



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 19, 2016

7:00 p.m.

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

FROM: Joseph J. Slocum, City Manager

DATE: Friday, January 15, 2016

Agenda Items:

10-A Further discussion on the possibility of the City of Belfast joining the Maine Mayor's Coalition.

We have been asked to consider joining this group of elected officials to act as a lobbying body on state regulations and actions which are damaging to our City and these other municipalities themselves. The cost of membership is \$4,200 per year. We will have a representative of the Coalition and a legal lobbyist for the Coalition at the meeting to further introduce you to the Mayor's Coalition's mission and progress.

10-B Update on the Rail Trail.

We are proposing to sequence the order of the remaining construction of the trail as follows.

1. We want to install a fence along the 50 foot approaches on each side of the Trestle Bridge that will match the appearance of the existing fence on the bridge itself. We do not have final design but we are working on it and we are seeking engineering advice. We plan to drill into the granite retaining walls to support this fence.
2. We want to install 2200 feet of protective fence along various sections, both landside and waterside. There is a near life-size example of it sitting in the Council chambers. I am sending the design for engineering review and bid preparation.
3. We want to buy and have the stone dust material delivered to Upper Bridge and have it tested for quality control. The specification is for the same mix they will use it Acadia National Park.
4. We want to hire a private contractor to use a pavement machine to install the stone dust surface in an even and compacted manner.
5. We want to install appropriate signs, donors benches etc.
6. We will have Public Works install some loam along both edges of the stone dust trail to prevent erosion.

We will put #1 through #5 above out to bid and hope that the budget we have set will have sufficient funds to get the work done. Presently we believe we are \$80,000 short in our fundraising efforts to cover our anticipated expenses. While we would like to get this work done by mid-June it will all depend on available funding, the weather, contractor availability, public works availability and the timing of the committee's approval of final design for the fence that will be drilled into the granite approaches to each side of the Trestle Bridge.

There will still be more to do such as building the parking lot at City Point Railroad and the development and building of restrooms at that facility.

We will continue our discussions with Penobscot McCrum about the possibility of crossing their property. These discussions are temporarily on hold as we work to resolve safety concerns associated with their use of ammonia in their manufacturing processing plant. We do not want any confusion between these issues. I will note that we have made significant positive advancements on all aspects of their use of ammonia over the last four months. This past weekend almost 25 people were trained including Belfast firefighters, a Belfast police officer and representatives of Penobscot McCrum themselves on operations level responses to an ammonia release should we ever have one.

I will have further information on the remaining Rail Trail construction at your meeting, including seeking the Councils approval of a grant application to the Doppelt Family Trail Development Fund for \$50,000.

10-C Request from Maurice and Esther Darres to extend a private road and private utilities in and on an unimproved portion of the Court Street right-of-way.

The physical construction of Court Street stops approximately 250 feet from Salmond Street. The City owns this unimproved 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 the City's undeveloped right-of-way runs 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-D Renewal of 5 year agreement with Soil Preparation for the disposal of sludge from the Waste Water Treatment Plant.

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 Carman, our Superintendent of the Wastewater Facility is fully supportive of this renewal and points out that other facilities simply landfill the waste. There is a memo from Superintendent Carman in your packet which endorses this agreement. He will be at the meeting to answer any questions.

10-E Update on Developing Boathouse fees for Non- Profit entities.

Attached to your packets are new spreadsheets put together by City Council member Mary Mortier. The spreadsheets portray past and current bookings for a variety of nonprofits and attempt to display a comparison between what these entities pay now and what they would pay if the new tiered system that we discussed at last Council meeting were to be adopted. Nonprofits come in every shape, size and function. We are attempting to establish reasonable classifications of these various groups to promote greater fairness and equity. We are also trying to streamline the fee setting process and generate revenues that hopefully will cover our expenses.

10-F Update on some construction issues related to the Front Street Reconstruction project.

In your packet is a memo from Wayne Marshall identifying certain construction elements that he needs some Council input on.

10-G Request to seek reimbursement for cable-television equipment from the Penobscot Down East Cable Television Consortium.

The City belongs to the Consortium and we have accumulated a credit for new equipment with them in the amount of roughly \$11,500. This money can be used to provide upgrades and additional equipment for our broadcast abilities. Our Director of Video Services, Ned Lightner has purchased about \$2100 in new equipment to enhance our abilities. There's a memo from him attached in your packet. We ask for your authorization to apply for full reimbursement of this \$2,100 in cost from the Cable Consortium. The request reimbursement must come from the Council.

10-H Discussion on the fees we charge Swanville to provide fire suppression services.

The Council has discussed increasing these charges in past budget meetings. Last year between the base contract and the actual call related charges the City received the sum of \$26,689 for the service. The Chief would like to continue to supply them with the service and feels that the City financially benefits on both the fire and ambulance side. In your packet is a memo from the Fire Chief, Jim Richards, providing his recommendations. He is presently on a well deserved vacation but I would like to get some feedback on the Council on the Chief's proposals.

10-I Discussion about the possible elimination of some street lights .

There are now two sets of lights on Cross Street. One that hangs overhead from the telephone poles and ones that were recently installed on freestanding colonial style poles. There is also a flood light on a Cross Street telephone pole that may no longer be needed to illuminate the parking lot across the street.

There is an old parking lot light down by the Boathouse that may have become redundant by the installation of the newer Harbor Walk lights.

The illumination from the pole lamp over the stairs going into Steamboat Landing appears to be more intense than the other streetlights around. Can we reduce the lighting on this lamp to match that of the adjacent street and sidewalk lights along Front Street?

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

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 Signing of Council Orders

That's about it for now.

Please remember to register your dogs before Friday January 29th at 5:00 pm or you will be penalized by the State at least \$25 extra.

Winter parking rules are in effect for the downtown parking lots. Any questions please check with the Police Department. Please don't make us tow.

Monday is Martin Luther King Day and City offices will be closed.

The Ad Hoc Harbor Committee looking at the mooring plan for the Outer Harbor and will make a public presentation of their recommendations to City Council at a public meeting at the Hutchinson Center (and on online as soon as we have it) Monday, January 25,

2016 at 6:30 p.m. There will be general summaries of the Plan available at City Hall next week and we will post it on our website as soon as it is ready.

Drive safe, keep warm, look in on someone you haven't seen in a while and please do everything you can at this time of year to shop local. Hopefully, if we don't have it then you won't need it.

**City of Belfast
Consent Agenda
Tuesday, January 19, 2016
Meeting #14**

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 Meanwhile LLC located at 2 Cross St., Belfast, Maine for a renewal Spirituous, Vinous and Malt liquor license.**

Motion to approve a request of the application by Meanwhile LLC located at 2 Cross St., Belfast, Maine for a renewal Spirituous, Vinous and Malt liquor license.

- B. Request to approve a Lunch Wagon License permit application by John Thomson d/b/a The Grinning Dog, LLC located at 29A Belmont Ave., Belfast, Maine, license to expire on December 31, 2016.**

Motion to approve a Lunch Wagon License permit application by John Thomson d/b/a The Grinning Dog, LLC located at 29A Belmont Ave., Belfast, Maine, license to expire on December 31, 2016.

- C. Request to approve an off premises catering permit for Randal & Collins VFW Post #3108 for a fundraiser event located in the rental hall at 34 Field St., Belfast, Maine on January 23, 2016 from 4:00 p.m. to 12:00 a.m.**

Motion to approve an off premises catering permit for Randal & Collins VFW Post #3108 for a fundraiser event located in the rental hall at 34 Field St., Belfast, Maine on January 23, 2016 from 4:00 p.m. to 12:00 a.m.

- D. Request to approve a Facility Use application by the Waldo County YMCA for use of public roads for their 7th Annual Family Triathlon on Saturday, May 21, 2016.**

Motion to approve a Facility Use application by the Waldo County YMCA for use of public roads for their 7th Annual Family Triathlon on Saturday, May 21, 2016.

E. Request from the Fire Chief to confirm Brittany Whittlesey to be a member of the Belfast Ambulance Service as a per-diem paramedic.

Motion to approve the request from the Fire Chief to confirm Brittany Whittlesey to be a member of the Belfast Ambulance Service as a per-diem paramedic.

9.D

MEMORANDUM

January 12, 2016

To: Joseph Slocum, City Manager
Honorable Mayor Ash and Belfast City Council
From: Norman Poirier, Director of Belfast Parks and Recreation Department
Cc: Chief McFadden, Belfast Police Department
Bob Richards, Director, Belfast Public Works

Re: Facility Request Application

The Waldo County YMCA is requesting the use of public roads for their 7th Annual Family Triathlon on Saturday, May 21, 2016. The Waldo YMCA has in past years organized and operated this event in a manner with public safety in mind and at the forefront. As a result of this the Waldo YMCA is working closely with the Belfast Police Department to insure the safety of not only the participants but the general public that may be on the race route or participating as spectators. The YMCA and the Police Department have been meeting on regular basis prior to the event to work on protocol / procedures for the event.

It is the recommendation of the City Department's involved to approve this application contingent on the City's receiving the YMCA's insurance certificate.



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

December 17, 2015

City of Belfast
Amy Flood
131 Church Street
Belfast, Maine 04915

Dear Amy,

The Waldo County YMCA will be hosting its annual Family Triathlon Festival, May 21, 2016.

Our event will begin early Saturday morning with racers arriving and parking at the Waldo County YMCA starting at 6:00 a.m. Overflow parking will take place at the Troy Howard Middle School, Walsh Field and athenahealth lots.

We anticipate more than 150 adults racing, 25 juniors (11-14), 50 children (10 and under), 200 volunteers, and 50-100 spectators.

The swim portion of the race will take place in the YMCA pool. The juniors (11-14) will be the first to bike out from the YMCA for a 3.5 mile loop (map attached). The adults will follow with a 12.2 mile bike (map attached)

The morning races will conclude mid-day with awards and then the kids races will start at the YMCA pool and the biking and running will be done at a closed course at the Troy Howard Middle School.

Along with the races, the YMCA will host a band, playing from 10:00 a.m. - noon, a bounce house, balloon artist, local catering, an EMT on the premises, 200 volunteers. All of the roads will be monitored by local and state police as well as other safety organizations.

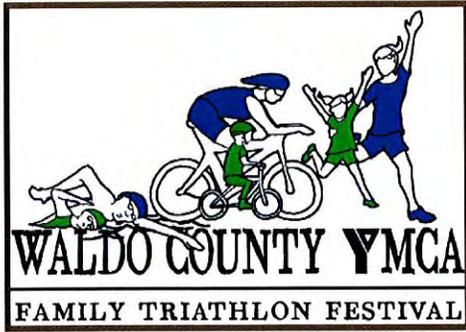
Please contact me if you have any questions or if any further action is necessary on our part.

