



CITY OF BELFAST

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Belfast, Maine 04915

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City Manager

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MANAGER'S REPORT

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

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

FROM: Joseph J. Slocum, City Manager

DATE: Friday, April 1, 2016

Agenda Items:

10-A Request from the Police Chief to confirm two new Police Officers.

Chief Michael McFadden will be at the meeting to discuss his recommendation to appoint Benjamin I. Kolko and Michael W. Boucher to the Belfast Police Department. We have attached information about these two individuals in your packet for your consideration.

10-B Request from the Harbor Master for authority to further regulate commercial use of the Belfast Public Landing.

Attached in your packet is a multipage memo from Harbor Master Katherine Pickering addressing several agenda items for this meeting.

One of those agenda items has to do with commercial use of Public Landing. There has been an increase in the use of Public Landing by water dependent commercial users. The Harbor Master and the Harbor Committee, after meeting with their insurance consultant, are recommending that the Harbor Master, with advice the City Manager, request any commercial business that is using City landing for commercial purposes other than launching and pulling boats, to name the City of Belfast as an "additional insured" on their insurance policy.

The second part of this agenda item is an additional request to authorize a contract with Belfast Barge to operate a commercial activity at the Landing with a contract fee of \$500 for this next season. The primary commercial activity is to step and unstep mast at the bottom of the launch ramp. This is being recommended by the Harbor Committee because the services are needed on the Harbor and there are very few if any feasible safe locations to do this work elsewhere on the Harbor. The fee that is being recommended is based upon the type and extent of activity being conducted by Belfast Barge. The idea is to pursue an agreement similar to an "Occasional Use Contract" which is also attached in your packet. While the attachments indicate that we have other commercial users of the landing who also step up a mast here and there, it is the extent of this work being done by Belfast Barge, which is the basis for this request.

Please also note that there are multiple pages attached that will be used as guidelines in putting together an updated Occasional Use Contract under our attorney's guiding hand.

10-C Request from the Harbor Master to apply for a grant to install security cameras around the Belfast Public Landing, dock, launch ramp and fuel system areas.

Because we accept cruise ships, we are designated by the Department of Homeland Security as a low-level security facility. This qualifies us to apply for a security grant. The Harbor Master would like to apply for a grant in the amount of \$25,000 to install security camera's at the waterfront. There is no required match. The initial application is due on April 15th with the final application due on April 25th. The award date will be in September.

10-D Request from the Harbor Master to waive dock fees for the Schooner America for August 10th and August 11th.

The Schooner America is 139 feet long with an 11 foot draft, a 26 foot beam and a 105 foot mast. It is a replica of the first vessel to win the Royal Squadron's 100 Pound Cup

in 1851 which was later called the America's Cup Race. It is touring to promote the 2017 America's Cup Bermuda races and the race's history. It will be available for fundraising and public sails for a fee. The Captain of the Timberwind, who has a contract with the City did not believe it would impact his business to have the schooner here for a couple of days. There is additional information your packet from the Harbor Master on this request.

10-E Update from the Harbor Master on the City's efforts to delineate the Special Anchorage in the Harbor.

The Harbor Committee has been working on this for some time. It provides the Coast Guard with good information on the plotting of various uses in the Harbor which they can place on charts for safety and navigation purposes. It tells boaters what to expect as they are arriving in our Harbor. Attached your packet is a draft map that the Harbor Master will go over with you at the Council Meeting. We will take any comment that anyone has on this draft map, and in the future, we will schedule public hearings to afford greater opportunity for the community to participate in this discussion.

If we don't have the Special Anchorage Designation from the Coast Guard, then every vessel on a mooring is required to display an anchor light at night or in adverse conditions and most of our boats do not do this. This creates a liability concern so we want to get this special Anchorage approved.

10-F Request from the Pedestrian, Biking, and Hiking Committee for the City to pursue safety street signs that remind motorists that State Law requires 3 feet of space while passing a cyclist or a pedestrian.

Attached your packet is a memo from Assistant City Planner Sadie Lloyd outlining the committee's request. The signs are free and the committee has identified areas where those signs should go. Committee chair Glenn Montgomery will be at the meeting to answer any questions you may have.

10-G Request for permission to install an outdoor exercise area for the general public in Belfast City Park.

This is exercise equipment for kids of all ages. The proposal is to install a fitness cluster in the Park itself. Most of the funding for the equipment and installation will come from a \$5,000 grant funds the City acquired through Our Town Belfast. There is an extensive

packet of information attached to this report. The Parks and Recreation Commission decided it was in the best interest of Park users to have an area in the Park dedicated for this purpose rather than spreading out the equipment all over throughout the Park. It would be installed along the upper side of the basketball courts adjacent to the walking path for ease of access by the public. City Parks and Recreation Director Norm Poirier will be at the meeting to answer any questions you may have.

10-H Request from Bike the US for MS to camp out on Heritage Park between May 28th and May 29th.

This is a group of about 20 people who are riding to raise money for multiple sclerosis research and treatment. They will utilize the bathrooms and showers at the at the City Landing. They have done this before without incident. This is recommended by City Parks and Recreation Director Norm Poirier and he will be at the meeting to answer any questions.

10-I Request from Alison Chase for permission to put on a dance performance at Steamboat Landing on Wednesday, July 27 at 6:00 p.m..

Attached to this report is a packet explaining this proposal. Ms. Chase expects 100-150 people and the dance performance will be accompanied by a steel drum band. Parks and Recreation Director Norm Poirier will be available to answer any questions you may have.

10-J Request from City Economic Development Director Thomas Kittredge to have the Council appoint Bryant Richardson to the City's Broadband Committee.

Mr. Richardson is a Belfast resident and was the only person who submitted an application for this position since we had a vacancy toward the end of 2015. The remaining Committee members would enjoy having Mr. Richardson join the Committee.

10-K Request from City Treasurer for one of the members the Council to sign the auditor's management letter.

This management letter is a declaration that the financial statements and or presentations made to the auditor were sufficient and appropriate and without omission

of material facts to the best of managements knowledge. The City Manager will also be signing this letter.

10-L Update on the Front Street Project.

City Planner Wayne Marshall will deliver and update in person at the meeting. Since our last meeting I have been contacted by one of the neighbors of the old City Landfill on Pores Mill Road who is concerned the contaminated material is going to be placed on City property adjacent to their property.

I've explained that we do not plan on relocating contaminated material as he perceived. Instead any material that we believed to be contaminated on site will be taken and disposed of at a facility that is licensed to handle such material.

The State's requiring us to either place the material on property we own or to test the material before we reuse it. The cost involved by moving the fill out from underneath the road to a location and testing it load by load would be prohibitively expensive. The character of the material we are moving to the landfill does not leech. Much the same as all the fill along the Harbor Walk and in the old railroad yards it's only danger is to direct physical contact. By simply laying a few inches of material over it is not considered to be harmful. We are primarily talking about coal dust in areas that are contaminated typically smell or have a liquid character. These materials will be removed to a different location to a state licensed facility.

10-M Update on Construction on the Rail Trail.

We are out to bid on certain items. I will provide an oral report and update at the meeting. There is not question that the trail or portions of the trail will be closed for construction during certain periods over the next 2-3 months. Request to go into an Executive Session to discuss a Real Estate matter pursuant to 1 M.R.S.A. 405 (6) C.

10-N Request to go into executive session to discuss a real estate matter pursuant to 1 MRSA 405 (6) C

10-O Signing of Council Orders

That's about it for now. This past week I had a visit from a wonderful woman who lives over on Waldo Avenue. She came in to talk to me about the possibility of putting a crosswalk in front of her home so that she can get to her mail without getting killed. Safely retrieving your electric bill seems like a pretty basic right. We spend a lot of time as the City on big things like budgets and projects and events. We never seem to get enough time to spend on the smaller but nevertheless critically important things- like working together to help people safely walk across a street.

This is a community that has invited its neighbors and indeed the entire rest of the world to come here to live in one or more ways. And the people come, every day. They come to work, to play, to secure needed or wanted services, to shop, to eat and to be elevated and enhanced.

