, MAINE 04915 • 207-338-3884 • FAX: 207-338-3895

10.E

TO: Joe Slocum

FROM: Steve Norman

DATE: December 17, 2015

I am turning in the notice of resignation that was submitted to me last Wednesday by Susan Atwood. Susan's last day will be January 13, 2016.

Susan will be leaving a 20 hour per week Library Assistant position.

I ask to be authorized to fill this open position.

Thank you for your time and consideration.

# AGENDA TOPIC 10.

TO: CITY COUNCIL

FROM: WAYNE E. MARSHALL, CITY PLANNER

DATE: DECEMBER 30, 2015

RE: DARRES REQUEST TO USE COURT STREET

## **REQUESTED ACTION**

Maurice and Esther Darres, who own a property (part of Map 36/Lot 149) that fronts on an un-built section of Court Street, request that the City allow them to extend a private road and private utilities in the Court Street right-of-way. The proposed improvements would serve a new residence (likely a single family house with an accessory apartment) that the Darres' plan to build that would use the Court Street right-of-way as an access. If the Council supports this request, it is recommended that you adopt the attached Memorandum of Agreement that identifies terms that would govern said use. I note that the City previously entered a similar agreement in 2003 with the former owners of Map 36, Lot 148 (Queenan's) and in 2005 with John and Linda Jewell, owners Map 36, Lot 179, to allow the extension of private improvements in this same Court Street right-of-way so both of the above parties could construct new single family residences. The proposed Memorandum of Agreement is patterned after the above agreements.

## **BACKGROUND INFORMATION**

The City's Court Street right-of-way extends to Salmond Street. The last 250 feet or so of this right-of-way, however, never was developed as a City Street. The City also lacks a public sewer extension on this section of the right-of-way. This section of Court Street often has commonly been referred to as "Birdland". I have attached a plan that identifies this section of Court Street and the point at which the public improvements currently end.

The City Council has the authority to control how the un-built section of the Court Street right-of-way is used. To date, the Council has decided not to improve and maintain at public expense this un-built section of the right-of-way. In 2003, the Council considered and granted a request from James and Melody Queenan to construct certain private improvements located within the Court Street right-of-way so they could construct a new single family residence on a property identified as Map 36, Lot 148. In 2005, the Council considered and granted a similar request from John and Linda Jewell so they could construct a single family residence at Map 36, Lot 179. The Council, in granting these requests, adopted a Memorandum of Agreement that stipulated terms which both parties had to satisfy regarding the construction and maintenance of a private driveway, the

extension of a private sewer line, the extension of a public water line, and the extension of utilities.

Maurice and Esther Darres own a property at Map 36, Lot 149 that has street frontage on both Salmond Street and the un-built section of Congress Street. There is an existing residence on this lot. The lot, however, has sufficient size to allow it to be divided. The Darres's propose to divide the existing lot to create two lots; one of which would be for the existing house (Lot 149), and the second (Lot 149-A) which would be used to construct a new residence, a residence which also may have an accessory apartment. They would like to provide driveway access and utility services to this lot via Court Street. This request requires the Council to grant them the authority to construct privately owned and maintained improvements within the publicly owned Court Street right-of-way. I have attached a plan submitted by Esther Darres that identifies the proposed division of their property and the proposed location of the new house, and a draft Memorandum of Agreement for you to consider adopting.

If the Council grants their request, it likely would involve the Darres's making the following improvements:

- An extension that is about 50 to 70 feet in length to the existing road/driveway that now serves Lots 148 and 179.
- The extension of a private sewer line from Salmond Street to the new house lot (Lot 149-A).
- They likely can use the existing water line to Lots 148 and 179 for water service.
- They may need to install a new utility pole.

Also, they would need to work cooperatively with the owners of Lots 148 and 179 to maintain the constructed improvements. I also would recommend that the Council grant Public Works the authority to determine the final location of all requested improvements within the right-of-way.

I will close by noting that past Council's have decided that the City should not extend public improvements within the last 250 foot long section of Congress Street and to provide a connection to Salmond Street. Staff is not recommending that the City should rush forward to construct public improvements within the right-of-way and to make the connection to Salmond Street, but it is an issue which the Council may want to discuss.

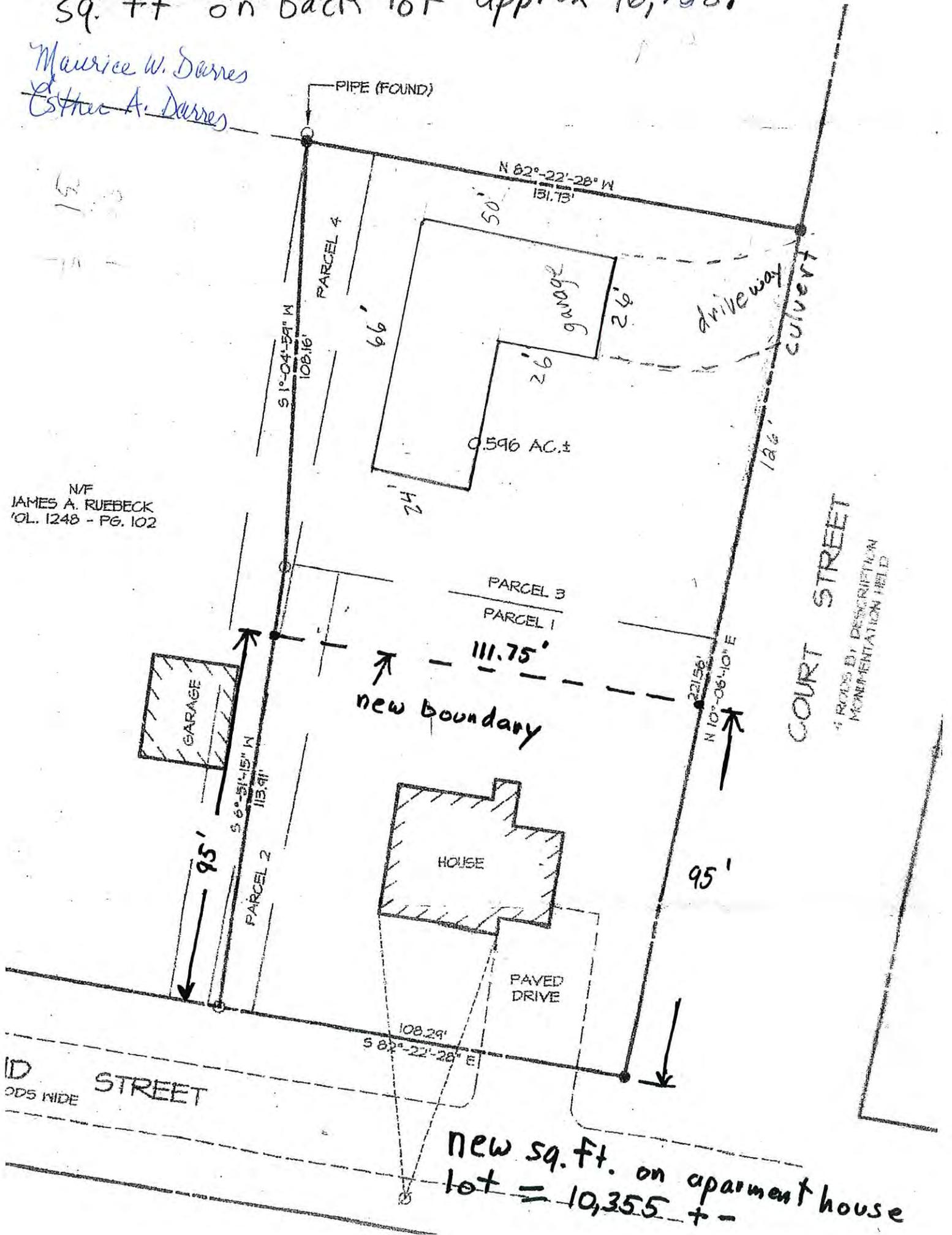
I will attend the January 5 Council meeting and will be available to answer any questions.