Sincerely,

Dale Cross
Executive Director

WALDO COUNTY YMCA
157 Lincolnville Avenue
Belfast, Maine 04915
207.338.4598 WWW.WALDOCOUNTYYMCA.ORG
The Waldo County YMCA is a 501(c)(3) Charitable Organization





JUNIOR Triathlon Bike Route

- 0.06 mi Head southwest on Lincolnville Ave toward Boynton Dr
- 0.67 mi Turn right onto Edgcomb Rd
- 0.94 mi Head northwest on Edgcomb Rd toward Pine Hill Dr
- 1.45 mi Head northwest on Edgcomb Rd toward Belmont Ave
- 1.68 mi Turn right onto Belmont Ave
- 2.17 mi Head northeast on Belmont Ave toward Cochran Rd/Crocker Rd
- 2.41 mi Turn right onto Schoodic Dr
- 2.66 mi Head southeast on Schoodic Dr toward Hatley Rd
- 3.01 mi Turn right onto Hatley Rd
- 3.11 mi Turn right to stay on Hatley Rd
- 3.16 mi Head southeast on Hatley Rd toward Lincolnville Ave
- 3.21 mi Turn right onto Lincolnville Ave
- 3.49 mi Turn right



JUNIOR Triathlon Run Route

- 0 mi Head northeast on Lincolnville Ave
- 0.02 mi Head northeast on Lincolnville Ave toward Hatley Rd
- 0.23 mi Head northeast on Lincolnville Ave toward Hatley Rd
- 0.23 mi Turn left onto Hatley Rd
- 0.33 mi Turn left to stay on Hatley Rd
- 0.44 mi Turn left onto Schoodic Dr
- 0.76 mi Head east on Schoodic Dr
- 0.91 mi Head northeast on Schoodic Dr toward Hatley Rd
- 1.02 mi Turn right onto Hatley Rd
- 1.13 mi Turn right to stay on Hatley Rd
- 1.16 mi Head southeast on Hatley Rd toward Lincolnville Ave
- 1.23 mi Turn right onto Lincolnville Ave
- 1.32 mi Head southwest on Lincolnville Ave
- 1.51 mi Turn right





YOUTH (Ages 10 & under)
will bike & run at the Troy Howard Middle School



7 & Under: 1 loop

BIKE LOOP

- 7 & Under:** 1 Loop around school
- 8 - 10 Year:** 3 Loops around school



RUN LOOP

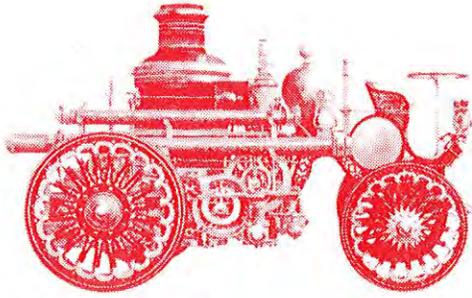
- 7 & Under:**
1 Loop around football field
- 8 - 10 Year:**
1 Loop around Cross Country Course – all grassy surface



The Waldo County YMCA Triathlon Festival

Saturday, May 21, 2016

Triathlon held at the Waldo County YMCA
157 Lincolnville Avenue, Belfast, Maine 04915



9.E

Belfast Fire & Ambulance Department
131 Church Street • Belfast, Maine 04915
Phone 338-3362

January 12, 2016

To: Joe Slocum
City Manager

From: Jim Richards, Chief
Belfast Fire & Ambulance

Reference: Per-diem Paramedic

I submit to you, for your confirmation, the name of Brittany Whittlesey to be a member of the Belfast Ambulance Service as a per diem Paramedic.

Brittany resides in Winterport and is a member of the Winterport Ambulance Service. She will be called in to fill Paramedic positions for vacations and Holidays if available.

If you have any questions or concerns please contact me at the Fire Station.

Thank you

Jim Richards, Chief
Belfast Fire & Ambulance

Rickmond K. McCarthy
rmccarthy@eatonpeabodyconsulting.com



10)A

77 Sewall Street, Suite 3000
P.O. Box 5249, Augusta, Maine 04332-5249
Telephone 207-622-9820
Fax 207-622-9732
eatonpeabodyconsulting.com

Memorandum

To: Mayors' Coalition
From: Rick McCarthy
Date: December 8, 2015
Re: Work Plan and Budget for 2016

This memo sets forth a proposed Work Plan and Budget for the Mayors' Coalition for 2016. I anticipate discussing and amending this plan during our meeting on Friday, December 11th, which will be from 9:30-11:00 at the Augusta City Hall.

Proposed 2016 Work Plan

The Coalition was formed in 2012 and includes the Mayors of nine Maine communities. The purpose of the Coalition is to advocate for state policies that will grow Maine's economy statewide by providing the infrastructure, skilled workforce, and reasonable tax rates necessary to support such growth. The Coalition brings together the Mayors of Augusta, Bangor, Brewer (our newest member), Biddeford, Lewiston, Portland, Saco, Sanford, and Westbrook. This is a bi-partisan group that represents municipalities with a combined population of just over 240,000.

Legislative Advocacy

The Coalition will monitor and testify on a variety of legislation that impacts Coalition communities. EPCG will flag bills of potential interest to the group and they will be discussed at the regular Coalition meetings. The Coalition has utilized a consensus approach and only takes a position when all members agree.

Major issues for 2016 will likely include:

1. Substance abuse policy, including Rep. Dion's LEAD bill. A legislative initiative combining education, treatment, and enforcement is likely.
2. Approval to spend increases in school subsidy over and above budgeted amounts - LR 2329 sponsored by Sen. Millett
3. Infrastructure investment. An bond package will be considered that may include transportation, broadband, waterfront development, and R&D

4. Bond approval process. Sen. Katz is sponsoring LR 2130 that will streamline the bonding process.
5. County jail funding. Last year's legislation did not resolve this issue and it will be considered again.
6. School funding formula. Carry over legislation could provide an opportunity to address Title I and other issues. Some proposals will help coalition communities, others (like eliminating the regional adjustment for teacher salaries) could hurt.

Meeting with the Congressional Delegations

The Coalition will meet with a representative of each Congressional office at least once during the year. The Coalition has developed a list of issues where federal action, or lack thereof, impacts our communities. These include immigration, regulation of surface waters, transportation, including transit, water/wastewater infrastructure, housing, and economic development.

Meeting with Administrative Officials

In the past year, the Coalition met with a number of administration officials, including the Commissioners of Labor, HHS, DEP, and DECD. With the exception of the DEP meeting, not a lot came from those meetings. We should consider doing similar outreach in the coming year, but with a specific issue or policy in mind. For example, it might make sense to meet with Commissioner of Public Safety John Morris.

Meeting with Representatives of the Maine Opiate Initiative

The Coalition should continue to monitor and support this effort in follow-up to our meeting with Dan Perry from the US Attorney's Office in November.

Meeting with Other Advocacy Groups with Common Interests

The Coalition should make connections with other groups that have similar interests. A number come to mind. Nancy Grant of the Maine Bicycle Coalition would like to meet with the group, as would Peter Morelli of AARP's Age Friendly Communities Program.

Collaboration Among Coalition Communities

We should continue to seek opportunities to work together. We are presently working on substance abuse issues. There are other opportunities out there. One option we've discussed is a concerted effort to encourage college students from Maine schools to stay here in Maine.

Education during the 2016 Campaign

The Coalition should have a voice during the 2016 fall elections. Approaches could include support for bonds or highlighting issues of importance to set the stage for legislation in 2017. We may want to update the position paper released in early 2015.

Meeting Schedule

We anticipate bi-monthly meetings during the Legislative Session (January to April) and once a month meetings for the remainder of the year. A tentative schedule is attached to this memo.

Budget

The Budget assumes more work during the Legislative Session than out of it. Accordingly, the fee is higher during months of the Legislative session. The monthly fee will be \$4,500 in session, \$2,000 out of session, and \$3,000 a month during preparation for the next session. Those are the same as 2015, but because this is a short session, the total yearly cost will be \$36,000, a bit lower than 2015. It breaks down as follows:

1. \$4,500 per month during the legislative session (January to April)	\$18,000
2. \$2,000 per month during May to October	\$12,000
3. \$3,000 per month during November and December (preparing for 2 nd session)	<u>\$ 6,000</u>
TOTAL	\$36,000

Beyond the \$36,000, EPCG will be reimbursed for lobbyist registration (\$200), travel, and other expenses.

The Coalition currently has nine members. We recommend billing each community \$4,200. That will cover the fees and provide \$1,800 for expenses.

Mayors' Coalition Proposed Meeting Schedule

2016

All meetings on Fridays from 9:30-11:00

January 8

January 29

February 12

February 26

March 11

March 25

April 8

April 22

May 13

June 10

July 8

August 12

September 9

October 14

November 11

December 9



The Mayors' Coalition

Background and Purpose

The Mayors' Coalition on Jobs and Economic Development was formed in 2012 and includes the Mayors of nine Maine communities. The purpose of the Coalition is to advocate for state policies that will grow Maine's economy statewide by providing the infrastructure, skilled workforce, and reasonable tax rates necessary to support such growth. The Coalition brings together the Mayors of Augusta, Bangor, Brewer (our newest member), Biddeford, Lewiston, Portland, Saco, Sanford, and Westbrook. This is a bi-partisan group that represents municipalities with a combined population of just over 240,000.

The Work of the Coalition

The Coalition advances the interest of member communities in three ways: lobbying, joint projects, and collaboration with various partners.

Lobbying

Each year the Coalition participates in the legislative process and advocates for policies that will allow member communities to prosper, including policies that will hold down local property tax rates and support economic growth in our communities. The Coalition has consistently pushed back against Administration attempts to eliminate revenue sharing and reduce the state share of General Assistance (GA), to name two examples. This year the Coalition was central in efforts to reform the general assistance program in a way that benefits most communities, by increasing the state share of GA costs from 50% to 70%.

The Coalition was also supportive of successful efforts to increase workforce development, bond for transportation infrastructure, restore full funding for the Efficiency Maine Trust, and increase K-12 school funding.

Working Together

The Coalition brings together member communities and provides occasions for us to work together. Sometimes it's just communication, such as press conferences on legislative matters or bond issues. Other times it's more collaborative, such as our current effort to bring LEAD to Maine. Lead stands for Law Enforcement Assisted Diversion and is a creative approach to addressing substance abuse related crime.

Collaboration with Various Partners

The power of the Coalition communities together means we can request and receive one-on-one meetings with representatives from a variety of governmental agencies and other entities. In the past year, the Mayors met with representatives from Maine's Congressional Delegation, including a personal meeting with Congresswoman Pingree to discuss the challenges and opportunities presented by asylum seekers. The Coalition has met with DECD Commissioner George Gervais, Department of Labor Commissioner Jeanne Paquette, DHHS Commissioner Mary Mayhew, and DOT Commissioner David Bernhardt. The Coalition met separately with former Maine DEP Commissioner Patricia Aho, as well as Deborah Szaro of USA EPA Region 1 to discuss regulation of surface water. Several legislators also joined us to discuss pending legislation.