This is also a community that says it wants to lead and be an example. We work to make our world a little cleaner, our people a little healthier, our souls a little more creative, our friends and neighbors a little more loved, our farmers and other small businesses more supported and our places to walk or ride a bike --a little safer.

Unfortunately a crosswalk won't protect anyone from distracted and disrespectful drivers.

If a community wants to lead then everyone in that community needs to help. It takes everyone to set the example. We all need to set the standard for how we drive our vehicles and let the rest of the world learn and see when they visit us, the benefit of our more respectful and accommodating pace. We need to inspire our neighbors and visitors with the notion that the trip is not just getting from there to here and back. Its about what's here and there along the way. One of those great things along the way on Waldo Avenue is a woman who is older and tougher than I am. She is asking all of us to help her and to let her safely cross the road in front of her house. If you know someone who drives regularly up and down Waldo Avenue please ask them to help.

Have a safe and enjoyable weekend and don't forget to shop, eat, share and play local.

I see that the Belfast Rotary is having a pancake breakfast at the Shrine Club on Sunday morning. The proceeds go to support local food pantry's. Sounds like an opportunity.

**City of Belfast
Consent Agenda
Tuesday, April 5, 2016
Meeting #19**

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 Seng Thai Corporation d/b/a Seng Thai Restaurant located at 139 Searsport Avenue, Belfast, Maine for a renewal Malt and Vinous Restaurant license, interior only.**

Motion to approve a request of the application by Seng Thai Corporation d/b/a Seng Thai Restaurant located at 139 Searsport Avenue, Belfast, Maine for a renewal Malt and Vinous Restaurant license, interior only.

- B. Request to approve an application by Holly Savage d/b/a Belfast Farmer's Market located at Waterfall Arts, 256 High Street, Belfast, Maine for a renewal, wine or malt liquor license.**

Motion to approve an application by Holly Savage d/b/a Belfast Farmer's Market located at Waterfall Arts, 256 High Street, Belfast, Maine for a renewal, wine or malt liquor license.

- C. Request to approve an application by Brandon Pierce d/b/a Sweet Frog Premium Frozen Yogurt located at 1 Belmont Avenue, Suite 1G, Belfast, Maine for a new Victualer's license.**

Motion to approve an application by Brandon Pierce d/b/a Sweet Frog Premium Frozen Yogurt located at 1 Belmont Avenue, Suite 1G, Belfast, Maine for a new Victualer's license.

- D. Request to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a retirement party on March 26, 2016 from 4:00 p.m. to 8:00 p.m. at the Waldo County Shrine Club, 20 Northport Ave., Belfast, Maine.**

Motion to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for a retirement party on March 26, 2016 from 4:00 p.m. to 8:00 p.m. at the Waldo County Shrine Club, 20 Northport Ave., Belfast, Maine.

**10. A**

Manda Cushman <managersasst@cityofbelfast.org>

two new hires...

1 message

Michael McFadden <chief@belfastmepd.org>
To: Manda Cushman <managersasst@cityofbelfast.org>

Thu, Mar 31, 2016 at 10:11 AM

Manda,

here is the material you asked for yesterday...

As promised, I'm here again to present two more individuals for your consideration in confirming as Belfast Police Officers. As I've mentioned previously, the Belfast Police Department isn't growing with all of these recent hires, rather we're attempting to achieve a sort of equilibrium in terms of staffing. Within the next 10 months I will need to hire at least three full time officers to replace officers who will be either retiring or have already left for other job opportunities. We're looking for honest, compassionate, smart, hardworking and motivated individuals to fill these positions. It may not come as a huge surprise that nearly every other employer whether in the public or private sector is looking for the same caliber of person to fill their job openings. Finding qualified individuals is a challenge for every police department in the nation in part because there's more competition for high performers. Recently we've experience very good interest in the openings we've posted. About 20 applications have been submitted in the last couple months. We've held two interview processes. We've been impressed with the quality of the applicants and we believe we've decided on the best of the best from them.

Tonight I have Benjamin Kolko and Michael Boucher here for your confirmation. They have both done exceptionally well in their interviews. They both have the required Maine State certifications to be employed as Police Officers. Both of them have worked for other Departments. Mr. Kolko currently works as a part time Officer with the Wiscasset Police Department and Mr. Boucher currently works part time for the Searsport Police Department.

Benjamin Kolko graduated High School at Deering (Portland) in 2003. He attended Roger Williams University and earned his Associates Degree in Criminal Justice there. Mr. Kolko is a former full time member of the U.S. Coast Guard and currently in the U.S. Coast Guard Reserves. Mr. Kolko served the U.S. Coast Guard as a member of their Boarding Crew. This division of the U.S. Coast Guard is highly involved in the investigation of drug smuggling into the country. Mr. Kolko come with recommendations from former employers to include Freeport Police Department and the Wiscasset Police Department.

Michael W. Boucher graduated from Ellsworth High School in 2006, he attended University of Maine at Farmington from 2006 to 2008 majoring Anthropology and Sociology. In 2010 Mr. Boucher received his Maine State Reserve Officer certification and has worked for numerous Police Departments in Maine to include Northport Village Police, Wilton Police Department, Winter Harbor Police Department and Machias Police Department. Calls to these Police Departments during Mr. Boucher's background investigation indicate that he did a good job for these agencies. Perhaps the best acknowledgement of that was they all indicated they would hire him back without hesitation. Beyond his interest in Law Enforcement Mr. Boucher seems to have a desire be involved in his community. In 2010 Mr. Boucher was elected to the Ellsworth City Council where he served for 2

years before moving. Mr. Boucher also has experience as a professional athlete in the sport of race walking.

As with Officer Gormley and Officer Guba who you confirmed in early March, Mr. Kolko and Mr. Boucher have been offered part time employment. They will participate in our Department's Field Training Program and all of the new officers will be observed over the course of the following months. Our full time positions, will be filled based on how well these officers develop here in City of Belfast.

Chief Michael J. McFadden III

Belfast Police Department

112 Church Street

Belfast, Maine 04915

Office: (207) 338-5255

FAX: (207) 338-0258

Dial 911 for all Emergencies

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

March 28, 2016

Memo to Joseph Slocum, City Manager
From Katherine Pickering, Harbor Master

re: Council Agenda April 5, 2016

Items requested:

- 1) Commercial Use of the Belfast Public Landing: Contracts & Fees
- 2) Dept. of Homeland Security Grant application for security cameras at the Public Landing
- 3) Schooner America visit in August
- 4) Special Anchorage Designation for Belfast Harbor

1) Commercial Use of City Landing

Last fall when the Council discussed and approved the Harbor Usage Fees for 2016, the commercial use of the Public Landing was briefly mentioned in that the Harbor Committee wanted to have a discussion later on in the winter regarding insurance, possible fees, and contracts because there was a definite increase in the use of the Public Landing by the water dependant commercial users.

At the regular meeting on March 16, 2016, the Harbor Committee met with Dick Crossman of Allen Agency, one of the City's Insurance providers, to get his advice on situations where the City may consider being named as an additional insured or when a contract may be required from the City. Dick suggested any use outside the normal intended use of the Public Landing may be where the City should require insurance and/or a contract.

An outline listing most current commercial users, fees, and considerations was provided to the Harbor Committee by the Harbor Master and Dick added comments and suggestions to this outline as well as suggested changes to our Occasional Use contract currently used for commercial charter businesses. Both of these documents are attached with Dick's notes, but he does advise we have the City Attorney look over these suggested changes.

Currently there are a couple of businesses that use the Public Landing 'outside the scope of it's intended use', and therefore the City is advised by Allen Agency to be named as an additional insured on their insurance policy, which is fairly standard. Only one operator, Steve Garrand dba Belfast Barge, currently is defined as a business that most likely should have a contract with the City. His primary business is to step and unstep masts from a barge docked at the bottom of the launch ramp for his own customers, as well as for other various marine businesses that operate on the harbor and require his services.

The Harbor Committee approved allowing Belfast Barge to operate at the Public Landing for the following reasons:

- These services are without a doubt needed on the harbor.

