



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, May 17, 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, May 13, 2016

Agenda Items:

10-A Review of bids and possible award of a bid for a new pickup truck for the Fire Department.

This is a new vehicle to replace the Chief's truck which is one of the first vehicles on the scene at every fire or ambulance incident in the City. The existing truck will not be traded in. It will be used by the Parks and Recreation Department to help facilitate more efficient management of City grounds. The bid opening will be held on Monday, May 16th.

10-B Consideration of whether or not the City will enter into a Joinder agreement with MRC for purposes of committing the City to a long-term solid waste disposal agreement at a new waste disposal facility in Hampden constructed by Fiberright.

Except for the last few italicized paragraphs, the following is a reprint of my Manager's Report on April 19, 2016.

For over 15 years the City of Belfast has been a member of a municipal organization called the Municipal Review Committee (MRC) that was set up to provide and coordinate for the disposal of municipal solid waste for more than 180 municipalities in this region. Its Board is made up of municipal officials whom I know and trust. They have been diligent at all times in looking out for their members and participating in the management and oversight of the trash burning Penobscot Energy Recovery Corporation (PERC) facility in Orrington. This is where we presently contract to take all of our garbage and pay a tipping fee of \$76.80 per ton.

At PERC in Orrington the garbage is burned and some electricity is produced with the residual ash being landfilled. I would estimate that the residual ash is about 33% of the volume by weight. The contract with PERC expires on March 31, 2018.

Over all of these years PERC has been subsidized by a power purchase agreement that has been paying for the electricity produced by the plant at a rate much higher than the true market. The excess revenue received from this overly generous power purchase agreement has subsidized and kept our tipping fees as low as they are. This power purchase agreement will also expire on March 31, 2018 and we will not secure another one. In short this means that we are at risk of seeing tipping fees rise significantly. MRC estimated it would rise to \$100 a ton but PERC is estimating \$84-85 a ton based upon an assertion that they will achieve this by operating during the times of the day when the market is paying the highest returns.

MRC (the Municipal Review Committee) and its Board and executive staff issued RFP's for a new facility have been evaluating alternative technologies and proposals for the last 3 years. They have centered on a new technology that is proven and will produce electricity and gas and greatly reduce (by as much as 80%) the volume of residual waste that needs to be disposed of in the landfill. It is reputed to be a state-of-the-art recycling, renewable resource, producing energy, with very little residual to dispose of. We are being offered a 15 year agreement at \$70 a ton subject to CPI.

The new plant will be built on land owned by the MRC in Hampden. The company building it is Fiberright and their process involves mixing trash to a wet pulping process to recover recyclable materials and then treat organic materials in the trash through hydrolysis and anaerobic digestion to produce bio methane gas. The gas would either be injected into the local natural gas pipeline system or converted to compressed natural gas to be used as vehicle fuel. Residual materials would be directed for the disposal at the Crossroads landfill under a long term agreement with MRC.

The overall plan is for these towns and communities (including Belfast) to again combine their total waste and enter into a series of related new agreements that will guarantee a total of 150,000 tons of municipal solid waste being delivered every year to a new Fiberright facility before March 31, 2018.

The plant will have a capacity for approximately 241,000 tons per year and they will not accept out-of-state waste.

Each of our towns and cities has been asked to enter into a "Joinder" agreement with MRC to send their waste to this facility. MRC will then enter into a 2nd agreement based upon all of their collected agreements with municipalities with Fiberright to process our collective solid waste material for a period of 15 years with 5 renewable options for 5 years each.

There will also be two forms of rebates or credits back to each municipality per ton. The first is a rebate of 30% of the gross tipping fee realized from processing waste over 180,000 tons per year. Presently MRC estimates this to be \$4 to \$10 per ton back to each community. The second rebate is 30% of all energy and recycling revenue realized per year in excess of \$5.1 million. Presently they estimate this to have a value of 2 to 3 dollars per ton.

This means they hope that we would realize a net tipping fee of \$60 per ton that would then be increased annually by the CPI.

Belfast will have to identify a numerical amount of tonnage it represents that it will forward to this facility on an annual basis. If we send less we can be charged a stipend for not meeting our guaranteed tonnage. If we send more we simply pay more for the extra tons which hopefully collectively result in rebates. We should have all our historical generation information by tomorrow.

We have two options on our current recycling program. We can continue with it and realize our own direct recycling revenue as we have done in the past (Note that the new Fiberright process washes through our existing garbage pile to recycle even more). The second option is to simply send all recycling to them. They will have a single sort process system that divides all of the recycling. That option remains open into the future so we don't have to wrestle with that at this point in time.

Time is important and MRC is looking to get its contracts with individual communities by ~~May 4~~ June 1, 2016 unless a municipality normally has its Town meeting after ~~May 4~~ June 1. If we do not decide before ~~May 4~~ June 1, we will be subject to a \$2.21/ton penalty. The MRC has time obligations to Fiberright as well and the clock is ticking loudly toward March 31, 2018.

We need to make a decision.

I have known MRC and its Board Members and Director since they organize themselves almost 20 years ago. I've attended presentations by them on this proposal at the Boathouse, reviewed all the proposed documents, discuss similar legal counsel and listen to a presentation in Rockport that included both Fiberight, PERC and other waste handlers.

I am recommending that the City enter into an agreement with MRC to support and the construction of a new Fiberight facility in Hampden. My reasons are as follows:

1. My 20 year knowledge of MRC and people who have run it provide me with high confidence in their efforts to pursue economically viable and environmentally sound solid waste disposal on behalf of this entire region of Maine. I know them I trust them and I have faith in this recommendation.
2. The State has a solid waste hierarchy of how it wants its solid waste disposed of. The State and Federal government have gradually passed solid waste rules over time that are intended to pressure communities and facilities away from the least desirable methods of disposal to the most desirable methods of disposal. That hierarchy is as follows:
 1. Reduce waste generated at the source in both amount and toxicity (most desirable)
 2. Reuse the waste
 3. Recycle the waste
 4. Compost biodegradable waste
 5. Process waste to reduce the volume of waste needing landfill disposal and incineration
 6. Land disposal of waste (Least desirable)

The independent environmental engineers hired by the Town of Lincolnville concluded that the Fiberight process provides waste reduction by processing organics and utilizing and recycling various components contained in the municipal solid waste stream that is more consistent with the State of Maine solid waste hierarchy than waste reduction to combustion (incineration) or landfilling.

3. The Fiberight technology is new for this country but encompasses technology that is proven around the world. This would be a cutting-edge facility in America and with that there is risk. I'm convinced the risk is lessened by the technical reviews I have reviewed and listen to and because one of the largest trash burning incinerator companies in the world (Covanta) is putting its money behind it. These are corporate experts who I believe have done their due diligence on this technology before they agreed to back it with over \$60 million. They are

supporting this project because it is going to be the new model for them around the country and around the world.

The technical review done by the independent Commonwealth Resource Management found the project to be technical feasible and noted:

“The process flow diagram in the mass balance appear to be technically sound, internally consistent, compatible with facility design information insufficient to support evaluation of the technical and economic visibility of the facility.

Our findings do not and cannot provide assurance that Fiberight will be able to secure financing on commercial terms that it finds reasonable and acceptable. Although the pro forma indicates that the project would generate positive cash flows and positive return on investment, the decision whether the project is sufficiently profitable to support a specific investment decision would ultimately be made by the investors after conduct of a due diligence and evaluation process. Such investors would typically conduct their own evaluation of uncertainties related to facility technical performance as well as the risk associated with the facilities economic performance over a range of scenarios involving different values of input parameters for market conditions in the waste management product markets. Such investors would likely evaluate technical performance risk, scale up risk, permit acquisition risk, waste supply risk, waste composition risk, product market price and purchaser payment risk O & M cost risk, financing risk and force majeure risk.

In light of the findings we have presented the remaining project risk notwithstanding we recommend that the board find and advise Fiberight that the feasibility milestone of their project has been achieved.”

I do not believe that Covanta would have ever thrown their full financial support behind this project without going through a due diligence review precisely as Commonwealth had proscribed a prudent investor would. Covanta, with more than 40 trash burning facilities in their ownership, has more experts in this technology than anyone involved with this project.

4. The municipalities are not buying or building the project. The private sector is. They don't make money unless it works and we don't save money unless we stick together and use our collective buying power to flex our muscle.
5. MRC has protected us from any delays in construction or performance by providing for alternative disposal at the Crossroads landfill.
6. They will help us recycle more by pulling recyclables out of the waste stream. Many of these recyclables are the lifeblood of trash burning incinerator's. It's hard to cook on wet household waste or sticky wet food waste but you can really turn

up the heat when you burn plastics like they do at PERC or tires like they do it Echo Maine. It's the heat that makes electricity that makes the money, which highlights the inefficiency of burning a lot of household waste including food waste.

7. The Fiberight facility will take our organic waste including our food waste and separate it out and reuse it to produce various types of gas.
8. Our net refuse to be disposed of in a landfill will be lower.
9. Trucking our garbage to Southern Maine would be prohibitively expensive. Echo Maine looked at that for us a couple of years ago and came to the same conclusion.
10. At PERC or at Echo Maine we would be just a single customer subject to the corporate owner. By entering into a Joinder agreement through MRC we are the largest and most powerful customer block that corporate owner will ever have. Our voice will remain stronger and our collective our impact more meaningful. That's the formula that has served us all so well for so long. There is safety in the herd.
11. Transportation costs are better than any of the alternatives.
12. We receive back a portion of the revenues to further reduce our cost per ton.
13. All of the remaining alternatives are less desirable and each has some of their own associated risks themselves.

Since April 19th I have gone back in to the documentation and contracts to see if I saw anything that would change my recommendation. On the whole my recommendation is stronger today than it was then. The Fiberight option is cheaper, cleaner in that it recycles more out of the waste stream and does not burn the garbage and easier to participate in. I note the concern that we need to leave our food waste in the garbage and not separately account for it as a single recyclable.

Here is MRC's response and I agree with it.

"The Fiberight facility can convert organic wastes into high-value products without needing a new region-wide system to collect organic materials separately from other wastes. While there are precedents for source-separated collection in urban areas, instituting a broad new and duplicative system for separate collection and transportation of organic wastes in rural Maine would be expensive and burdensome and would pose major implementation challenges, thereby undermining the goals of the MRC to ensure a long-term affordable and environmentally sound system of MSW disposal."

I also note that today we in Belfast sort our recyclables. Most other communities do not because they find their residents actually recycle more when they single sort (put all their recyclables in one bin). The message here is that some will separate food waste out, but many will not. That's true here in Belfast too. We have people here every day who do not recycle and the larger communities around us have concluded that the convenience of single sort is the method their citizens are motivated to follow. The convenience of leaving our food waste in the household garbage will offer greater cumulative volume to be digested into fuel.

The additional good news is that Fiberight washes the recyclables before it takes them out of the garbage so they extract more recycling that is cleaner recycling which markets for a higher value.

Here is where our recycling percentages will increase under the Fiberight proposal:

“Fiberight will pull recyclables from incoming MSW and those annual quantities (primarily OCC, all plastics grades, ferrous, non-Ferrous metals) will be allocated across all member MSW deliveries. If the City developed regulatory or administrative procedures for the commercial tons to be dropped under your account, than that would figure into the allocation. Otherwise, we may want to consider devising some way to estimate commercial deliveries from Belfast and add the recycled fraction to the City's total for each year.”

I have attached two pages of excerpts from the documents which further support this recommended option.

10-C Consideration of a proposed Purchase and Sale Agreement with the Front Street Shipyard for the sale of the City owned parking lot on Front Street.

Several years ago the City negotiated with the Front Street Shipyard for the sale of this parking lot. Since then the conclusion of the transaction has been all about timing. The Shipyard is now prepared to proceed to acquire the property and build building six. The sale of the property is conditioned upon building this new building which the City anticipates will bring additional work and jobs to the community. City Planner Wayne Marshall will have an attached memorandum to highlight the proposed deal including the takeback of a mortgage deed and promissory note for the purchase with payments

over seven years and a 4% interest rate. The purchase price will be \$600,000. We will also provide information to highlight the requirements of contract rezoning agreement and how this transaction will benefit our Downtown Tax Increment Financing.

10-D Review of an appraisal on the value of a 14 foot wide permanent easement across the Penobscot McCrum company to create access to the Rail Trail from the bottom of Pierce Street.

The City has been interested in purchasing a permanent easement across the Penobscot McCrum property for years. We wanted to connect the bottom of Pierce Street with the Rail Trail. As part of our current negotiation process, the City commissioned a qualified independent appraiser to provide an appraised dollar value of the desired 14 foot wide permanent easement that we want. It would run along the water, in front of Penobscot McCrum's manufacturing facility on Pierce Street. This easement is not exclusive and Penobscot McCrum or its successor will be able to secure reasonable access to this easement and under and across this easement. The goal would be to have the permanent easement not unduly interfere with the existing use of the property or its future use that may involve development of the waterfront.

Penobscot McCrum or its successor would be able to run utilities under the easement for a waterfront use as well as have open access to a waterfront use if there was one.

The appraisal has been concluded and the value came back at \$55,000. The appraisal is attached to this packet for your consideration. Previously the City Council has authorized me as City Manager to negotiate the purchase of such an easement. Only the Council can offer to sell City property or to buy property in the name of the City. As the City Manager I am now formally requesting that the Council provide me with the approval and authorization to offer the full value of this independent appraisal to Penobscot McCrum in exchange for this easement. I suggest that a reasonable time for a requested response from Penobscot McCrum be three weeks from the meeting on May 17th which is June 7th, 2016, the same day of your first meeting in June. The money would have to come from Undesignated Fund Balance or possibly the Downtown TIF.

10-E Request from MOFGA to use the City Pavilion at City Park for their staff appreciation picnic.

Historically use of this provision has been on a first-come first-served basis. There is a memo attached from Parks and Recreation Director Norman Poirier explaining this.

10-F Further discussion on removing a tree at 16 Church Street.

Counselor Hurley could not make last meeting, we wanted to bring him into the discussion on this issue.

10-G Update on the Rail Trail project and consideration of officially naming the trail "Belfast Rail Trail."

The Trail will be closed for construction over the next 2 weeks. I will provide an update at the meeting as there are continuing developments.

10-H Further discussion on new downtown benches.

Some of the old ones are worn out and we are looking to add some additional benches. We are looking for ideas and prices. The funding would likely come from the Downtown TIF. We are just checking in to see if ideas have come forward as many are looking into this.

10-I Discussion with School Board on the next School Budget for RSU # 71.

The proposed budget is completed. It is attached to this packet. It will go to a validation vote on Monday, May 23rd at 6:30pm at Troy Howard Middle School. The public vote on the school budget will be Tuesday, June 14th.

10-J Update on Front Street Reconstruction project.

City Planner Wayne Marshall will provide this update at the meeting.

10-K Consideration of a Facility Use Policy recommended by the Parks and Recreation Commission for the use of City land and property.

These are proposals for how we allow our public spaces to be used or not used. We anticipate no vote on this at this meeting. We want to bring it forward for thorough

discussion first. Council members may need an additional meeting or two to review these suggestions.

10-L Consideration of a request to transfer title of a mobile home that was foreclosed upon to the mobile home park owner.

Essentially there is no value to this structure and we do not want to pay to remove it, demolish it or pay rent to keep it where it is.

10-M Request by Our Town Belfast and Belfast Creative Coalition for use of City property for the annual Fourth Friday Art Walks from May through September from 5:00 – 8:00 p.m.

This is an annual request and is only on the regular agenda this year because there are some changes that we wanted the Council to be aware of. There is a memo attached from Parks and Recreation Director Norm Poirier.

10-N Discussion to permit final music of All Roads Music Festival to play until 12:30 a.m. at Three Tides Saturday night May 21st. (Councilor Hurley)

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

10-P Signing of Council Orders

That's about it for now. Good weather is upon us and more people are out walking and riding bicycles. Baseballs, soccer balls, kick balls and Frisbees are being passed around everywhere and they all occasionally go into the road. Whatever we can do to show little extra courtesy to our pedestrians, cyclists and ball players says a lot about the type of community we want to be. You will enjoy the weather more if you do it safely. It's fair to ask the same of our visitors. Have a safe and enjoyable weekend. Shop here, run your errands here, dine here, play here and most of all live every moment you can here.

**City of Belfast
Consent Agenda
Tuesday, May 17, 2016
Meeting #22**

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 following applications for a Victualer License renewal, due to expire May 31, 2016:

LAWRENCE MARSHALL	d/b/a	THE ALDEN HOUSE
CHARLIE LAUREL	d/b/a	BAY WRAP
MICHAEL BOWEN	d/b/a	BOWEN'S TAVERN
DAVID CRABIEL	d/b/a	CHOCOLATE DROP CANDY SHOP
C.COURTNEY SANDERS	d/b/a	DAILY SOUP
DAVID CRABIEL	d/b/a	DAVE'S DRIVE-IN
ANTHONY JACOVINO	d/b/a	DELVINO LLC
DELVINO LLC	d/b/a	LA VIDA
MICHELLE BERRY	d/b/a	MOONBAT CITY BAKING
SUZANNE COOLBETH	d/b/a	SUECAKES
TALL PINES HEALTH CARE INC	d/b/a	THE RESIDENCE AT TALL PINES
PINCHY INC	d/b/a	THREE TIDES
MICHAEL CASBY	d/b/a	TRILLIAM EVENTS INC
RANDALL COLLINS	d/b/a	VFW
ANNA WAGNER	d/b/a	WAGS WAGON LLC
DENISE FULLER	d/b/a	WASSES HOT DOGS

Motion to approve the request of the following applications for a Victualer License renewal, due to expire May 31, 2016:

LAWRENCE MARSHALL	d/b/a	THE ALDEN HOUSE
CHARLIE LAUREL	d/b/a	BAY WRAP
MICHAEL BOWEN	d/b/a	BOWEN'S TAVERN
DAVID CRABIEL	d/b/a	CHOCOLATE DROP CANDY SHOP
C.COURTNEY SANDERS	d/b/a	DAILY SOUP
DAVID CRABIEL	d/b/a	DAVE'S DRIVE-IN
ANTHONY JACOVINO	d/b/a	DELVINO LLC
DELVINO LLC	d/b/a	LA VIDA
MICHELLE BERRY	d/b/a	MOONBAT CITY BAKING
SUZANNE COOLBETH	d/b/a	SUECAKES

TALL PINES HEALTH CARE INC	d/b/a	THE RESIDENCE AT TALL PINES
PINCHY INC	d/b/a	THREE TIDES
MICHAEL CASBY	d/b/a	TRILLIAM EVENTS INC
RANDALL COLLINS	d/b/a	VFW
ANNA WAGNER	d/b/a	WAGS WAGON LLC
DENISE FULLER	d/b/a	WASSES HOT DOGS

- B. Request to approve the application by Anthony Jacovino and Christina Delsanto d/b/a Delvino's Grill and Pasta House located at 52 Main Street, Belfast, Maine for a renewal Class XI Spirituous, Vinous and Malt Liquor license.**

Motion to approve the application by Anthony Jacovino and Christina Delsanto d/b/a Delvino's Grill and Pasta House located at 52 Main Street, Belfast, Maine for a renewal Class XI Spirituous, Vinous and Malt Liquor license.