Meetings

The Coalition meets monthly (bi-weekly during the legislative session) at Augusta City Hall. Members can participate via phone.

Issues

The Coalition speaks out on a variety of issues. In Fall 2014 we assembled a paper entitled Cities of the Future, which was shared with every legislator and other interested parties. It addresses a variety of topics of concern to the Coalition, including:

Infrastructure

- Broadband
- Transportation
- Transit

Education

- K-12 School Funding
- Quality Instruction
- School Construction
- Workforce Development

Municipal Support

- Revenue Sharing
- General Assistance

When it convenes in January, the Second Regular Session of the Legislature will consider a number of these topics including bonding for transportation and broadband and school construction. Coalition members determine the Agenda before the session and then reviews bills of interest as they are considered during the session.

Cost

In 2016, membership in the Mayors' Coalition cost each member community \$4,200.

AGENDA TOPIC 10.

TO: CITY COUNCIL
FROM: WAYNE E. MARSHALL, CITY PLANNER
DATE: JANUARY 12, 2016
RE: DARRES'S 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 the public road and certain private utilities in the un-built section of the Court Street right-of-way. The Darres's own an existing residence on Lot 149, and the Darres's propose to divide the property into two lots, and to construct a new residence (likely a single family house with an accessory apartment) on the newly created lot (Lot 149-A) 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 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.

I also note that this request was initially scheduled for Council consideration at your meeting of January 5, 2016, however, you chose to table such at my request. I have had additional discussion with Bob Richards, Public Works, and Keith Pooler, Belfast Water District regarding this proposal and I have made changes to the proposed Memorandum of Agreement to reflect their concerns. The Council should rely on information in the proposed Memorandum of Agreement presented at this January 19 meeting rather than the Agreement presented for your meeting of January 5 in considering this request.

BACKGROUND INFORMATION

The City's Court Street right-of-way extends to Salmond Street. The last 240 feet or so of this right-of-way, however, has not been constructed as a City Street. The City also lacks a public sewer extension in 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 public road improvements ended in 2003.

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 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 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 of an extension to the public road, allowing a hammerhead turn-around area on their 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 Court 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 residence (Lot 149), and the second (Lot 149-A) of 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 the un-built section of Court Street. This request requires the Council to grant them the authority to construct 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 public road located within the Court Street right-of-way. The road would be constructed to public road construction standards, and Public Works would maintain the road they construct.
- The extension of a private sewer line, likely a pump line, from Salmond Street to the new house lot (Lot 149-A). The owners would maintain this private line.
- The construction of stormwater management improvements, mostly the installation of a culvert and the construction of an accompanying drainage swale. Public Works would maintain these improvements.
- They can connect to the existing water line that was extended to in 2003 and which provides water service to Lots 148 and 179. Water District maintains this line.
- They may need to install a new utility pole.

I also recommend that the Council grant the Superintendent of 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 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 19 Council meeting and will be available to answer any questions.

**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 Lot 149 (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 Lot 149-A (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, Lot 149-A, the Darres's need to construct an extension to the existing road (street) 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, Lot 149-A. The terms of this Agreement apply solely to the Darres's use of Lot 149-A, as lot 149 (existing residence) has road access and utility services on 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 involves an extension of the existing publicly owned road located within the Court Street right-of-way. The last 120 to 150 feet of Court Street was originally constructed by the owners of a property identified as Map 36, Lot 148 pursuant to terms of a Memorandum of Agreement entered in 2003 between the City and the owners of said lot. The owners of Lot 148 constructed an extension to Court Street in accordance with road construction specifications identified in the above referenced Agreement. In 2005, the City also entered an agreement with the owners of Map 36, Lot 179 (which originally was part of Map 36, Lot 157), to similarly allow their use of the Court Street right-of-way for road access. Post construction of the road to City specifications (by the owners of Lot 148) the City assumed maintenance of the extension to the road.

The Darres's must satisfy the following requirements to use the Court Street right-of-way to provide access to Lot 149-A:

1. The Darres's may access Lot 149-A by extending the existing publicly owned road 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 30 feet beyond the southerly edge 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 publicly 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 30 feet beyond the southerly edge of the private driveway to Lot 149-A is to create a hammerhead turn-around area (reference 4 below).
2. Construction of the road must satisfy the following specifications identified in the City Code of Ordinances, Chapter 98, Technical Standards, Section 98-124 and 125, a copy of which is available from the Code and Planning Department:
 - The travel way of the finished road must be a minimum of 20 feet in width.
 - Aggregate base course of 21 inches (Type C material)
 - Aggregate base course of 3 inches of top gravel (Type A material)
 - The travel way shall be paved with 3 inches of hot bituminous pavement, 2 inches of base (Grade B) and 1 inch of finish pavement (Grade C)
 - 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 the back slopes of the drainage swale shall be 2:1 and shall consist of compacted material.
 - Centerline of the road extension shall be located in the center of the right-of-way to the greatest extent practical.
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. The Darres's shall install a culvert in the driveway to their property that complies with requirements identified by the Superintendent of the Department of Public Works, and shall construct an accompanying drainage swale adjacent to the road that they extend to help manage stormwater and retain existing stormwater management capacity. The drainage swale shall have a side slope of 3:1, a back slope of 2:1, and the bottom of the swale shall be a minimum of 18 inches in width.
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 turnaround area located in the Court Street right of way shall extend 30 feet beyond the southerly end of the driveway that the Darres's construct to serve Lot 149-A. The construction of this extension shall comply with standards identified in paragraph 2 above.

- b. The width of the constructed 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. Construction of this portion of the privately owned and maintained driveway shall comply with standards identified in paragraph 2 above, however, the surface of this section of the private driveway can be either asphalt or gravel.
5. The Darres's shall grant an easement to the City to 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 Lot 149-A, shall grant the City an easement to allow the access identified above. This easement shall be for the portion of their property and driveway that is 30 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, and the proposed driveway to Lot 149-A. 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 – 5 of this section of this Agreement, and prior to the Code Enforcement Officer issuing an occupancy permit for occupancy of the residence on Lot 149-A.

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

The Darres's may use of the Court Street right-of-way to provide sewer service. If they use the right-of-way to provide sewer service, it is subject to them satisfying 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 a 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, at their cost, 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 the sewer line to Lot 149-A.
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 road, sewer, water, stormwater 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 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 an as-built plan that identifies the location and specifications of improvements 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 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

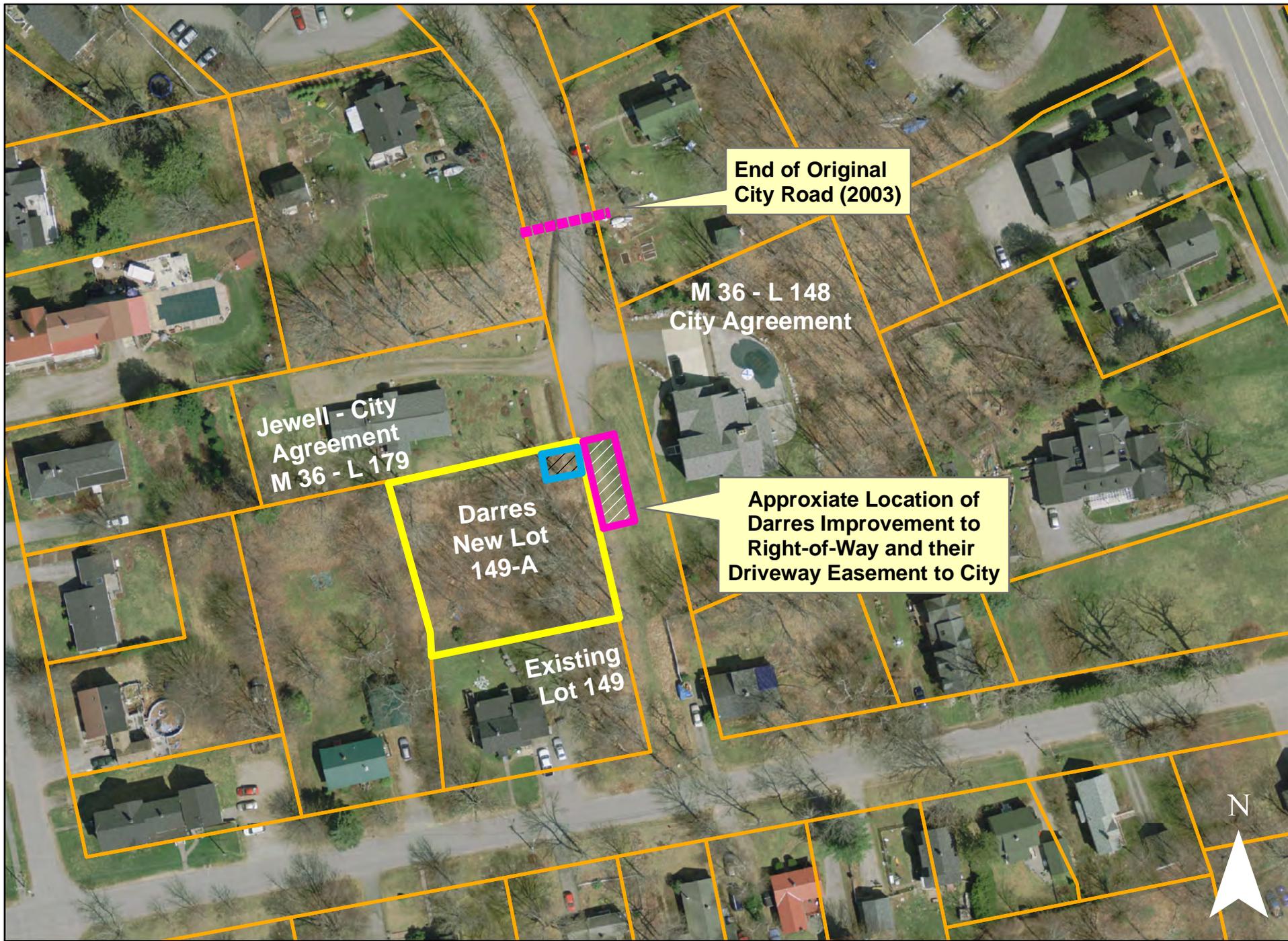
The Darres's shall record this executed Memorandum of Agreement in the Waldo County Registry of Deeds. This Agreement establishes conditions on the use or extension of certain improvements to the Darres's property, Lot 149-A, and these conditions shall be transferable and binding to all heirs, successors 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 -?-, 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

ESTHER & MAURICE DARRES - REQUEST FOR AGREEMENT - COURT STREET LOT



Jewell - City Agreement
M 36 - L 179

Darres
New Lot
149-A

Existing
Lot 149

End of Original
City Road (2003)