- There are very few if any feasible, safe locations or options to do this type of work elsewhere on the harbor and the City should take some part in helping to support the needed water dependant operations on the harbor until other facilities may be available.
- There are many small vessel owners in the harbor as well as several currently active marine businesses that depend on having this service for their customers which in turn supports the harbor.
- It's very important to maintain a diversity of smaller businesses which in turn makes the harbor better for everyone.
- Our harbor ordinance, Chapter 30 Sec. 30-126, clearly addresses the City's intent to provide support for marine related commercial businesses using City facilities in a regulated manner with the public's best interest in mind.
- Belfast Barge has in the past shown they can provide a very responsibly run service with very little if any impact on the regular operations of the Public Landing

The Harbor Committee suggested the City's current Occasional Use Contract can be used for Belfast Barge, with the amendments suggested by Allen Agency and review by the City Attorney. They also recommend to the Council that a seasonal fee of \$500.00 be charged to Belfast Barge for using dock space at the Public Landing in the early spring and late fall, or during times when their operation will not impact the normal use of the Public Landing.

I agree with the Harbor Committee's recommendations to the Council.

I would like request from the Council:

- 1) To allow the Harbor Master, with advice from the City Manger to request from any commercial business using City facilities to name the City of Belfast as an additional insured if appropriate
- 2) Approve a contract for Belfast Barge to operate at the Public Landing this season conditional on review by the City Attorney
- 3) Approve a contract fee for Belfast Barge of \$500,00 for this season, which will be reviewed with the Harbor Usage Fees next fall.

2) Department of Homeland Security (DHHS) Grant

DHHS currently has grant monies of \$100,000,000.00 available to municipalities and other entities that are considered secure facilities. Because the Belfast Public Landing has cruise ships visiting, we are designated by DHHS as a low level secured facility, so we qualify to apply.

I would like to apply for up to \$25,000.00 to install security cameras around the Belfast Public Landing dock, launch ramp, and fuel system areas – which would be considered by DHHS as the areas that may be a concern. No match is required for amounts up to \$25,000.00 and currently I have Seacoast Security – who works with the Belfast PD, looking at providing a quote. The initial grant application is required by April 15th with the final application due April 25th. The award date tentatively is in September 2016.

I am requesting the City Council approves applying for this grant up to \$25,000.00.

3) Schooner America visit August 10th and 11th, 2016

The Schooner America, a replica of the first vessel to win the Royal Squadron's 100 Pound Cup in 1851 – later called the infamous 'America's Cup' race, would like to visit Belfast on August 10 and 11th, departing the 12th. She is touring the east coast this summer to promote the 2017 America's Cup Bermuda races and the race's history.

The vessel is 139' length overall, with an 11' draft and a 26' beam and a mast height of 105'. Quite a large and very beautiful vessel and we are able to accommodate her at the City Landing.

She will be available for fund-raising and public sails for a fee.

I spoke with the Captain of the schooner Timberwind who has a contract with the City and operates from Thompson's Wharf. He did not believe it would impact his business to have the America here for a couple of days.

I would like to request that the Council waive the dock fees for the schooner America for the two nights of their visit, possibly in exchange for a fund raising activity.

4) Special Anchorage Designation Draft Proposal

The Harbor Committee has been working for the past several years to complete a proposal to the US Coast Guard to designate a Special Anchorage in the harbor.

The Special Anchorage designation has been mentioned briefly a few times during our harbor management planning discussions and basically is just another tool for management planning. Specific areas designated or defined by a municipality for mooring fields or other specific uses – such as for anchoring, tell the USCG that the municipality is in fact managing their harbor, but more importantly, they use this information to plot these specific uses on charts for safety and navigational purposes. It tells boaters what to expect as they are arriving to your harbor.

Currently, without a Special Anchorage designation, every vessel even on a mooring is supposed to display an anchor light at night or in adverse weather conditions – and most do not. This is a liability concern if a vessel on a mooring can't be seen and is hit by another vessel.

The USCG encourages municipalities to get as much public input as possible in the process of designating a Special Anchorage. Our proposal is very simple as it defines boundaries that encompasses the mooring field but does not change the current layout of the mooring field or the channel so should not have much if any impact on the current use of the harbor.

I am not requesting any decisions from the Council at this time but am only taking this opportunity to present our proposal. Public hearings will be required for final approval.

Commercial Business Use of the City Landing

Considerations for Discussion

Various Commercial Users & Nature of Business:

Belfast Barge	mast stepping/unstepping, mooring work
Belmont Boatworks	launching, hauling, vessel maintenance/service, mast stepping
Northeast Boat	launching, hauling, vessel maintenance/service
French & Webb	commissioning, mast stepping, service
Traditional Boat	commissioning, service
Holland Boat	commissioning, service
Front St. Shipyard	occasional launching/hauling
Bob Winslow's Dive Serv.	loading/unloading mooring hardware & gear
Neptune Maritime	loading/unloading mooring hardware & gear, picking up new moorings
K&K Enterprises	launching/hauling
Ed Hurlburt	launching/hauling

Various other businesses launch & haul, bring boats in for electrical service, canvas work, etc.

Is prior permission required?

What is the duration of usage at any one time?

What is the frequency of usage by Commercial Businesses?

Does the city charge a fee for use of the City Landing?

Commercial Fees currently required by the City of Belfast:

- Commercial Launch – \$5./in & out, \$250 up to 100 launches/retrieves, \$600 unlimited launches
- Fisherman Hoist: \$50/key
- Cruise Ship dockage: \$2.75/ft/night (regular fee \$3.50/ft 90' and over)
- Charter vessels: \$45/ft/season – May 15 – Oct. 15

Contracts/User Agreements currently required by the City of Belfast

- Contracts required for: charter vessels, cruise ships
- User Agreement required for: fisherman hoist, rental moorings, small vessel storage

Items to Discuss:

- Should Insurance be required and/or City of Belfast named as additional insured?
- Possible user fees?
- Is a contract required/recommended?

Considerations:

- Is the commercial use short term or long term
- Will it affect the summer vessel traffic and regular operations of the City Landing
- Is there equipment which may pose an unusual safety concern
- Importance of supporting the small marine dependant businesses on the harbor

Recommendation:

Harbor Ordinance Reference:

Sec. 30 – 126. Commercial Use of City-Owned Dock, Floats, Launch Ramp and Breakwater

(c) *Contract required.*

(1) *Commercial activities.* No commercial activity meeting the definition of a "concession" or of an "occasional use" under this section may be conducted in the areas described in subsection (b) of this section and depicted on Appendix A, unless the city council has approved a valid concessions contract or *occasional use contract*. Commercial fishing operations, divers, marine support services (such as for the tending of moorings and the fueling or maintenance of vessels) and any other operations not meeting the definitions of "concessions" or "occasional use" are not subject to the requirements of this section 30-126

(1) *Concessions defined.* "Concessions" are defined as all businesses offering for sale to the public goods or services, which advertise or provide information, ticket sales, retail sales, or conduct other such activities within the areas described in subsection (b) and depicted on appendix A. "Concessions" include, but are not limited to sales of food or goods, motorized or non-motorized watercraft rentals, tours, charters, or sightseeing, overnight or fishing trips. This definition shall not apply to any business which operates exclusively from October 15 through May 15.

- (1) *Occasional use defined.* Occasional use of the city-owned dock, launch ramp and breakwater is defined as:
- (a) the commercial operation of a vessel(s) for purposes including but not limited to tours, sightseeing, overnight or fishing trips, or charters (educational, scientific, recreational or otherwise), which meets the following criteria: (?)
 - (b) Commercial activities conducted by businesses or individuals that utilize the City's public waterfront infrastructure in the operation and or execution of those activities.

Any business enterprise that meets the definition of an "Occasional Use" business must complete and comply with an "Occasional Use" contract, (available at City Hall or by request through the Harbor Master)

The contract should include:

- Hold Harmless & Indemnification in favor of the City
- Insurance Requirements:
 - General Liability \$1,000,000/\$2,000,000

Auto Liability \$1,000,000 CSL

Workers Compensations Statutory

- Additional Insured Requirements
- Certificate of Insurance Requirements

Harbor Master's Note:

Although the concessions section in our Harbor Ordinance was written with the charter vessels in mind, I would encourage all Harbor Committee members to read through Section 30-126 to help our discussion. If we determine certain commercial operators might have a contract, we should try to stay consistent with the other contracts we have.