sq. ft on back lot approx 16,758.

Maurice W. Barnes  
Esther A. Barnes

N/F  
JAMES A. RUEBECK  
OL. 1248 - PG. 102



new sq. ft. on apartment house  
lot = 10,355 +/-

**MEMORANDUM OF AGREEMENT  
CITY OF BELFAST and  
MAURICE and ESTHER DARRES  
REGARDING USE OF COURT STREET RIGHT-OF-WAY**

The City of Belfast (hereinafter the 'City') owns or controls the Court Street right-of-way, the location of which is generally depicted on the Tax Assessor maps (reference Tax Map 36) of the City. Maurice and Esther Darres (hereinafter the 'Darres's') own a property identified as Map 36, Lot 149, as generally depicted on the Tax Assessor maps of the City of Belfast, that has frontage on both Salmond Street and the Court Street right-of-way. There is an existing residence on this property. The Darres's propose to divide this lot to create two lots. One lot, hereinafter referred to as Map 36, Lot 149, will be for the existing residence and it will have street frontage on Salmond Street and the Court Street right-of-way. The second lot, hereinafter referred to as Map 36, Lot 149-A, will only have street frontage on the Court Street right-of-way and is intended to be created and used for the purpose of constructing a new residence. With respect to the second lot (149-A), the Darres's need to obtain road access and to extend certain utilities within the City controlled Court Street right-of-way to construct the new residence.

This Memorandum of Agreement between the Darres's and the City establishes the conditions by which the Darres's may use the Court Street right-of-way to provide road access and the extension of certain utilities to the new lot that they intend to create, Map 36, Lot 149-A. The terms of this Agreement apply solely to the Darres's use of Map 36, Lot 149-A, as lot 149 (existing residence) has road access and utility services via Salmond Street.

All conditions stipulated in this Agreement apply to the Darres's and their creation and use of Lot 149-A, and shall similarly apply to all heirs, successors and assigns that have ownership of this parcel.

**DARRES'S USE OF COURT STREET RIGHT-OF-WAY  
FOR ROAD ACCESS**

The Darres's proposal to build a house on Court Street likely involves an extension of the existing privately owned road located within the Court Street right-of-way. The existing privately owned road was originally constructed by the owners of a property identified as Map 36, Lot 148. The construction standards for the existing road and maintenance responsibilities for said road are identified in two separate Memorandum of Agreements between the City and the owners of Map 36, Lot 148 (entered in 2003) and Map 36, Lot 157 (entered in 2005). The Darres's use of the Court Street right-of-way to extend the existing privately owned road to serve Lot 149-A is subject to the following requirements:

1. The Darres's may access Lot 149-A by extending the existing privately owned road (originally constructed by owners of Lot 148) located within the Court Street right-of-

way from the point at which it now terminates near the southerly bound of Map 36, Lot 179, to a point which is located 25 feet beyond the southerly bound of the private driveway that the Darres's will construct within the bounds of Lot 149-A. It is anticipated that the extension of the privately owned road within the Court Street right-of-way will be about 50 to 70 feet in length. The purpose of requiring that the road be extended 25 feet beyond the southerly bound of the private driveway to Lot 149-A is to create a hammerhead turn-around area.

2. Construction of the road must satisfy the following specifications:
  - The travel way of the finished road must be a minimum of 14 feet in width.
  - Aggregate base course of 21 inches (Type C material)
  - Aggregate base course of 3 inches of top gravel (Type A material)
  - Subbase and Aggregate base and subbase construction shall occur in accordance with specifications identified in City Code of Ordinance, Chapter 98, Technical Standards, Section 98-124 and 125, a copy of which is available from the City Code and Planning Department.
  - Road shall have a crown and a pitch of ¼ inch per foot from the center of the road.
  - Side slopes shall be 3:1, and shall consist of compacted material.
3. This extension of Court Street shall be located within the City's right-of-way and shall be constructed so as not to disturb the existing drainage swale located on the westerly side of this right-of-way.
4. The Darres's shall construct a hammerhead (turnaround area) on their property and in the Court Street right-of-way to create a turnaround area at the end of Court Street. Construction of this hammerhead shall comply with the following specifications:
  - a. The road base and surface shall be consistent with standards identified in paragraph 2 above.
  - b. The turnaround area located in the Court Street right of way shall extend 25 feet beyond the end of the driveway that serves Lot 149-A and shall be 20 feet in width. Thus, this section of the road extension is required to be 6 feet wider than the remainder of the road.
  - c. The width of the hammerhead area located on the driveway to the residence on Lot 149-A shall be a minimum of 20 feet in width for the initial 30 feet of said driveway.
5. The Darres's shall allow public agencies and emergency vehicles to use the portion of the hammerhead area (4 above) constructed on Lot 149-A as a turnaround area at the end of Court Street. In particular, the Darres's shall allow and shall not infringe upon the City Department of Public Works from using this hammerhead area.

Further, the Darres's, in a recorded deed for their property (Map 36, Lot 149-A), shall grant the City an easement to allow the access identified above. This easement shall be for a portion of their property that is 35 feet in length and 30 feet in width and that is located immediately adjacent to the City's Court Street right-of-way as the

hammerhead turnaround area. This easement shall remain in effect until such time as the City may choose to construct or allow to be constructed a public road that connects Court Street to Salmond Street.