M 36 - L 148
City Agreement

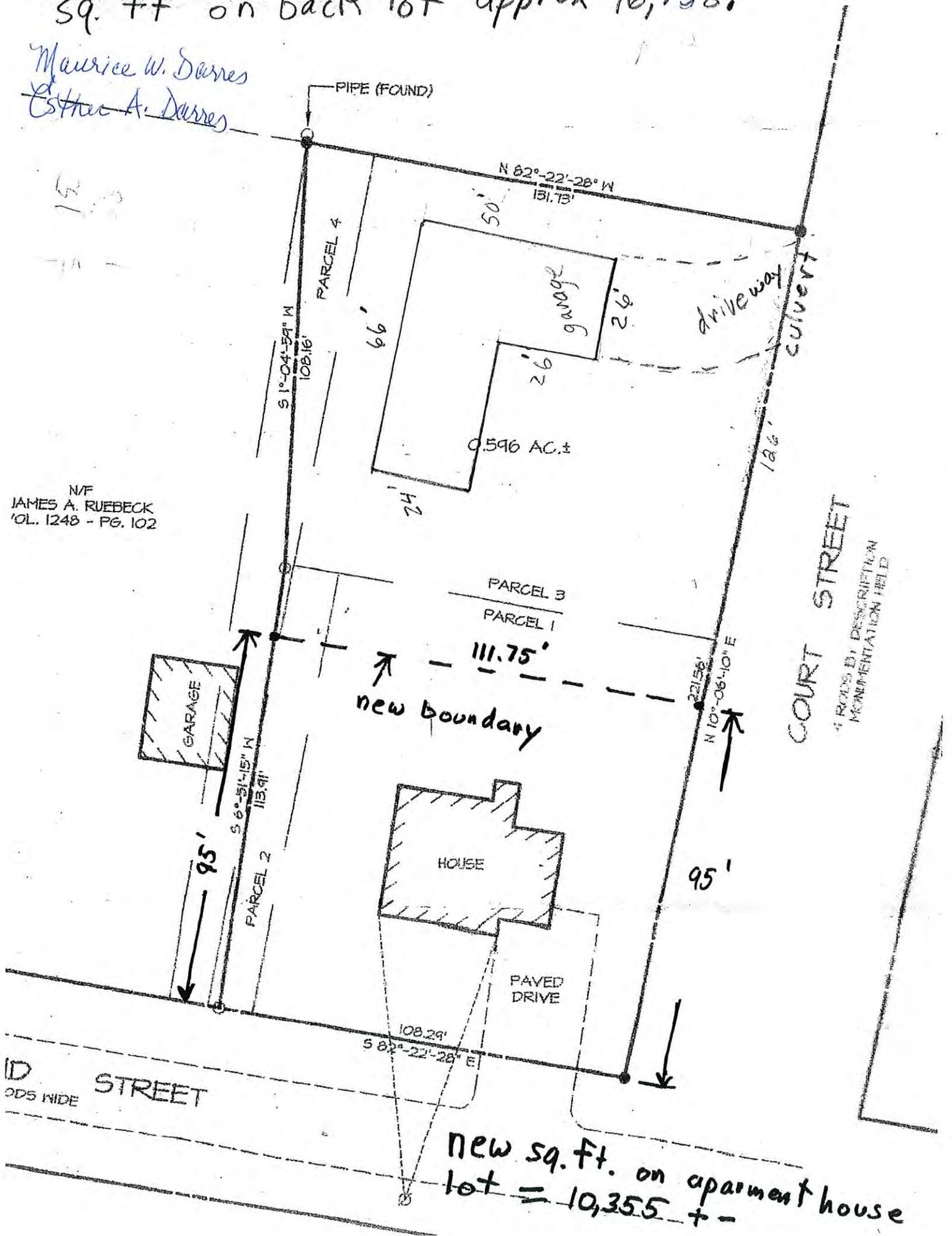
Approximate Location of
Darres Improvement to
Right-of-Way and their
Driveway Easement to City



sq. ft on back lot approx 16,758.

Maurice W. Barnes
Esther A. Barnes

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





**City of
Belfast**

10)D

Joseph Slocum <citymanager@cityofbelfast.org>

Contract for Sludge Disposal

1 message

Jon Carman <joncarman@uninets.net>
To: Joseph Slocum <citymanager@cityofbelfast.org>

Thu, Jan 14, 2016 at 2:37 PM

Joe Slocum, City Manager and City Council:

The City of Belfast has contracted its sludge disposal for 20 years. The first five years with Casella Organics in Unity Plantation and the last fifteen years with Soil Preparation Inc.(SPI) in Plymouth. The reason for the change fifteen years ago was price driven and continues to be price driven.

SPI and Casella Organics are the only two companies processing bulk sludge deliveries in Maine. Based on incremental pricing received for a per ton tip fee, trucking, and container rental from both, SPI is \$9,000.00 less than Casella Organics based on processing 800 tons of sludge per year. I am recommending that the Council approve and authorize signing the new five year contract.

The new contract includes a 50% reduction in the minimum CPI and allows the City to do its own trucking if the City decides that this would be more economical. I will be at the meeting Tuesday night to answer any questions you may have.

Jon Carman, JMC/City of Belfast



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Agreement

Agreement made this 8th day of January, 2016, 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. 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. A Consumer Price Index (CPI-W) adjustment on container, transportation and tip fees, will occur annually on January first of each contract year. 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 1.5%, then the annual adjustment will be 1.5%. 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%

Boathouse Proposals:

MM/JJS 1/5/16

A. 2 Rental seasons to 4 Rental seasons

From: Rental season #1	Prime season	Memorial Day weekend through October
Rental season #2	Off-season	November to Memorial Day weekend
To: Rental Season #1	Low Season	January 1 to March 31
Rental Season #2	Spring Shoulder season	April 1 to Thurs before Memorial day
Rental season #3	Prime High season	Fri Mem. Day Wknd to Mon. Columbus Day
Rental season #4	Fall Shoulder season	Tues Post Columbus Day to Dec 31 st

B. Proposed Fee changes

Rental Season #1 Low Season January 1 to March 31

	Resident	Non Resident
Weekend	1,000	1,600
Weekend Day	150	225
Weekday	100	175

Rental Season #2 Spring Shoulder season April 1 to Thurs before Memorial Day

	Resident	Non Resident
Weekend	1,200 to 1,350	1,740-1,970
Weekend Day	225	300
Weekday	100-115	175-195

Rental season #3 Prime High season Fri Mem. Day Wknd to Mon. Columbus Day Wknd

	Resident	Non- Resident
Weekend	1,600-1,800	2,300-2,900
Weekend Day	None beyond 3 we have now and we encourage to change season	
Weekday	150-175	225-255

Rental season #4 Fall Shoulder season Tues post Columbus Day to Dec 31

Resident	Non Resident
----------	--------------

Weekend	1,200-1,350	1,750-1,970
Weekend Day	225	300
Weekday	100-115	175-195

BOATHOUSE

RENTAL BOOKINGS - REVENUES 2014/2015/2016

Focus = NON-PROFIT FEES

MONTH	NAME ORGANIZATION	DAY OF WEEK	1	2	3	4	5
			PROFIT / NON-PROFIT 2016 CATEGORY #	2014 PAID	2015 PAID	PRE 1/5/16 FEE 2016 BOOKED	NEW FEE 1/5/2016 PROPOSED 2016/2017
LOW JANUARY							
2	1	NEW YEARS BY THE BAY	NP- #2	0	0		*46 - *90 + CL. FEE
3	2	" " " " "	" "				"
4	7	MRC REGIONAL MEET / TRANSFER STATION	TH NP- #1	---	---	N/C	*20.00 + CL. FEE
5	12	BELFAST SCHOOL BOARD	M NP- #1	---	---	---	*20.00 + CL. FEE
6	13	WITHDRAWAL BUDGET ELECTION	T "	"	"	"	"
7	14	" " " "	W "	"	"	"	"
8		CLOSED CLEAN/PAIN/SAVE FUEL					
LOW FEBRUARY							
10		CLOSED CLEANING/PAINTING SAVE HEAT/FUEL					
LOW MARCH							
12	13	PARKS & REC MEET	TH NP- #1	N/C	---	---	*20.00 + CL. FEE
13	18	HOME SCHOOL ANN. PROJECT FAIR	F NP- #2	100.00	100.00		*60.00 + CL. FEE
14	19	(PREV. 27/28 & 23/24)	SA " "	"	"		"
15	23	AGM WINTERPORT DRAGWAY	SU P	75.00	---	---	---
16	24	OTB ANNUAL MEET (PREV. 26th)	TH NP- #1	---	0		*20.00 + CL. FEE
17	27	MARINE PATROL MEET	TH P	175.00	---	---	---
18							
19							
20							
SHOWDOWN APRIL							
22	4	WEDDING	F P	1,200	---	---	---
23	5	"	SA "	"	"	"	"
24	6	"	SU "	"	"	"	"
25	7	"	M "	"	"	"	"
26	9 (1/13)	BOY SCOUTS ANN. AWARDS DINNER	F NP- #2	50.00	50.00		*28.00 + CL. FEE
27	11	FUNERAL RECEPTION	SA P	---	300.00	---	---
28	14	PLAY - PARKS/REC - OLD COMFORT	(M) NP- #1	N/C	---	---	*20 - *40 + CL. FEE
29	20	" 7:30 PM	(SU)				"
30	24	EARTH DAY WALK-PLUS	SU NP- #2	N/C	N/C		*90.00 + CL. FEE
31							
32							
SHOWDOWN MAY							
34	3	KITE BUILDING - PARKS/REC	SAT NP- #1	N/C	---	---	*23.00 + CL. FEE
35	7	FRIENDS OF MIDCOAST ME	TH P	---	150.00	---	---
36	12	MATHEWS BRAS. - DINNER	TU P	---	100.00	---	---
37	13	GARDEN CLUB PLANT SALE	F NP- #1	---	---	---	*45.00 + CL. FEE
38	14	(PREV. 5/16 & 16/17) PART DAY = SA	" "	"	"	"	"
39		(FROM NOVARY M.S. - DANCE 2-12 2015 ONLY AFTER PLANT SALE)	SAT NP- #1	---	N/C	---	*45.00 + CL. FEE
40							