The City Landing is one of the few areas marine related commercial businesses can operate from. The harbor will most likely get busier in the near future and we should do whatever we can to promote and support the working waterfront and public access and help them work together.

I have a call in to Allen Agency, the City's insurance company requesting advice. I haven't heard back from them yet.

MEMORANDUM OF AGREEMENT
Occasional Use Contract -Commercial
AGREEMENT BETWEEN THE CITY OF BELFAST
AND

Business Name: _____

The **City of Belfast** and _____, for valuable consideration given and received, so mutually agree as follows, to wit:

1. Business, shall, for the period between May 15th, 2014 and terminating October 15, 2015 for the period when City owned Piers/Docks/Floats/Ramp or other Marine facilities when floats are available to use or rent; may undertake commercial and private business activities only after approval by and agreement with the City and it's authorized representatives, as witnessed by the signing of this document and compliance by the Business of all requirements contained herein.
2. Description of Business Operations:
3. Start Date: _____ End Date: _____
4. Business Contact Name: _____ Title _____
Cell Phone: _____ E-mail _____
5. Business agrees that the use of any City facilities is subject to oversight and direction of the Harbor Master and compliance with any and all local, state and federal statutes or regulations Failure to comply with these provisions may result in the revocation of this Occasional Use contract:
6. The Harbor Master may refuse the use of facilities if in the sole opinion and discretion of the Harbor Master, weather conditions might create an unreasonable risk of damage to the City's facilities or if there is an issue related to the safety of the public or other users of the facilities.
7. Hours of utilization will not commence before 07:30 AM and will not continue after 06:30 PM except by the permission of the Harbor Master.
8. A fee of \$_____ shall be payable to the City of Belfast by business _____ prior to commencement of the described commercial activities.
9. No signs or other advertising materials shall be placed on the city-owned facilities to market the Business or for any other purpose, nor shall any representative of the business be permitted to use the dock, floats and breakwater for the purposes of advertising, information, ticket sales, or retail sales.
10. Business agrees to indemnify and hold the City of Belfast harmless from any and all claims, demands, of whatever nature, including attorney fees which may arise as a result of said business' use of City facilities. By agreeing to provide the use of said facilities, the City of Belfast does not undertake to monitor, supervise, or in any way be responsible for the safety of the Business's employees or the public as it relates to those activities, nor to 3rd party property damage arising out of the Business activities.

11. Business will name the City as an Additional Insured on their Commercial General Liability policy and cause to be issued a certificate of insurance to the City as evidence of same. This certificate must be received by the City prior to the commencement of the described business activity and on each subsequent renewal of the CGL policy.

12. Business shall at all times maintain and provide evidence of the following insurance:
 - (a) Commercial General Liability with limits of:
 - \$1,000,000 Each occurrence
 - \$2,000,000 Annual aggregate
 - \$1,000,000 each occurrence products and completed operations
 - \$5,000 Medical payments

 - (b) Commercial Auto Liability:
 - \$1,000,000 Combined single limit

 - (c) Workers Compensation State of Maine Statutory Coverage

13. This contract is not assignable in whole or in part without the written consent of the City of Belfast.

14. This agreement may be terminated by the City Council for any major violation or repeated violation of the City's Harbor Ordinance or other ordinances, or failure to follow a directive made by the Harbor Master or by any major violation or repeated violation of any term, condition or provision hereof.

15. Day to day management of this contract shall be by consultation between the Harbor Master of the City of Belfast and the authorized agent(s) of business .

16. This document of two (2) pages includes all the terms of the agreement between the parties. No oral promises, presentations, or statements not contained in this agreement are being relied upon by either of the parties in entering into this agreement.

17. Jurisdiction for any dispute regarding the terms of this agreement shall be in the Waldo County Superior Court; the statutory and common law of the State of Maine shall govern all disputes and court procedures.

18. Business, shall follow all orders of the Harbor Master as authorized by the Harbor Ordinance and Title 38, Section 1et seq., as amended from time to time.

Dated this: _____ day of _____ 2015

Dated: _____

By: _____
 Katherine M. Pickering,
 Harbor Master, City of Belfast

Dated: _____

By: _____

Duly Authorized

MEMO

TO: City Council

FROM: Sadie Lloyd, Assistant Planner

DATE: Wednesday, March 30th, 2016

RE: Information regarding a recent request from the Pedestrian, Biking, and Hiking Committee to allow the Assistant Planner (myself) to make a formal request with Maine DOT for street signs that remind motorists that State law requires the motorist provide cyclists and pedestrians with 3' of space while passing.

ATTACHMENTS: Sign examples and program information

On Tuesday, April 5th, the Pedestrian, Biking, and Hiking (PBH) Committee will be attending your meeting to make a formal request for permission for the Assistant Planner (myself) to formally request new 3-foot passing signs for cyclists and pedestrians from MDOT.

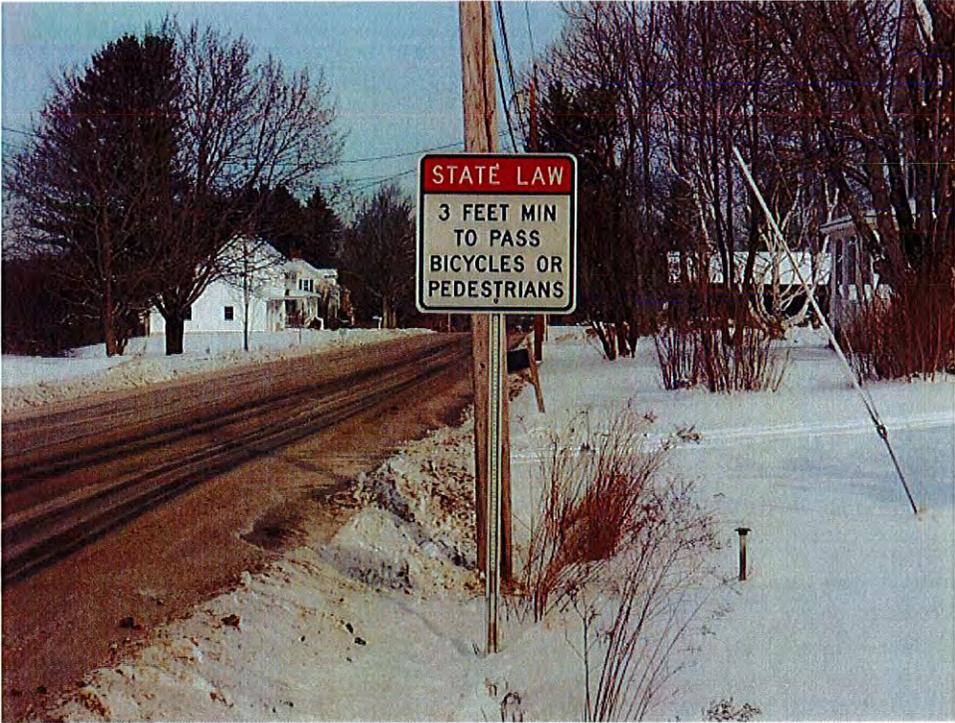
Maine DOT currently offers signs (images are attached) that alert motorists to the State law that motorists must provide cyclists and pedestrians with 3' of space while passing.

These signs are all over the State and are around our County roads as well. MDOT is offering them for free, and will install them for free on State roads outside the Urban Compact line. Municipalities are responsible for installation costs for signs installed within the Urban Compact line.

In locations where the posted speed limit is 35 mph or less, both the "3-feet minimum" sign (image attached) and the yellow diamond-shaped sign with the bike image (also attached) would each be 24x24 inches. If the speed limit is 40 mph or over, each sign would be 30x30 inches. The "3-feet minimum" signs come in three different variations: one that mentions just bicycles, one that just mentions pedestrians, and one that mentions both. Due to the rural nature of some of the locations, at least some of the signs likely will focus just on bicycles, while others will mention both.