- C. Request to approve an application by Delvino, LLC d/b/a LaVida located at 132 High Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant liquor license.**

Motion to approve an application by Delvino, LLC d/b/a LaVida located at 132 High Street, Belfast, Maine for a renewal Malt, Spirituous and Vinous Restaurant liquor license.

- D. Request to approve an application by the Belfast Curling Club located at 211 Belmont Ave, Belfast, Maine for a new Spirituous, Vinous and Malt license.**

Motion to approve an application by the Belfast Curling Club located at 211 Belmont Ave, Belfast, Maine for a new Spirituous, Vinous and Malt license.

- E. Request to approve a new application for a Special Amusement Permit for the Belfast Curling Club for Live Music, DJ, Karaoke, all Live Entertainment, and dancing at 211 Belmont Ave, Belfast, Maine, interior & exterior.**

Motion to approve a new application for a Special Amusement Permit for the Belfast Curling Club for Live Music, DJ, Karaoke, all Live Entertainment, and dancing at 211 Belmont Ave, Belfast, Maine, interior & exterior.

- F. Request to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for the Chamber After Hours event located at the Chamber Office, 14 Main Street, Belfast, Maine on Thursday, May 12, 2016 from 4:00 p.m. to 8:00 p.m.**

Motion to approve an off premises catering permit for The Otis Group Incorporated d/b/a Rollie's Bar & Grill for the Chamber After Hours event located at the Chamber Office, 14 Main Street, Belfast, Maine on Thursday, May 12, 2016 from 4:00 p.m. to 8:00 p.m.

- G. Request to approve an application for a parade permit request submitted by William Pollock on behalf of the VFW Post 3108 for a Memorial Day Parade on May 30, 2016 starting at Reny's Plaza at 10:00 a.m.**

Motion to approve an application for a parade permit request submitted by William Pollock on behalf of the VFW Post 3108 for a Memorial Day Parade on May 30, 2016 starting at Reny's Plaza at 10:00 a.m.

- H. Request to approve a Facility Use application by Susan Cutting representing Come Boating for the use of the trailer parking area at the Harbor for their annual Nautical Yard Sale and Launch Day on May 28, 2016 from 9:00 a.m. to 2:00 p.m.**

Motion to approve a Facility Use application by Susan Cutting representing Come Boating for the use of the trailer parking area at the Harbor for their annual Nautical Yard Sale and Launch Day on May 28, 2016 from 9:00 a.m. to 2:00 p.m.

9.G

City of Belfast

131 Church Street, Belfast, Maine 04915

Parade Permit

Permit # _____
(Office use only)

Date of request: 2 MAY 2016

Name of Organization: RANDALL COLLINS
VFW POST 3108

Contact Person: WILLIAM POLLOCK QM Phone#: (207) 338-2358

Mailing address: RANDALL COLLINS
VFW POST 3108 34 Field St BELFAST, ME 04915-6660

Date of Parade: 30 MAY 2016

Parade Route - please complete the following information:

Where parade will be forming: PARTICIPANTS will assemble
between 09:15 - 10:00 A.M. At Renny's PARKING
Lot.

Parade Route: At 10:00 A.M. PARADE will step off
from Renny's PARKING lot AND proceed to ENTRANCE
at BELMONT AVE. PARADE will TURN left on BELMONT
AVE AND proceed ~~AND~~ to GROVE Cemetery.
PARADE will TURN left AND enter GROVE Cemetery
and render honours at appropriate sites
UPON completion of honou ceremonies PARADE
will depart GROVE Cemetery TURN left on Bel-
mont Avenue AND proceed down Belmont Avenue
to boat landing.
Honours will be rendered.
UPON completion of boat landing honours PARADE
will be dismissed

Applicant Signature: William C Pollock, QUINTELLAN STEN
VFW POST 3108

Date approved by City Council: _____

9. H

MEMORANDUM

May 11, 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 – Come Boating Yard Sale / Launch Day

A Facility Use Request has been submitted by Susan Cutting representing “Come Boating” for the use of the area in and around the shed the group uses next to the trailer parking lot at the Harbor for a Yard Sale / Launch Day event. The event is scheduled for Saturday, May 28th from 9:00 a.m. to 2:00 p.m. with some grilled hot dogs / hamburgers, nautical themed yard sale items and information on the organization. They will set-up a table and small pop-up tent

The Harbormaster does not have any issues with this request. I’ve requested the group not to block off in any way the Harbor Walk and to be aware of approximately 20 cyclists arriving between 4-5 p.m. as part of the Bike the US for MS Ride. The cyclists will need space to park two vans, one small trailer and use of Heritage Park for the evening. Parking spaces will be marked and reserved in the municipal lot next to the park for 4 p.m. – 7 a.m. May 28-29th.

The Come Boating organization will make every effort possible to make the cyclists feel welcomed to 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?
Susan Cutting, 603-372-2074 (mobile) susan.cutting@yahoo.com
President of Come Boating!

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?):
Come Boating's annual Nautical Yard Sale and Launch Day on Saturday, May 28th 9:00am-2:00pm. The Nautical Yard Sale is a fundraiser for Come Boating's annual free community

rowing program. We will have information about Come Boating! available for visitors, and grill hot dogs and hamburgers around lunch time. We will offer free rows in the Cornish Pilot gigs, and have an informal pick-up race at 2pm.

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.

As in past years, we plan to put a table and little tent with the nautical yard sale items on the bit of lawn between the Come Boating shed and the boat trailer parking lot. We plan to grill hot dogs and hamburgers from 11-1 next to the boat shed. We will have some additional food items on the picnic table next to the boat shed. And put a table with information about Come Boating on the other side of the picnic table.

4. What **dates and times** do you wish to have this event? May 28th 8am-2:30pm (that include set up and clean up time. The rain date is the following day, Sunday, May 29th at the same times.

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? I do not know—maybe 50 people over the course of the day?

8. Will you be selling things at this event? What and by who if not you? We have Come Boating hats and T-shirts for sale at our membership/information area

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

No. _____

By Whom: Name and Phone contact number:

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

There will be a safe and contained grill that will be monitored for the entire time it is on 11am - 1pm.

11. Will you be renting spaces to vendors on City Property? 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.

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? _Come Boating has insurance coverage from Starkwether and Shepley for boating and the City of Belfast is and additional named as insured on the policy.

14. Who is your insurance agent that will provide proof of this coverage to the City?
Monica Piccinini is the Come Boating Board member responsible for insuring that our insurance coverage is up to date.

15. Noise: What kind of noise do you expect to generate at this event and during which specific period of time? Not much. People talking.

16. How do you propose to handle garbage removal? We can bring and remove our own track container if that would be preferable.

17. How do you propose to handle parking? On the city streets. I don't imagine there will be so many people attending the event that it would cause much inconvenience.

18. How do you propose to handle security? None needed.

19. How do you propose to handle the need for restrooms? The public restroom is right nearby

20. What is your plan/need for electricity or water? We will bring our own container for water to drink. No electricity needed.

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?

Susan Cutting 603-372-2074 susan.cutting@yahoo.com

Carol Cuhn 322-3090 carolkuhn4@gmail.com

23. Are you requesting any services from the City? Be specific on the services you are asking for
No, thanks

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 cannot reach a volume level of more than 7 on controls
- Plan for restroom facilities
- Scheduled meeting with City Representative

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

Signature _____ Susan Cutting _____ Date: _____ May 11, 2016

Printed Name: _____



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

Excerpts of various reports and Presentations on Fiberight Proposal JJS 5/11/16

“The MRC recommends that Charter Municipalities manage their MSW through a three-part system that includes the following components: (1) continuation of local efforts for waste reduction and recycling and for control of waste collection and transportation; (2) use of the Fiberight facility, being developed in Hampden, Maine, for processing of mixed acceptable waste to recover recyclables and to convert organic materials into bio-methane and other high-value products; and (3) use of the Crossroads Landfill in Norridgewick, Maine, as a disposal facility for residual materials from the Fiberight facility and for management of acceptable waste and materials that the Fiberight facility cannot accept for any reason. In the view of the MRC, the recommended system is the best way for the Charter Municipalities to achieve a long-term, affordable, environmentally sound method for managing solid waste starting in 2018.

Fiberight has many advantages compared with other alternatives reviewed by the MRC. Of particular note are the following:

- The Fiberight facility can convert organic wastes into high-value products without needing a new region-wide system to collect organic materials separately from other wastes. While there are precedents for source-separated collection in urban areas, instituting a broad new and duplicative system for separate collection and transportation of organic wastes in rural Maine would be expensive and burdensome and would pose major implementation challenges, thereby undermining the goals of the MRC to ensure a long-term affordable and environmentally sound system of MSW disposal. The Fiberight facility will convert organics to high-value products while avoiding the need for such a broad new duplicative collection and transportation system.
- The Fiberight facility uses a proprietary system for pulping waste prior to recovery of recyclable materials that avoids contamination issues associated with conventional mixed-waste processing facilities. Recovered materials will be clean with little contamination in line with Maine’s tradition and reputation for producing high-quality recyclable materials.
- As a regional facility, the Fiberight facility offers the capability to make use of technologies, market opportunities and environmental control measures at a scale that is not available or feasible for use by individual municipalities or groups of municipalities in the MRC service territory. If the towns work together through the MRC, they can accomplish far more than if each town were to pursue an individual solution. Likewise, the more towns join together, the more successful the project will be.

The MRC selected Fiberight over other vendors that responded to the Request for Expressions of Interest (RFEI) for reasons that included:

and burdensome and would pose major implementation challenges, thereby undermining the goals of the MRC to ensure a long-term affordable and environmentally sound system of MSW disposal. The Fiberight facility will convert organics to high-value products while avoiding the need for such a broad new duplicative collection and transportation system.

- The Fiberight facility uses a proprietary system for pulping waste prior to recovery of recyclable materials that avoids contamination issues associated with conventional mixed-waste processing facilities. Recovered materials will be clean with little contamination in line with Maine's tradition and reputation for producing high-quality recyclable materials.
- As a regional facility, the Fiberight facility offers the capability to make use of technologies, market opportunities and environmental control measures at a scale that is not available or feasible for use by individual municipalities or groups of municipalities in the MRC service territory. If the towns work together through the MRC, they can accomplish far more than if each town were to pursue an individual solution. Likewise, the more towns join together, the more successful the project will be.

MEMORANDUM

TO: Bangor City Council
FROM: Catherine Conlow, City Manager
DATE: February 11, 2016
SUBJECT: Waste Options Post 2018

Proposed for the February 22, 2016 agenda is an order seeking Council authorization for Bangor to join with the Municipal Review Committee (MRC) in its proposed Fiberight project in Hampden, Maine. From a timing standpoint, it is necessary to decide how the City shall move forward with its solid waste disposal as it will take several years to implement. In advance of Council's consideration of this important issue, this memo lays out the options available to the City and why the recommendation is to remain with MRC. Additionally, I have attached a comparison of the proposals (Exhibit A) and the Frequently Asked Questions which provides details on the two main options. (Exhibit B)

Background

The City's 30 year contract to dispose of municipal solid waste (MSW) at the Penobscot Energy Recovery Company (PERC) facility in Orrington, Maine expires on March 31, 2018. Maine law requires that municipalities provide for the disposal of MSW generated within their limits.

Prior to 2011, the MRC and PERC Partners including USA Energy worked together on how to operate the PERC facility at 200,000 tons or lower. In 2011, the PERC Partners broke off negotiations for Post 2018 disposal with the MRC and its member communities. The primary reason cited was that MRC was concerned about the proposed tip fee structure which had the Charter (original partners) municipalities paying a tip fee of \$110 per ton at the same time PERC was proposing a \$75 per ton tip fee from other municipalities and \$55 per ton tip fee for commercial waste from outside PERC's municipal service territory. Additionally, the MRC did not believe it would be financially feasible for Charter Municipalities to provide 165,000 to 175,000 tons of MSW per year at \$110 per ton as required by PERC. Under that proposal the City of Bangor's annual net tipping fees would increase by \$1.4 million over today's tipping fees, with no subsidization. At that price, MRC felt that lower cost alternatives could be sought. Without a guarantee of 165,000 tons and the fee structure cited above, PERC partners told MRC communities to seek other alternatives and plan for the closure of the PERC plant. PERC did not respond to the proposal process initiated by the MRC on behalf of the 187 communities.

In early 2013, the MRC initiated a Request for Proposals (RFP) process seeking alternatives that would retain the MRC longstanding commitment to environmentally sound disposal that was not dependent on the importation of solid waste and would be economically viable for the region served. The RFP sought responses that included proposals to retrofit the existing PERC facility and site as well as development of a new process and site. PERC's managing partner informed the MRC that continued operation of PERC's existing technology was the only business approach they were willing to move forward with after 2018. It was for this reason that the MRC prepared the RFP and secured rights to a new development location in Hampden.

The MRC received and reviewed 15 responses. After visits and significant research by MRC Board members and staff, the recommendation was to pursue disposal through Fiberight solution. While not extensively utilized technology in the U.S., it is widely used in European Countries.

Disposal Options in Maine

Below are some of the options that are available in Maine. Although not all widely available to Bangor, I thought it was important to identify each of the options evaluated.

Landfilling. The nearest landfill, Juniper Ridge in Old Town, is only licensed to accept limited amounts of MSW as bypass and for placement of soft layer in base cell construction. Additionally, it would require both a license renewal and a license expansion for both capacity and to accept MSW. An expansion application has been filed with the Maine DEP. However, the expansion application proposes to accept even less MSW annually than is currently accepted at the facility. Finally, Casella, the operator of the landfill, is prohibited under the terms of a contract entered into with PERC, from contracting with any MRC community for post 2018 disposal services until 2019—a full year after the PERC contract ends. For these reasons, Juniper Ridge does not represent a viable, long term disposal option. Landfill options such as Crossroads in Norridgewock face long term capacity constraints and have the added issue of substantial transportation costs. Nonetheless, Norridgewock is the only viable contingency plan should Fiberight be delayed in commencing commercial operations by April 1, 2018.

Non-PERC waste to energy (WTE) facilities. Maine has three WTE plants in operation: PERC, Ecomaine in Portland, and Mid Maine Waste Action Corporation (MMWAC) in Auburn. MMWAC and Ecomaine, both substantially smaller than PERC, have capacity and transportation obstacles that make these options impractical for Bangor. For instance, Ecomaine has capacity for approximately 20,000 additional tons annually and Bangor generates as much as 28,000 to 30,000 tons annually.

Jay Dresser Model – Mr. Dresser is proposing to locate a 70,000 sq-ft drop off sort facility in a convenient location by the Bangor Mall. (Exhibit C) Mr. Dresser would also provide pre-sort curbside pickup with weight scales on a sorter truck. Residents would be reimbursed either curbside through the use of bar codes or through a property tax credit or rent credit. The financing hasn't been worked out but he would propose to use the \$25 million of MRC funds along with a series of voluntary payments from commercial and retail establishments. Mr. Dresser believes that he could recover and reuse 90% of the material with the remaining 10% going to the landfill or PERC facility.

The MRC has not yet reviewed this proposal as Mr. Dresser did not submit a proposal in response to the Request for Proposals. Mr. Dresser has not figured all the financing pieces or location at this time but has indicated that he may be prepared to do so in a month. Since Mr. Dresser's proposal is to use MRC funds to construct and/or retrofit this facility it would be difficult for Bangor to decide on this approach. Further, the PERC cannot sustain operations affordably at 20,000 tons.

I think it is important to note that the model that Jay Dresser is looking to implement includes source separation. Two years ago, the City changed from source separated to single sort in response to resident pressure. City Infrastructure utilized for source separated recyclables was sold and/or re-purposed.

PERC - PERC has been reliable partner with the MRC for the past 30 years. As many of you know, the plant is sized to accept 310,000 tons of MSW, which is burned and the residuals delivered to Juniper Ridge in Old Town. The challenges are twofold. First, PERC has been selling its electricity to Emera under a contract with a special rate that is four times the market rate, which has subsidized PERC operations on the order of \$15 to \$20 million per year. The net result has been that the EMERA service area electricity rate covers have been subsidizing the

fees for 187 communities that make up the MRC, many of which are located outside the EMERA service area. (See memo from George Aronson, Exhibit D)

Additionally, the PERC plan has been heavily reliant on importation of solid waste from out of state. The Emera subsidies and the tip fees paid by the MRC municipalities allowed for substantial discount of tip fees for out of state waste. These deep discounts of tip fees have made up for the high transportation costs to deliver out of state waste. The proposed tip fees presented in 2011 were substantially higher than what is paid now and although their proposal included discounts for the importation of out of state waste it is questionable whether that will still be viable, post 2018.

The PERC private sector partners have presented the City with an offer to continue incinerating MSW after 2018 using their existing process and technology. The main parameters of the offer are laid out in the table on the Exhibit A. The proposal is for tip fees of \$84.36 per ton for a 15 year contract adjusted quarterly. In addition, the PERC private partners have also proposed options that municipalities could opt into which include the following: Collect and deliver single-stream recyclables to the Lewiston MRF; Collect and deliver source-separated organic materials to the Agri-Energy anaerobic digestion and biogas-to-electricity facility in Exeter; and to collect and deliver residual materials either to the PERC facility or to the Juniper Ridge Landfill. (See Exhibit A)

The PERC private partners now claim that the Orrington plant can operate on 200,000 tons, effectively eliminating the need for out of state waste. However prior to 2012, both the MRC and the PERC partners could not find a solution that would allow the operation of the Orrington facility at 200,000 tons. A proposal at this time by USA Energy is to cycle the boilers so that they can reduce operating hours, maintenance costs and labor expense. A review of their own engineering report concluded that PERC would be capable of operating till 2035 based on present day approach to operations currently established. (Exhibit E) The PERC proposal is substantially different and includes significant non-strategic "across the board" cuts to fixed operating costs that are not plausible given the strains of the proposed change to operations. Part of the proposal is to reduce the workforce by approximately 25 employees, leaving approximately 50 employees to operate the facility. Further, the PERC facility has never operated in this manner and the practice would go against industry standard practice for such a facility.

Finally, when the plant has operated below its current level, it is not clear whether the facility can continue to operate within its existing air quality permit. There has been no information made available to the experts at MRC which would address this concern.

At this time, USA Energy has provided no indication that significant resources would be available to support operation of the PERC facility in the event of any contingencies. USA Energy is a privately-held entity with no credit rating and no evidence of ability to raise substantial funds, nor has it any history of investment into the facility without the cash flow made available through the electricity prices. Without that subsidy, it is unclear whether USA Energy would have the demonstrated financial resources to deal with potential contingencies such as unbudgeted repairs, made more challenging because of the cuts in staff and resources.