BOATHOUSE

RENTAL BOOKINGS - REVENUES 2014/2015/2016

FOCUS = NON-PROFIT FEES

16 weeks
 High
 (prev. 6 or 7)
 High
 High
 High

MONTH	NAME	DAY	PROFIT/	2014	2015	PRE 1/5/16 FEE	NEW FEE
DAY	ORGANIZATION	OF	NON-PROFIT	PAID	PAID	2016	1/5/2016
		WEEK	2016 CATEGORY			BOOKED	PROPOSED
							2016/2017
MAY							
21	MEETING - CITY	W	NP- #1	N/C	—	—	\$23.00 + CL. FEE
20	WEDDING	F	P	—	—	1,750.00	—
21	"	SA	"	"	"	"	"
22	"	Su	"	"	"	"	"
23	"	M	"	"	"	"	"
29	BROADREACH M.M. PROM FUNDRAISER	F	NP- #2	N/C	N/C	—	* \$90.00 + CL. FEE
30	(prev. 10/11)	SA	"	"	"	—	SHOW UP SEASIDE PRIOR TO MEMPHIS WEEKEND
JUNE							
4	FUNERAL RECEPTION	TH	P	—	100-	—	—
4	UKULELE FESTIVAL PARK/REC	SA	NP- #1	N/C	N/C	—	* \$80.00 + CL. FEE
5	MAINE DEPT. "EP" - TRAINING	TH	P	75.00	—	—	—
5	REHEARSAL DINNER	F	P	—	400.00	—	—
9	CITY ELECTION - SCHOOL	M	NP- #1	N/C	—	—	\$25.00 + CL. FEE
10	" "	T	"	"	"	"	"
11	" "	W	"	"	"	"	"
11	MAINE COMMUNITY FOUNDATION	TH	NP- #2/#4	—	150-	—	\$20.00 + CL. FEE
15	BIKE TREK - AMERICAN LUNG ASSOCIATION	W	NP- #5	1,500.00	1,500.00	1,500.00	1,800.00 + CL. FEE
16	"	TH	"	"	"	"	"
17	(prev. 9 to 16th - \$15-22nd)	F	"	"	"	"	"
18	"	SA	"	"	"	"	"
19	"	Su	"	"	"	"	"
20	"	M	"	"	"	"	"
24	MAINE FARE - FARMLAND TRUST	F	NP- #4	450.00	450.00	—	\$1,440.00 + CL. FEE
25	(prev. 19-22nd & 26-28th)	SA	"	"	"	—	"
26	"	Su	"	"	"	—	"
25	HARBOR MEETING	W	NP- #1	N/C	—	—	* \$35.00 + CL. FEE
28	MAINE COMMUNITY TV (p.m.)	Tu	NP- #1	N/C	75.00	—	* \$35.00 + CL. FEE
JULY							
1	WEDDING	F	P	—	—	2,300	—
2	"	SA	"	"	"	"	"
3	"	Su	"	"	"	"	"
4	"	M	"	"	"	"	"
1	AMERICORPS GRADUATION (p.m.)	W	NP- #2	—	100.00	—	\$70.00 + CL. FEE

BOATHOUSE

RENTAL BOOKINGS - REVENUES 2014/2015/2016

Focus Non-Profit Fees

MONTH	NAME	DAY	PROFIT/	2014	2015	PRE 1/5/16 FEE	NEW FEE
DAY	ORGANIZATION	OF	NON-PROFIT	PAID	PAID	2016	1/5/2016
		WEEK	2016 CATEGORY#			BOOKED	PROPOSED
JULY							
4	RAIN SPACE - PATRIOTIC MUSIC GAZEBO PARK/REL F		NP-#1	n/c	—	—	\$35.00 + CL FEE
6	AMER. RED CROSS - BLOOD DRIVE M		NP-#2	—	100.00	—	\$70.00 + CL FEE
6	OTB - AUCTION - FUNDRAISER W (PREV. 6/26-27 & 7/1-2)		NP-#2	n/c	n/c	—	\$70.00 + CL FEE
7	ISLESBORO TRUST Tu		NP-#2	—	90.00	—	\$70.00 + CL FEE
8	RAIL TO TRAIL MEETING P.M. W		NP-#2	—	100.00	—	\$70.00 + CL FEE
8	PEN BAY CARVE F		P	500.00	500.00	500.00	2017 Full FEE RESIDENT \$1,800.00
9	(PREV. 11-13th \$10-12th) SA		"	"	"	"	
10	" " " SU		"	"	"	"	
14	DOWN EAST YACHT CLUB - DINNER M		P	150.00	—	—	—
14	WEDDING Tu		P	—	500.00	—	—
15	" W		"	"	"	"	"
16	} SUMMER NIGHTS - RAIN STANDBY TH		NP-#1	—	—	—	\$35.00 + CL FEE
17		WEDDING TH		P	150.00	—	—
18	CELTIC FESTIVAL F		NP-#3	500.00	500.00	—	\$70.00 + CL FEE
18	(PREV. 18-20 & 17-19) SA		"	"	"	—	"
19	" " " SU		"	"	"	—	"
20	2016 ART AUCTION / 2015 WEDDING M		P	—	500.00 WED.	300.00 ART AUCTION	—
21	" " " - TU TH		"	"	"	"	"
22	CHAMBER BOAT - P.M. W		NP-#1	—	75.00	—	\$35.00 + CL FEE
23	WEDDING F		P	—	1,600.00	—	—
24	" SA		"	"	"	"	"
25	" SU		"	"	"	"	"
26	" M		"	"	"	"	"
27	FUNERAL CELEBRATION (F.W) SA		P	500.00	—	—	—
28	FUNERAL CELEBRATION (P.M) SU		P	400.00	—	—	—
29	28/30 SUMMER NIGHTS - RAIN PATRS STANDBY/RETH TH		NP-#1	—	—	—	\$35.00 + CL FEE
30	FAMILY REUNION F		P	—	—	1,600.00	—
31	" " SA		"	"	"	"	"
32	" " " SU		"	"	"	"	"
33	2015 WEDDING / 2014 WEDDING F		P	1,500.00	2,300.00	—	—
34	" " 1-3 SA		"	"	"	"	"
35	" " P-SU SU		"	"	"	"	"
36	" " M		"	"	"	"	"

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BOATHOUSE

RENTAL BOOKINGS - REVENUES 2014/2015/2016

FOCUS - NON-PROFIT FEES

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MONTH	NAME	DAY	PROFIT/	2014	2015	PRE 1/5/16 FEE	NEW RES 1/5/2016
DAY	ORGANIZATION	OF WEEK	NON-PROFIT 2016 CATEGORY #	PAID	PAID	2016 BOOKED	PROPOSED 2016
AUGUST							
1	WEDDING 2014	F	P	1,500.00	2,300.00	—	—
2	WEDDING 2015	SA	"	"	"	"	"
3	3 DAYS	SU	"	"	"	"	"
4	SCHOOL BOARD ELECTIONS	TU	NP-#1	—	N/C	—	*35.00 + CL. FEE
5	WEDDING 2016	F	P	—	—	1,600.00	—
6	"	SA	"	"	"	"	"
7	"	SU	"	"	"	"	"
8	"	M	"	"	"	"	"
10	CHAMBER BAN - P.M.	TH	NP-#1	100.00	—	—	*35.00 + CL. FEE
11	ASSESSOR'S CONF - DINNER	TH	NP-#1	—	150.00	—	*35.00 + CL. FEE
12	WEDDING	F	P	1,500.00	2,300.00	—	—
13	"	SA	"	"	"	"	"
14	"	SU	"	"	"	"	"
19	HARBOR FESTIVAL	F	NP-#3	400.00	400.00	—	*720.00 + CL. FEE
20	(PREV. 15-17th & 13th-16th)	SA	" "	"	"	"	"
21	"	SU	" "	"	"	"	"
22	WEDDING	F	P	1,600.00	—	—	—
23	"	SA	"	"	"	"	"
24	"	SU	"	"	"	"	"
25	"	M	"	"	"	"	"
26	CMLT (PREV. 27=Wed)	TU	NP-#2	100.00	100.00	—	*70.00 + CL. FEE
27	BELFAST WATER DISTRICT MEET	TU	NP-#6	75.00	—	—	*35.00 + CL. FEE
28	WALDO COUNTY EXPOS.	TH	NP-#1	100.00	—	—	*35.00 + CL. FEE
29	WEDDING	F	P	1,600.00	—	—	—
30	"	SA	"	"	"	"	"
31	"	SU	"	"	"	"	"
1	"	M	"	"	"	"	"
28	PEACE FESTIVAL	F	NP-#3	—	750.00	—	*720.00 + CL. FEE
29	"	SA	" "	"	"	"	"
30	"	SU	" "	"	"	"	"
31	AMER. RED CROSS - BLOOD DRIVE	M	NP-#2	—	100.00	—	*70.00 + CL. FEE

BOATHOUSE

RENTAL BOOKINGS - REVENUES 2014/2015/2016

Focus - Non-Profit Fees

HIGH

SEPTEMBER

HIGH

SHOULD BE

MONTH	NAME	DAY	PRFIT/ NON-PROFIT	2014 PAID	2015 PAID	PRE 1/5/16 FEE 2016 Booked	NEW FEE 1/5/2016 PROPOSED 2016
DAY	ORGANIZATION	OF WEEK	2016 CATEGORY #				
2	5	WEDDING	F	P	1,500	—	—
3	6	"	SA	"	"	—	"
4	11 (PREV 1-12)	WEINERFEST PARKS/REC	SU	NP-#1	100.00	100.00	*80.00 + CL. REC
5	9	WEDDING } 2 DAYS	F	P	—	1,500	—
6	10	" } cont	SA	"	"	"	"
7	16	WEDDING (2016)	F	P	—	1,600	—
8	17	"	SA	"	"	"	"
9	18	" (PREV. WEDDING 2015 17-21ST ALSO \$1,600)	SU	"	"	"	"
10	19	"	M	"	"	"	"
11	17	COUNCIL MEETING (2014)	W	NP-#1	N/C	—	\$35.00
12	17	WEDDING (2015)	TH	P	—	150.00	—
13	19	WEDDING (2014)	F	P	2,300.00	—	—
14	20	"	SA	"	"	"	"
15	21	"	SU	"	"	"	"
16	22	"	M	"	"	"	"
17	25	WEDDING (2015) / WEDDING (2014)	F	P	1,600	1,150	—
18	26	"	SA	"	"	"	"
19	27	" 26-29th 4 DAYS \$1,600	SU	"	"	"	"
20	30	ST. MARGARET - NEW HOPE WOMEN (PREV. OCT 10/11 & OCT 2/3)	F	NP-#2	300	200	{ 4480.00 + CL. REC
21	1	ST. MARGARET - NEW HOPE WOMEN	SA	NP-#2	"	"	"
22	1	PARKS/REC MEET - SENIORS QUALITY	W	NP-#1	N/C	—	\$35.00 + CL. REC
23	2	WADE COUNTY BUILDING COMMUNITIES FOR CHILDREN	TH	NP-#2	75.00	—	\$70.00 + CL. REC
24	3	VOWS RENEWAL	F	P	600.00	—	—
25	4	"	SA	"	"	"	"
26	4	PIE & STORY FESTIVAL PARKS/REC (PREV. 12th. 04th.)	SU	NP-#1	N/C	N/C	*80.00 + CL. REC
27	6	RECEPTION (2014)	M	P	100.00	—	—
28	8	WEDDING (2015)	TH	P	—	1,350	—
29	9	5 DAYS	F	"	"	"	"
30	10	"	SA	"	"	"	"
31	11	"	SU	"	"	"	"
32	12	"	M	"	"	"	"
33	16	WEDDING (2015)	F	P	—	1,150	—
34	17	"	SA	"	"	"	"
35	18	"	SU	"	"	"	"
36	19	"	M	"	"	"	"