6. The Superintendent of the City Department of Public Works must approve the applicant's proposed location of the road within the Court Street right-of-way. The applicant shall not clear trees or begin construction of said road until the Superintendent has approved the location of the road. Further, the Darres's must demonstrate to the Superintendent that the road has been constructed to the specifications identified in this agreement prior to the City finding that the Darres's have satisfied conditions 1 – 6 of this Agreement, and prior to the Code Enforcement Officer issuing an occupancy permit for occupancy of the residence on Map 36, Lot 149-A.
7. The respective owners of Lot 148, Lot 179 and Lot 149-A shall establish a homeowner's association for the purposes of maintaining private road improvements constructed within the Court Street right-of-way, including improvements constructed through the Memorandum of Agreement between the City and the owners of Lot 148, the City and the owners of Lot 179, and the City and the owners of Lot 149-A. This homeowner's association shall be established prior to the issuance of an occupancy permit for the residence constructed on Map 36, Lot 149-A. The Darres's shall provide a draft of the proposed agreement for the establishment of the homeowner's association to the City Department of Code and Planning to determine if it is sufficient to execute requirements of this Agreement prior to its execution.

#### **DARRES'S USE OF COURT STREET RIGHT-OF-WAY FOR A SEWER EXTENSION**

The Darres's use of the Court Street right-of-way to provide sewer service is subject to all of the following conditions:

1. The Darres's may construct a privately owned sewer line in the Court Street right-of-way to enable their residence to connect to the City's public sewer line that is located on Salmond Street. The sewer line may be either a gravity or force main/pump line. Construction of the line shall comply with City standards identified in City Code of Ordinances, Chapter 62, Utilities. Further, if a pump system is used, the pump must be located on the Darres's property.

The Superintendent of the Department of Public Works must approve both the location and type of sewer service to the Darres property prior to the start of construction of this private extension/connection. Further, the Darres's shall not cut or remove any trees located in the Court Street right-of-way until the Superintendent has approved the location and type of sewer service.

2. The Darres's shall be responsible for maintenance of the privately owned sewer line. The Darres's shall consult with the Superintendent of the Department of Public Works

prior to performing any maintenance of the portion of the privately owned sewer line that is located in the Court Street right-of-way.

3. The Darres's may use this privately owned sewer line until such time as a public sewer main is constructed in the Court Street area. If a public sewer line is constructed, the Darres's shall discontinue the use of their privately owned sewer line and shall connect to the public sewer main.
4. The Darres's shall pay the City all required sewer connection fees and street restoration fees associated with the extension of this sewer line.
5. The Darres's shall restore the area that is disturbed by the construction of their private sewer line by regrading the area to conform to its natural contours and reseeding the area. Restoration of the disturbed area shall occur within one week of the completion of the sewer line construction.
6. The location of the private sewer line shall not interfere with the private sewer line that has been or which may be constructed to Lots 148 and 179.

#### **DARRES'S USE OF COURT STREET RIGHT-OF-WAY FOR PUBLIC WATER SERVICE**

The Darres's propose to provide water service to their property by connecting to the section of the public water line that the owner of Lot 148 installed in the Court Street right-of-way in 2003. This line also is used by the owner of Lot 179. The Darres's shall comply with the following conditions in connecting to the water service line.

1. The Darres's shall not cut or remove any trees located in the Court Street right-of-way until the Superintendent of the Department of Public Works and Superintendent of the Belfast Water District have approved the location of the water service.
2. The Darres's shall restore the area that is disturbed by the construction of the water service line by regrading the area to conform to its natural contours and reseeding the area. Restoration of the disturbed area shall occur within one week of the completion of the water line construction.
3. The Darres's shall comply with all requirements of the Belfast Water District in connecting to the water service line.

#### **OTHER SERVICES**

The Darres's may use the Court Street right-of-way to provide the extension of electrical, telephone, cable television and similar services associated with the installation of utility poles in the Court Street right-of-way. The Darres's shall obtain any pole location permits that may be required from the Belfast City Council, and shall coordinate the installation of such services with the Superintendent of the Department of Public Works.

## **SUBMISSION OF CONSTRUCTION PLANS**

1. The Darres's, prior to the start of construction of any driveway, sewer, water, or other utility improvements identified in this Agreement shall submit a plan to the Superintendent of the Department of Public Works and City Code Enforcement Officer that clearly identifies the location of the Court Street right-of-way and the location of improvements that the Darres's propose to construct. The Superintendent of the Department of Public Works must approve and sign these plans prior to the start of any construction activities.
  
2. The Darres's, within 60 days of the completion of construction activities in the Court Street right-of-way, shall provide the City Department of Public Works and Code and Planning Department a plan that identifies the location and specifications of improvements (an as-built) constructed in the Court Street right-of-way. This plan shall be recorded in Registry of Deeds as an attachment to this Memorandum of Agreement.

## **SUBMISSION OF DIVISION OF MAP 36, LOT 149**

The Darres's are seeking approval of this Agreement in advance of their proposed division of Map 36, Lot 149, into two lots to ensure that they can obtain the required permission to use the City Court Street right-of-way to provide access and utility improvements to newly proposed Lot 149-A. The Darres's shall provide the City evidence of the division of existing Map 36, Lot 149-A into two lots, including the deeds to both lots and a boundary survey of both lots, prior to the start of construction of a residence on Lot 149-A.

## **RECORDING OF AGREEMENT**

The Darres's shall record this executed Memorandum of Agreement in the Registry of Deeds. This Agreement establishes conditions on the use or extension of certain improvements to the Darres's property, Lot 149-A, and these conditions shall be transferable and binding to all heirs, successors and assigns. The purpose of the recording of this Memorandum of Agreement is to ensure that any party that may acquire the Darres property, Lot 149-A, is aware of the requirements of this Agreement.

## **EXECUTION OF AGREEMENT**

The Belfast City Council, at its meeting of January 5, 2016, authorized the City Manager to enter into this Memorandum of Agreement. This Agreement shall take effect upon its execution by both the Darres's and the City.

**SIGNATURE BLOCK AND NOTARY AUTHORIZATION WILL BE ON FINAL DOCUMENT**



10.H

Manda Cushman <managersasst@cityofbelfast.org>

## Belfast Harbor Walk request

Molly Henry <molly@greenway.org>  
To: Manda Cushman <managersasst@cityofbelfast.org>

Tue, Dec 29, 2015 at 11:08 AM

Hi Manda,

Thank you for your note and follow up questions. I will try my best to address each.

1. The signs are reflective aluminum, 15" x 5.5". Attached are the design specs.
2. We ask that signs be posted at both ends of the trail; a total of 2 signs.
3. The decal is an interesting option. Our signs are rather small and can be co-located with your existing signs (if room allows on the posts). If the City would rather look into a decal, we'd need to figure out a solution together. I've attached a photo of the signs along the Eastern Trail which have the ECG decal included. These signs were fabricated specifically for the Eastern Trail Alliance by MaineDOT. Also, attached is a photo of a sign in Newark, NJ with combined local and ECG trail branding.

Please let me know if you have any further questions. Thank you for your support in going through this process.