Contractually, the proposal includes a few changes that are not favorable to the MRC communities and operating assumptions that are not feasible. The deal is two parts including a Restated Partnership Agreement and a waste disposal agreement. Most notably, the draft partnership agreement proposed by USA Energy does not include oversight by the MRC or the municipalities. As a note, staff and consultants for MRC have worked with the partners for 30 years to ensure that the plant operates in a financially viable and environmentally friendly manner. A memo from Dan McKay of Eaton Peabody outlines some of the concerns and is attached

(Exhibit F). Under this proposed restated agreement we would be solely reliant on the partners to provide us with information, determine expenditures and set tip fees.

In addition to a review by Dan McKay, the City Solicitor has been reviewing all contracts submitted by USA Energy, including the draft Restated Partnership Agreement and the Waste Disposal Agreement signed by USA Energy and mailed to the communities in mid-December of 2015. In addition to the elimination of the MRC oversight in the restated partnership agreement, the contract, like the MRC proposal relies on the delivery of a fixed amount of material. Currently, the Oversight Committee determines budget and tip fees subsidies to municipalities. Under the restated partnership agreement that becomes the sole discretion of the USA Energy partners. Further, the Waste Disposal Agreement includes substantial penalties for withdrawal. (For example, the penalty to Bangor if PERC exercises its unilateral right to declare a Deemed Termination under the agreement would be over \$7 million payable within 30 days of PERC's determination).

One potential money savings for the city is that if the MRC dissolves, the City would be entitled to use its share of the reserves (approximately 4 million) to pay down the cost of garbage disposal. The attached (Exhibit G) is an email from George Aronson on the reserves and how long they would last in Bangor under that scenario.

The primary concern with continuing to operate the PERC facility is that we have been unable to verify the operating pro-forma. In fact, the pro-forma developed by MRC staff indicates that we could be responsible for substantially higher tip fees. No reliable information has been presented to the MRC which would address the likelihood of that concern.

Fiberight - The Fiberight solution is the one that has been reviewed and recommended by the Board of the MRC, an organization made up of representatives of Bangor and 186 other Maine communities. Based on careful review and site visits, the board has determined that Fiberight has developed a comprehensive, long term waste processing and disposal solution that will convert waste to high value energy and related products. The net result is a reduction of waste, increase in recycling, at an affordable cost which provides greater security and far less risk than the PERC facility and contract offer.

The Fiberight process is based on European MBT (Mechanical Biological Treatment) plants that separate and recover recyclables from organic material. (Exhibit H) There are currently over 330 MBT plants in Europe, with a total of 450 expected by 2020. Collectively these plants process over 34 million tons of waste per year. For reference, PERC processes 300,000 tons per year, and the entire US waste to energy sector processes 29 million tons per year. The Fiberight team includes Covanta Energy, which is a public company listed on the New York Stock Exchange and a world leader in waste processing technology, with revenues over \$1.6 billion per year and free cash flow on the order of \$200 million per year.

Concerned about the use of this technology in the US, the MRC Board of Directors contracted with Dr. Hermet Pendse and the University of Maine Forest Bioproducts Research Institute to conduct an independent analysis on the viability of the Fiberight technology. In addition to confirmation from our own staff and consultants, Dr. Pendse's team confirmed that the science behind the technology was sound and would work in this region.

If approved, the MRC deal continues to ensure cooperative oversight over disposal through the MRC. In January 2014, the Council adopted an order which continued to favor the cooperative assistance that is the keystone of the MRC.

The MRC proposal is \$70 a ton. Further, the MRC plan includes the use of current reserves to reduce the cost of waste to \$65 per ton. Further, the MRC included contingency planning such as backup disposal capacity at Crossroads Landfill and sufficient reserves that the MRC administrators on behalf of members offer further insurance of stable tip fees and other costs in the event of the unexpected service interruption. (Exhibit 1)

MRC communities would receive additional financial benefits for revenues on recyclables and energy products above a revenue baseline established in the agreement and sharing of tip fee revenues for waste disposal over 180,000 tons annually.

Under the terms of the agreements, the MRC would acquire the land and develop the land with road, water and sewer and Fiberight and Covanta Energy would invest at least \$70 million to build the facility. Owning the land and leasing it to Fiberight, provides an extra layer of control for the MRC.

Recommended Option

The recommendation is to continue with the MRC plan and move forward with the construction of the Fiberight facility in Hampton. In addition to the above discussion:

The MRC plan is comprehensive. It provides local control and flexibility with regard to waste reduction through means like recycling and PAYT programs. It pairs that with innovative Fiberight technology that will increase diversion of recyclables and convert MSW including organics, into high value energy products. A contract with Crossroads Landfill in Norridgewock ensures an interim disposal location in case of unanticipated events.

The MRC plan is prepared to address contingencies. In addition to backup disposal capacity at Crossroads Landfill, the reserves MRC administrators on behalf of members offer further insurance of stable tip fees and other costs in the face of the unexpected.

Covanta's willingness to invest upwards of \$100 million in the Fiberight facility is confirmation of the project's promise and technical and economic feasibility.

MRC has been a trusted partner and advocate for the municipal interests. The MRC is made up of member communities, like Bangor, working toward the common goal of affordable waste disposal for municipalities over the long term. MRC's success is manifest in the exceptionally strong position members are in as we approach termination of the PERC contract. By remaining united, we can continue this collective success past 2018.

The final recommendation is to authorize the City Solicitor to negotiate an agreement with the MRC on behalf of the City of Bangor for post 2018 waste disposal.

Additional Attachments:

MRC Presentation
Bios for Fiberight
Exeter Proposal

AGENDA TOPIC 10.C

TO: Mayor & City Council
FROM: Wayne Marshall, City Planner
DATE: May 12, 2016
RE: Sale of Front Street Parking Lot to DUBBA/Front Street Shipyard

REQUESTED ACTIONS

Action #1. It is requested that the City Council consider approval of the sale of the City owned Front Street parking lot to DUBBA/Front Street Shipyard for \$600,000 and authorizing the City Manager to sign the purchase and sale agreement, mortgage deed and promissory note associated with said sale. The Shipyard, consistent with terms of the approved Contract Rezoning Agreement, Amendment #8, intends to construct Building #6 on the parking lot property. The Shipyard plans to begin construction of Building #6 by July 1, 2016, and to complete construction by the end of this year. Terms of the sale involve DUBBA making monthly payments to the City over 7 years at a fixed interest rate of 4%. The City and DUBBA entered Amendment # 8 to the Contract Rezoning Agreement in January 2014, and terms of said Amendment were last considered and amended by the parties in August 2015.

Copies of the pending purchase and sale agreement, mortgage deed, with the accompanying amortization schedule, and promissory note are attached to this memorandum. As these documents are now also being reviewed by DUBBA, their legal counsel and the lending institutions with which DUBBA is working, the request of the Council would be to authorize the City Manager to sign documents on your behalf, and to allow him to approve any nonmaterial changes to the documents.

Action #2. It is requested that the Council consider authorizing the City to establish a reserve account in which the monthly payments received from DUBBA will be deposited. Only the Council would have the authority to authorize expenditures from the reserve account. It is anticipated that the Council would use these revenues to pay expenses such as but not limited to debt service on the loan the City has obtained for the current Front Street Reconstruction project and/or the construction of new public parking in the downtown/waterfront area.

Further, the City, pursuant to terms of the Contract Rezoning Agreement and the Deed, is responsible for doing the final paving and paying the costs of such for the relief walkway for the Harbor Walk that will be constructed in front of Building #6 after the Shipyard completes construction of the Building. I am recommending that the cost of this work be paid from the revenues derived from the sale of the parking lot. I do not have an estimate for this cost at this

time. I note that the Shipyard is responsible for constructing the base material for the relief walkway and paying all associated costs.

BACKGROUND INFORMATION - ACTION #1 - SALE OF PROPERTY

DUBBA worked cooperatively with the City in deciding to purchase the former Stinson Seafoods property from Belfast Bridge, LLC in January 2011. Over the past 5 years the City and DUBBA have entered a series of contract rezoning agreements and mutual land exchanges to enable DUBBA to construct and operate the Front Street Shipyard, and for the City to use DUBBA's property to support activities such as public pedestrian access; the Belfast Harbor Walk. The Shipyard is now an integral part of Belfast's working waterfront.

In January 2014, as part of Amendment #8 to the Contract Rezoning Agreement between the City and DUBBA, the City Council approved the sale of the City owned Front Street parking lot to DUBBA so that DUBBA could construct proposed Building #6. Amendment #8 identifies the terms and conditions that apply to the construction of Building #6. Building #6 is 21,700 square feet in size (about 140 ft x 160 ft), and 66 feet in height, and is very similar in size to existing Building #5 which the Shipyard constructed in 2011/2012. Building #6 is of sufficient size and height to allow the Shipyard's larger travel-lift, the 485 ton lift, to freely move boats in and out of the proposed new Building. Existing Building #5 is 55 feet in height and the Shipyard can only use their smaller 165 ton lift in that Building. The Shipyard intends to use Building #6 to retrofit and construct larger boats, and may use the facility to support the construction of small ferries.

The terms of Amendment #8, as subsequently amended by the Council in August 2015, require that DUBBA complete the construction of Building #6 by December 31, 2017. DUBBA is in the final stages of securing a \$ 4,000,000 loan through Androscoggin Savings Bank and the Small Business Administration to finance the construction of Building #6. The City and DUBBA, based on a past appraisal of the City owned parking lot property, which is about .84 acres in size, previously agreed to a price of \$600,000 for DUBBA to purchase the parking lot. DUBBA is now requesting that the City consider allowing DUBBA to pay the purchase price over a period of 7 years, with payments to be made monthly and at an effective interest rate of 4 percent. The amortization schedule that is attached to the promissory note (reference attachment A) identifies the amount of monthly payments over the 7 year term. The first monthly payment in the amount of \$8,201.28 would be due on July 1, 2017, and the last monthly payment of the same amount would be due on June 1, 2023. Total interest over the life of the loan would be \$88,907.90.

William Kelly, City Attorney and I worked with JB Turner and Tuesdi Woodworth, DUBBA, to help identify potential terms of the following agreements. I will offer a few comments on each, and can respond to any questions at the Council meeting.

Promissory Note, Attachment A. This document includes the amortization schedule. The amortization schedule identifies an equal payment each month over the course of 7 years; amount of principal payment increases each month based on previous month's payment. I note that I originally spoke with the Council about using a 'ramped' payment schedule; percentage of

the loan paid in each year would increase over the life of the loan. The Shipyard has now stated that they prefer a traditional amortization/payment schedule.

Quitclaim Deed, Attachment B. This defines the property the City would be selling to DUBBA, subject to any encumbrances on deed. I note that the size of the parcel is .84 acres and that it is laid out as shown on the attached plan. Page 1 - 3 of the Deed identifies terms that apply to the required relief walkway. The deed also references requirements of the Contract Rezoning Agreement, such as the stipulation that DUBBA construct Building #6 by December 31, 2017, removal of the existing street lights in the parking lot and providing such to the City, the City's ability to remove any plants/trees in the parking lot (I believe we previously removed all trees that we intend to reuse) and the City's ability to levy penalties equal to \$100/day if DUBBA fails to adhere to requirements of the deed.

Purchase and Sale Agreement, Attachment C. This document identifies the terms of the sale of the property. It references such requirements as the removal of the lights, the need for DUBBA to comply with terms of the VRAP on the parking lot, the need for DUBBA to pay the City's costs associated with this sale, and such.

Mortgage D, Attachment D. A very straight forward document that mostly references the Quit Claim Deed and the fact that the City will have a subordinate position to Androscoggin Savings Bank on the DUBBA's property, excepting the property (Building 6 and land) associated with this loan. I note that terms of the SBA loan do not allow DUBBA to have a mortgage of 20 years with Androscoggin/SBA and a different length of loan, 7 years, with the City. Thus, the City's security on our loan is a subordinate position on DUBBA's other assets (which are valued at about \$14 million), rather than a security on the Building 6 land.

I believe the approach outlined in this memorandum and the attached documents works well for both parties and the community. It helps the Shipyard to construct Building #6, which benefits their business and likely results in a greater number of jobs, and implements the City's 2014 decision to sell the parking lot to DUBBA. On the City end, the Shipyard's construction of Building #6 at this time will result in more revenues through the Downtown Waterfront Tax Increment Financing District which will benefit the City's ability to repay the debt service on the Front Street Reconstruction project, and adds \$688,000 in revenues over 7 years through the sale of the property. But perhaps most importantly, the City and DUBBA started the equivalent of a partnership 5 years ago, and the construction of Building #6 represents yet one more step forward in Belfast having a true working waterfront.

DUBBA/Shipyard representatives will attend the Council meeting and can respond to any questions from the Council regarding their plans for Building #6, how such will benefit their business, and terms of the proposed purchase of City property. I also want all to recognize the tremendous amount of work which Attorney Kelly has done in preparing the attached documents in the short span of 10 days since the City first heard from the Shipyard (on May 2) that they wanted to move quickly to complete the purchase of the City parking lot. While some drafts of these documents had previously been prepared, there are always a lot of details which must be addressed as a particular proposal moves forward.

BACKGROUND INFORMATION - ACTION #2 - USE OF FUNDS FROM SALE

The sale of City property to DUBBA will result in the City receiving \$600,000 in principal payments and an additional \$88,907 in interest payments over 7 years. This requested Action involves the Council deciding how you would like to use the revenues received from this sale.

The recommendation from the City Manager and me is to commit the funds to capital project reserve account. We are suggesting that the funds in this reserve account most likely would be applied to help retire the debt service the City will incur to pay its share of the current Front Street Reconstruction project, and potentially be used to help provide additional public parking in the downtown and waterfront area. As the Council may require when we discussed the 20 year Maine Municipal Bond Bank note the City obtained for the Front Street Reconstruction project, I noted that there may be insufficient funds in the TIF, even post the construction of Building 6, to retire all of the debt service. Clearly there are sufficient funds in the TIF, particularly enough funds in the reserves accumulated to date, to pay any and all bond payments that will be due over the initial 3 - 5 years. That said, in the longer term, there may only be adequate funds to pay a portion of the debt service. Perhaps the funds from the sale of this lot could help ensure that general taxation funds would not be needed to retire the bond.

In addition, the Council has preliminarily discussed the potential of reserving some of these monies to construct new public parking because the City will be losing access to about 90 public parking spaces, albeit poorly located public parking spaces, when the construction of Building #6 commences. Regardless, under this proposed reserve account, like other City accounts, the Council would need to specifically approve all expenditures and the Council could weigh the merits of each proposal for use of the funds as such is presented.

Lastly, the contract rezoning agreement requires that the City pay the cost to pave the relief walkway for the Harbor Walk that must be constructed in front of Building #6. The Shipyard will construct the base gravel as part of their construction, but the City would need to provide about 5" to 6" of hot-top to help withstand the wheel movements of the 485 ton lift as it enters and exits the building. At present, I do not have a good estimate for this cost. One potential way to pay this cost is to dedicate a portion of these 'reserve' funds to do the work. A second would be to use some of the funds that currently remain in the Harbor Walk capital budget. At present, there are about \$ 170,000 remaining in that account.

I seek your guidance on this request.

FINAL COMMENTS

There are a few follow-up issues that the City will need to address, including but not necessarily limited to the following:

- 1) As is apparent to all, the Shipyard's decision to begin the construction of Building #6 by July 1 and to work on such through the end of December will overlap with much of the City and Water District project to reconstruct Front Street. To help begin the process of determining how best to coordinate construction of the two projects, the City/Water District project team

for the Front Street Reconstruction project (includes City staff, Water District staff, Olver Associates, Dirigo Engineering, and Maine Earth) will be meeting with the construction team for the Front Street Shipyard project on June 2. While I am certain that issues will arise with the concurrent construction of two major projects, I am confident that all can work cooperatively to do the work with as little public disruption as possible.

- 2) The City received a \$1.9 million grant from the Economic Development Administration to help fund the Front Street Reconstruction project because of the Shipyard's plans to construct Building #6. Although not a specific requirement of our receipt of the grant funds, it will be great to report to the EDA that the 'jobs' project for which the funds were received will be taking place even before the City reconstruction project is completed.
- 3) This land transfer between the City and Shipyard also will result in the Shipyard transferring ownership to a very small 19 sq ft parcel of land adjacent to Front Street to the City. We will bring this transfer further at a future Council meeting for approval. The sale of our land to the Shipyard must occur before this land can be conveyed to the City.

A

PROMISSORY NOTE

\$600,000.00

Belfast, Maine

FOR VALUE RECEIVED, DUBBA, LLC, a Maine Limited Liability Company of Belfast, County of Waldo, State of Maine, ("Borrower") whose mailing address is 101 Front Street, Belfast, Maine 04915, promises to pay to the order of THE CITY OF BELFAST, or its assigns, together with any assignee or successor holder or holders of this Note ("Note Holder"), whose mailing address is 131 Church Street, Belfast, Maine 04915, the principal sum of Six Hundred Thousand dollars (\$600,000.00), subject to a 4% interest rate over the term of this Promissory Note. Principal and inclusive interest shall be paid monthly over a seven year (7) period with the first payment to be made on July 1, 2016, pursuant to the Installment Payment Schedule attached hereto in Exhibit A. All outstanding principal and any accrued unpaid interest shall be due and payable no later than July 1, 2023, at which time the Borrower shall pay all accrued interest and principal to the Note Holder.

The Borrower shall pay to the Note Holder a late charge of five percent (5%) of any installment not received by the Note Holder within fourteen (14) days after the installment is due.

The entire unpaid balance of this Note, together with any interest due thereon and other charges to which Note Holder may be entitled, shall become immediately due and payable at the option of the Note Holder upon the failure of the Borrower to make any payment required to be paid hereunder within thirty (30) days after such payment shall be due; provided, however, upon expiration of said 30 day period, Note Holder shall provide borrower with a fourteen day written Notice of breach and provide Borrower an opportunity to cure said breach within 14 days of receipt of written Notice of breach. If suit is brought to collect the principal balance then due, together with any accrued and unpaid interest, the Note Holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorneys' fees from the Borrower, collectively or individually.

Presentment, Notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Prepayment of a portion or all the of the principal balance and any accrued interest may be made at any time by Borrower, provided that Borrower shall first provide Note Holder with a written thirty day Notice indicating an intent to exercise the prepayment option.

Any Notice to Borrower provided for in this Note shall be given by mailing such Notice, by certified mail, return receipt requested, addressed to Borrower at the address stated in the first paragraph of this Note, or at such other address as may have been designated by Notice to the Note Holder, or by delivery in hand to Borrower. Any Notice to the Note Holder shall be given by mailing such Notice by certified mail, return receipt requested, to the Note Holder at the above address stated in the first paragraph of this Note, or at such other address as may have been designated by Notice to Borrower, or by delivery in hand to Note Holder.