MONTH	NAME	DAY	PROFIT/ NON-PROFIT	2014 PAID	2015 PAID	PRE 1/5/16 RES 2016 BOOKED	NEW RES 1/5/2016 PROPOSED 2016
DAY	ORGANIZATION	OF WEEK	2016 CATEGORY#				
OCTOBER							
23	WEDDING (2015)	F	P	—	600.00	—	—
24	"	SA	"	"	"	"	"
25	WAGGLE TAILS THERAPY DOG EVALUATION	SU	NP #2	—	150.00	—	\$90.00 + CL. RES
28	CHAMBER BAH	W	NP #1	—	100.00	—	\$23.00 + CL. RES
NOVEMBER							
7	CITY ELECTIONS (PREV.)	M	NP #1	N/C	N/C	—	\$23.00 + CL. RES
8	"	Tu	"	"	"	—	"
9	"	W	"	"	"	—	"
10	WINDOW DRESSERS 2016 = 11 days	TH	NP #1	N/C	N/C	—	\$23.00 + CL. RES
11	"	F	"	"	"	—	
12	"	SA	"	"	"	—	
13	"	SU	"	"	"	—	
14	"	M	"	"	"	—	
15	"	TU	"	"	"	—	
16	"	W	"	"	"	—	
17	"	TH	"	"	"	—	
18	"	F	"	"	"	—	
19	"	SA	"	"	"	—	
20	"	SU	"	"	"	—	
27	WEDDING (2015)	F	P	—	500.00	—	—
28	"	SA	"	"	"	"	"
DECEMBER							
8	SWEETSER MEETING (PREV. 8th OR 10th TUES. WED)	TH	NP #2	100.00	100.00	—	\$46.00 + CL. RES
7	TRANSFER STATION MEET (PREV. 12/2/15 - TUES.)	TH	NP #1	—	0	0	\$23.00 + CL. RES
11	WHITCAP XMAS DINNER	F	P	—	200.00	—	—
12/13	HARBOR FESTIVITIES PARKS/RES CHAMBER	SA	NP #1	N/C	N/C	—	\$45.00 + CL. RES
13/14	BAHS CONCERT	SU	NP #1	N/C	N/C	—	\$45.00 + CL. RES
18	REVISION ENERGY HOLIDAY PARTY	F	P	—	175.00	—	—
29	NEW YEARS BY THE BAY	MARKS EVEN YEAR	NP #2	N/C	N/C	—	WHY WHY \$46 - \$90 + CL. RES
30	"	"	"	"	"	"	"
31	"	"	"	"	"	"	"
1st.	"	"	"	"	"	"	"
2nd.	"	"	"	"	"	"	"

AGENDA TOPIC 10.F

TO: MAYOR & CITY COUNCIL
FROM: WAYNE MARSHALL, CITY PLANNER
DATE: JANUARY 15, 2016
RE: FRONT STREET RECONSTRUCTION PROJECT

REQUESTED ACTION

The main purpose of this agenda topic is to provide an update to the Council and the public regarding the status of the Front Street Reconstruction project. That said, I will be seeking direction from the Council regarding how to approach project lighting. The issues I will be addressing in this update include the following:

- 1) Bid Status for the Project;
- 2) Project Funding and Borrowing; and
- 3) Project Work - Including Seeking Further Direction from the Council on Project Lighting.

BACKGROUND INFORMATION ON PROJECT

While the Council is well aware of the Front Street Reconstruction project, I offer the following information to ensure that the public is aware of what is involved with the project.

The Front Street Reconstruction project is a joint project between the City of Belfast and the Belfast Water District that mostly affects the section of Front Street located between Main Street and Peirce Street. The project involves the following major work:

- Installing about 2875 lineal feet of replacement public sewer line;
- Installing about 2450 lineal feet of replacement public water line;
- Installing about 3000 lineal feet of new and replacement public storm drains;
- Reconstructing and repaving about 2100 lineal feet of the road;
- Constructing a new sidewalk and curb that is about 400 feet in length on the northerly side of Front Street, from Main Street to the Front Street Pub;
- Constructing on-street parking spaces; and
- Constructing a 25 car parking lot at the former Clarke and Kaber property that the City purchased that is located at the corner of Peirce and Front Streets.

The City and Water District are using the services of Olver Associates and Dirigo Engineering to prepare engineering and design plans for the project. City representatives met with most abutters to the project in September 2015 to discuss the project, and on December 1st, the Council conducted a public hearing on the project. The City Council and Belfast Water District Trustees, in early December, authorized pursuing funding agency approval of the project and preparing to

pursue bids for project construction. The project is now ready to proceed to bid and the intent is to begin project construction in late April 2016, with most work to be completed by November 2016.

1) BID STATUS OF PROJECT

This project was advertised for bid on Saturday, January 16. We will conduct a pre-bid meeting for potential bidders on Tuesday, January 26, and bids will be due on Tuesday, February 16 at 10:00 am. This bid schedule is consistent with information we have previously provided to the Council. I note that the City received notification from the Economic Development Administration (EDA) on Monday, January 11, that the bid specifications and construction plans and site certification (land ownership) documents that we provided to them on December 13 were sufficient to allow the project to proceed to bid. Similarly, the Belfast Water District was informed that the Maine Drinking Water program fund approved the project going to bid.

February 16 is a regular Council meeting evening. As such, we should be able to provide the Council initial information regarding the bids which were received at that meeting, however, City and Water District personnel will not have had sufficient time to make a recommendation by that evening regarding which bid to approve. As such, we likely will be asking that the Council meet at a special meeting within 5 - 10 days of the time that the bids are opened to approve your recommendation regarding the acceptance of the bids and identification of a preferred bidder. We will be asking for a special meeting so we can minimize the amount of time to identify a preferred bidder and to submit such for consideration by the EDA and Maine Drinking Water program. This recommended approach will better help us to keep the project on schedule.

Post the Council's and District's identification of a preferred bidder, Olver Associates and staff will need to submit the bid results and subsequently prepare a contract with the contractor and to submit such for approval by both the EDA and the Maine Drinking Water program. It likely will take 60 plus days to complete these steps with the EDA, which means that project work can (optimistically) begin in late April or perhaps more realistically in early May.

2) PROJECT FUNDING AND FUND BORROWING

Based on current project construction cost estimates, the total cost to acquire land, prepare project engineering, perform project inspection, and to construct the project is about \$4,100,000. About \$3.5 - \$3.6 million of this estimate is associated with project construction. There are 3 main sources of funding for this project, including:

- \$ 1.9 million in grant funds from the Economic Development Administration (EDA)
- \$ 630,000 in funds from the Belfast Water District, monies which they likely will be obtain through a loan from the Maine Drinking Water program
- About \$ 1.5 in City funds, most of which the Council has proposed to borrow through a 20 year loan (bond) with the Maine Municipal Bond Bank, with the City repaying most of that principal and interest through tax revenues generated through the Downtown Waterfront Tax Increment Financing District.

Assuming that current project construction cost estimates are reasonably accurate (will know more when the bids are opened on February 16th), City staff is estimating that the City will need to borrow between \$1.8 million and \$2 million from the Maine Municipal Bond Bank to help reimburse (pay-off) the cost of a \$1 million short term bond that the City secured in 2015 and to pay the following. I note that some of the short-term bond funds were used to pay the cost of engineering for the Front Street Reconstruction project.

- City share of the Downtown Revitalization project (Cross, Miller and Spring Streets), \$530,000;
- City share of Maskers Brownfields clean-up project, about \$40,000;
- City purchase of portion of Clarke and Kaber property, about \$120,000; and
- City costs associated with this project, about \$1.55 million.

The City is now preparing to submit the bond application to the Maine Municipal Bond Bank. Our application is due on February 17, which means that we will need the Council to vote at your meeting of February 16 regarding the application. While we will not be certain of the amount we need to borrow by that night, we should know if we are in the range of the amount for which the City is currently authorized to borrow; \$2,150,000. The City is in the unusual position of having a bond limit amount identified based on the Council vote on borrowing short-term funds in 2015. In short, we can borrow up to \$2,150,000, and we will have some flexibility post our submission of our application on February 17 to revise that number downward if we choose to borrow less. This flexibility will provide the Council and staff more time to analyze bids and project work and to determine the final amount you want to borrow before the Maine Municipal Bond Bank formally pursue the bond sale in April.

So --- at your meeting of January 19, you do not need to identify a specific amount to borrow. We can use the next month or so to try and fine tune the amount in advance of your February 16 meeting, and post your meeting of February 16 we can work with the Bond Bank to revise that number down from our current borrowing limit of \$2,150,000 if you choose.

3) Project Work

The Council is aware of work to be undertaken as part of this project and most questions have been resolved in the project that is now being bid. There are two issues that I want to further discuss with the Council. One involves project lighting, an issue on which I will be seeking Council direction, and the second involves requirements of the VRAP (Voluntary Response Action Program) permit that the City will be issued by the DEP for this project. The second issue is informational, but you should be aware that requirements of the VRAP permit could affect project costs.

Project Lighting

To date, and based on past discussions with the Council, this project has not involved the installation of lamp posts such as those located along Main Street to provide street lighting. The Council, however, has asked if there are options to install alternative lighting fixtures on the existing CMP wooden poles. I have spoken with Brenda Hendrickson at CMP to discuss

potential options, and I have included a diagram that identifies the limited on-pole options that are currently available.

First, there is no option to install a light on an existing pole that will provide a 'Main Street lamp' style fixture of similar appearance, or height off of the ground. It is my understanding that the only options available are to install a different type of light and fixture to replace the current cobra lights, and that any replacement fixture would need to be located near the top of the pole similar to the existing cobra lights. Continuing, there is currently only one LED option for the pole, however, Ms. Hendrickson stated that CMP may soon gain approval through the Public Utilities Commission to offer an LED option on the radial wave fixture shown on the chart. As any of these lights would be installed by CMP and then leased back to the City for a monthly rental fee, there really is not an upfront project construction cost associated with pursuing either the LED light fixture or the radial wave arm fixture.

Our current cost to lease a cobra style light is between \$10.75 and \$11.45 per month. The cost to lease the LED light option shown on the chart is \$20.42 per month, and Ms. Hendrickson is estimating that the cost to lease the radial wave fixture with an LED light at several more dollars per month than the LED light option.

In short, if there is Council interest in pursuing any of the above options as an alternative to the current cobra lights, my recommendation is that we wait until project construction is completed and to install the preferred lighting option post construction. This will provide the City, including the City Energy Committee, time to further investigate lighting options for City poles and for all to determine how best to proceed.

Although it has not been part of this project to date, if there is any Council interest in installing 'street lamp posts' along all or any portion of Front Street as part of this project, it is the recommendation of Olver Associates and me that the Council identify your interest in doing such, and that we pursue this work post the award of a construction bid by working directly with the selected contractor to identify a cost to do this work. Stated simply, it is too late to now amend the bid package to include this work, and the Council could regroup after bids are received to determine if there are any funds available to even consider doing this work. I am not recommending that the Council decide to use 'street lamp posts', but if you want to consider this option, it would be good to discuss what portion, if any, of the project you would like to consider for using this approach.