Hope you have a Happy New Year,

Molly

### Molly Henry

*New England Trail Coordinator  
East Coast Greenway Alliance  
76 Dorrance Street, Suite 301  
Providence, RI 02903  
Mobile: 610.348.4931  
[molly@greenway.org](mailto:molly@greenway.org) | [www.greenway.org](http://www.greenway.org) | [map.greenway.org](http://map.greenway.org)*



Designed with WiseStamp - [Get yours](#)  
[Quoted text hidden]

### 3 attachments



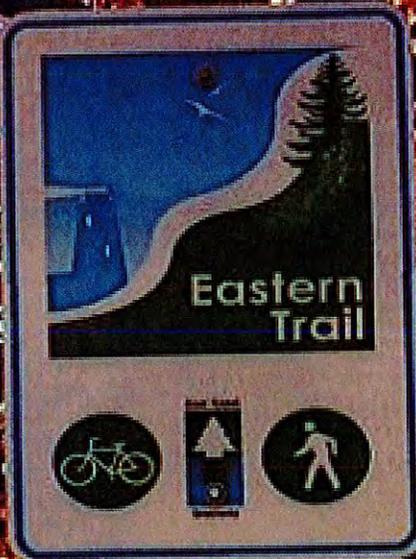
Eastern Trail Co-Branding.jpg  
142K

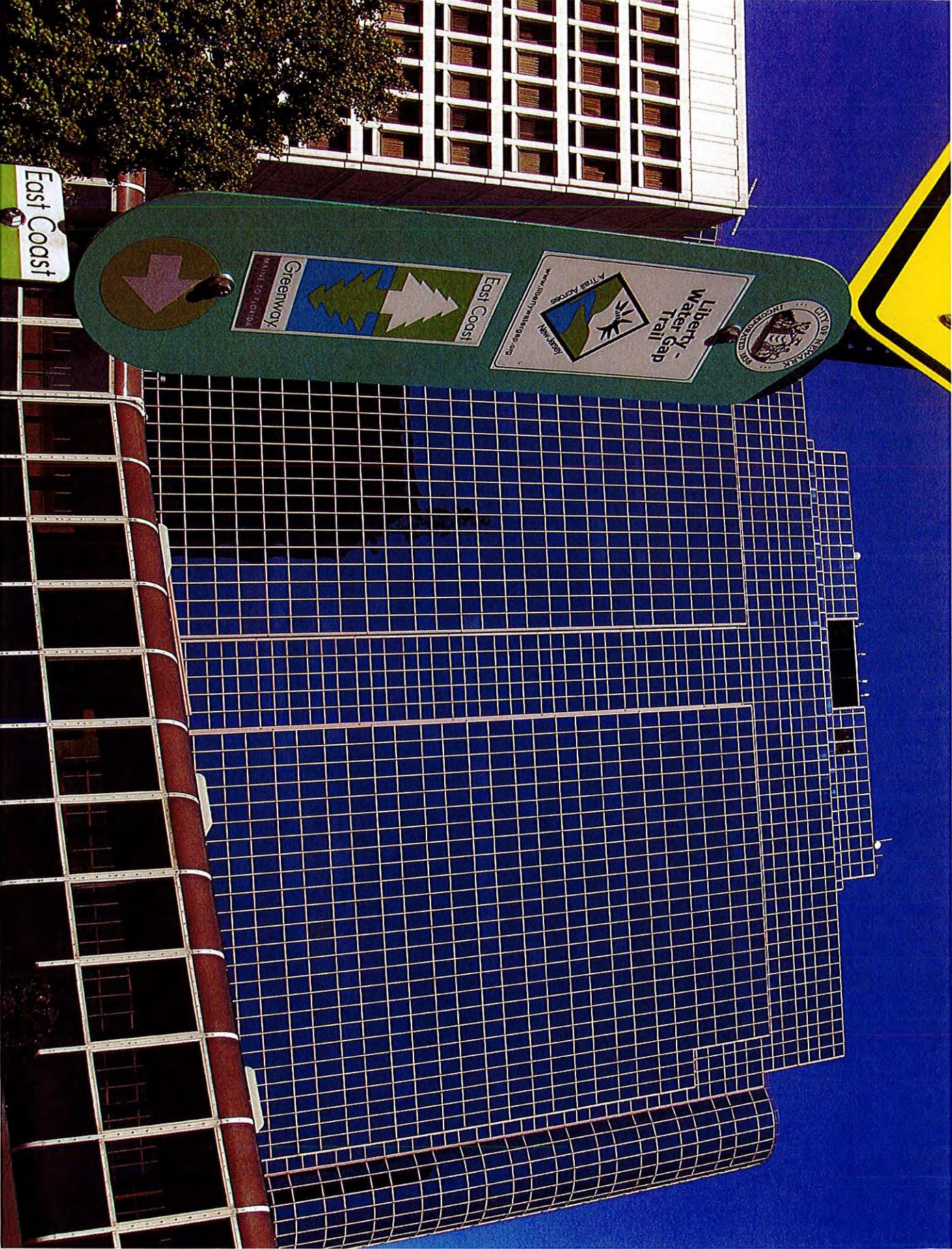
AUTOWORKS

1/10



2ND CHRISTIAN  
CONG. CHURCH





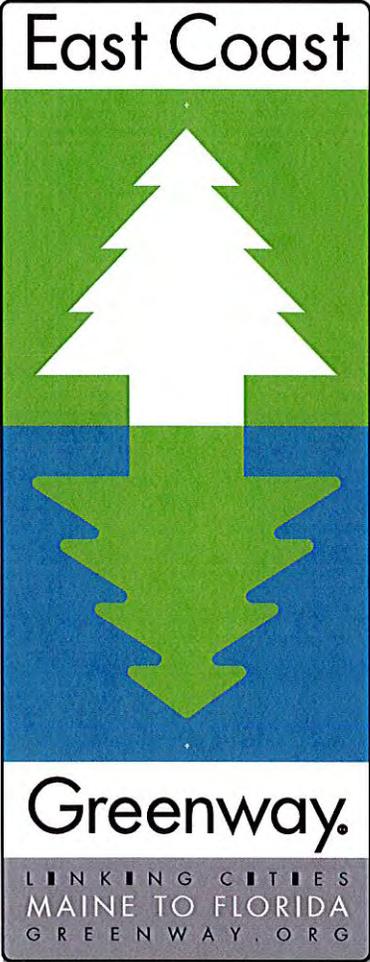
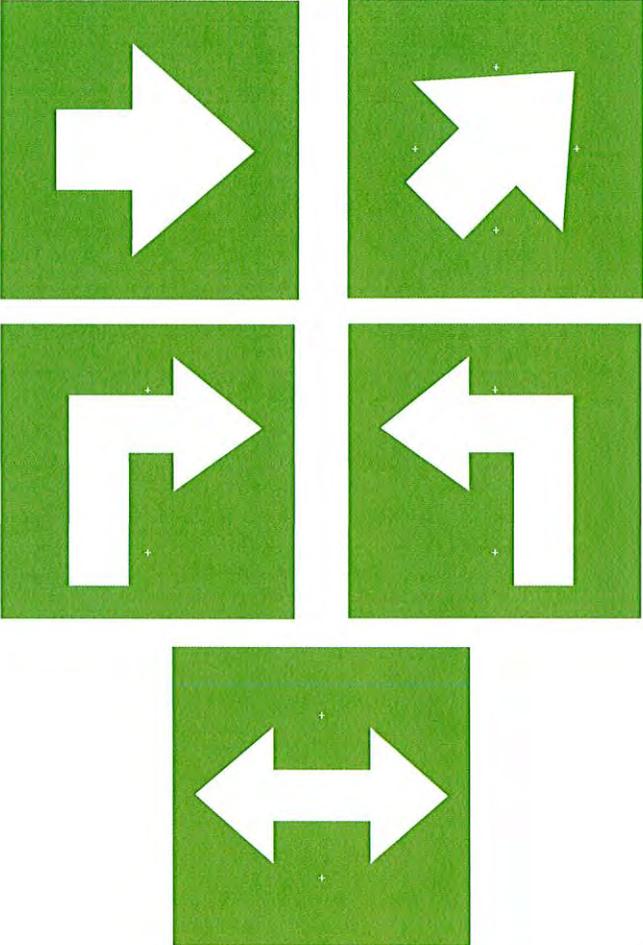
East Coast