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The failure of Note Holder at any time to exercise any option or right hereunder shall not constitute a waiver of Note Holder's right to exercise such option or right at any other time.

Upon default, Borrower shall pay all fees and costs of collection necessary to prosecute or enforce its obligations as described herein, including attorney fees.

The rights and obligations hereunder shall be governed by the laws of the State of Maine. In the event that any provision or clause of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note which can be given effect without the conflicting provision, and to this end the provisions of this Note are declared severable.

This Note is secured by a Mortgage of even date which is subordinate to the financing of Borrower's existing primary lender as described in two Mortgages and Security Agreements recorded in Book 3937, page 307 and Book 3938, Page 75 of the Waldo County Registry of Deeds. Any material default of said Mortgage shall be deemed a default of the terms and conditions of this Promissory Note.

CAUTION: Read before signing. Borrower hereby acknowledges that it has consulted with legal counsel before execution of this Promissory Note.

Dated this _____ day of June, 2016

DUBBA, LLC

Witness

By: J.B. Turner, It's President

DUBBA, LLC
 Amortization Schedule
 \$600,000.00

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4.00% Interest Rate (annual)
 7 Year Loan; Start date 7/1/2016
 Monthly Payment: \$8,201.28

EXHIBIT A

period:	date:	interest paid:	principal paid:	remaining balance:
1	07/01/2016	\$2,000.00	\$6,201.28	\$593,798.72
2	08/01/2016	\$1,979.33	\$6,221.95	\$587,576.77
3	09/01/2016	\$1,958.59	\$6,242.69	\$581,334.08
4	10/01/2016	\$1,937.78	\$6,263.50	\$575,070.58
5	11/01/2016	\$1,916.90	\$6,284.38	\$568,786.20
6	12/01/2016	\$1,895.95	\$6,305.33	\$562,480.87

Loan amortization schedule for year 1 (2016):
 You will spend \$11,688.55 on interest and \$37,519.13 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
7	01/01/2017	\$1,874.94	\$6,326.34	\$556,154.53
8	02/01/2017	\$1,853.85	\$6,347.43	\$549,807.10
9	03/01/2017	\$1,832.69	\$6,368.59	\$543,438.51
10	04/01/2017	\$1,811.46	\$6,389.82	\$537,048.69
11	05/01/2017	\$1,790.16	\$6,411.12	\$530,637.57
12	06/01/2017	\$1,768.79	\$6,432.49	\$524,205.08
13	07/01/2017	\$1,747.35	\$6,453.93	\$517,751.15
14	08/01/2017	\$1,725.84	\$6,475.44	\$511,275.71
15	09/01/2017	\$1,704.25	\$6,497.03	\$504,778.68
16	10/01/2017	\$1,682.60	\$6,518.68	\$498,260.00
17	11/01/2017	\$1,660.87	\$6,540.41	\$491,719.59
18	12/01/2017	\$1,639.07	\$6,562.21	\$485,157.38

Loan amortization schedule for year 2 (2017):
 You will spend \$21,091.87 on interest and \$77,323.49 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
19	01/01/2018	\$1,617.19	\$6,584.09	\$478,573.29
20	02/01/2018	\$1,595.24	\$6,606.04	\$471,967.25
21	03/01/2018	\$1,573.22	\$6,628.06	\$465,339.19
22	04/01/2018	\$1,551.13	\$6,650.15	\$458,689.04
23	05/01/2018	\$1,528.96	\$6,672.32	\$452,016.72
24	06/01/2018	\$1,506.72	\$6,694.56	\$445,322.16
25	07/01/2018	\$1,484.41	\$6,716.87	\$438,605.29
26	08/01/2018	\$1,462.02	\$6,739.26	\$431,866.03
27	09/01/2018	\$1,439.55	\$6,761.73	\$425,104.30
28	10/01/2018	\$1,417.01	\$6,784.27	\$418,320.03
29	11/01/2018	\$1,394.40	\$6,806.88	\$411,513.15
30	12/01/2018	\$1,371.71	\$6,829.57	\$404,683.58

Loan amortization schedule for year 3 (2018):
 You will spend \$17,941.56 on interest and \$80,473.80 on principal.

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period:	date:	interest paid:	principal paid:	remaining balance:
31	01/01/2019	\$1,348.95	\$6,852.33	\$397,831.25
32	02/01/2019	\$1,326.10	\$6,875.18	\$390,956.07
33	03/01/2019	\$1,303.19	\$6,898.09	\$384,057.98
34	04/01/2019	\$1,280.19	\$6,921.09	\$377,136.89
35	05/01/2019	\$1,257.12	\$6,944.16	\$370,192.73
36	06/01/2019	\$1,233.98	\$6,967.30	\$363,225.43
37	07/01/2019	\$1,210.75	\$6,990.53	\$356,234.90
38	08/01/2019	\$1,187.45	\$7,013.83	\$349,221.07
39	09/01/2019	\$1,164.07	\$7,037.21	\$342,183.86
40	10/01/2019	\$1,140.61	\$7,060.67	\$335,123.19
41	11/01/2019	\$1,117.08	\$7,084.20	\$328,038.99
42	12/01/2019	\$1,093.46	\$7,107.82	\$320,931.17

Loan amortization schedule for year 4 (2019):
 You will spend \$14,662.95 on interest and \$83,752.41 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
43	01/01/2020	\$1,069.77	\$7,131.51	\$313,799.66
44	02/01/2020	\$1,046.00	\$7,155.28	\$306,644.38
45	03/01/2020	\$1,022.15	\$7,179.13	\$299,465.25
46	04/01/2020	\$998.22	\$7,203.06	\$292,262.19
47	05/01/2020	\$974.21	\$7,227.07	\$285,035.12
48	06/01/2020	\$950.12	\$7,251.16	\$277,783.96
49	07/01/2020	\$925.95	\$7,275.33	\$270,508.63
50	08/01/2020	\$901.70	\$7,299.58	\$263,209.05
51	09/01/2020	\$877.36	\$7,323.92	\$255,885.13
52	10/01/2020	\$852.95	\$7,348.33	\$248,536.80
53	11/01/2020	\$828.46	\$7,372.82	\$241,163.98
54	12/01/2020	\$803.88	\$7,397.40	\$233,766.58

Loan amortization schedule for year 5 (2020):
 You will spend \$11,250.77 on interest and \$87,164.59 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
55	01/01/2021	\$779.22	\$7,422.06	\$226,344.52
56	02/01/2021	\$754.48	\$7,446.80	\$218,897.72
57	03/01/2021	\$729.66	\$7,471.62	\$211,426.10
58	04/01/2021	\$704.75	\$7,496.53	\$203,929.57
59	05/01/2021	\$679.77	\$7,521.51	\$196,408.06
60	06/01/2021	\$654.69	\$7,546.59	\$188,861.47
61	07/01/2021	\$629.54	\$7,571.74	\$181,289.73
62	08/01/2021	\$604.30	\$7,596.98	\$173,692.75
63	09/01/2021	\$578.98	\$7,622.30	\$166,070.45
64	10/01/2021	\$553.57	\$7,647.71	\$158,422.74
65	11/01/2021	\$528.08	\$7,673.20	\$150,749.54
66	12/01/2021	\$502.50	\$7,698.78	\$143,050.76

Loan amortization schedule for year 6 (2021):
 You will spend \$7,699.54 on interest and \$90,715.82 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
67	01/01/2022	\$476.84	\$7,724.44	\$135,326.32
68	02/01/2022	\$451.09	\$7,750.19	\$127,576.13
69	03/01/2022	\$425.25	\$7,776.03	\$119,800.10
70	04/01/2022	\$399.33	\$7,801.95	\$111,998.15
71	05/01/2022	\$373.33	\$7,827.95	\$104,170.20
72	06/01/2022	\$347.23	\$7,854.05	\$96,316.15
73	07/01/2022	\$321.05	\$7,880.23	\$88,435.92

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74	08/01/2022	\$294.79	\$7,906.49	\$80,529.43
75	09/01/2022	\$268.43	\$7,932.85	\$72,596.58
76	10/01/2022	\$241.99	\$7,959.29	\$64,637.29
77	11/01/2022	\$215.46	\$7,985.82	\$56,651.47
78	12/01/2022	\$188.84	\$8,012.44	\$48,639.03

Loan amortization schedule for year 7 (2022):

You will spend \$4,003.63 on interest and \$94,411.73 on principal.

period:	date:	interest paid:	principal paid:	remaining balance:
79	01/01/2023	\$162.13	\$8,039.15	\$40,599.88
80	02/01/2023	\$135.33	\$8,065.95	\$32,533.93
81	03/01/2023	\$108.45	\$8,092.83	\$24,441.10
82	04/01/2023	\$81.47	\$8,119.81	\$16,321.29
83	05/01/2023	\$54.40	\$8,146.88	\$8,174.41
84	06/01/2023	\$27.25	\$8,174.41	\$0.00

Loan amortization schedule for year 8 (2023):

You will spend \$569.03 on interest and \$48,639.03 on principal.

Loan payoff summary

	Loan details:		Loan payoff details:
Loan amount:	\$600,000.00	Monthly payment:	\$8,201.28
Annual interest rate:	4.00%	Loan start date:	06/01/2016
Loan length:	7 years	Loan payoff date:	06/01/2023
Pay periodicity:	monthly	Interest paid:	\$88,907.90

On a \$600,000.00 loan you will spend \$688,907.90.

From this \$88,907.90 goes towards interest and \$600,000.00 will be applied to the principal.

B

MUNICIPAL QUITCLAIM DEED

The **INHABITANTS OF THE CITY OF BELFAST**, a body corporate and politic, located at 131 Church Street, Belfast, Waldo County, Maine (referred to herein as the “City of Belfast”, “City” or “Grantor”), for valuable consideration, releases to **DUBBA, LLC**, a Maine limited liability company, with a mailing address of 101 Front Street, Belfast, Maine (referred to herein as “DUBBA” or “Grantee”), all right, title and interest obtained by the Inhabitants of the City of Belfast, in and to the following described lot or parcel of land commonly known as the “Front Street Parking Lot”, together with any fixtures and improvements thereon, situated in Belfast, County of Waldo and State of Maine, more particularly bounded and described as follows, to wit:

See description attached in Schedule A, incorporated herein by reference as if fully set forth.

MEANING AND INTENDING to describe 0.84 acres, more or less, of land as shown on a survey titled as “Boundary and Easement Agreement Plan” by Gartley & Dorsky Engineering & Surveying, dated December 7, 2011 and last revised December 19, 2014 (“Survey”) as Area 1A and sometimes referred to herein as the Building 6 Lot to be recorded in the Waldo County Registry of Deeds, and being a portion of certain real property described in a deed recorded in Book 1062 Page 205; see also release deed recorded in Book 2804 Page 205 from the State of Maine to the City of Belfast.

EXCEPTING AND RESERVING RELIEF WALKWAY EASEMENTS as follows:

The City of Belfast hereby reserves a perpetual easement for the construction, maintenance, repair, replacement and use of a Relief Walkway for the Harbor Walk, open to the public, up to ten (10) feet in width for public access over that portion of the above described premises conveyed herein designated on said Survey as Area 21. Area 21 extends from the westerly side of land conveyed by the City of Belfast to DUBBA, LLC as described in a deed dated August 21, 2014 as recorded in Book 3893 Page 129 of the Waldo County Registry of Deeds, thence along the face of Building 6 as proposed and depicted on said Survey, to the generally easterly bound of the Front Street right of way. The City of Belfast, at its expense, shall construct, maintain, repair and replace the finished surface of Relief Walkway within Area 21; provided however, DUBBA, LLC shall construct all base material to prepare for the finished surface of said Relief Walkway within Area 21 so as to provide sufficient compaction and strength to provide for the travel lifts and large vessels which DUBBA, LLC shall transport over said Relief Walkway in Area 21. The surface of the Walkway shall be constructed so as not to

impede the free movement of vehicles and boats being transported by DUBBA over such Relief Walkway to and from Building 6. It is recognized that a travel lift will from time to time traverse over the walkway in Area 21 carrying boats and the combined weight of the travel lift and its load will be up to 600 tons in weight. Accordingly, any finished surface installed by the City of Belfast for the walkway, such as pavement or concrete, must be suitable to support such weight and DUBBA shall not be responsible to repair the Relief Walkway if it is damaged by the travel lift due to the surface being inadequate to support such weight. The City of Belfast shall obtain all permits and licenses required for such construction and shall comply with all applicable laws and ordinances, including environmental laws, related thereto, and shall maintain such Relief Walkway at all times in a good and safe condition for public pedestrian use. Said Relief Walkway shall be used for pedestrian access only and not for motor vehicles, skate boards, or other types of vehicles of any kind, whether motorized or not, except that (i) wheelchairs shall be permitted for handicapped or disabled persons and (ii) vehicles are permitted for purposes of construction, maintenance and repair of the Relief Walkway and for security, lighting or emergency access. With respect to bicycle access, DUBBA may ask bicycles to be walked but not ridden through sections of the DUBBA property during a temporary closure if DUBBA determines that temporary closure could result in a situation that may be considered unsafe for a person riding a bicycle. Much of this relief walkway is constructed immediately adjacent to the overhead doors of Building 6. DUBBA will ensure that access to the relief walkway is maintained at all times, and DUBBA shall employ reasonable measures to keep this walkway clear of equipment and materials which would hinder public use. Such measures include but are not limited to the use of trellises or protective covers for power cables from Building 6 that serve boats in the storage yard. DUBBA shall elicit the cooperation of its employees to recognize the purpose of this relief walkway and to foster public use of the area. The City of Belfast and DUBBA shall work cooperatively to establish the type and location of signs that provide instruction to the public using the Relief Walkway regarding its location and rules regarding its use and advising the public to remain on the Relief Walkway and not trespass onto the adjacent land of DUBBA or its adjacent buildings, launch ramps and pier/wharf. The cost of posting and maintaining such signs shall be paid by the City of Belfast. The Relief Walkway described herein over Area 21 shall be used only during those times when the Harbor Walk over Area 6 as shown on the Survey has been temporarily closed by DUBBA when boats, materials or equipment are being transported over the Harbor Walk in Area 6. DUBBA may also temporarily close the Relief Walkway over Area 21 when DUBBA is transporting boats, equipment and materials over such Relief Walkway. Except for emergency safety reasons, DUBBA shall not close both the Harbor Walk over Area 6 and the Relief Walkway over Area 21 at the same time. The Relief Walkway described herein over Area 21 may be used by DUBBA for commercial business purposes and other uses so long as such use does not interfere or impede public access, except for temporary closing of such access as described herein. The uses described herein shall be subject to review and modification pursuant to the procedures adopted for modifying the Operational Policies as described in Section 18 of the Comprehensive Master Agreement, as amended.

B

The City of Belfast hereby reserves an additional perpetual ten foot (10') wide construction easement for the purpose of temporary use during installation, maintenance or repair of said Relief Walkway. DUBBA shall not unreasonably interfere with the use of said temporary easement by the City during such periods of installation, repair or maintenance. Said ten foot (10') wide temporary construction easement shall be located immediately adjacent to the generally northwest side of the Relief Walkway over Area 21, as depicted on said Survey.

Until such time as DUBBA has completed construction of Building 6, the easement rights reserved by the City as described herein over Area 21, as well as the temporary construction easement rights described in the preceding paragraph, shall not be exercised by the City, and in place thereof the City shall have a temporary easement to use as the Relief Walkway the existing sidewalk located within the Building 6 Lot and adjacent to the northerly boundary of the Building 6 Lot.

All 5/8 inch rebars proposed are marked with a red plastic surveyor's cap marked "G&D 2290-2424-2468".

The premises described herein and the above described are conveyed subject to the terms, conditions and covenants of a Commissioners Certification of Completion of Remedial Actions under a Voluntary Response Action Plan from the Maine Department of Environmental Protection dated January 9, 2012 and recorded in the Waldo County Registry of Deeds in Book 3616, Page 117. DUBBA accepts the premises in AS IS condition and has had full opportunity to inspect and test the same for any and all hazardous conditions in or on the premises. DUBBA hereby acknowledges full awareness of all testing and remedial equipment on the premises herein conveyed and shall hold the City harmless from any and all claims, damages, fines, penalties or any form of regulatory action or Order relating to the condition of the premises herein conveyed, including reasonable attorney fees related to any regulatory action or remedial costs and/or requirements.

The above described premises are conveyed subject to the terms and conditions of those Contract Rezoning Agreements between the City of Belfast and DUBBA described in Exhibit B attached to the Comprehensive Master Agreement recorded in the Waldo County Registry of Deeds in Book 3684 and starting on Page 44, and subject to all subsequent amendments to such Contract Rezoning Agreements, including but not limited to Amendment No. 8 dated January 21, 2014, and as further amended on August 4, 2015.

The above described premises is conveyed subject to the terms and conditions of a Comprehensive Master Agreement recorded in the Waldo County Registry of Deeds in Book 3684, Page 23, and all amendments thereto including Amendment No 2 dated January 7, 2014 as recorded in the Waldo County Registry of Deeds in Book 3893, Page 21.

The above described premises is conveyed subject to two easements from City of Belfast to Central Maine Power Company and Northern New England Telephone Operations, LLC, the first one dated July 19, 2011, and recorded at the Waldo County Registry of Deeds in Book 3570, Page 260, and the second one dated March 26, 2012, and recorded at said Registry in Book 3644, Page 206.

CONDITIONS OF CONVEYANCE: This conveyance is made subject to and conditioned upon the following:

1. Grantee shall construct a building ("Building 6") on the premises conveyed herein as depicted on said Survey, of a size and configuration as approved and permitted by the Belfast City Council on January 8, 2014, and as such approval has been amended by the Belfast City Council from time to time heretofore; provided, however, the parking lot area shall not be rendered unusable by the public on or before June 21, 2016;
2. Building 6 shall be substantially completed on or before December 31, 2017, provided that if construction has commenced but cannot be substantially completed within said date due to circumstances not reasonably within the control of DUBBA, the time for substantial completion shall be extended to that time reasonably required to complete construction so long as work is progressing without any interruptions for periods of time in excess of 30 days;
3. Prior to the construction of Building 6, DUBBA shall remove all existing electric/lighting utility poles located in said parking lot, and shall deliver to the City of Belfast such equipment in the condition it was prior to removal; and,
4. The City of Belfast hereby reserves the right to require DUBBA to re-locate any viable trees on the premises to other locations within the City of Belfast, at the expense of DUBBA. Alternatively, the City in its discretion may choose to relocate said trees itself and thereafter charge DUBBA the reasonable cost of said re-location, but only if before undertaking such work the City provides DUBBA with a reasonable estimated price for such work, and DUBBA fails to perform the work within a timely manner, not to exceed thirty days from the date of request.