Soil Contamination

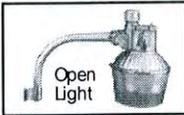
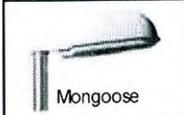
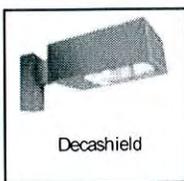
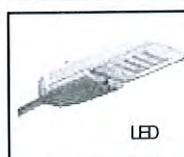
The City did an assessment of Front Street through its Brownsfield program to obtain a VRAP Permit for work to be performed on Front Street. We are now ardently working with the DEP and EPA through Ransom Consulting to finalize terms of the VRAP permit. In short, the terms of this permit could have an impact on project costs. All of the project area will be subject to terms of the VRAP. While we expected to encounter a limited amount of petroleum saturated soils that would have to be disposed of in a special waste landfill, the permit also will establish requirements on how we handle both stained soils and clean soils. Permit requirements could

affect project costs, and we will not fully know the impact of these costs until project construction occurs.

This project will involve the removal of about 13,500 cubic yards of material in the existing road bed. In a very worst case scenario, the cost to dispose of this amount of material in a special waste landfill would be about \$675,000. We do not anticipate approaching this amount, but we are now further considering options to how to dispose of stained (not contaminated) soils on other City properties and we are exploring options at the former landfill on Pitcher Road, land near the airport and even the potential of buying a parcel for the purpose of disposing soils. We will have more definitive information regarding project options for this material at your meeting of February 2. I can discuss further at the January 19 Council meeting.

Outdoor Lighting — Look at the options!

Area and Street Lights

FIXTURE TYPE	LAMP TYPE	LAMP WATTS	RATED LUMENS	COMMENTS
 Open Light	HPS	70	5,670	Great for general lighting needs for business and homes, including roadside businesses and suburban or rural homes and yards.
 Mongoose	HPS	250	25,600	Best for roadways and parking lots, and where light trespass could be a problem. Vecto series can be set back up to 50' from the area being illuminated.
	HPS	400	45,000	
	MH	250	17,000	
	**MH	400	28,800	
 Decashield	*HPS	250	25,600	Good for roadways and areas that are wider than they are long. Underground electric service required. Commonly used for parking and auto lots.
	*HPS	400	45,000	
	**MH	250	17,000	
	MH	400	28,800	
 Flood	HPS	150	14,400	Ideal for parking lots, building security, building façades, storage yards, and other areas needing directional lighting.
	HPS	250	25,600	
	HPS	400	45,000	
	HPS	1000	126,000	
	MH	175	10,500	
	MH	250	17,000	
	MH	400	28,800	
	MH	1000	88,000	
 Outoff Luminaire	HPS	50	3,600	Best for roadways and parking lots, and where light trespass could be a problem.
	HPS	70	5,670	
	HPS	100	8,550	
	HPS	150	14,400	
	HPS	250	25,600	
	HPS	400	45,000	
	MH	175	10,500	
	MH	250	17,000	
	MH	400	28,800	
 LED	LED	50	4,167	High performance energy efficient solution for roadways, off ramps, residential streets and parking lots.

LED Option on Pole

Decorative Options

 Town & Country	HPS	100	8,550	Classic "colonial" design with modern street light performance. Requires underground electric service.
	HPS	150	14,400	
	MH	175	10,500	
 Hallbrook	HPS	70	5,670	Seekly-styled luminaire designed to meet the aesthetic and architectural qualities desired in decorative street and area lighting. Requires underground electric service.
	HPS	100	8,550	
	MH	100	5,850	
	*MH	175	10,500	
 Radial Wave	HPS	50	3,600	The ornamental radial wave fixture recaptures a tradition from decades ago. Note: Ability to attach to standard wood utility pole.
	HPS	70	5,670	
	HPS	100	8,550	
	*HPS	150	14,400	
 Esplanade	HPS	150	14,400	Styling from early in this century, with precision optical system for modern street lighting performance. Seventy watt MH available for a smaller sized pedestrian version of this style. Requires underground electric service. Can be attached to standard wood utility pole.
	HPS	250	25,600	
	MH	70	4,000	
	MH	175	10,500	
	MH	250	17,000	
 Granville	HPS	70	5,670	Combines a distinctive architectural heritage with high-design standards and prismatic light control for maximum efficiency. Available with or without 5" finial. Requires underground electric service.
	HPS	100	8,550	
	HPS	150	14,400	
	MH	70	4,000	
	MH	100	5,850	
	MH	175	10,500	

Pole Option - No LED today

Pole Option - No LED

Outdoor Lighting

Street Lamp Options

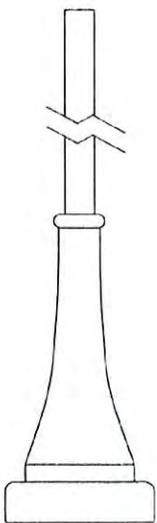
We have a wide variety of outdoor lighting fixture options to choose from. A CMP Key Account Manager can help you select the best lighting fixtures for your needs. Fixture installation and maintenance is included in monthly lease price.

Call 1-800-649-1169 to get in touch with the CMP Key Account Manager for your area.

Which area or street light is right for your application (non-decorative fixtures)?

	Open HPS	Mongoose Vector HPS	Mongoose Vector MH	Mongoose Close In HPS	Mongoose Close In MH	Decashield HPS	Decashield MH	Flood HPS	Flood MH	Cutoff HPS	Cutoff MH	LED
Residential Security	X							X	X	X		X
Commercial Security	X	X	X	X	X			X	X	X	X	X
Roadways	X	X	X	X	X					X	X	X
Parking Lots	X	X	X	X	X	X	X	X	X	X	X	X
Auto Sales Lots			X		X		X		X		X	X
Building Façades		X	X					X	X			
Walkways	X			X	X	X	X			X	X	X
Barnyards	X							X	X			
Outside Rec Areas	X					X	X	X	X			X

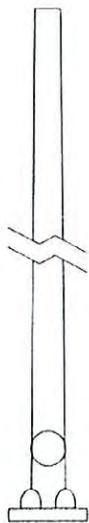
Pole options: We also have a variety of poles to create just the look you desire.



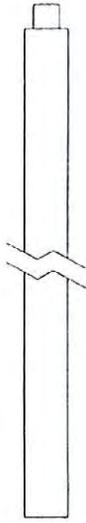
Hallbrook



Salem



Tapered



Laminated

Decorative pole options:

Hallbrook pole (black or dark green), 12', 15', or 18', with or without base cover, single or twin for use with Esplanade or Hallbrook luminaires.

Salem Series aluminum pole (black or dark green), 8', 10', or 12' for use with Granville or Town and Country luminaires.

Basic pole options:

Tapered aluminum pole (black or dark green), 8', 10', or 12' for use with Granville or Town and Country luminaires.

Laminated wood pole, 20' or 36', for use with Town and Country luminaires.



**City of
Belfast**

10)G

Manda Cushman <managersasst@cityofbelfast.org>

Broadcast Equipment purchase reimbursement program

Ned Lightner <ned.lightner@gmail.com>

Thu, Jan 14, 2016 at 5:51 PM

To: Manda Cushman <managersasst@cityofbelfast.org>

The equipment we have purchased include:

a back up power supply with batteries This is part of the equipment rack and will keep the station computers and servers operational with power outages of up to 2 hours. In addition the UPS (uninterrupted power supply) protects equipment from power surges.

The other equipment is a Canon DSLR camera. This camera is a very good quality still camera. Still images are useful for press releases,web and social media an in video productions. This camera also has a great reputation for taking beautiful video.

The other items are storage media which are used in recording city council meetings to later be transferred to our indexing service which makes meetings available for viewing on line within 24 hours.

[Quoted text hidden]

Broadcast Equipment Purchase Agreement reimbursement program

The Penobscot-Downeast Cable Television Consortium (PDCTC) currently funds an equipment reimbursement program. This program allows members to request reimbursement for equipment purchases used in Public Access or Government channel systems, either for remote or studio use.

This program is funded by annual dues paid by each member. The program rules are explained in the 'TV Cable Equipment Reserve Account' document on file with EMDC. Towns may purchase their desired equipment and then submit this form to EMDC with receipt(s), or a municipal Purchase Order, and EMDC will reimburse the Town from the PDCTC account.

The following restrictions apply.

- Membership in the (PDCTC) must be maintained in good standing
- Account money not used may be rolled over to the next year without forfeiture of funds
- Should membership cease claim to all fund monies will be forfeited

All receipts should be submitted with this form. No monies can be distributed prior to purchase.

Municipality

Member Representative (Print)

Member Representative (Signature)

Date

EMDC Administrator

Date



Final Details for Order #105-1597594-8968259
Print this page for your records.

Order Placed: July 15, 2015
Amazon.com order number: 105-1597594-8968259
Seller's order number: 260418
Order Total: \$177.99

Shipped on July 16, 2015

Items Ordered	Price
1 of: APC BR24BPG Back-UPS Pro External Battery Pack For 1500VA Back-UPS Pro models Sold by: HowardStore (seller profile) Condition: New	\$177.99

Shipping Address: Edwin Lightner 93 MAIN ST STE 3 BELFAST, ME 04915-6595 United States	Item(s) Subtotal: \$177.99 Shipping & Handling: \$0.00 ----- Total before tax: \$177.99 Sales Tax: \$0.00 ----- Total for This Shipment: \$177.99 -----
Shipping Speed: Standard	-----

Payment information

Payment Method: Debit Card Last digits: 2804	Item(s) Subtotal: \$177.99 Shipping & Handling: \$0.00 ----- Total before tax: \$177.99 Estimated tax to be collected: \$0.00 ----- Grand Total: \$177.99
Billing address Edwin Lightner 93 MAIN ST STE 3 BELFAST, ME 04915-6595 United States	-----
Credit Card transactions	MasterCard ending in 2804: July 16, 2015: \$177.99

To view the status of your order, return to [Order Summary](#).

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APPROVED FOR PAYMENT
Theresa A. Butler

 AUDITOR CITY OF BELFAST



Final Details for Order #105-9246342-4417032

Print this page for your records.