Greenway  
WAYNE IS FLORIDA

East Coast

Liberty Water Gap  
Trail  
A TRAIL ACROSS  
NEW YORK  
www.libertywatergap.org



Standard Trail Marker	Arrow Panel Options
	
<p>Standard Panel Size: 5.5" wide x 15" tall.</p>	<p>Square Arrow Panel Size: 5.5" square. <i>Note: also available at 3.5".</i></p>
<p><i>Note: we have a limited quantity at 3.5" x 9.5". Contact ECGA before ordering small signs, to confirm availability.</i></p>	<p>Due to the ECG logo's similarity to an arrowhead, markers can be used without arrows in locations where only a <i>straight ahead</i> confirmation is needed.</p>

**To order, contact Eric Weis, East Coast Greenway Alliance:  
401-450-7155 or [eric@greenway.org](mailto:eric@greenway.org)**



**City of  
Belfast**

Manda Cushman <managersasst@cityofbelfast.org>

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## Fwd: East Coast Greenway Letter

3 messages

---

Joseph Slocum <citymanager@cityofbelfast.org>

Wed, Nov 25, 2015 at 4:12 PM

To: Councilors <councilors@cityofbelfast.org>, Manda Cushman <mcushman@cityofbelfast.org>, Wayne Marshall <planner@cityofbelfast.org>

Do we want to be part of this and have their signs on our Harbor Walk?

Lets discuss next week.

Thanks

Joe

----- Forwarded message -----

From: **Molly Henry** <molly@greenway.org>

Date: Wed, Nov 25, 2015 at 11:13 AM

Subject: East Coast Greenway Letter

To: [citymanager@cityofbelfast.org](mailto:citymanager@cityofbelfast.org)

Cc: [nmcgrath@cityofbelfast.org](mailto:nmcgrath@cityofbelfast.org)

Good morning Mr. Slocum,

Per Nora's request, I have put together a letter addressing some of your questions regarding the East Coast Greenway Alliance and our request to nominate the Belfast Harbor Walk as an East Coast Greenway designated trail. Please contact me if you have any questions.

We hope you have a wonderful Thanksgiving and look forward to hearing from you in the near future.

Thanks you,

Molly

**Molly Henry**

*New England Trail Coordinator*

*East Coast Greenway Alliance*

*76 Dorrance Street, Suite 301*

*Providence, RI 02903*

Mobile: 610.348.4931

[molly@greenway.org](mailto:molly@greenway.org) | [www.greenway.org](http://www.greenway.org) | [map.greenway.org](http://map.greenway.org)



Designed with WiseStamp - [Get yours](#)

--

Joseph J. Slocum

Belfast City Manager

p) 207.338.3370 x:10

f) 207.338.2419

[citymanager@cityofbelfast.org](mailto:citymanager@cityofbelfast.org)

[www.cityofbelfast.org](http://www.cityofbelfast.org)

---

**2 attachments**

 Letter to city manager.pdf  
293K

 Endorsement\_Letter\_Template\_Belfast.doc  
24K

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Wayne Marshall <planner@cityofbelfast.org>

Wed, Nov 25, 2015 at 4:55 PM

To: Joseph Slocum <citymanager@cityofbelfast.org>

Cc: Councilors <councilors@cityofbelfast.org>, Manda Cushman <mcushman@cityofbelfast.org>

Joe

Some information for folks to take a look at from our past grant applications for the Armistice Bridge and the Harbor Walk (coastal walkway).

1) I note that I was under the impression that the Armistice Bridge was already identified as part of the East Coast Greenway. I have attached information included in the City's 2004 MITF grant application for the Armistice Bridge.

"The Footbridge also has been identified as part of the state-wide Green Trails (bicycle) program."

2) Continuing, following is language that we included in the City's 2008 MITF application for the Coastal Walkway (now the Harbor Walk). I note that this grant application was not funded.

"The 'coastal walkway', like the Belfast Footbridge, will become part of the state-wide 'Green Trails' program;"

3) And, more --- following is information included in our MDOT Quality Community Grant application for the Harbor Walk (Coastal Walkway) which was funded.

The Belfast Footbridge is now identified as part of the East Coast Greenway Trail system, and the coastal walkway is envisioned as an accompanying and critical part of this Trail system. This Greenway is to be used by bicyclists who are traveling along the coast of Maine, and between states. It will provide an opportunity for traveling bicyclists to exit off of U.S. Route One to obtain goods and services in Belfast, and ultimately to continue north or south along Route One. The Footbridge and accompanying walkway will be a safe haven for bicyclists.

Wayne

[Quoted text hidden]

--



November 25, 2015

Joseph Slocum  
Belfast City Manager  
131 Church Street  
Belfast, ME 04915  
[citymanager@cityofbelfast.org](mailto:citymanager@cityofbelfast.org)

CC: Nora McGrath, [nmcgrath@cityofbelfast.org](mailto:nmcgrath@cityofbelfast.org)

Subject: East Coast Greenway/Belfast Harbor Walk

Dear Mr. Slocum & Members of the Belfast City Council:

The East Coast Greenway Alliance (ECGA) is the non-profit organization spearheading the development of the East Coast Greenway (ECG) – a developing 2,900 mile network of existing and future multi-use paths which connects communities from Calais, Maine to Key West, Florida. Since 1991, the Alliance has promoted the vision for connecting local trails into a continuous route, while providing strategic assistance for states, counties, and municipalities that build local trail sections. Our tasks include officially designating trails as part of the ECG trail system, posting wayfinding markers, and developing maps and guides to facilitate use of the ECG. The ECGA does not own any of the ECG trail system, but plays a vital role in ensuring its continuity and in monitoring trail conditions to ensure consistency in trail quality. We are supported by our 3,000 dues paying members and receive additional support from private foundations and individual donors.