The PBH Committee has talked with the program administrator at Maine DOT and can receive ten free signs. The cyclists on the Committee who regularly ride these roads looked over a City map together and selected five locations on four roads; one sign facing each direction of traffic in the five locations. These locations have been selected for safety reasons. Below are the 4 roads and 5 locations:

- 1) Route 52/Lincolville Avenue – 2 signs: southbound just after Troy Howard Middle School, Northbound, near the Woods Road
- 2) Route 7 – 2 signs: heading southeastward near the city limit (near Route xxx intersection), Northwestward just after leaving Head of Tide Rd.
- 3) Route 137/Waldo Avenue – 2 signs: Southeastward near the city limit (near Route xxx intersection), Northwestward vicinity of Doak Rd.



MEMORANDUM

March 22, 2016

To: Joseph Slocum, Belfast City Manager
Honorable Mayor Ash and Belfast City Council
From: Norm Poirier, Belfast Parks and Recreation Department
Re: Outdoor Fitness Equipment

Cc: Breanna Bebb, Our Town Belfast

History

Late 2014 City Council accepted grant funds from Our Town Belfast to be used for the development of an outdoor exercise area for the general public. The Parks and Recreation Department has researched various types of equipment and has looked at both individual stations versus the clustering of equipment in order to have a central location for a community exercise area. The Department in conjunction with the Commission decided it was in the best interest of the park users to have an area dedicated to the health and fitness of a person as opposed to spreading out the equipment all over the park.

The grant amount, \$5,000 in addition with some Department funds will allow for the installation of a 3-4 piece exercise cluster.

Proposed Plan

The Department solicited estimates from three companies dealing with the manufacturing and installation of commercial outdoor exercise components to include Plyometric Steps, Ab Crunch/Leg Lift and the Pull-up/Dip Station. The results –

Game Time Manufacturers - price does not include installation - \$7,314.64

Landscape Structures – price includes installation - \$ 7,732.

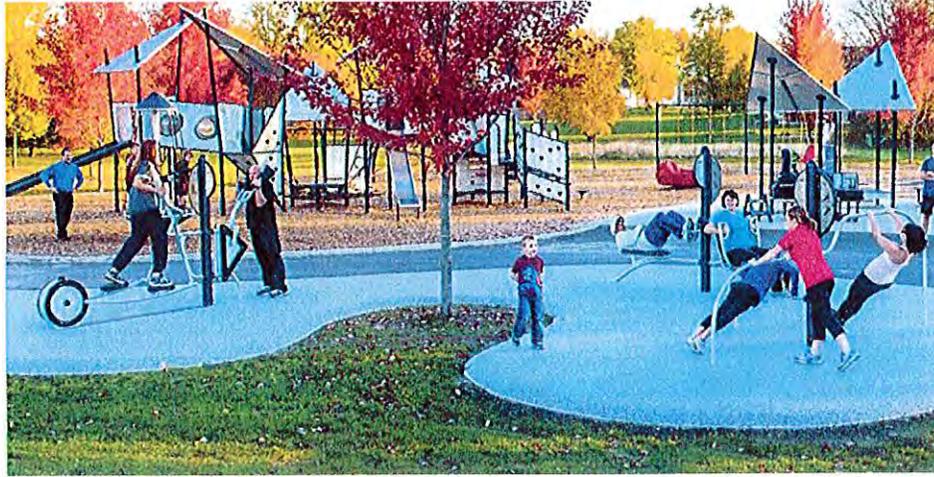
Greenfield Products - price does not include installation - \$9,275.

The Department would propose the installation of the exercise components along the upper side of the basketball courts adjacent to the walking path for ease of access by the public. This would also provide another activity in the area of basketball, pickle ball, tennis and the walking path.

Recommendation

The Department would like to schedule a June – July installation timeframe and recommend approval for purchase the Landscape Structures HealthBeat equipment. The funds will come from a combination of the \$5,000 grant funds and \$2732 from Parks budget.

A Proposal to Place a Fitness Cluster in Belfast's City Park



About Fitness Clusters:

Adult outdoor fitness equipment has been growing in popularity nationally and across the globe. This equipment is often located in public parks and placed in groupings, called Fitness Clusters. The equipment is based off of what can normally be found at an indoor gym- such as pull up bars, ellipticals, bikes, and plyometric boxes- but it is made out of sturdier materials which can withstand the elements.

Fitness Clusters appeal to a different audience than a membership to a gym would. Therefore, they can play an important role in creating a healthier community. Many people do not have gym memberships due to various reasons, including the cost, a busy schedule, and intimidation. A Fitness Cluster would create an environment which combats these deterrents, making effective exercise more accessible than ever.

It can be very expensive to be a regular member at an indoor gym facility. A Fitness Cluster would provide many of the same pieces of equipment, but at no cost to the user. For this reason, they are important resources to lower income individuals.

Another factor which prevents people from exercising is a busy schedule. Finding the time to get a full workout in at a gym can be a true commitment. Because the Fitness Clusters are located in a public location they would be easy to access. They would be available during any hour that the park is open. This allows individuals to work out on their own schedule.

Working out in an indoor gym setting can be intimidating to beginners. Fitness Clusters provide a low-key environment to begin a successful lifestyle change. To insure that individuals of any level of fitness literacy can utilize this equipment, there will be informative signs giving

About Playlsi Landscape Structure:

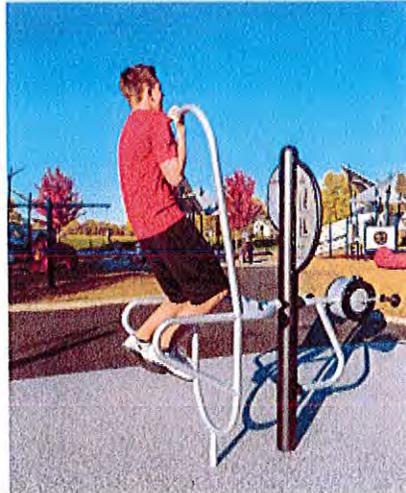
The company which has been chosen for the purchasing of the fitness cluster equipment is Playlsi Landscape Structures. They offer a variety of playground and fitness equipment, including their HealthBeat line, which we will be ordering from. This company is dedicated to innovating landscape structures, while maintaining high quality and safety standards. They have also made an effort to offset their carbon emissions by donating an average of more than 22,000 trees to American Forests each year. Playlsi Landscape Structures is a company with goals in line with those that the Belfast Parks and Recreation Department has for the community, making them a great group to work with.

The Equipment:

The following equipment was chosen for its durability, style, and performance. Each of the pieces comes with a sign which explains its uses.

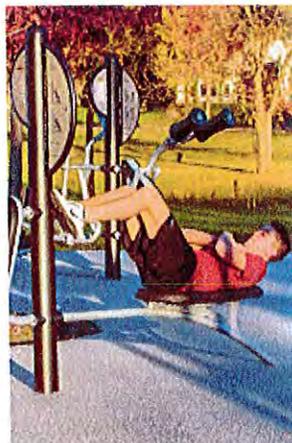
Pull-Up / Dip

This piece works mainly the arms and back. It can also be used for stretching.



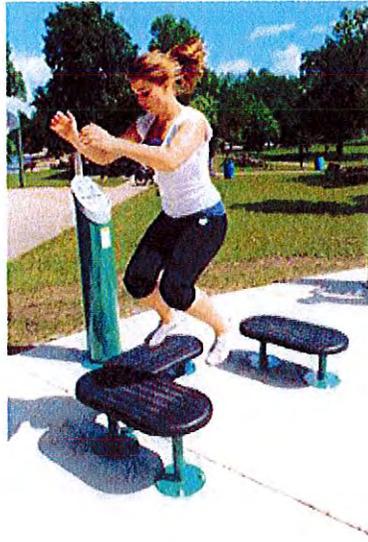
Ab Crunch / Leg Lift

This piece works mainly the abs.