Order Placed: July 15, 2015

Amazon.com order number: 105-9246342-4417032

Order Total: \$162.50

Shipped on July 15, 2015

Items Ordered

	Price
1 of: APC BR1500G Back-UPS Pro 1500VA 10-outlet Uninterruptible Power Supply (UPS)	\$162.50
Sold by: Amazon.com LLC	

Condition: New

Shipping Address:

Edwin Lightner
93 MAIN ST STE 3
BELFAST, ME 04915-6595
United States

Item(s) Subtotal:	\$162.50
Shipping & Handling:	\$0.00

Total before tax:	\$162.50
Sales Tax:	\$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$162.50

Payment information

Payment Method:

Debit Card | Last digits: 2804

Item(s) Subtotal:	\$162.50
Shipping & Handling:	\$0.00

Billing address

Edwin Lightner
93 MAIN ST STE 3
BELFAST, ME 04915-6595
United States

Total before tax:	\$162.50
Estimated tax to be collected:	\$0.00

Grand Total: \$162.50

Credit Card transactions

MasterCard ending in 2804: July 15, 2015: \$162.50

To view the status of your order, return to [Order Summary](#).

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Final Details for Order #105-0668824-6575409

Print this page for your records.

Order Placed: September 1, 2015

Amazon.com order number: 105-0668824-6575409

Order Total: \$69.92

Shipped on September 2, 2015

Items Ordered

1 of: *Transcend 64GB 400X Compact Flash Memory Card (TS64GCF400)*

Sold by: Amazon.com LLC

Condition: New

Price

\$69.92

Shipping Address:

Edwin Lightner
93 MAIN ST STE 3
BELFAST, ME 04915-6595
United States

Item(s) Subtotal: \$69.92

Shipping & Handling: \$0.00

Total before tax: \$69.92

Sales Tax: \$0.00

Total for This Shipment: \$69.92

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Debit Card | Last digits: 7877

Item(s) Subtotal: \$69.92

Shipping & Handling: \$0.00

Total before tax: \$69.92

Estimated tax to be collected: \$0.00

Grand Total: \$69.92

Billing address

Edwin Lightner
93 MAIN ST STE 3
BELFAST, ME 04915-6595
United States

Credit Card transactions

Visa ending in 7877: September 2, 2015: \$69.92

To view the status of your order, return to [Order Summary](#).

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Final Details for Order #110-7601335-7581046
Print this page for your records.

Order Placed: September 10, 2015
Amazon.com order number: 110-7601335-7581046
Order Total: \$327.00

Shipped on September 11, 2015

Items Ordered

3 of: *WD My Book 3 TB USB 3.0 Hard Drive with Backup*

Sold by: Amazon.com LLC

Condition: New

Price
\$109.00

only 1 purchased for city

Shipping Address:

Edwin Lightner
 93 MAIN ST STE 3
 BELFAST, ME 04915-6595
 United States

Item(s) Subtotal: \$327.00
 Shipping & Handling: \$0.00

Total before tax: \$327.00
 Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$327.00

Payment information

Payment Method:

Debit Card | Last digits: 7877

Item(s) Subtotal: \$327.00
 Shipping & Handling: \$0.00

Billing address

Edwin Lightner
 93 MAIN ST STE 3
 BELFAST, ME 04915-6595
 United States

Total before tax: \$327.00
 Estimated tax to be collected: \$0.00

Grand Total: \$327.00

Credit Card transactions

Visa ending in 7877: September 11, 2015: \$327.00

To view the status of your order, return to [Order Summary](#).

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Final Details for Order #110-5869828-1689824
Print this page for your records.

Order Placed: December 3, 2015
Amazon.com order number: 110-5869828-1689824
Order Total: \$54.99

Shipped on December 5, 2015

Items Ordered	Price
1 of: <i>Transcend 64GB Compact Flash Memory Card 400x (TS64GCF400)</i> Sold by: Amazon.com LLC Condition: New	\$54.99
Shipping Address: Edwin Lightner 93 MAIN ST STE 3 BELFAST, ME 04915-6595 United States	Item(s) Subtotal: \$54.99 Shipping & Handling: \$0.00 ----- Total before tax: \$54.99 Sales Tax: \$0.00 ----- Total for This Shipment: \$54.99 -----
Shipping Speed: Two-Day Shipping	

Payment information

Payment Method: Debit Card Last digits: 2804	Item(s) Subtotal: \$54.99 Shipping & Handling: \$0.00 ----- Total before tax: \$54.99 Estimated tax to be collected: \$0.00 ----- Grand Total: \$54.99
Billing address Edwin Lightner 93 MAIN ST STE 3 BELFAST, ME 04915-6595 United States	
Credit Card transactions	MasterCard ending in 2804: December 5, 2015: \$54.99

To view the status of your order, return to [Order Summary](#).

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Final Details for Order #114-8195567-9429061
Print this page for your records.

Order Placed: December 8, 2015
Amazon.com order number: 114-8195567-9429061
Order Total: \$1,272.97

Shipped on December 9, 2015

Items Ordered

1 of: <i>SanDisk Extreme 32GB SDHC UHS-I/U3 Memory Card, Black (SDSDXNE-032G-GNCIN)</i>	Price \$18.99
Sold by: Amazon.com LLC	
Condition: New	

Shipping Address:

Edwin Lightner
 93 MAIN ST STE 3
 BELFAST, ME 04915-6595
 United States

Item(s) Subtotal:	\$18.99
Shipping & Handling:	\$0.00

Total before tax:	\$18.99
Sales Tax:	\$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$18.99

Shipped on December 9, 2015

Items Ordered

1 of: <i>Wasabi Power Battery (2-Pack) and Charger for Canon LP-E6, LP-E6N and Canon EOS 5D Mark II, EOS 5D Mark III, EOS 5DS, EOS 5DS R, EOS 6D, EOS 7D, EOS 7</i>	Price \$29.99
Sold by: Amazon.com LLC	
Condition: New	

1 of: <i>Canon EOS 70D Digital SLR Camera with 18-135mm STM Lens, CANON</i>	\$1,199.00
Sold by: Amazon.com LLC	
Condition: New	

1 of: <i>AmazonBasics Backpack for SLR/DSLR Cameras and Accessories - Black</i>	\$24.99
Sold by: Amazon.com LLC	
Condition: New	

Shipping Address:

Edwin Lightner
 93 MAIN ST STE 3
 BELFAST, ME 04915-6595
 United States

Item(s) Subtotal:	\$1,253.98
Shipping & Handling:	\$0.00

Total before tax:	\$1,253.98
Sales Tax:	\$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$1,253.98

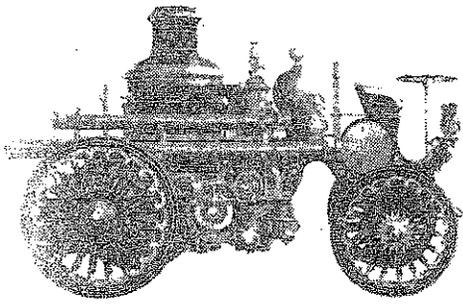
Payment information

Payment Method:		Item(s) Subtotal: \$1,272.97
Debit Card Last digits: 2804		Shipping & Handling: \$0.00

Billing address		Total before tax: \$1,272.97
Edwin Lightner		Estimated tax to be collected: \$0.00
93 MAIN ST STE 3		-----
BELFAST, ME 04915-6595		Grand Total: \$1,272.97
United States		
Credit Card transactions	MasterCard ending in 2804: December 9, 2015: \$1,253.98	
	MasterCard ending in 2804: December 9, 2015: \$18.99	

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10)H

Belfast Fire & Ambulance Department

131 Church Street • Belfast, Maine 04915

Phone 338-3362

Town of Swanville Fire Suppression Costs for 2015
January thru December, 2015

Total calls; 34
Total Hours; 574
Total Fire Trucks responding; 47

Contract for 2015 - 2016 \$14800.00
Total charges for 34 calls; \$11889.00

Total charge for Contract and Fire calls@ \$26689.00

Recommendations;

Increase annual contract from 5 per cent to 10 per cent per year for five years.

Increase charge for each Fire Truck from \$75.00 per truck to \$125.00 per truck.

Increase Firefighter hourly pay from 14.50 to 15.50.

Note;

From the Belfast Fire Station to the furthest distance of any residence in Swanville is 11 miles.

Fire Trucks average approximately 5 miles to the gallon plus pumping time.

10)I

Joe and others,

I have attached information regarding the work completed in April 2014, as directed by the City Council, regarding the lights for the Harbor Walk near Steamboat Landing Park. The Council agreed to remove one pole, LP6, immediately near the stairway, and that was completed. The City also reduced the wattage on most of the lights in this area, except LP7, which is located before you reach the stairs as you are walking toward the boathouse. If folks now believe it is appropriate to similarly reduce the wattage of this light then we can proceed to do so. We have used Mac Electric to do the work on the harbor walk lights; contact Ernie Woodward, 338-4266.

With respect to the lights for the Cross Street project, I agree that we should reduce the redundancy between the overhead (original) CMP street lights and the lights which the City installed on Cross and Miller Streets. I believe this would involve the removal of 4 CMP lights - one at the intersection of Front and Miller, one at the intersection of Cross and Miller, and two along Cross Street.

With respect to the box light on a Cross Street pole located directly across the street from the Cross Street parking lot, I am uncertain if this one should be removed (need to look at it at night) and how critical it is to provide light from this source to the parking lot. I would note that the height of this light on the pole was raised when CMP installed new poles on Cross Street. If the light should remain, perhaps the glare from the light could be reduced by lowering it on the pole (if possible to meet CMP requirements) or by installing cut-offs that better direct the light toward the parking lot and help block glare from the sides. I have a Planning Board meeting tonight and will make a point of looking at the light tonight after the meeting.

Wayne

Bartlett Design
LIGHTING & ELECTRICAL ENGINEERING
942 WASHINGTON STREET BATH, MAINE 04530
TEL (207) 443-5447 FAX (207) 443-5560

MEMORANDUM

DATE: March 26, 2014

PROJECT: Belfast Coastal Walkway
Belfast, Maine
11-0020

REF: Harbor Walk Lighting Revisions

Based on the decisions made at the site lighting inspection held on the evening of March 18, 2014, it is requested that *MAC Electric* submit a cost proposal to implement the following modifications to the recently installed Harbor Walk lighting. The schedule for the work associated with the modifications shall be coordinated with the *City of Belfast*. The proposal should be forwarded to:

Mr. Wayne Marshall, City Planner
131 Church Street
Belfast, Maine 04915

Lighting Poles LP1, LP2, LP3, LP4, LP5, LP8

Replace the LED driver with a modified driver that includes a resistor to provide reduced light output.

Lighting Pole LP6

Remove the existing lighting pole and deliver it to a location specified by the *City of Belfast*. Provide a weatherproof wiring box to be installed on the existing concrete foundation base to facilitate the connection of wiring. The weatherproof box shall be sized to enclose the existing anchor bolts.

Replacement LED drivers will be made available by April 9, 2014. A representative from *Bartlett Design* and from *Holophane Lighting* will be on site during the luminaire modifications to assist.

Bartlett Design

LIGHTING & ELECTRICAL ENGINEERING
942 WASHINGTON STREET BATH, MAINE 04530
TEL (207) 443-5447 FAX (207) 443-5560

PROJECT: Belfast Coastal Walkway
Belfast, Maine
11-0020

DATE: March 26, 2014