Today, 30% of the ECG spanning from Maine to Florida is complete. Maine includes over 350 miles of East Coast Greenway, with almost 39% of the route located on traffic separated facilities. We hope to include the Belfast Harbor Walk among the growing list of designated ECG facilities. By designating this facility, the ECGA acknowledges the city's support for bicycling and walking facilities which have achieved ECGA standards. In order for the Belfast Harbor Walk to be officially designated, we are seeking an endorsement letter from the managing agency, like the one attached. Such a letter serves as an indication that the city is aware of the ECGA and supports integrating this facility as part of the ECG travel route. Upon receipt of an endorsement letter and approval by the ECG Trail Council, the ECGA will add this segment to our [designated trail list](#) and [ECG Trip Planner](#).

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Kenneth Withrow, NC

**Executive Director**

Dennis Markatos-Soriano





November 25, 2015

In regards to ECG markers, our 5.5" by 15" aluminum markers serve as wayfinding, not as an indication that we own or maintain the facility. We have a long history of working with various communities in Maine and along Eastern Seaboard to integrate our markers. We are sympathetic to the community's desire to minimize sign pollution and will work with the City to select appropriate locations.

Finally, we'd like to nominate the Armistice Bridge be designated as part of the ECG. If the City can help make that connection between the ECGA and the Veterans Association who own and manage the bridge, we would greatly appreciate your assistance.

Should you have any questions or concerns, please address them to Molly Henry using the below contact information.

Thank you,

Molly Henry  
New England Trail Coordinator  
East Coast Greenway Alliance  
76 Dorrance Street, Suite 301  
Providence, RI 02903

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Judy Walton, OR  
Kenneth Withrow, NC

**Executive Director**

Dennis Markatos-Soriano



## Sample Letter of Endorsement

date

Molly Henry, New England Trail Coordinator  
East Coast Greenway Alliance  
76 Dorrance St, ste 301  
Providence, RI 02903

Dear Ms. Henry,

We are pleased to endorse the inclusion of the Passagassawakeag River Footbridge & Belfast Harbor Walk in the East Coast Greenway Trail System.

The Passagassawakeag River Footbridge & Belfast Harbor Walk is a 1.07 mile long paved pedestrian bridge and waterfront path owned and managed by the city of Belfast. It is a public all-season facility that runs from Footbridge Rd at Searsport Ave to the intersection of Front street and Commercial Street. [Other descriptive details as desirable.].

As the agency responsible for the Passagassawakeag River Footbridge & Belfast Harbor Walk, we here by endorse the designation by the East Coast Greenway Alliance of the Passagassawakeag River Footbridge & Belfast Harbor Walk as part of the ECG Trail System. We agree to work with your organization to install (at mutually agreeable locations) and maintain trail markers that would be provided to us by the East Coast Greenway Alliance.

Sincerely,

---

# -BOATHOUSE CLEAN UP CHECKLIST-

10.I

## HALL & ENTRANCE FOYER:

- Clean all table tops and return to storage racks
- Stack all chairs in storage areas
- Sweep mats
- Sweep and mop floors

## MAIN ROOM:

- Sweep up all garbage
- Remove any tape from floor
- Wipe windowsills
- Sweep and mop floor

## KITCHEN:

- Empty refrigerator and sponge out
- Clean stove top
- Wipe down all surfaces
- Remove all trash
- Sweep and Mop floor

## BATHROOMS:

- Remove all trash from bathrooms
- Clean toilets and sinks
- Sweep and Mop floor

## Cleaning Services available to you (at your own expense):

- ~~Barb's Cleaning Service (207) 568-3396 or cell (207) 505-0139 ask for Basil or Barb~~
- Linda McCuen cell (207) 956-0688

Pictures are taken before and after every event

### Agreement

Agreement made this 15<sup>th</sup> day of December, 2015, by and between Soil Preparation, Inc. of Plymouth, County of Penobscot, State of Maine, hereinafter referred to as the "Facility," and City of Belfast, County of Waldo, State of Maine, acting through its duly elected Town Council, hereinafter referred to as the "Customer".

Title 38 Maine Revised Statutes Annotated § 1304 governs the land application and composting of municipal and industrial sludge and residuals. As required by the aforementioned statute, the Maine Board of Environmental Protection has adopted Chapter 400, "General Provisions" specifically Chapter 409, "Processing Facilities" and, Chapter 419, "Agronomic Utilization of Residuals". Both the statute and rules are incorporated herein by reference.

NOW THEREFORE,

The Customer chooses to deliver biosolids to a Maine Department of Environmental Protection (DEP) approved site for these materials; and

The Facility warrants it is licensed by the DEP as a Type III – "Advanced Alkaline Stabilization with Subsequent Accelerated Drying (AASSAD)" multi-processing facility, and is otherwise licensed and permitted by state and local authorities such that it can lawfully fulfill the terms of this Contract.

For consideration given by the Customer and the Facility,

#### **The Facility agrees to:**

1. Provide to the Customer capacity at the Facility of up to 1,200 wet tons annually of biosolids sludge cake, limited to those generated from the City of Belfast Wastewater Treatment Plant, during the term of this agreement. Exceedences of this tonnage will be at the same quoted price per ton and adjusted annually per the agreement.
2. Provide to the Customer, if so requested, transportation services of all biosolids, generated by the customer, via a 30 cubic yard watertight roll-off container, for delivery to the SPI facility. Each container shall have an eighteen (18) ton maximum load capacity. Customer will be notified of any containers exceeding the maximum tonnage. Container pick-up will be made during the customer's regular business hours, unless other mutually satisfactory arrangements are made twenty-four (24) hours in advance. A roll-off container will be maintained at the Customers facility at all times during the term of the agreement if this option is used. Title to and responsibility for the biosolids will pass to the facility at such time as the facility removes the containers from the customer's place of business placed at the City of Belfast Wastewater Treatment Plant and transportation of biosolids by truck in quantities of approximately 18 tons to Facility on a prearranged schedule, if the City of Belfast requests this service.
3. Receive only those sludge and residuals (biosolids) that conform to the parameters applied in Chapter 419 for Type III processing facilities, and/or any current DEP Regulations, and permitted for use at the Facility.
4. Comply with all laws, regulations and permits applicable to the use and operation of the

Facility.