5. After providing a written notice and a sixty (60) day opportunity to cure to DUBBA and any then-existing mortgage holder, for any substantial breach of any or all of the conditions 1-4 as immediately described above, the City of Belfast may declare a default of such conditions if such breach is not cured by DUBBA or its mortgagee within said 60 days, provided, however, that if the work to cure such breach cannot reasonably be performed within such sixty (60) day period due to circumstances beyond the reasonable control of DUBBA, DUBBA shall have such additional time as is reasonably necessary to perform such obligation but not to exceed 120 days in total from receipt of notice of default. Upon such a default that is not cured within the time permitted, DUBBA shall pay the City of Belfast a penalty of \$100.00 per day until all defaults are cured.

USE OF RELIEF WALKWAY: With respect to the use of the Relief Walkway over Area 21 (and the use of the Building 6 Lot as a public parking lot until DUBBA commences construction of Building 6), the parties agree as follows:

A. DUBBA covenants that it will protect, indemnify, and save harmless CITY and CITY's affiliates, and their respective elected officials, officers, employees and agents, from and against any and all claims, suits, judgments, obligations and liabilities for loss or damage to property and injury to persons, together with all costs and expenses (including reasonable attorneys' fees incurred in defending any such claim or in enforcing the terms of this Agreement), incurred by any act of negligence, willful misconduct or intentional acts of DUBBA, or any of its managers, members, officers, employees, agents, guests, invitees or licensees, in, on, or about the Building 6 Lot or the Relief Walkway, or incurred as a result of DUBBA's failure to comply with its obligations under this Agreement. Such indemnification shall be limited to the available and payable coverage amounts of the insurance hereinafter required to be provided by DUBBA.

B. Likewise, the CITY OF BELFAST covenants that it will protect, indemnify, and save harmless DUBBA and DUBBA's affiliates and their respective managers, members, officers, employees and agents, and its mortgagees and their heirs, successors and assigns, from and against any and all claims, suits, judgments, obligations and liabilities for loss or damage to property and injury to persons, together with all costs and expenses (including reasonable attorneys' fees), incurred by any act of negligence, willful misconduct or intentional acts of CITY OF BELFAST, or any of its elected officials, officers, employees, agents, guests, invitees or licensees, in, on or about the Building 6 Lot or the Relief Walkway over Area 21, or incurred as a result of the CITY OF BELFAST'S

B

failure to comply with its obligations under this Agreement. Such indemnification shall be limited to the available and payable coverage amounts of the insurance hereinafter required to be provided by the CITY OF BELFAST. The City reserves all rights, protections and immunities pursuant to Maine law.

C. DUBBA and the CITY OF BELFAST shall obtain and maintain the insurances required herein by this Agreement. DUBBA and the CITY OF BELFAST shall each obtain and maintain their own casualty insurance to protect themselves against loss or damage to any buildings, structures, improvements, equipment and personal property they may own that is located upon or to be located upon the Building 6 Lot or the Relief Walkway over Area 21. The CITY OF BELFAST will not be liable for any damage or loss to DUBBA's buildings, structures, improvements, equipment and personal property on or about the Building 6 Lot or the Relief Walkway over Area 21 unless caused by the negligent or intentional acts of the CITY or the CITY's agents. DUBBA shall not be liable for any damage or loss to CITY's Relief Walkway over Area 21 and other improvements or personal property of the CITY on the Building 6 Lot or Relief Walkway over Area 21 unless caused by the negligent or intentional acts of DUBBA or DUBBA's agents. DUBBA and the CITY shall each maintain and pay the cost to maintain respectively a policy of commercial general liability insurance, or comparable, insuring itself and naming the other party as an additional insured party with limits of not less than (i) \$1,000,000.00 each occurrence and (ii) \$1,000,000.00 aggregate. On or prior to the granting of this deed DUBBA and CITY OF BELFAST shall provide each other certificates of insurance evidencing such insurance coverage. Such certificates of insurance shall require that the other party and any mortgagee be provided with at least twenty (20) days advance written notice of cancellation or material change in the stated coverage. The City hereby reserves all rights, protections and immunities pursuant to Maine law, including but not limited to, the Maine Torts Claim Act.

The rights, obligations, terms and conditions as described herein shall inure to the benefit and burden of the assigns and successors in interest of the parties hereto.

The said Inhabitants of the City of Belfast have caused this instrument to be signed and sealed in its corporate name by Joseph Slocum, City Manager, duly authorized, this _____ day of _____, 20_____.

Witness

By: John B. Turner, its Manager
duly authorized

STATE OF MAINE
County of Waldo, ss

Dated: _____

Then personally appeared the above named John B. Turner, Manager of DUBBA, LLC, and acknowledged the foregoing instrument to his free act and deed in his said capacity and the free act and deed of said DUBBA, LLC.

Before me,

Notary Public

Printed Name

B

SCHEDULE A DEED DESCRIPTION BUILDING 6 LOT

A certain lot or parcel of land located on the northeasterly side of Front Street and approximately 1200 feet southerly of Pierce Street in the City of Belfast, County of Waldo, State of Maine, being more particularly described as follows:

BEGINNING on a southerly property line of land of Dubba, LLC as described in a deed recorded in Book 3893, Page 129 of the Waldo County Registry of Deeds. Said Point of Beginning being S 39°26'53" E a distance of 3.22 feet from a 5/8 inch rebar proposed at the southeasterly corner of land of City of Belfast as described in a deed recorded in Book 3684, Page 243 of the Waldo County Registry of Deeds.

THENCE N 70°41'28" E along said land of Dubba, LLC a distance of 172.40 feet.

THENCE S 19°16'30" E along said land of Dubba, LLC a distance of 292.95 feet.

THENCE N 89°55'43" W a distance of 68.60 feet.

THENCE N 77°26'17" W a distance of 28.35 feet.

THENCE N 55°51'54" W a distance of 42.71 feet.

THENCE N 37°25'39" W a distance of 61.19 feet.

THENCE N 27°48'25" W a distance of 96.41 feet.

THENCE N 39°26'53" W a distance of 71.78 feet back to the point of beginning.

MEANING and intending to convey 0.84 acres of land as shown on a plan titled "*Boundary and Easement Agreement Plan*" by Gartley & Dorsky Engineering & Surveying dated December 7, 2011 and last revised December 19, 2014.

BEING a portion of land described in a deed to the City of Belfast as described in a deed recorded in Book 1062, Page 205 of the Waldo County Registry of Deeds.

All directions are referenced to Magnetic North 2005, derived from a bearing taken with a hand compass. All 5/8 inch rebar set are marked with a plastic surveyor's cap stamped "G&D 2290-2366-2424-2473".

PURCHASE AND SALE AGREEMENT

1. PARTIES: This Agreement is made between, DUBBA, LLC, a Maine Limited Liability Company, or its assigns, whose principal place of business is 101 Front Street, Belfast, Maine 04915, ("Buyer") and THE CITY OF BELFAST, a duly incorporated Municipality, located in Belfast, County of Waldo, Maine, with a mailing address of 131 Church Street, Belfast, Maine 04915, ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the Front Street Municipal Parking Lot, more particularly described in Schedule A attached hereto and incorporated herewith as if fully set forth; the premises shall be conveyed using the Municipal Quitclaim Deed as attached hereto in Schedule A-1.

3. FIXTURES: The Buyer and Seller agree that all fixtures and improvements are included with the sale except for the following:

Buyer shall remove the lights in the parking lot prior to the start of construction and shall deliver said lights to the City Public Works Department.

Buyer shall provide the City an opportunity to remove any and all trees and plants that are located in the parking lot. City shall remove any trees and plants that it wants by June 15, 2016. If the City does not remove trees and plants by this date, the Buyer can assume that the City has chosen not to remove the remaining trees and plants.

Seller represents that all mechanical components of fixtures will be operational at the time of closing except:

N/A

4. "AS IS" CONDITIONS/ HAZERDOUS SOILS: Dubba, LLC shall take the premises "as is, where is" and acknowledges full disclosure and opportunity to investigate all hazardous materials located on or under the premises to be sold to Dubba, LLC and Dubba, LLC shall fully indemnify and hold the City of Belfast harmless from any demands, claims, liability, or causes of action which arise as a result of the disturbance of the soil by Dubba, LLC and use thereafter of said premises. The premises are subject to a VRAP order from the DEP, thus all monitoring wells on site, and Buyer shall solely be responsible for any and all due diligence as to the hazardous conditions on site.

The Parties also require additional updated engineering studies for additional filing with the Maine DEP; Buyer acknowledges a full due diligence opportunity to understand said filings and related costs and assumes all risk and expense related to said filings and necessary engineering work.

5. PURCHASE PRICE: For such Municipal Quitclaim Deed and conveyance, Buyer agrees to

pay the total purchase price of \$600,000.00 to be paid over the course of seven (7) years as broken down in the installment payment schedule attached hereto in Exhibit A.

6. EARNEST MONEY/ACCEPTANCE:

None.

7. TITLE AND CLOSING: A Municipal Quitclaim Deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall execute all necessary papers on or before June 1, 2016. If Seller is unable to convey in accordance with the provisions of this paragraph, then, Buyer may close and accept the deed with any title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder.

8. DEED: The property shall be conveyed by a Municipal Quitclaim Deed.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed to in writing, Buyer shall have the rights described in the Municipal Quitclaim Deed immediately upon delivery of said Deed to the Buyer.

10. DUE DILIGENCE: Buyer hereby acknowledges that it has sought information from professionals regarding any specific issue or concern. Seller makes no warranties regarding the condition or value of Seller's real property.

11. PROPERTY DISCLOSURE FORM: There is no property disclosure form that has been prepared in this matter. Buyer is buying the premises AS IS after its own due diligence inspection.

12. FINANCING: Dubba, LLC shall pay to the City of Belfast the monthly amounts predetermined subject to a 4% interest rate incorporated therewith as shown in the installment payment schedule attached hereto in Exhibit A over the course of a period of seven (7) years. Dubba, LLC shall execute a Short Form Mortgage deed to the City of Belfast to secure a certain Promissory Note of even date. The Mortgage shall be subordinate to Dubba, LLC's existing primary and secondary lender's Mortgage and any Security Agreement related thereto. The real premises to be described in said Mortgages attached hereto in Schedule B (not the premises to be conveyed hereby as described in Schedule A).

13. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules.

Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a Party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused



to go to mediation loses in that subsequent litigation. This clause shall not merge, but shall survive the closing of the transaction.

14. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, specific performance or termination of this Agreement.

15. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the rights and obligations of the Parties.

16. SUCCESSORS/ASSIGNS: This Agreement shall extend to and be obligatory upon the successors and/or assigns of the Parties.

17. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

18. ADDENDA: None.

19. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon receipt of delivery in writing. This Agreement is a binding contract when signed by both Buyer and Seller, after that fact has been communicated.

20. OTHER CONDITIONS OF SALE:

i. In the event that Dubba, LLC fails to construct a building of comparable size as Building #5 on the premises, which are subject to this Agreement described herein by December 31, 2017, the real property shall immediately revert to the City of Belfast.

ii. Dubba, LLC shall pay all real property and personal property taxes related to the Lot described herein and all improvements and betterments constructed thereon by Dubba, LLC to the City of Belfast in the normal course of Citywide assessment.

iii. Dubba, LLC shall pay the City of Belfast's legal fees and costs relating to the negotiation of this Purchase and Sale Agreement, the drafting of all subsequent documents, the Promissory Note, Mortgage and deed of conveyance and/or other necessary professional fees incurred by the City of Belfast in the negotiation of this Purchase and Sale Agreement and the transfer of the premises to Dubba, LLC.

21. GENERAL PROVISIONS:

a. A copy of this Agreement is to be received by all Parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and



shall be construed according to the laws of the State of Maine.

Buyer's Mailing address is: 101 Front Street, Belfast, Maine 04915

DUBBA, LLC

By: J.B Turner, President

DATE

Seller's Mailing address is: 131 Church Street, Belfast, Maine 04915

CITY OF BELFAST

By: Joseph Slocum, City Manager
duly authorized

DATE

D

**MORTGAGE DEED
(Maine Statutory Short Form)**

DUBBA, LLC, a Maine Limited Liability Company ("Mortgagor"), with a mailing address of 101 Front Street, Belfast, Maine 04915, for consideration paid, hereby Grants to **THE CITY OF BELFAST, a duly incorporated Municipality ("Mortgagee")**, with a mailing address of 131 Church Street, Belfast, Maine 04915, **with Mortgage covenants**, to secure the payment provided in one certain Promissory Note of even date, a certain lot or parcel of land located in Belfast, Waldo County, Maine, more particularly bounded and described in Schedule A attached hereto and incorporated herewith as if fully set forth.

This Mortgage shall be subordinate to Mortgagor's primary and secondary loan Mortgages and Security Agreements to Androscoggin Bank as recorded in Book 3937, page 307 and Book 3938, Page 75 of the Waldo County Registry of Deeds.

This Mortgage is upon the statutory condition, for breach of which the Mortgagee shall have the remedies provided by law.

IN WITNESS WHEREOF, the said DUBBA, LLC has caused this instrument to be signed and sealed in its corporate name by J. B. Turner, It's President this _____ day of _____, 2016.

Signed, Sealed, and Delivered
in presence of

DUBBA, LLC

Witness

J. B. Turner, It's President

STATE OF MAINE
WALDO, ss.:

May _____, 2016

Then personally appeared the above-named **J.B. Turner** and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Limited Liability Company.

Before me,

Attorney at Law/Notary Public
Printed Name: _____
My Commission Expires: _____

10) D

Bucklin Appraisal LLC

**Real Estate Appraisers and Consultants
Serving New England**

April 26, 2016

William S. Kelly, Esq.
Kristin M. Collins, Esq.
Kelly and Collins, LLC
96 High Street
Belfast, Maine 04915

**Re: McCrum Properties
28 and 40 Pierce Street
Belfast, Maine**

Dear Bill and Kristin:

In response to your request to appraise the fair Market Value of a right of way easement and temporary work space at 28 Pierce Street and 40 Pierce Street, Belfast, Maine; I have inspected the property and have taken into consideration all factors pertinent to the estimate of value.

The purpose of this appraisal is to estimate the Market Value of the property identified in this appraisal report. The function of this report is to estimate the Market Value of the subject property for acquisition. This appraisal is conducted under the guidelines of the Appraisal Institute and conforms to U.S.P.A.P.

City of Belfast is our client. City of Belfast and their assignees are the intended users of the report. The intended use of the appraisal is to estimate the market value of the property for the City of Belfast to acquire a right-of-way, and temporary construction rights (temporary workspace) for the Rail Trail.

Value of the real estate is estimated by the sales comparison approach. The cost approach and income approach to value are not applicable in this appraisal.

Exposure Time

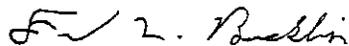
Exposure time is estimated to be twelve months. This is typical of the market and no discounting is required to estimate market value.

Caveat

The highest and best use of 28 and 40 Pierce Street is to assemble both properties as one parcel and therefore, this appraisal will consider them as one property.

Having considered all factors pertinent to the estimate of value, the sales comparison approach supports an estimated Market Value of the property, **as of April 13, 2016, of \$55,000.**

Respectfully submitted,
Bucklin Appraisal LLC



Fred W. Bucklin, MAI, SRA
ME Cert. General Appraiser #2385
(Exp. 12/31/2016)

Summary of Salient Facts

Premises 28 Pierce Street
Belfast Maine
4.15 Acres
334.8 Feet of street frontage on Pierce Street
694.4 Feet of street frontage on River Street

Assessor's Data FY 15
Reference: Map 13 Lots 70
Assessment: \$1,346,200

Title Reference
Registry: Waldo County Registry of Deeds
Reference: Book: 2590 Page: 96

Subject Property
Property Type: Industrial
Building Size: 76,162 SF

Premises 40 Pierce Street
Belfast, Maine
1.32 Acres
75.36 Feet of street frontage on Pierce Street
700 ± Feet of frontage on Passagassawakeag River

Assessor's Data FY 15
Reference: Map 13 Lots 70A
Assessment: \$235,900

Title Reference
Registry: Waldo County Registry of Deeds
Reference: Book: 2913 Page: 159

Subject Property
Property Type: Abandoned Rail Trail

28 and 40 Pierce Street

Highest and Best Use: Present Use as assemble property

Value Indication

Sales Comparison Approach: \$55,000

Final Reconciliation

Market Value: \$55,000

Effective Date: April 13, 2016

Exposure Time

Exposure Time is defined by USPAP to be – *“the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal”*.

The value opinions contained in this report is twelve months exposure time.

Table of Contents

	Page(s)
Introduction	
Scope of Appraisal Assignment.....	1-3
Purpose of Appraisal Assignment.....	4
Assumptions and Limiting Conditions.....	5-6
Appraiser's Certification.....	7-8
Area and Neighborhood Description.....	9-14
Property Description.....	15-24
Highest and Best Use.....	25-27
The Valuation Process.....	28-29
 Approach to Value	
Sales Comparison Approach.....	29-35
Reconciliation.....	36-37
 Addendum	
Cover Page.....	38
Assignment Letter.....	39
Property Cards.....	40-43
Property Deeds	44-54
Comparable Sales.....	55-68
Qualifications.....	69-71

Scope of Work

The Scope of Work is to develop a credible estimate of market value. Each appraisal assignment requires developing and reporting an appraisal that is appropriate for the solution of the appraisal problem and the intended use.

Summary

Appraisal Problem:	To develop an estimate of market value of the subject property as of the effective date of the appraisal.
Client and Intended User(s):	City of Belfast is the Client and it is the Intended User with their assignees.
Intended Use:	Acquisition of Land, a Right-of-Way, and Temporary Construction Rights.
Report Type:	Summary Appraisal Report in compliance with Standard Rule 2-2(B) of Uniform Standards Professional Appraisal Practice (2016 – 2017).
Property Identification:	Subject property is identified by address, assessor's reference, survey plan, and legal description within the appraisal report.
Deeds:	Waldo County Registry of Deeds
Inspection:	The property was inspected on April 13, 2016 by Fred Bucklin.
Market Area and Analysis:	A market survey of Waldo and Knox Counties was conducted for land sales with specific concentration on water influenced sales.
Income Approach:	N/A
Cost Approach:	N/A
Highest and Best Use:	Present use as an interim use.
Interviews:	City assessor, planner, and counsel.

Hypothetical Conditions: None

Extraordinary Assumption:

Both parcels are owned by the same owner under different names. The extraordinary condition is made that both parcels are assembled as one property. In addition, the property is appraised as vacant land without the cost of demolition and potential site clean-up.