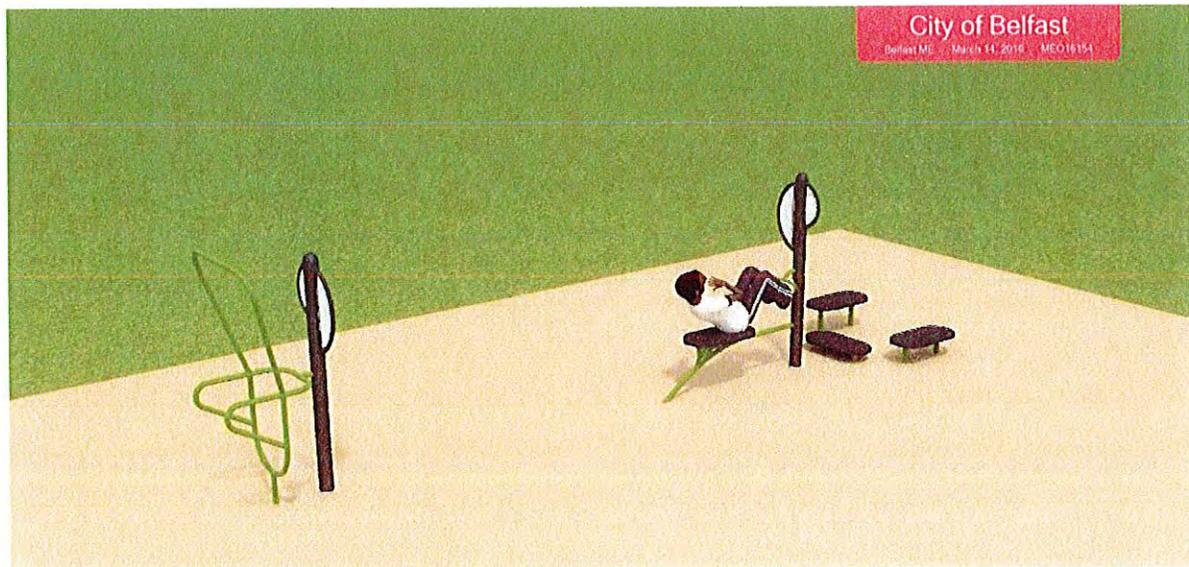
Plyometric Steps

These pieces can be used in many ways, including steps, jumps, lunges, and push ups.



Proposed Layout:

This layout was developed by Landscape Structures.



Better playgrounds.
Better world.[®]
play-as.com

Presented by
Level 5 Planning





THIS FITNESS AREA & EQUIPMENT IS DESIGNED FOR AGES 13+ YEARS

THE EQUIPMENT SPACING IS TO BE CONSIDERED AS A MINIMUM. THE SPACING SHOULD BE ADJUSTED TO ACCOMMODATE THE SIZE OF THE EQUIPMENT. THE SPACING SHOULD BE ADJUSTED TO ACCOMMODATE THE SIZE OF THE EQUIPMENT. THE SPACING SHOULD BE ADJUSTED TO ACCOMMODATE THE SIZE OF THE EQUIPMENT.

IF IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE ADA ACCESSIBILITY STANDARDS, THE MANUFACTURER SHALL PROVIDE A STATEMENT TO THAT EFFECT WITHIN THE ENTIRE USE ZONE.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT MEETS THE MANUFACTURER'S RECOMMENDATIONS FOR THE EQUIPMENT. THE SURFACING SHOULD BE ADJUSTED TO ACCOMMODATE THE SIZE OF THE EQUIPMENT. THE SURFACING SHOULD BE ADJUSTED TO ACCOMMODATE THE SIZE OF THE EQUIPMENT.

THIS CONCEPTUAL PLAN HAS BEEN PREPARED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. DETAILED SITE INFORMATION INCLUDING SITE SPECIFICATIONS AND DRAWING EQUIPMENT SHOULD BE OBTAINED FROM THE MANUFACTURER. PLEASE REFER ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF SITE FURNISHINGS PRIOR TO ORDERING.

DESIGNED BY:

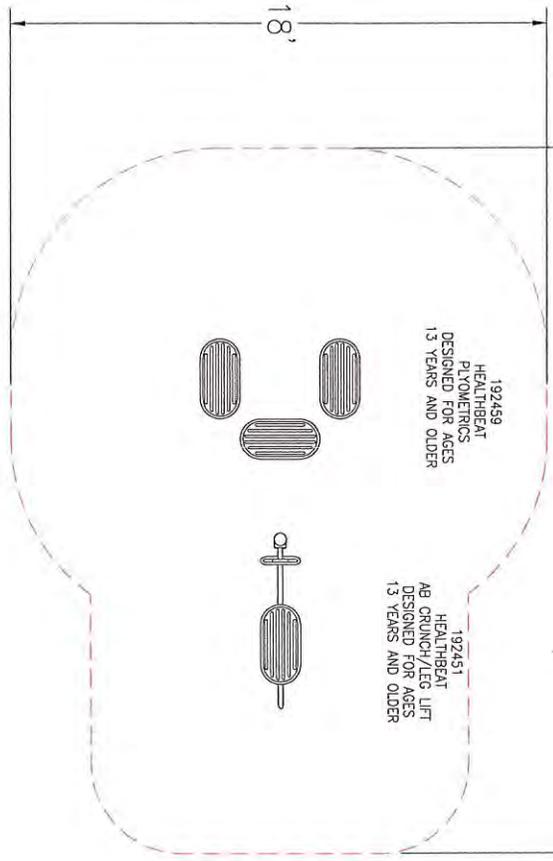
JBA
 COMPANY: JBA
 LANDSCAPE STRUCTURES, INC.
 801 W. STREET 200N - FLD. ONE 104
 DECATUR, MISSISSIPPI 39228
 PH: 662-342-9459 FAX: 662-342-9461

No.	Revision/Issue	Date



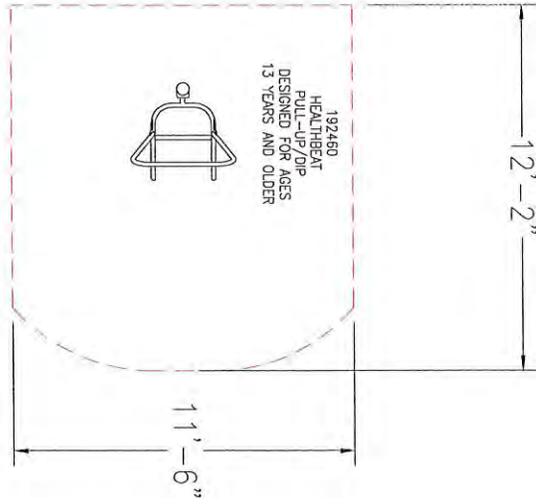
23'-6"

18'



12'-2"

11'-6"



CITY OF BELFAST
 BELFAST, ME

M.E. O'BRIEN & SONS, INC.
 JOEL ST. PIERRE

HEALTHBEAT
 ME016154

Proposed Budget:

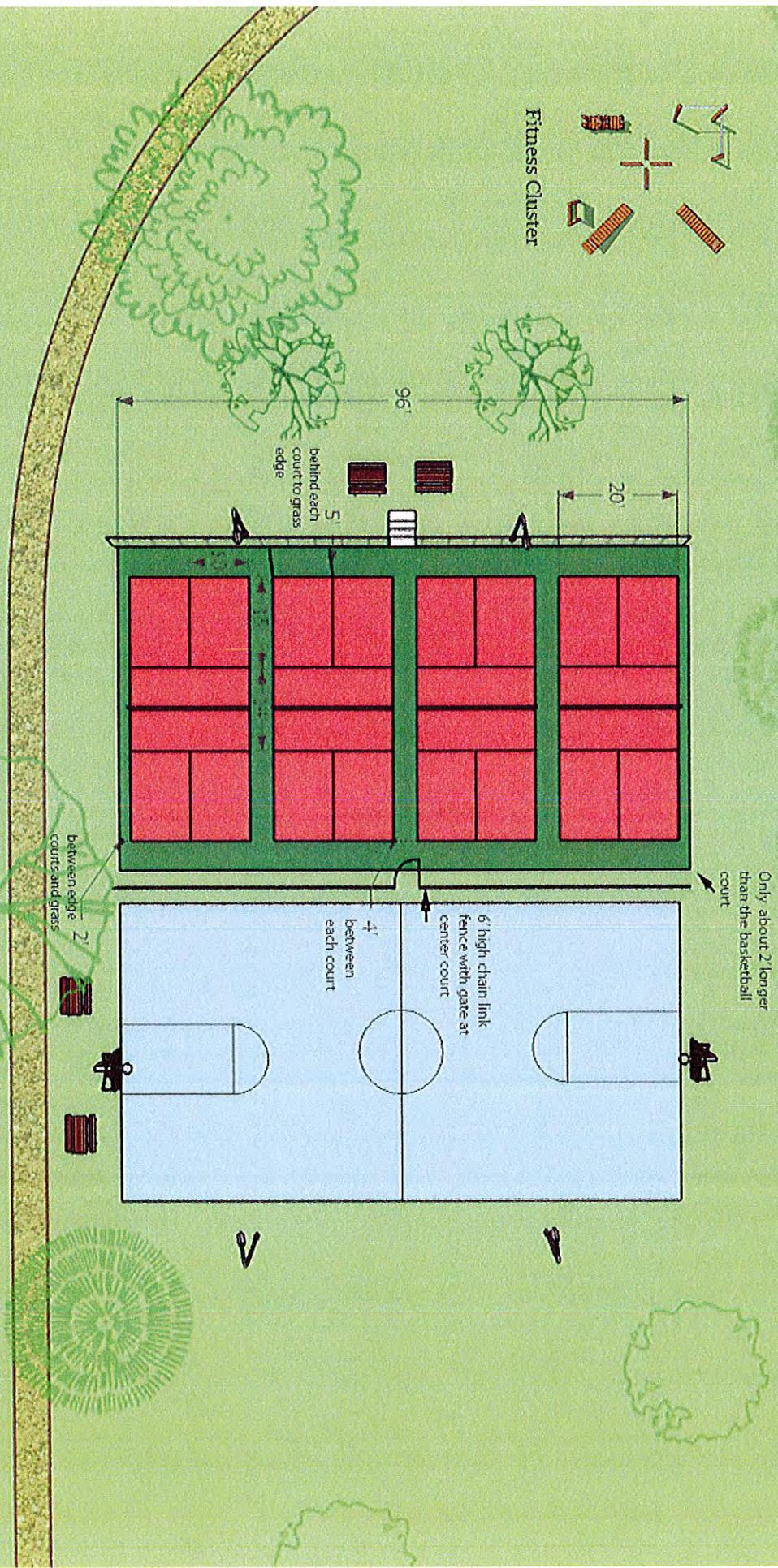
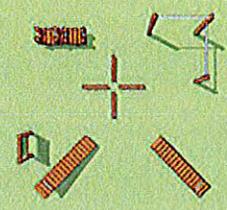
This budget was quoted by Landscape Structures.

Cost of the Three Units (Includes Shipping)	\$6,252
Installation Cost (Through Landscape Structures Company)	\$1,480
Total	\$7,732

Funding:

The Parks and Recreation Department has set away \$7,500 for this project. This money is from OTB Funds and from the operating budget. The total price of the project, being \$7,732 is only just over the amount originally allotted to the project.

Fitness Cluster



96'

20'

5'
behind each
court to grass
edge

2'
between edge
courts and grass

4'
between
each court

6' high chain link
fence with gate at
center court

Only about 2' longer
than the basketball
court

MEMORANDUM

March 23, 2016

To: Joseph Slocum, Belfast City Manager
Honorable Mayor Ash and Belfast City Council
From: Norm Poirier, Director of Belfast Parks and Recreation Department
Re: Facility Use Application – Bike the US for MS

Cc: Chief McFadden, Belfast Police Department
Kathy Messier-Pickering, Belfast Harbormaster
Belfast Parks and Recreation Commission

The City of Belfast has received a request from the “Bike the US for MS” organization, a national event under the oversight of the National Multiple Sclerosis to utilize Heritage Park on the evening of May 28, 2016 for overnight stay. The cyclists will enter from the Footbridge and depending on the condition of Front Street with construction may have to use the Harbor Walk to arrive at Heritage Park

The group will tent overnight in Heritage Park, approximately 20 cyclists and use the public restrooms / showers. Last year the group had left the park by 7:30 a.m. leaving no trash or indication they had been in the park. They will have two vehicles parked overnight in the lot near the City owned French Webb building.

Last year we had no issues and would recommend approval of this request and will act as liaison for the City and the group’s accommodations. I will inform the group that this being a Saturday evening I can provide no guarantee on how quite it will be close to the downtown area.

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

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

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

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

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

1. State your name, phone number, e-mail address and identify whom you represent?
Stefan Molinaro - Cell: +1 401 575 8474 - Email: molinaro.stefan@gmail.com

I am a 2016 Northern Tier Route Leader for Bike the US for MS (BTUSFMS).

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

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

We are a cross-country cycling group of about 20, who ride for BTUSFMS, which is a non-profit that raises money for Multiple Sclerosis research and treatment. We are requesting to use Heritage Park and the bathrooms and showers nearby as our camping location between May 28th and the morning of May 29th. The cyclists will be using the park space as a place to rest the night and to setup their tents.

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

We would like to use Hertiage Park and nearby showers and bathroom facilities. We will require at least three parking spaces for the cyclist support vehicles, which are two vans and one trailer.

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

We will be arriving in the afternoon of May 28th and will be leaving the morning of May 29th.

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

No.

If yes then who will manage these closed off Streets? _____

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

No.

7. How many people do you expect?

We will be a team of about 20 cyclists.

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

No.

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

Where? - Attach MAP _____

By Whom: Name and Phone contact number:

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

No more than small gas stoves for cooking. A Fire extinguisher will be present and operational.

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

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

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

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

Yes, the certificate of Liability Insurance, naming the City of Belfast is attached.

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

Leonard L. Brown Agency, Inc. 100 Hubbard Street Ste A Blacksburg VA 24060-5745

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

Noise will be limited to normal/reasonable conversation levels and possibly music that can be reduced to a low volume or limited to a certain hour. Most activity will occur during the late afternoon to evening and morning.

16. How do you propose to handle garbage removal?

Garbage will be placed in our provided recepticals and garage bags. All garbage can be taken off-site or placed in Park provided recepticals if available.

17. How do you propose to handle parking?

Parking will be taken if available.

18. How do you propose to handle security?

Bicycles, vehicles, and other property will be locked and secured by the team.

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

Have access to park or nearby public restrooms.

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

Use of outlets and water spigets/faucets will be used if provided or available by the park.

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

No.

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

I and the three other route leaders will be in charge of the event.

Eddie Sinsun: +1 714 650 3143 / Esinsun14@hotmail.com

Bruce Faulkner: bikefaulkner@gmail.com

Megan M. Hukill: megan_hukill2@mymail.eku.edu

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

No.

Department

Service Requested

City Manager

Police

Fire/ Ambulance

Parks

Public Works

Harbor

Other?

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



FACILITY USE APPLICATION CHECKLIST

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

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

Signature Stefan Molinaro Date: 3/10/2016

Printed Name: Stefan Molinaro



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Denise Pierce	
Brown Insurance		PHONE (A/C No. Ext): (540) 552-5331	FAX (A/C No.): (540) 552-3321
100 Hubbard Street Ste A		E-MAIL ADDRESS: dpierce@11brown.net	
Blacksburg	VA 24060-5745	INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: CSU Producer Resources, Inc	
Bike the US for MS		INSURER B:	
P. O. Box 10001		INSURER C:	
Blacksburg		INSURER D:	
VA 24062		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2015 Certificate REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CSU0037421	5/20/2015	5/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Belfast Maine 131 Church St. Belfast, ME 04915	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Denise Pierce/DEE

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MEMORANDUM

March 23, 2016

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

Re: Facility Use Request – Alison Chase performances / Atlantic Clarion Steel Band

A Facility Request application has been submitted for use of Steamboat Landing Park by Alison Chase for a dance performance on Wednesday, July 27, 2016 tentatively for 6:00 p.m. The dance group will be setting up their own stage in the park with expectations of 100-150 people. In addition to the dancers a steel drum band will be accompanying the group. No electrical services will be necessary and the group would use the existing portable toilets for the general public.

This request does not conflict with any other activities scheduled around the date of July 27, 2016 and is recommended for approval by City Council.