5. Provide to the customer complete copies of all permits and approvals applicable to the use and operation of the facility.
6. So long as the Customer's biosolids are acceptable for processing at the facility's multi-processing facility, provide Customer with a backup contingency plan for the disposal of the customer's biosolids in the event that the facility is not able for any reason to accept the Customer's biosolids. Further, if the Facility's processing facility is not available for any reason, put the back-up contingency plan into effect and continue accepting Customer's biosolids. Customer's fee will not change as a result of the use of the back-up contingency plan, and any additional costs incurred to dispose of the Customer's biosolids by use of the back-up contingency plan shall be paid by the facility.
7. Assist the Customer with a contingency plan for disposing of the Customer's biosolids if the biosolids do not meet the Maine Department of Environmental Protection's quality requirement for composting. Any costs incurred to dispose of the biosolids that do not meet DEP requirements shall be paid by the customer.
8. Be open to receive sludge and residuals (biosolids) from the Customer Monday through Saturday, 7:00 a.m. to 4:00 p.m. unless other mutually satisfactory arrangements are made ten (10) working days in advance.

**The Customer agrees to:**

1. Provide Facility a completed set of documents required by the DEP regarding the biosolids and/or the Customer's facilities, and as required by the Facility's Maine DEP license (5-020592) in a timely manner and provide Facility any information regarding known, suspected or planned changes in the quantity, characteristics, conditions and/or composition of its biosolids.
2. Provide Facility with twenty-four (24) hours' notice before entering Facility.
3. Not to exceed a total annual volume of 1,200 wet tons with a minimum 14% solids concentration.
4. Pay the Facility the sum of one hundred seventy-two dollars and thirty-four cents (\$172.34) per month for the container.
5. Pay the Facility the sum of two hundred fifty-one dollars and eighty-five cents (\$251.85) per trip for transporting biosolids from Belfast Wastewater Treatment Plant to Facility. There will be a Fuel Surcharge added to each invoice to off-set fluctuating cost of fuel. The fuel charge is based on a percentage of the weekly retail pricing published by the Department of Energy using the New England Regional Averages. Diesel Fuel prices are published weekly by the Department of Energy and may be obtained by call (202) 586-6966 or on line at [www.eia.doe.com](http://www.eia.doe.com). The Fuel Surcharge Schedule will become part of this agreement and will be updated annually as Exhibit A. See attached Exhibit A for 2016.
6. Pay the Facility the sum of sixty-one dollars and sixty-six cents per wet ton (\$61.66)/wet ton) for each wet ton delivered to the Facility. **Should Belfast decide to self deliver sludge to the SPI facility in**

their container, this will be the only fee associated with the sludge delivery payable to SPI per terms enclosed.

7. An adjustment on container, transportation and tip fee that will occur on January 1, 2016 of 3.5%. Annually thereafter, the adjustment will be based on the percentage increase in the Consumer Price Index (CPI-W) for Urban Wage earners and Clerical Workers for the U.C. City Average, published by the United States Department of labor, Bureau of Labor Statistics, as of the second month prior to the adjustment. If this index is discontinued or not published, an equivalent price adjustment index will be used. In the event that the CPI-W is less than 3%, then the annual adjustment will be 3%. In the event that the CPI-W is greater than 5%, then the annual adjustment will be 5%.
8. Reimburse the facility for any additional testing and/or special handling expenses resulting from analytical parameters of the biosolids delivered by the Customer, such testing and/or special handling will only be as required by the DEP.
9. Make payments due to Facility on the monthly invoice within thirty (30) days from date of invoice. Invoice and payment will be based on determination of the volume of biosolids removed from Belfast Wastewater Treatment Plant during the month in question, transportation charges for delivery of biosolids to facility and the monthly container rental. Any surcharges and/or incentive reductions will be reconciled every six months and will be billed on a separate invoice.

#### **ASSIGNMENT AND SUBCONTRACTORS**

This Agreement is assignable only with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment by operation of law.

Facility may subcontract any of the services covered by this agreement. No such subcontract shall operate to relieve Facility of its responsibilities under the agreement.

#### **ENTIRE AGREEMENT •**

This Agreement constitutes the entire Agreement between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

#### **GOVERNING LAW**

This Agreement shall be governed in accordance with the laws of the State of Maine.

#### **SEPARABILITY CLAUSE**

If any provision or a portion of this Agreement or application thereof to any party hereto shall be held invalid, then the remainder of this Agreement or the remainder of such provision and the application thereof to any parties hereto shall not be thereby affected.

#### **INDEMNIFICATION**

The Customer shall indemnify and forever hold harmless the "Facility", its officers, directors, agents and employees from and against all liabilities, claims, penalties, suits and cost and expenses incident thereto (including, but not limited to, costs of defense and settlement and reasonable attorney's fees), which the Facility may hereinafter incur, become responsible for or pay as a result of death or harm to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of governmental laws, rules, regulations, orders or other requirements to the extent caused by the negligent act or omission on the part of the Customer or any of its officers, directors, agents and employees, or Customer's generation of biosolids which do not conform to the parameters applied in Chapter 419 for Type III processing facilities.

NOTICES

Notices of conditions or situations affecting services hereunder shall be given in writing between the City Manager of Belfast and Vice President of Soil Preparation, Inc. at their respective addresses shown below, either by personal delivery or certified mail, return receipt requested.

AMENDMENT AND WAIVER

This Agreement may be amended from time to time only in writing signed by the parties to this Agreement at the time of such amendments. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provisions nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

TERM

This Agreement shall cover the period from January 1, 2016 to December 31, 2021 and ninety days prior to the expiration date, the term of this agreement may be extended by mutual agreement for up to five additional years.

IN WITNESS WHEREOF, we have set our hands and seals to the foregoing instrument.

Soil Preparation, Inc.  
P.O. Box 158  
Plymouth, ME 04969

By: \_\_\_\_\_  
Philip E. McCarthy  
Its President

City of Belfast  
131 Church St.  
Belfast ME 04915

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its City Manager

**Price Addendum**

**Fuel Surcharge**

City of Belfast

For

**Transportation of Biosolids**

**Fuel Surcharge:**

Fuel Adjustment Trigger point: \$2.00

Index: U.S. Energy Information Administration Index of U.S. On-Highway Diesel Fuel Prices; New England Region (or if such index is discontinued, an equivalent index updated at least weekly by U.S. government sources).

Fuel Adjustment Surcharge: 1% increase in revenue for the portion of the per-gallon Service Charge allocable to transportation for each whole \$0.05 per gallon increase in the Index

Service Charge allocable to transportation:

Fuel Surcharge = (US NE Index – Fuel Trigger) / .05 \* Revenue \* 1%

10.M

Back

## Poverty Abatements

(from *Maine Townsman*, February 1991)

by Geoffrey Herman, MMA Paralegal

The sliding economy, rising property taxes, and ever-tightening bank credit are forcing more and more people to apply to the municipal officers for poverty abatements.