Additional Extraordinary Assumptions Listed Below:

Factors that may impact valuation analysis

1. While the existence of a recreational trail next to an industrial facility may cause concern that the facility's insurance premiums will rise, please assume that the easement or a supporting agreement will have the City assume insured liability for incidents arising out of the use of the recreational trail, and that the City will name Penobscot McCrum, LLC and Waldo County Land Company, LLC as additional insureds under the City's liability policies. Additionally, a recreational use statute, 14 M.R.S. § 159-A, provides protection to landowners upon whose properties public recreational activities are allowed.
2. Please assume that Penobscot McCrum's regular business operations will not be impacted by the construction, maintenance or existence of the easement. The easement is to be located as close as possible to the shore, and will be paved or hardscaped so as to allow use as necessary for Penobscot McCrum to maintain existing access to the loading docks and related fuel delivery. Please also assume that current parking capabilities for employees and visitors will not be reduced.
3. Please assume that the ~~water depth at the location is as shown in the attached map. The~~ Belfast Harbor Master indicates that any pier to be built at the location could not be greater than 200' in length, and that due to water depths and in order to prevent interference with the channel, only a few slips could be located off such a pier.
4. Please assume that the constructed easement will not affect Penobscot McCrum's continued use of a pump shed and outflow pipe extending from its property across Waldo County Land Company land to the shore.
5. Please assume that the constructed easement will not affect terms of an easement granted to the Belfast Water District that is located in this area.
6. Please assume that the City will readily allow the property owner to cross the constructed path to access waterfront land owned by the property owner.

References:

Appraisal Institute – The Appraisal of Real Estate 14th Edition.

Appraisal Foundation – Uniform Standards of Professional Appraisal Practice (2016 – 2017).

Purpose of the Appraisal Assignment

The purpose of this appraisal assignment is to estimate the Market Value of the fee simple interest of the subject property. The intended use of this appraisal report is to estimate the Market Value of the fee simple interest, right-of-way, and temporary construction rights of the subject property for acquisition of land, right-of-way, and temporary construction rights.

Market Value is defined by FHLBB 563.17a.

Market Value: "Market Value" means the most probable price which a property should bring in competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and each acting, in what he considers his own best interest;
3. a reasonable time is allowed for exposure in the open market
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the formal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Statement of Assumptions and Limiting Conditions

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the titles are good and marketable and, therefore, will not render any opinions about the titles. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. All engineering plans, maps, exhibits, etc. (if any) included within the report are assumed to be accurate, unless specifically stated as otherwise. All engineering plans, maps, exhibits, etc. (if any) submitted in this report are intended solely to assist the reader with visualizing the property or project.
4. The appraiser will not give testimony or appear in court because he made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

9. The appraiser has based his appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workman-like manner.
10. The appraiser must provide his prior written consent before the client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the intended users. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
11. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

Appraiser's Certification

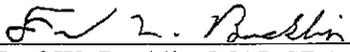
On April 1, 2016, Kelly and Collins, LLP on behalf of The City of Belfast, engaged the services of Bucklin Appraisal, LLC to prepare a complete appraisal in an appraisal report on the subject property identified within this report.

I certify that, to the best of my knowledge and belief:

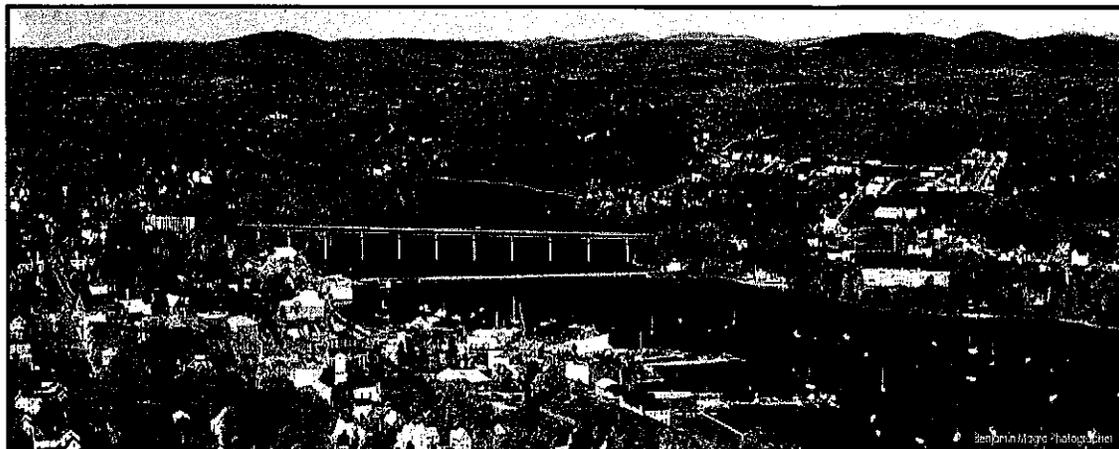
- ◆ The statements of fact contained in this report are true and correct.
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ◆ I have no present or prospective interest in the property that is the subject of this appraisal report, and I have no personal interest with respect to the parties involved.
- ◆ I appraised the property in 2013 for the City of Belfast.
- ◆ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ◆ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ◆ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ◆ My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

- ◆ We made a personal inspection of the property that is the subject of this report on April 13, 2016.
- ◆ No one provided significant real property appraisal assistance to the person signing this report except for the undersigned.
- ◆ This certification is in compliance with USPAP 2016 – 2017 Standards Rule 2-3.

Respectfully submitted,
Bucklin Appraisal, LLC


Fred W. Bucklin, MAI, SRA
Maine Certified General Appraiser #2385
Expiration Date 12/31/2016

Belfast Maine



The City of Belfast is located in Waldo County, Maine at the head of Belfast Bay and the outlet of Passagassawakeag River. Belfast is the county seat for Waldo County. It is bordered by the towns of Northport, Belmont, Morrill, Waldo, Swanville, and Searsport. The City of Augusta is approximately a 45-minute commute to the west and the City of Bangor is approximately the same commute time to the northeast.

Area and Demographics

Belfast has a total area of 34.01 square miles and population of 6,677 people as of 2014 indicating a density of 196 people per square mile. The population increased by 4.49% from 6,381 people in 2000. The per capita income is \$21,412 and median family income is \$49,707. Current unemployment rate is 6.3%.

Highways and Transportation

The two major highways in Belfast are US Route 1 and Route 3. Route 1 runs north to south along the US eastern seaboard. Route 3 is the western link to Augusta, the state capital.

Belfast has its own municipal airport with a paved and lighted 100-foot wide and 4,002-foot long runway to accommodate corporate jets and private aircraft.

Utilities

In the downtown area, Belfast has municipal water and sewer in addition to electric and telephone. The outlying neighborhoods have electric and telephone service with on-site wells and septic systems.

Businesses and Development

In the past twenty years, Belfast Center has experienced a tremendous turn around. The old buildings have been restored and are now occupied with small boutique businesses, art studios, and gourmet restaurants. Tourism is a big employer in Belfast with several large hotels and motels.

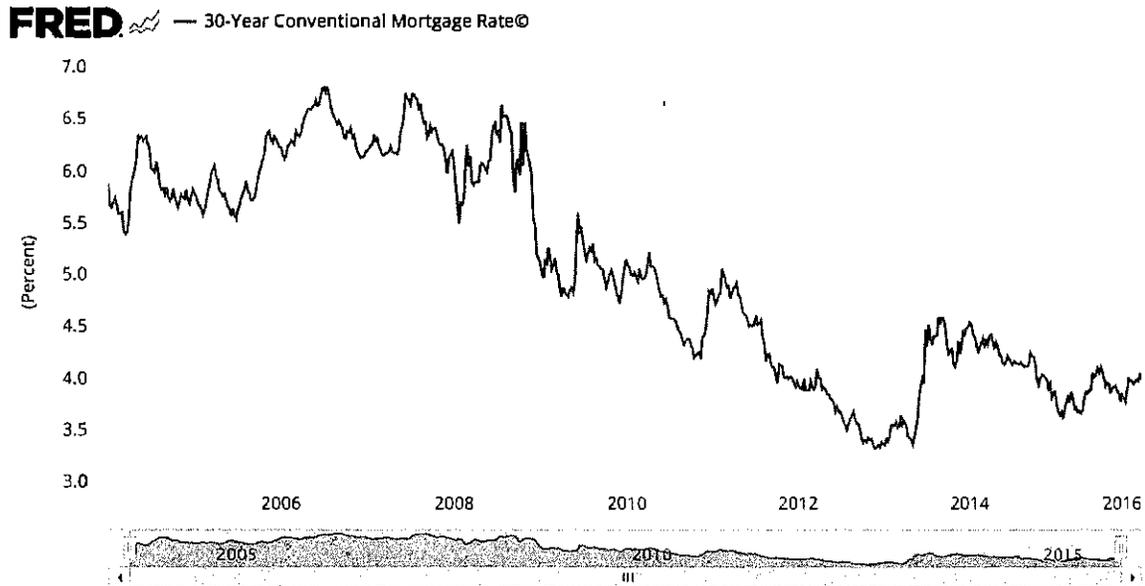
One of the newest businesses in the city is Front Street Shipyard. In addition, Belfast is the home of Waldo County Hospital, Athena Health, and the University of Maine at Hutchinson center. Other businesses include two car dealerships and two shopping plazas.

Advalorem Taxes

In 2015, the tax rate was \$22.40 / \$1,000. Total taxable valuation was \$717,379,800.

Finance

Mortgage interest rates continue to be low. Current 30 year fixed mortgage is 3.97% as shown in the graph posted below:



Source: Board of Governors of the Federal Reserve System (US)
research.stlouisfed.org

Real Estate Sales

The Maine Multiple Listing Service reports that since April 25, 2016 there have been 104 single-family homes sold with a median sales price of \$166,000 and market time of 114 days.

#	Property Type	#Units	Median Orig. List\$	Median List\$	Median Sold\$	Median Orig. List/Sell	Median List/Sell	Median DOM
1	Single Family	104	\$186,815	\$179,750	\$166,000	88.86%	92.35%	114

During the same time, there have been 11 condominiums sold with a median sales price of \$162,000 and market time of 29 days.

#	Property Type	#Units	Median Orig. List\$	Median List\$	Median Sold\$	Median Orig. List/Sell	Median List/Sell	Median DOM
1	Condominium	11	\$169,900	\$169,900	\$162,000	95.35%	95.35%	29

There were 15 parcels of land sold with a median sales price of \$70,500 and market time of 93 days.

#	Property Type	#Units	Median Orig. List\$	Median List\$	Median Sold\$	Median Orig. List/Sell	Median List/Sell	Median DOM
1	Land	15	\$79,000	\$70,000	\$70,500	89.24%	100.71%	93

There were 6 commercial properties sold with a median sales price of \$372,000 and market time of 47 days.

#	Property Type	#Units	Median Orig. List\$	Median List\$	Median Sold\$	Median Orig. List/Sell	Median List/Sell	Median DOM
1	Commercial	6	\$339,500	\$339,500	\$372,000	109.57%	109.57%	47

Discussion

The City of Belfast is a vibrant community. Real estate values are stable and in some areas, the values have shown a moderate increase. Belfast is attracting outside interest from investors and is competing well against communities like Camden and Rockland who are on Penobscot Bay. It is interesting to note that there is a high demand for properties within the center of Belfast.



Aerial View of Neighborhood

The subject neighborhood is the waterfront from Main Street to Route 1 – Veterans Memorial Bridge. Wharfs along the waterfront include Public Landing, City Landing, Marshall’s Wharf, Belfast Boatyard, and Thompson’s Wharf. Boat service centers include Belfast Boatyard and Front Street Shipyard. The Harbor Walk is threaded along the waterfront and is linked to Armistice (pedestrian) Bridge. Properties within the neighborhood include the Purple Baboon, a Thai restaurant, Tugboat, Three Tides Restaurant, Front Street Pub, Maskers Building, Front Street Ship Yard, and McCrum Potato processing plant. In addition, the city sewer treatment plant is located on the west side of Front Street across from the Maskers Building.

Zoning

The neighborhood is in the Waterfront Mixed Use District 1 and Waterfront Development Shoreland zoning district.

Utilities

Utilities in the neighborhood include city water, sewer, electric and telephone.

Discussion

With the addition of Front Street Shipyard, the neighborhood is vibrant with small restaurants, a brewery, boating facilities and a potato processing plant that provide jobs for local residents. The growth of the area is a tribute to the City of Belfast.

Two drawbacks to the neighborhood are limited parking and flood control zoning. Buildings must be built under the restrictive requirements of the flood zone.

Property Description



Picture Taken: April 16, 2016

Taken by FWB

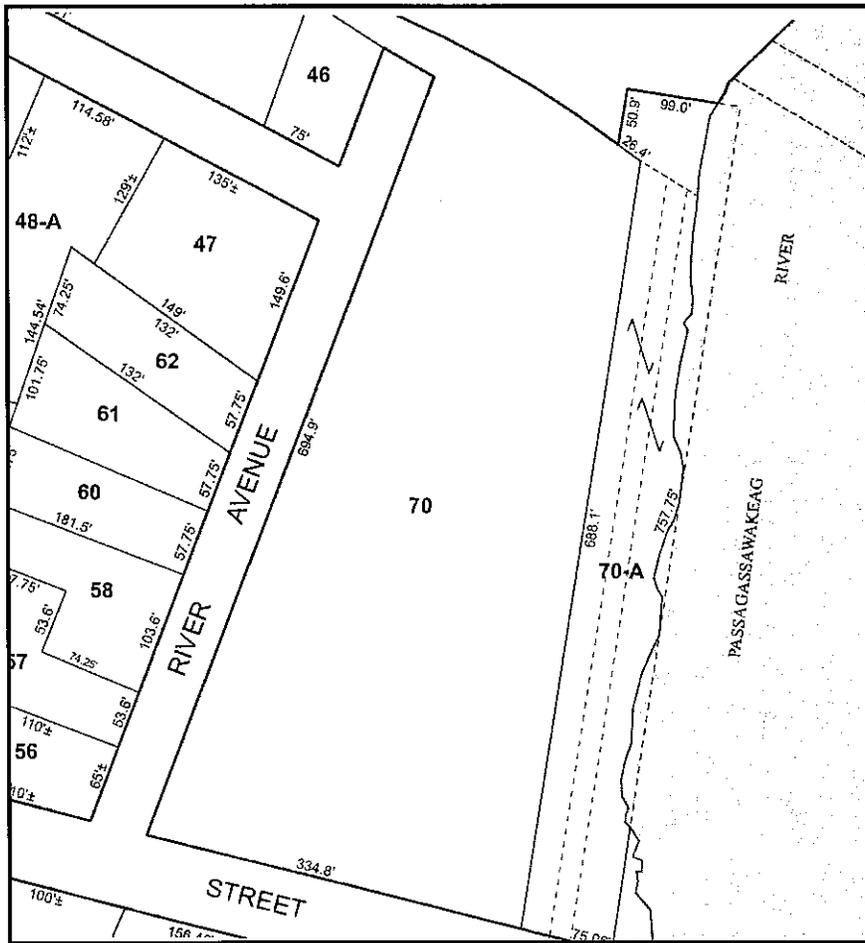
28 and 40 Pierce Street, Belfast

The purpose of this appraisal is to develop an opinion of value of a permanent right-of-way required by the City of Belfast for a pedestrian walkway that will run parallel to the southwest shoreline of the Passagassawakeag River. The right of way is 14 feet wide and 753 feet long with a total area of 10,542 SF, for a 10 feet wide paved or hardscaped recreational walkway. The easement will include subsurface rights for the City to install conduit for lighting, as well as the right to install and maintain such lighting. In addition, the City requires a temporary construction easement for twelve months. The temporary easement is 3 feet wide on each side of the right of way or 10 feet x 753 feet = 7,530 SF. The right of way is highlighted in yellow in the conceptual plan posted on the next page.



Conceptual Plan

The right of way and the temporary workspace will be entirely contained within the parcel held by Waldo County Land Company, LLC under a deed recorded in Waldo County Registry of Deeds at Book: 2913, Page 159. Penobscot McCrum, LLC is listed in the Articles of Organization as an Organizer of Waldo County Land Company, is most certainly an affiliated company, and is presumably the sole member of the LLC.



Assessor's Map 13 Lot 70 and Lot 70-A

28 Peirce Street

28 Peirce Street is the industrial property identified by the City of Belfast as Map 13 Lot 70. The site has a total area of 4.15 acres (180,774 SF) of land together with 334.8 feet of frontage on Peirce Street and 694.9 feet of frontage on River Street. It has a uniform shape with the exception of the westerly extension on the side boundary. Topography is relatively level and is fully developed. All municipal utilities are available to the site.

The property is improved with a storage warehouse, manufacturing building, office building, shed, loading dock and a paved parking lot. Gross building area 76,162 SF. Property improvements are summarized on the next page.

#	Property Improvement	SF	Construction	Stories	Heating / Cooling	Year Built
1	Warehouse	29,772	Frame	2 @ 12'	None	1955
2	Manufacturing	41,340	Frame	1 @ 12'	None	1958
3	Office	3,520	Frame	1 @ 8'	FWA	1955
4	Shed	900	Frame			1993
5	Loading Dock	630				1996
6	Asphalt Paving	7,040				

2015 Assessment

Assessor's Reference: Map 13 Lot 70

Assessment	Land	\$ 228,500 (\$1.26 / SF)
	<u>Buildings</u>	<u>\$1,117,700</u>
	Total	\$1,346,200

40 Pierce Street



Picture Taken April 16, 2016

Taken by FWE

28 on left and 40 Pierce Street on right, Belfast

The site has a total area of 1.32 acres (57,499 SF) of land together with 75.36 feet of frontage on Pierce Street and 700.00 ± feet of frontage on the Passagassawakeag River (upper Belfast Harbor). It is a former railroad bed that is long and narrow. Topography is relatively level and it is cleared. The site is traversed by the abandoned Belfast & Moosehead Lake railroad line. All municipal utilities are available to the site.