Norm
Furrier

Parks and Rec
City of Belfast

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

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

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

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

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

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

Alison B Chase. Represent Alison Chase/Performance
207.326.9694 Atlantic Clarion Steel Band
Chase.alison@gmail.com

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

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

An hour long family friendly dance performance
(Please note we have our own portable stage!

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

We would like to set up our stage and perform at Steamboat ~~Market~~ ^{HANDLING PARK} on Wednesday August 3rd. We would be charging admissions or asking for donations. The door is carried in a small U-Haul truck. We do not need electricity.

July 27 4. What dates and times do you wish to have this event?
~~August 3rd.~~ Time to be determined (6pm)
~~around the ~~the~~ groups school~~

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

NO

If yes then who will manage these closed off Streets?

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

NO

7. How many people do you expect?

100 - 150

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

NO

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

NO

Where? - Attach MAP

By Whom: Name and Phone contact number:

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

NO

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

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

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

NA

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

YES

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

Philadelphia Insurance Companies

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

Sound just acoustic steel drums
no amplification

16. How do you propose to handle garbage removal?

NA

17. How do you propose to handle parking?

City Parking

18. How do you propose to handle security?

NA

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

City facilities

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

None

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

NA

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

Alison Chase

chase.alison@gmail.com

W - 326-9694

C. 266-8287

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

NA

Department

Service Requested

City Manager

Police

Fire/ Ambulance

Parks

Public Works

Harbor

Other?

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



FACILITY USE APPLICATION CHECKLIST

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

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

Signature Alison B Chase Date: 2/4/16

Printed Name: Alison B. Chase

ADMINISTRATIVE COMMENTS (Internal City use only)

City Manager's Office

Police Department

Fire/Ambulance Department

Parks Department

Public Works Department

Harbor Master

Boat House Rental Agent

Other Notes:

10. J

Request by the Economic Development Director to have the City Council appoint Bryant Richardson of Belfast to the City's Broadband Committee.

The City's Broadband Committee suffered the resignation of one of its members in late 2015. Mr. Richardson has been to date the only person that has submitted an application (in February of this year) to the City to join this committee. Mr. Richardson is a Belfast resident and possesses years of experience in the information technology field. Mr. Richardson attended the most recent meeting of the Broadband Committee to observe and determine if he has interest in joining, which he does. The consensus of the remaining committee members would be to have Mr. Richardson join this committee.

Committee Application

(Must be 18 years of age or older and a registered voter of Belfast)

Date of Application: Feb. 2 2016 Date received: FEB 02 2016

Name: Bryant Richardson

Street Address: 222 Waldo Ave Belfast, Maine 04915

Mailing Address: same

Phone #: 339-222-3212 Email: superbryant@gmail.com

Committee interested in: Broadband Committee

City Committee's currently on: _____

Please list any skills or qualifications you feel would be beneficial if you were to serve on this committee.

I have 10 years of experience in IT work with functional knowledge of network concepts. With the last 7 years being in an enterprise SaaS I have a firm understanding of what type of connectivity is suitable for home users, small and medium businesses and even large enterprises.

I have a strong affinity for what most would call boring and enjoy diving deep into data to extrapolate useful information. I have read up on other municipal broadband initiatives and would love to discuss putting them to use here in Belfast.

Please state any views you might have about the committee's mission and the reason you are interested in serving on this committee.

I know how important being connected is in our modern economy, and I have personally seen folks move out of Belfast to new locations where they can get the connectivity they need at a reasonable price. I would love to have the chance to help Belfast move forward in our new digital economy.

If you need additional space, please continue on the back or a separate sheet of paper and attach it to this application.

Application signature: _____



Return to the address above attention: City Clerk or email: cityclerk@cityofbelfast.org



CITY OF BELFAST, MAINE
131 Church Street

10.K

e-mail: cityhall@cityofbelfast.org

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

March 24, 2016

To: Joe Slocum, City Manager
City Council

From: Rickie A. LeSan, Treasurer

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RE: Management Representation Letter

Attached are two copies of the Auditors management letter that needs your signature and one from the city council.

The management representation is a letter issued by an auditor's client (the City of Belfast) to our auditor (C. H. Dorr & Co) in writing as one of audit evidences.

It is used to let the Client's management declare in writing that the financial statements and other presentations to the auditor are sufficient and appropriate and without omission of material facts to the financial statements, to the best of the management's knowledge.



CITY OF BELFAST, MAINE

131 Church Street

e-mail: cityhall@cityofbelfast.org

Tel: (207) 338-3370

Fax: (207) 338-6222

March 21, 2016

C.H. Dorr, Inc., P.A.
146 Parkway South
Brewer, ME 04412

This representation letter is provided in connection with your audit(s) of financial statements of the City of Belfast, Maine, which comprise the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information as of June 30, 2015, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects in accordance with accounting principles generally accepted in the United States of America.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on that information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of March 21, 2016, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated August 3, 2015, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.

6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

Information Provided

7. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters [and all audit or relevant monitoring reports, if any, received from funding sources].
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons with the City of Belfast from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the City Council or summaries of actions of recent meetings for which minutes have not yet been prepared.

8. All material transactions have been recorded in the accounting records and are reflected in the financial statements [and the schedule of expenditures of federal awards].

9. We have no knowledge of any fraud or suspected fraud that affects the City of Belfast and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.

10. We have no knowledge of any allegations of fraud or suspected fraud affecting the City of Belfast's financial statements communicated by employees, former employees, regulators, or others.

11. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
12. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
13. We have disclosed to you the identity of the City of Belfast's related parties and all the related party relationships and transactions of which we are aware.

Government—specific

14. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
15. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
16. The City of Belfast has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
17. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
18. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
19. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on determination of financial statement amounts or other financial data significant to the audit objectives.
20. \There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose

effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

21. As part of your audit, you assisted with preparation of the financial statements and related notes [and schedule of expenditures of federal awards]. We acknowledge our responsibility as it relates to those nonaudit services including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes [and schedule of expenditures of federal awards].
22. The City of Belfast has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
23. The City of Belfast has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
24. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
25. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34.
26. All funds that meet the quantitative criteria GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
27. Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
28. Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
29. Provisions for uncollectible receivables have been properly identified and recorded.
30. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

31. Revenues are appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
32. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
33. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
34. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
35. We have appropriately disclosed the City of Belfast's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
36. We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
37. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
38. With respect to the combining statements and individual fund statements
 - a. We acknowledge our responsibility for presenting the combining statements and individual fund statements in accordance with accounting principles generally accepted in the United States of America, and we believe the combining statements and individual fund statements, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the combining statements and individual fund statements have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

39. With respect to federal award programs:

- a. We are responsible for understanding and complying with and have complied with the requirements of OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations*, including requirements relating to preparation of the schedule of expenditures of federal awards.
- b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) in accordance with the requirements of OMB Circular A-133 §310.b, and we believe the SEFA, including its form and content, is fairly presented in accordance with OMB Circular A-133 §310b. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement of presentation of the SEFA.
- c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
- d. We have identified and disclosed to you all of our government programs and related activities subject to OMB Circular A-133, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property) cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e. We are responsible for understanding and complying with, and have complied with, the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major program.
- f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with laws, regulation, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g. We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.

- h. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i. We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Circular A-133 Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards.
- j. We have disclosed any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB Circular A-87, *Cost Principles for State, Local, and Tribal Governments*, and OMB's *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.
- m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.

- q. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the date as of which compliance was audited.
- r. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t. We have monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and have met the requirements of OMB Circular A-133.
- u. We have taken appropriate action, including issuing management decisions, on a timely basis after receipt of subrecipients' auditor's reports that identified noncompliance with laws, regulations, or the provisions of contracts or grant agreements and have ensured that subrecipients have taken the appropriate and timely corrective action on findings.
- v. We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- w. We have charged costs to federal awards in accordance with applicable cost principles.
- x. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by OMB Circular A-133 and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- y. We are responsible for and have accurately prepared the auditee sections of the Data Collection Form as required by OMB Circular A-133.
- z. We are responsible for preparing and implementing a corrective action plan for each audit finding.

Signature: _____ Signature: _____

Title: _____ Title: _____