The law governing the poverty abatement process (36 MRSA §841(2)) is short and to the point. The first sentence of that law contains the entire standard by which eligibility for a poverty abatement is determined. Proceeding from that opening sentence there follow only 7 points of application procedure.

To look at the law, the determination of an applicant's eligibility for a poverty abatement might appear to be quite a simple task, but it isn't. Because the brief poverty abatement statute offers the municipal officers very little in the way of guidance, we must turn for direction to pertinent court cases and a General Assistance financial analysis.

### Poverty Abatement Law

36 MRSA §841(2) permits the municipal officers on their own knowledge, and requires the municipal officers on written application, to

"make such abatements as they believe reasonable on the real and personal taxes on all persons who, by reason of infirmity or poverty, are in their judgment unable to contribute to the public charges."

This "reasonable" evaluation represents the entire standard of eligibility as required by statute. The underlying purpose of the poverty abatement law is not expressed in the statute. It is stated, instead, in a Maine Supreme Court decision, *Macaro v. Town of Windham*, 468 A.2d 604 (Me.1983). The Law Court closed that decision with the observation that

"The obvious purpose of 36 MRSA §841(2) is to prevent towns from forcing the sale of property in order to collect taxes from those otherwise unable to pay."

The procedural requirements of the law are as follows:

—All persons who have indicated an inability to pay all or part of their property taxes must be informed of their right to apply for a poverty abatement. The formal method of ensuring compliance with this requirement is to include a statement declaring the taxpayer's right to apply for a poverty abatement on all 30-day notices served on delinquent taxpayers prior to filing tax liens. This does not mean that a tax lien must be filed before a poverty abatement can be considered. An applicant may apply for a poverty abatement whenever he or she owes taxes to the municipality, from the date the tax bill is received to 3 years from the date of that tax commitment. The 3-year limitation can be extended by the municipal officers.

—The municipality must prepare and make available poverty abatement application forms. These application forms must include a statement that the municipal officers will issue a

written decision to the applicant within 30 days of the date of application.

—The municipal officers must ensure that individuals receive the assistance necessary to file an application. The requirement that municipal assistance be provided when preparing an application does not alter or lessen the applicant's burden of proof. The petitioners for a poverty abatement have the burden of proving that they were unable to contribute to the public charge. *Joyce v. Town of Lyman*, 565 A.2d 90 (Me. 1989).

—The entire hearing and deliberation process regarding a poverty abatement application must be conducted by the municipal officers in executive session, and all application documentation and decision paperwork must be treated as confidential. A full discussion of the confidential nature of the poverty abatement procedure is found below.

—A written decision on the poverty abatement request must be issued to the applicant within 30 days of the date of application. In the past, it was not uncommon for the municipal officers to "table" an abatement decision until the property was ripe for tax lien foreclosure. There is nothing in the poverty abatement law allowing any tabling action, indeed, to the contrary (see § 842). For this reason, the municipal officers should recognize that their responsibility in the process is to carefully evaluate the information presented by the applicant and determine if the applicant has met both (1) his or her burden of proof, and (2) the eligibility standards in the law based on a "reasonable" evaluation. Quite clearly, a denial could be issued if the municipal officers were unable to determine eligibility because the applicant had failed to produce necessary documentation.

That decision must include the specific reason or reasons for the decision. The municipal decision must also explain the right of appeal, the route of appeal, and the appeal procedure. Specifically, the written decision must state that any appeal request must be made within 60 days from the date the municipal officers' decision was issued to the applicant. For municipalities with an established Board of Assessment Review (BAR), the BAR is the route of appeal. For the few municipalities still designated as primary assessing areas, the appeal route is to the State Board of Assessment Review. For all other municipalities, the appeal goes to the County Commissioners.

### **Determining Eligibility**

The standard of eligibility in state law is the inability of the applicant "to contribute to the public charges." The 2 applicable causes of that "inability to contribute" are cited as "infirmity or poverty." From a practical standpoint, the central standard of eligibility for a poverty abatement is simply poverty, and the demonstration of "infirmity" is only helpful to the extent it throws light on the reasons behind the household's economic situation. Along the same lines, in the absence of illness or disability or any other obvious factor causing the applicant's impoverishment, the municipal officers may seek to ascertain not only if the applicant is impoverished but also why. At least 2 decisions recently handed down by Maine courts indicate that the analysis of "inability" can go beyond a simple financial analysis to include as well a review of all the circumstances surrounding or causing the poverty.

**Non-residential property.** An initial question concerning eligibility concerns nonresidential properties. The poverty abatement statute does not expressly limit eligibility to residential property owners only. As declared in *Macaro v. Windham (above)*, neither

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SUBCHAPTER 8  
 ABATEMENT

RICKIE  
 FILE

§841. Abatement procedures

**1. Error or mistake.** The assessors, either upon written application filed within 185 days from commitment stating the grounds for an abatement or on their own initiative within one year from commitment, may make such reasonable abatement as they consider proper to correct any illegality, error or irregularity in assessment, provided that the taxpayer has complied with section 706.

The municipal officers, either upon written application filed after one year but within 3 years from commitment stating the grounds for an abatement or on their own initiative within that time period, may make such reasonable abatement as they consider proper to correct any illegality, error or irregularity in assessment, provided the taxpayer has complied with section 706. The municipal officers may not grant an abatement to correct an error in the valuation of property.

**2. Infirmary or poverty.** The municipal officers or the State Tax Assessor for the unorganized territory, within 3 years from commitment, may, on their own knowledge or on written application therefor, make such abatements as they believe reasonable on the real and personal taxes on the primary residence of any person who, by reason of infirmity or poverty, is in their judgment unable to contribute to the public charges. The municipal officers or the State Tax Assessor for the unorganized territory may extend the 3-year period within which they may make abatements under this subsection.

Municipal officers or the State Tax Assessor for the unorganized territory shall:

- A. Provide that any person indicating an inability to pay all or part of taxes that have been assessed because of poverty or infirmity be informed of the right to make application under this subsection;
- B. Assist individuals in making application for abatement;
- C. Make available application forms for requesting an abatement based on poverty or infirmity and provide that those forms contain notice that a written decision will be made within 30 days of the date of application;
- D. Provide that persons are given the opportunity to apply for an abatement during normal business hours;
- E. Provide that all applications, information submitted in support of the application, files and communications relating to an application for abatement and the determination on the application for abatement are confidential. Hearings and proceedings held pursuant to this subsection must be in executive session;
- F. Provide to any person applying for abatement under this subsection, notice in writing of their decision within 30 days of application; and
- G. Provide that any decision made under this subsection include the specific reason or reasons for the decision and inform the applicant of the right to appeal and the procedure for requesting an appeal.

**3. Inability to pay after 2 years.** If after 2 years from the date of assessment a collector is satisfied that a tax upon real or personal property committed to him for collection cannot be collected by reason of the death, absence, poverty, insolvency, bankruptcy or other inability of the person assessed to