2015 Assessment

Assessor's Reference: Map 13 Lot 70A

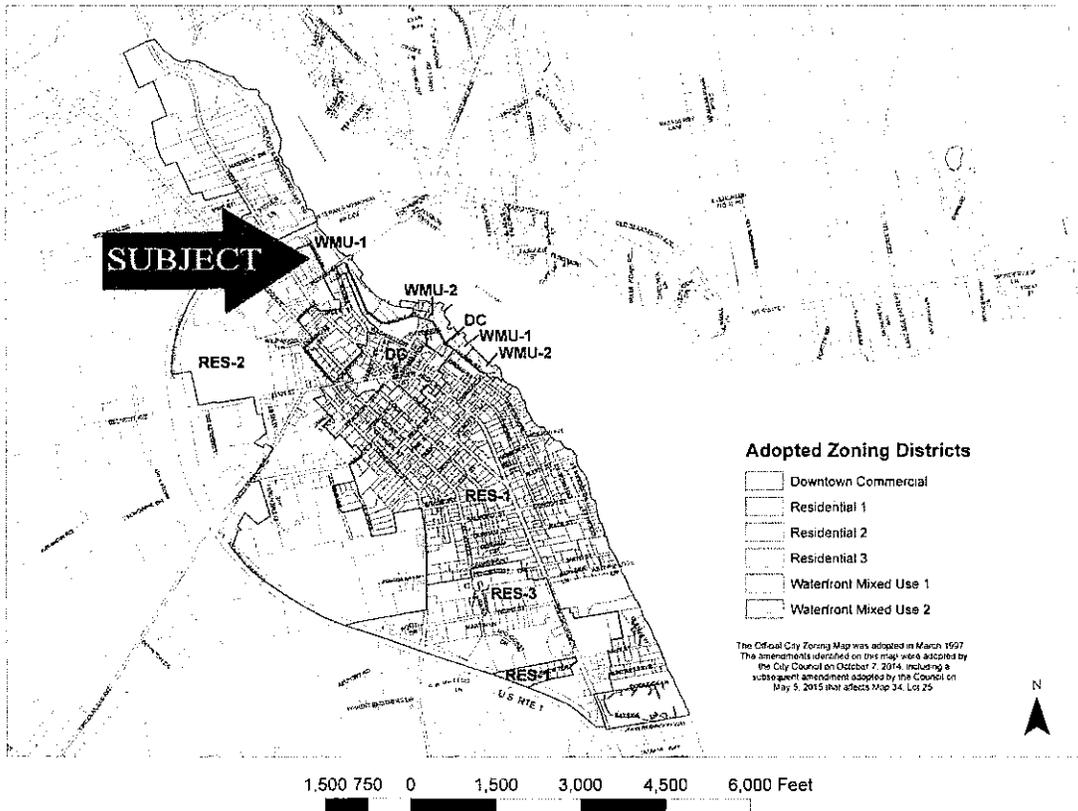
Assessment Land \$235,900/ \$4.10 / SF

Property History

The property identified as Map 13 Lot 70 was sold April 1, 2004 for \$251,000 and was recorded in Book: 2590 Page: 96. According to the city assessor's records, this was not an arm's length transaction. The property identified as Map 13 Lot 70-A was sold April 3, 2006 for \$400,000 recorded in Book: 2913 Page: 159. This was considered an arm's length transaction by the city assessor.

Zoning

ZONING DISTRICTS for INSIDE the BYPASS AREA - ADOPTED OCTOBER 7, 2014



Belfast Zoning Map

The property is in the Waterfront Mixed Use 1 District and Shoreland. Permitted uses requiring Planning Board Review are posted on the next page.

Sec. 102-521. - Permitted uses requiring Planning Board review.

The city Planning Board shall review and make a decision regarding an application for a use permit for the following uses:

- (1) Single family, two-family and multi-family residential units. Such uses are permitted only as an accessory use to a property that also includes a nonresidential use; reference density standards in section 102-525
- (2) Home occupation, provided that the home occupation involves an activity identified as a permitted use.
- (3) Industrial, provided it is a marine oriented use or continuation of an existing industrial use.
- (4) Warehouse and storage facilities.
- (5) Boat building, storage and repair.
- (6) Marine service businesses, including accessory marine sales (boats, motors, parts, etc).
- (7) Marinas, docks, floats and similar uses that occur below the normal high water mark.
- (8) Restaurants, excluding fast food restaurants.
- (9) Ice cream stands.
- (10) Professional offices and health care offices.
- (11) Retail and service businesses.

- (12) Shopping centers.
- (13) Hotels and motels.
- (14) Performing arts centers and movie theaters.
- (15) Museums.
- (16) School, day nursery, institution of an educational, philanthropic, religious, fraternal, political or social nature.
- (17) Indoor and outdoor recreational facilities and activities.
- (18) Aquaculture.
- (19) Passenger and freight railroad trains and related services.
- (20) Laundromats.
- (21) Public, quasi-public, and non-municipal public uses, including parking facilities.
- (21) Accessory structures and accessory uses for uses which the Planning Board can issue a permit for a principal structure or principal use.
- (22) Stealth telecommunications facilities.

(Ord. No. 3-2005, 7-20-2004, Ord. No. 21-2006, 2-7-2006)

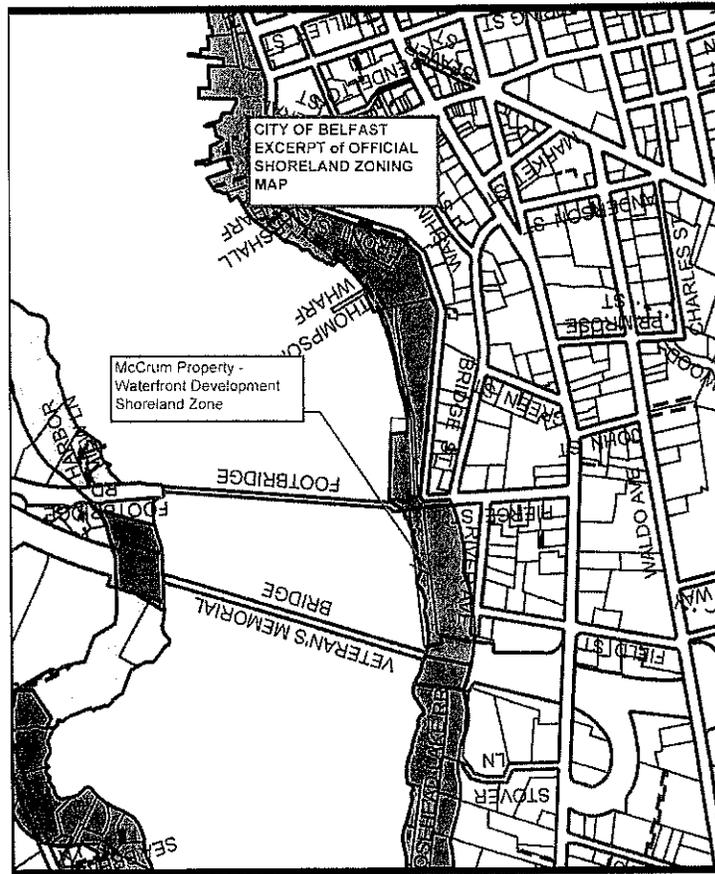
Dimensional requirements are posted on the next page.

Sec. 102-524. - Dimensional regulations.

- (a) *Minimum lot size requirement.*
- (1) The minimum size of any lot created on or after July 20, 2004 (date of adoption of amendment) shall be one acre (43,560 square feet).
 - (2) A lot created before July 20, 2004 (date of adoption of amendment) that is less than one acre in size shall be considered a nonconforming lot of record. Such lot shall have the same status as a lot that conforms to the minimum lot size requirement in section 102-524(a)(1).
- (b) *Minimum lot frontage requirement.*
- (1) A lot created on or after July 20, 2004 (date of adoption of amendment) that has frontage on a public street shall have a minimum of 200 feet of frontage on a public street. A newly created lot that does not have frontage on a public street, must have at least 4 sides, and at least three of the four sides must be at least 200 feet in length.
 - (2) A lot created before July 20, 2004 (date of adoption of amendment) that has less than the required minimum amount of lot frontage shall be considered a nonconforming lot of record. Such lot shall have the same status as a lot that conforms to the minimum lot frontage requirement in 102-524(b)(1).
- (c) *Minimum shore frontage requirement.*
- (1) A lot created on or after July 20, 2004 (date of adoption of amendment) that has frontage on the shoreline of Belfast Bay or the Passagassawakeag River, shall have a minimum of 200 feet of continuous shore frontage on the Bay or River. A newly created lot, however, is not required to have any shore frontage on the Bay or River.
 - (2) A lot created before July 20, 2004 (date of adoption of amendment) that does not have the minimum amount of shore frontage shall be considered a nonconforming lot of record. Such lot shall have the same status as a lot that conforms to the minimum shore frontage requirement in 102-524(c)(1).
- (d) *Minimum structure setback requirements.* The minimum setbacks for any principal or accessory structure shall be as follows:
- Front—Ten feet
 - Side—Ten feet
 - Rear—Ten feet if the rear lot line does not front on the water, and zero feet if the rear lot line fronts on the water.
- (e) *Maximum structure height.* The maximum height of any structure shall be 35 feet. Structure height shall be measured per the definition of height in chapter 82, shoreland, section 82-1
- (f) *Contract rezoning option.* An applicant for a site plan permit, use permit or subdivision permit in the Waterfront Mixed Use district, who submits an application to use the contract rezoning process established in chapter 102, zoning, article X, division 4, sections 102-1450—102-1457, may request that the standards in section 102-524(a)—(e) be altered by complying with conditions imposed by the city through an adopted contract rezoning agreement (ordinance amendment).

§ 102-524-1 (3:2005 P. 20 2004)

Shoreland Zoning

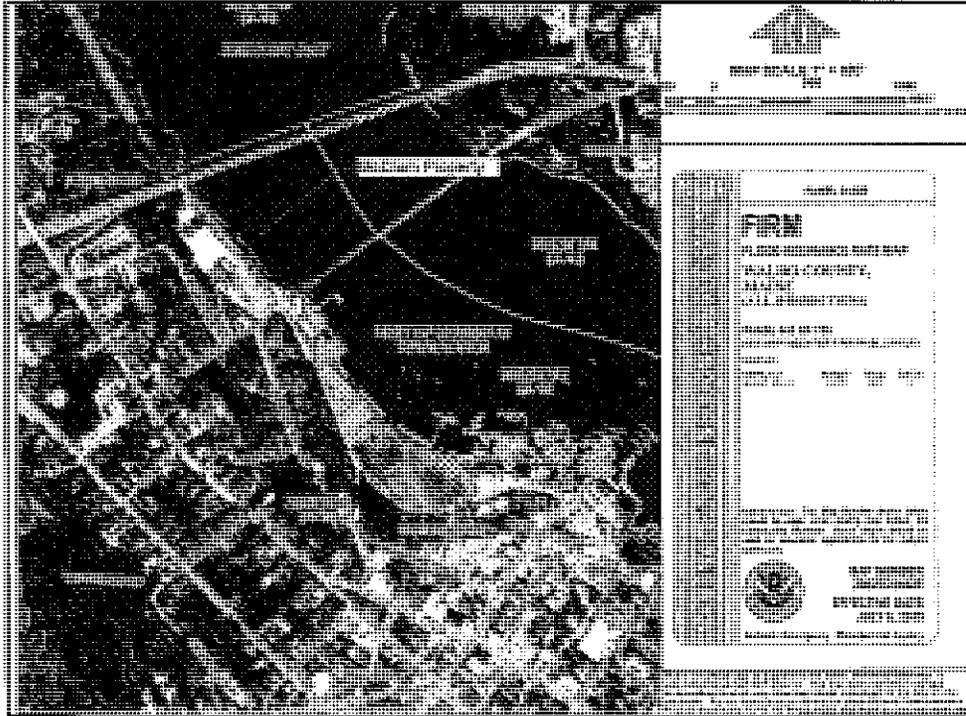


Shoreland Zoning Map

The subject property is located in the Waterfront Sub-district as shown in the Shoreland Zoning Map posted above. In addition to the Waterfront District Zone, the property is subject to the minimum standards of the Waterfront Sub-district; it is critical to note that any proposed redevelopment of this property shall occur pursuant to the contract rezoning process identified in Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use Zoning District and Waterfront Development Shoreland District. As such, the owner can make additions to the current use by following the standards identified in Chapter 102, Zoning Article V, District Regulations, and Chapter 82, Shoreland. However, any change of use must comply with the contract rezoning process. The contract rezoning process allows flexibility regarding the application of dimensional and performance standards to the project, and also allows flexibility in the amount of density (number of dwelling units) that could be constructed.

Flood Zone

The subject is found on FEMA Map23027C0442E – dated July 6, 2015 as shown below:



Highest and Best Use Analysis

A site is always valued in terms of its highest and best use. The highest and best use of a site may be defined as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. (The Appraisal of Real Estate, 14th Edition.)

The rationale of highest and best use is that a property must have utility reflected through market demand to have a market function. In turn, function determines use and use is a major determinant of value, in the context of current market forces.

In estimating highest and best use, following site analysis and improvement analysis, as applicable, an appraiser goes through four stages of analysis:

- a) **Legally Permissible Uses**: What uses are permitted under existing zoning and other land use regulations and controls, and under existing deed restrictions, for the subject property?
- b) **Physically Possible Uses**: What uses are physically possible on the subject site or in the subject improvements, given the physical characteristics revealed by property analysis?
- c) **Financially Feasible Uses**: Among legally permitted and physically possible uses for the subject property, which are appropriate, given the characteristics revealed by market, neighborhood and property analysis? Which uses produce any net value?
- d) **Maximally Productive**: Among appropriate or feasible uses for the subject property, which will produce the highest present value?

Highest and best use of the property always takes into consideration the existing improvements and considers the land as if vacant and if available to be put to its highest and best use. The highest return to the land then indicates the highest and best use.

Highest and Best Use - As If Vacant

The highest and best use of land, as though vacant, maximizes the residual land value. If feasibility of a larger and more profitable development is indicated, then the land value for the new use will be higher than the current value of the property as is.

The subject property is two abutting parcels of land. 28 Pierce Street is 4.15 acres (180,174 SF) together with 334.8 feet of frontage on Pierce Street, 694.9 feet of frontage on River Street. 40 Pierce Street is 1.32 acres (57,499 SF) together with 75.36 feet of frontage on Pierce Street and 700 ± feet of frontage on the Passagassawakeag River (upper Belfast Harbor). The site (40 Pierce Street) is traversed by the abandoned Belfast & Moosehead Lake railroad line. All municipal utilities are available to the site. The property is in the Waterfront Mixed Use 1 District and is subject to the minimum standards of the Waterfront Development Shoreland District; it is critical to note that any proposed redevelopment of this property shall occur pursuant to the contract rezoning process identified in Chapter 102, Zoning, Article X, Contract Rezoning, Division 4, Waterfront Mixed Use Zoning District and Waterfront Development Shoreland District. As such, the owner can make additions to the current use by following the standards identified in Chapter 102, Zoning Article V, District Regulations, and Chapter 82, Shoreland, however, any change of use must comply with the contract rezoning process. The contract rezoning process allows flexibility regarding the application of dimensional and performance standards to the project, and also allows flexibility in the amount of density (number of dwelling units) that could be constructed.

Note: Originally, 40 Pierce Street was part of 28 Pierce Street before the railroad acquired the property for the railroad line. This supports my extraordinary assumption of considering the properties as one parcel.

Legally Permissible Use: Legally, the land can be developed for a variety of uses that include residential, commercial and industrial.

Physically Possible Use: Physically, a portion of the property located in the 100 year flood zone that has restrictions on development in the area.

Financially Feasible: It is financially feasible to combine 40 Pierce Street with 28 Pierce Street to create a waterfront lot with a total land area of 4.15 acres + 1.32 acres = 5.47 acres together with 700 ± feet of water frontage to develop the property with residential, commercial, industrial and/or a mix of the three uses.

Maximally Productive: The site is maximally productive as mixed use property in the future.

Highest and Best Use As Improved: The property is improved with an industrial building complex currently used as a potato processing plant. The plant is a composite of several buildings with a gross building area of 76,162 SF. The present use of the property as industrial space is an interim use. The plant continues to contribute value to the property.

Conclusion

The highest and best four-way test of the highest and best use analysis supports the continued interim use of the subject property as an industrial property with the potential for mixed use development in the future.

The Valuation Process

The Appraisal Process

Those processes available for a comprehensive analysis of the value being sought are broadly characterized into three basic approaches: the Cost Approach, the Sales Comparison Approach and the Income Capitalization Approach. Under ideal circumstances, the three approaches can be employed in a classic form, each giving a somewhat independent indication of value. This is followed by a correlation and conclusion of the three approaches and a final value conclusion.

Cost Approach

The Cost Approach consists of the estimated replacement cost new of the improvements, from which all forms of accrued depreciation are deducted to arrive at a depreciated replacement cost. To the depreciated replacement cost is added the land value by the Sales Comparison Approach.

Physical depreciation encompasses that loss from the upper limit of value due to physical deterioration resulting from age, weather and wear. Also in the Cost Approach is functional obsolescence, which if present, is a loss in value due to lack of market acceptance resulting from poor or outdated improvement design.

The economic feasibility of repairing or updating either the functional or physical depreciation determines if either of the above described is curable or incurable.

External (locational) obsolescence, the final form of depreciation, which is considered in the Cost Approach, is seldom, if ever, curable as it results from influences outside the property itself.

The Cost Approach tends to indicate value by a form of history which depicts what the improvements would cost new to replace and deducts for the accumulated obsolescence.

The subject is appraised as a vacant piece of land; the cost approach is not applicable.

Sales Comparison Approach

With the Sales Comparison Approach, a direct comparison of the property being appraised is made to other properties, which have recently sold and have similar features. Dollar or percentage adjustments are made to reflect differences in features between the properties. In general, the Market Approach is considered to be the most reliable of the three approaches as it directly measures the motivations of buyer and seller on a current basis. This is especially true with residential properties. The Market Approach takes into

consideration properties which have sold as well as properties for sale to estimate current market conditions.

The sales comparison approach is deemed the only reliable approach to value.

Income Approach

Whereas the Cost Approach tends to begin at a starting point in the past and bring current, the Income Approach tends to look from the present position into the future by measuring the present worth of future projected income.

Critical to the Income Approach is the basis of estimating net income stream to the property, and the estimated typical rate of return on and of the property. The potential gross income is estimated by an analysis of the property's tenancy and comparison to market rents. Vacancy and rent loss are deducted from the potential gross income to estimate the effective gross income. To arrive at net income, estimated expenses are deducted from the effective gross income. The net income is then correlated into an indication of value by use of capitalization rates and/or discounted cash flow methods. This method is most pertinent to investment/income producing properties and considers a property's present worth in relation to its ability to produce a net income.

The subject is appraised as a vacant piece of land; the income approach is not applicable.

Sales Comparison Approach

The highest and best use of the subject property is the assemblage of 28 and 40 Pierce Street to create one lot with a total land area of 5.47 acres together with 700 ± feet of water frontage. The site is traversed by the abandoned Belfast & Moosehead Lake railroad line. All municipal utilities are available to the site. The property is in the Waterfront Mixed Use 1 District and is subject to the minimum standards of the Waterfront Sub-district. Land value of the property is developed by the quantitative analysis of the comparable sales. A market survey has been conducted where six waterfront sales have been found. Each sale is described in detail in the addendum and is listed below:

Sale	Address	Community	Date	Price	Acre	SF	FF	\$/SF	\$/FF
1	9 & 14 Wharf Street	Rockland	1/1/2013	\$ 217,000	0.68	29,621	120	\$ 7.33	\$ 1,808
2	99 Mechanic Street	Rockland	6/15/2015	\$ 262,500	0.89	38,637	180	\$ 6.79	\$ 1,458
3	11 Summer Street	Searsport	6/26/2015	\$ 190,000	1.20	52,272	213	\$ 3.63	\$ 892
4	Lot 33 Lighthouse Rd.	Owls Head	Under Agreement	\$ 305,000	1.69	73,616	133	\$ 4.14	\$ 2,293
5	191 Searsport Road	Belfast	11/18/2013	\$ 396,630	6.30	274,428	396	\$ 1.45	\$ 1,002
6	350 West Main Street	Searsport	4/23/2015	\$ 550,000	16.00	696,960	350	\$ 0.79	\$ 1,571
			Low	\$ 190,000	0.68	29,621	120	\$ 0.79	\$ 892
			High	\$ 550,000	16.00	696,960	396	\$ 7.33	\$ 2,293
			Mean	\$ 320,188	4.46	194,256	232	\$ 4.02	\$ 1,504
			Median	\$ 283,750	1.45	62,944	197	\$ 3.89	\$ 1,515

Unit of Comparison

Land areas range from 0.68 acre to 16.00 acres and prices range from 0.79 / SF to \$7.33 / SF. This range is too broad to use as a credible comparison to the subject. Water frontage ranges from 120 feet to 350 feet and prices range from \$892 to \$2,293 per front foot. The price per front foot is deemed the best indicator of value because there is a greater discrepancy between the price per square foot versus price per front foot .

Comparable Sales Analysis

Sale 1 – 9 & 14 Wharf Street, Rockland is an improved land sale. The residual land value is \$217,000. This sale is omitted because it has the smallest land area and the location is superior in comparison to the subject.

Sale 2 – 99 Mechanic Street, Rockland is an improved sale. According to the broker, the buildings were in poor condition and added nominal value to the property. This sale is considered to be a good comparison to the subject.

Sale 3 – 11 Summer Street, Searsport is a residential land sale. It is included in this market survey to demonstrate what the residential price per front foot for residential water frontage in the Belfast and Searsport area is. It is not used as a direct comparison to the subject.

Sale 4 – Lot 33 Lighthouse Road, Owls Head was appraised by me in 2015. The Town of Owl's Head is an abutter and has the property under agreement to expand their parking lot and pier. It is considered to be a good comparison to the subject.

Sale 5 – 191 Searsport Road, Belfast is the closest in proximity to the subject i.e. within two miles. It is an old campground that has been sold to an investor for future development. It is considered to be a good comparison to the subject.

Sale 6- 350 West Main Street, Searsport had a commercial building on it that has been razed. The new owner has gained approvals to develop the property into a single-family lot subdivision. This is a different use than the subject and this sale is omitted from the final estimate of value.

Sales 2, 4 and 5 are considered to be the best comparisons to the subject. The price per water front foot is the best unit of comparison. Front foot prices range from \$1,002 to \$2,293 per front foot. The three sales are compared to the subject in the sales grid posted below:

Extraordinary Assumption

Both parcels are owned by the same owner under different names. The extraordinary condition is made that both parcels are assembled as one property. In addition, the property is appraised as vacant land without the cost of demolition and potential site clean-up.

SALES COMPARISON GRID
28 and 40 Pierce Street, Belfast

Data Source	Inspection, Assessor, Owner		Broker, Assessor and Deed		Assessor and Deed		Broker, Assessor and Deed	
	Description	Adjustment	Description	Adjustment	Description	Adjustment	Description	Adjustment
Items of Comparison								
Cumulative Adjustments								
Date of Sale	4/13/2016		1/2/2015		U/A		11/18/2013	
Property Rights	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Conditions of Sale	Arm's Length		Arm's Length		Abutter		Arm's Length	
Financing Terms	Conventional		Conventional		Cash		Cash	
Adjusted Sales Price	N/A		\$262,500					\$396,630
\$ / Water Front Foot		\$1,458		\$1,949				\$1,002
Additive Adjustments								
Zoning	Water Front Mixed Use 1		Comm. & Res. Historic		Shore Land Velocity 13		Shoreland	
Location	Good	10%	Average	0%	Good	0%	Interior	0%
Anchorages	Impaired	-20%	Good	-20%	Superior	-30%	Impaired	0%
Land Acreage	5.47	-10%	0.89	-10%	1.69	-10%	6.30	0%
Water Frontage	700	0%	180	0%	133	0%	396	0%
Utilities	All Municipal	0%	All Municipal	0%	Septic On Site	0%	Well and Septic	0%
Topography	Level	0%	Level	0%	Level	0%	Lot slopes towards bay	0%
Wetlands	None	0%	None	0%	Yes	5%	None	0%
Gross Additive Adj %	N/A	40%	N/A	40%		60%		20%
Net Additive Adj %	N/A	-20%	N/A	-20%		-50%		20%
Estimated Value		\$ 1,166		\$ 1,166		\$ 1,266		\$ 1,202
Mean		\$ 1,211						
Median		\$ 1,202						
High		\$ 1,266						
Low		\$ 1,166						

Adjustments

Adjustments are made in two phases. First phase makes cumulative adjustments for sales date, property rights, conditions of sale and financing terms. Second phase makes additive adjustments for physical differences between the subject property and comparable sales. The adjustments are discussed below:

Cumulative Adjustments

Date of Sale: The three sales range in date from 2013 to 2016. There is no apparent change in value for this market for the past three years and no adjustment is made for time.

Property Rights: No adjustment

Sales Condition: Sale 4 is an abutter sale that I appraised. The sales price is approximately 15% above the appraised value. A negative 15% adjustment is made to this sale.

Financing Terms: No adjustment

Additive Adjustments

Zoning: No adjustment

Location: The subject is adjacent to the center of the city, just off Route 1 and is considered to be a good location. Sale 2 is located in a marine industrial area that has older properties that are worn. It is rated as an average location and is adjusted by 10%. Sale 4 is a comparable location to the subject and no adjustment is made. Sale 5 is located on Route 1 between the centers of Belfast and Searsport. It is an inferior location to the subject and a 20% adjustment is made.

Anchorage: The subject is limited to small boats because of the pedestrian bridge and low water. Sale 2 has good anchorage and is adjusted by a negative 20%. Sale 4 has superior anchorage to the subject and will be the future site of the town pier. It is adjusted by a negative 30%. Sale 5 is not protected from the weather and considered to be impaired for this reason. No adjustment is made to Sale 5.

Land Acreage: The subject is 5.47 acres of land. Sales 2 and 4 are significantly smaller than the subject and are adjusted by a negative 10% based upon the economy of scale principle.

Water Frontage: No adjustment is made because water frontage is the unit of comparison.

Utilities: The subject has municipal water and sewer. Even though Sales 4 and 5 do not have sewer they have septic systems on site and no adjustment is made.

Topography: No adjustment

Wetlands: Sale 4 has wetlands and a 5% adjustment is made.

Discussion

Adjustments ranged from 20% to 60%. Values range from \$1,166 per front foot to \$1,266 per front foot. Median price per front foot is \$1,202 per front foot. Greatest weight is given to Sale 5 but all three sales support an overall value of \$1,200 per front foot.

Exposure Time

Exposure time is estimated at twelve months. This is typical of the market and no discounting is required to estimate market value.

Opinion of Value

Opinion of value = 700 front feet x \$1,200 / front foot = \$840,000 / \$153,565 per Acre

Before and After Values

In the opinion of this appraiser, the values before the right of way is taken and after the right of way is taken the overall value of the property remains at \$153,565 per acre.

Opinion of Value of 40 Pierce Street

40 Pierce Street is 1.32 acres or 57,499 SF. An analysis has been conducted to compare the difference in value between water front land and water view land. The overall land value of the property is \$840,000. Water view land is valued at \$136,500 per acre and water front land is valued at \$210,000 per acre. The difference in value is 54%. $\$153,565 \times 1.32 \text{ acres} \times 154\% = \$312,167$. Price per SF = $\$312,167 / 57,499 \text{ SF} = \$5.43 / \text{SF}$.

Opinion of Value of Easement

The right of way easement is 10,542 SF. It is 14 feet wide and runs the length of the property with a 10-foot wide impervious pedestrian path. It is valued at 90% of fee value.

Fee value is \$5.43 / SF. Easement value is $\$5.43 / \text{SF} \times 90\% \times 10,542 \text{ SF} = \$51,519$.

Temporary workspace is 7,530 SF for one year. 10% workspace for one year is 10% of fee value. $7,530 \text{ SF} \times \$5.43 / \text{SF} \times 10\% = \$4,089$

Total Damages = $\$51,519 + \$4,089 = \$55,608$ Say $\$55,000$

Opinion of Value Damages = \$55,000

Reconciliation

Indicated Value by Approach:

Cost Approach:	N/A
Sales Comparison Approach:	\$55,000
Income Approach:	N/A

Cost Approach

The value estimated for the land alone. The cost approach is not applicable.

Sales Comparison Approach

The sales comparison approach analyzes six sales. Value is estimated by the quantitative analysis. The sales comparison approach supports an estimated value of \$55,000.

Income Approach

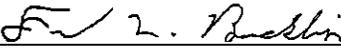
The value estimated for the land alone. The income approach is not applicable.

Exposure Time

Exposure time is estimated at twelve months. This is typical of the market and no discounting is required to estimate market value.

Having considered all factors pertinent to the estimate of market value, the sales comparison approach supports an estimated market value, as April 13, 2016, of \$55,000.

Respectfully submitted,
F.W. Bucklin Appraisal Company


Fred W. Bucklin, MAI, SRA
Maine Cert. General Appraiser #2385
Expiration Date 12/31/2016

Addendum

William S. Kelly, Esq.
Kristin M. Collins, Esq.

KELLY & COLLINS, LLC
ATTORNEYS
96 High Street
Belfast, Maine 04915
kellylaw@bluestreakme.com

(207) 338-2702
(207) 338-0328 (fax)

April 1, 2016

Attorney Work Product

Bucklin Appraisal, LLC
Attn: Fred W. Bucklin
1599 Sennebec Road
Appleton, ME 04862

RE: Penobscot McCrum, LLC & Waldo County Land Co., LLC

Dear Fred:

I am enclosing a memo detailing the appraisal work which we are requesting on behalf of the City of Belfast regarding the above property.

Please contact Bill Kelly or me if you have any questions about the scope of work or any other matter.

Sincerely,
KELLY & COLLINS, LLC

By: 

Kristin M. Collins

Encl.
cc: Joseph Slocum, City Manager
Wayne Marshall, City Planner

BELFAST
Name: PENOBSCOT MCCRUM LLC

Valuation Report

09/15/2014
Page 2534
013-070
28 PIERCE ST

Account: 3169 Card: 2 of 2

Map/Lot:
Location:

Neighborhood 46 URBAN 50,000

Sale Data

Zoning/Use Waterfront Mixed Use
Topography Level Above Street
Utilities All Public
Street Paved
ZONING 15
WARD..... 40
Reference 1 BO2590P0096 04-29-04
Reference 2 FOR LOTS 11-154/158 & LOT 13-70
Tran/Land/Bldg 1 1 11
911 CODE..... 911 TIF CODE 2
Exemption(s) Land Schedule 46

Sale Date 04/01/2004
Sale Price 251,000
Sale Type Land & Buildings
Financing Unknown
Verified Public Record
Validity Other Non Valid

Commercial Description

Occupancy Type	Stor. Warehouse..	Manufacturing...	Data used for
Class & Quality	Frame.....Avg.	Frame.....Avg.	calculations supplied
# Dwelling Units	0	0	by Marshall & Swift
Exterior	Wood Siding	Wood Siding	which hereby
Stories & Height	2 STORY @ 12'	1 STORY @ 12'	reserves all rights
Heating/Cooling	NONE	NONE	herein. Copyright
Built	1953	1955	2014, Marshall &
Remodeled	0	0	Swift.
Base Cost/Sqft	24.13	29.22	
Heat-Cool/Sqft	+ 0.00	0.00	
Total	24.13	29.22	
Size Factor	X 1.109	0.954	
Adjusted Cost/Sqft	26.76	27.88	
Total Square Feet	X 29,772	41,340	
Replacement Cost	796,699	1,152,559	
Condition	Average	Average	
% Good Physical	X .50	.55	
Functional	X 0.90	0.90	
Subtotal	358,515	570,517	
Economic Factor	X 0.90	Total Value	836,129

Description	Outbuildings/Additions/Improvements			RCN	Cond	Phy	Percent Good	Func	Econ	Value Rcnld
	Year	Units	Grade							
Misc Fixture	1955			----	SOUND	VA	---	---	---	65,500
71,112 SF		1.15 = \$/SF (4)								65,500
Accpt Land			0							
Accepted Bldg						901,600	Total			901,600

2

BELFAST
Name: PENOBSCOT MCCRUM LLC

Valuation Report

09/15/2014

Page 2535

013-070

Map/Lot:

Location:

28 PIERCE ST

Account: 3169

Card	Land	Calculated Building	Calc. Total	Land	Correlated Building	Total
1	228,500	216,100	444,600	228,500	216,100	444,600
2	0	901,600	901,600	0	901,600	901,600
TOTAL	228,500	1,117,700	1,346,200	228,500	1,117,700	1,346,200

3

BELFAST
 Name: WALDO COUNTY LAND CO., LLC

Valuation Report

09/15/2014

Page 2536

013-070-A

Account: 3558 Card: 1 of 1

Map/Lot:

40 PIERCE ST

Location:

Neighborhood 62 ESTUARY 120,000

Sale Data

Zoning/Use Waterfront Mixed Use
 Topography Level
 Utilities All Public
 Street Paved
 ZONING 15
 WARD..... 30
 Reference 1 B2913 P0159 04-03-06
 Reference 2
 Tran/Land/Bldg 1 8 0
 911 CODE..... 9110 TIF CODE 2
 Exemption(s) Land Schedule 62

Sale Date 04/03/2006
 Sale Price 400,000
 Sale Type Land Only
 Financing Unknown
 Verified Public Record
 Validity Arms Length Sale

Land Description

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
1.00	Acres-Baselot UnImo	117,000	117,000	200%		234,000
0.32	Acres-Frontage	3,000.00	960	200%		1,920
Land Total						235,920

Acpt Land 235,900 **Accepted Bldg** 0 **Total** 235,900

11/158

After recording return to:
Daniel Amory, Esq.
Drummond Woodsum & McMahon
245 Commercial Street
Portland, Maine 04101

QUITCLAIM DEED WITHOUT COVENANT

KEY CORPORATE CAPITAL, INC., a Michigan corporation, as foreclosing mortgagee, for consideration given, releases to Pemberton Mc Crum LLC a Maine limited liability company with a mailing address of 28 Pierce Street, P.O. Box Drawer 229, Belfast, Me 04915 the real estate and improvements thereon located in the Town of Belfast, County of Waldo, State of Maine and being more particularly described as set forth in Schedule A attached hereto and made a part hereof.

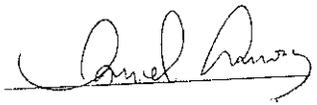
*Maine Real Estate
Transfer Tax Paid*

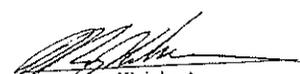
Reference is made to (a) a Notice of Mortgagee's Sale of Real Estate and Personal Property dated April 2, 2004 and recorded in the Waldo County Registry of Deeds in Book 2589, Page 63 and (b) an Affidavit of Exercise of Power of Sale Pursuant to 14 M.R.S.A. § 6203-B dated April 29, 2004 and recorded in said Registry of Deeds in Book _____, Page _____.

In Witness Whereof, KEY CORPORATE CAPITAL, INC., as foreclosing mortgagee by virtue of and pursuant to the exercise of the Power of Sale, as aforesaid, has caused this instrument to be executed by Mark R. Kleinhaut, thereunto duly authorized this 29 day of April, 2004.

WITNESS

KEY CORPORATE CAPITAL, INC.




By: Mark R. Kleinhaut
Its: Vice President

C ✓
SC ✓
COM ✓
BK ✓

State of Maine
County of Cumberland, ss

Date: April 29, 2004

Personally appeared before me the above named Mark R. Kleinhaut, Vice President of Key Corporate Capital, Inc., and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Key Corporate Capital, Inc.

Daniel Amory
Notary Public/Attorney at Law

Print Name DANIEL AMORY

My Commission Expires _____

degrees 38' and running by and along the generally northerly bound of Spring Street two hundred six and eight-tenths (206.8) feet to the point of beginning.

Parcel One described above is shown on a Plan of Penobscot Frozen Food Lockers Property, Belfast, Maine, C. K. Archer, Engineer, dated April 1967, recorded in the Waldo County Registry of Deeds, Plan Book 6, Page 97A, except for that portion designated as the Staples Lot, the Penobscot Frozen Foods, Inc. having acquired the Hopkins Lot by deed dated April 30, 1968 and recorded in said Registry, Book 667, Page 759, and the Knowlton Lot by deed dated August 30, 1972 and recorded in said Registry, Book 700, Page 805.

Parcel Two: Beginning at a stone bound at the intersection of the northerly street line of Bridge Street with the westerly line of the right of way of the Belfast and Moosehead Lake Railroad Company, thence south 73 degrees 28' 16" West along the northerly line of Bridge Street and Pierce Street three hundred nineteen and three tenths feet (319.3'), more or less, to the easterly line of River Avenue; thence north 10 degrees 30' west along the easterly line of River Avenue six hundred ninety four and nine tenths feet (694.9'), more or less, to a point; thence north 85 degrees 48' west one hundred seventy and five tenths feet (170.5') to a point; thence north 8 degrees 51' west two hundred eight and one tenth feet (208.1') to a point; thence south 87 degrees 18' east two hundred ninety-nine and seven tenths feet (299.7') to the westerly side line of the right of way of the Belfast and Moosehead Lake Railroad Company; distant forty nine and five tenths feet (49.5') westerly from the center line of said right of way; thence south 22 degrees 0' east five hundred fifty seven and three tenths feet (557.3') along the westerly

sideline of said right of way to a stone bound; thence south 22 degrees 40' east along said westerly sideline three hundred seven and six tenths feet (307.6') to the stone bound at the place of beginning. Said parcel is comprised of the first parcel of premises conveyed to Maplewood Poultry Company by Arthur L. Layman, Administrator of the Estate of Bernard C. Maynard by deed dated January 15, 1946, recorded in the Waldo County Registry of Deeds in Book 451 at Page 277, and premises conveyed to Maplewood Poultry Company by Charles M. Page by deed dated May 26, 1965, recorded in said Registry in Book 640 at Page 360, by Clayton C. Clark and Elizabeth C. Clark by deed dated September 27, 1962, recorded in said Registry in Book 604 at Page 95, by Edith B. Brooks by deed dated July 21, 1961, recorded in said Registry in Book 589 at Page 426, Carrie Stevens by deed dated June 23, 1965, recorded in said Registry in Book 635 at Page 216, by Sam Carchide and Florence Carchide by deed dated May 1, 1970, recorded in said Registry in Book 682 at Page 242 and by Charles O. Abbott and Carolyn G. Abbott by deed dated March 28, 1961, recorded in said Registry in Book 587 at Page 65.

Parcel Three: Beginning at the intersection of the easterly side line of the right of way of the Belfast and Mooshead Lake Railroad Company distant forty nine and five tenths (49.5') easterly from the center line of said right of way and the northerly street line of Bridge Street; thence generally northerly along said westerly side line one thousand five hundred seventy six feet (1,576'), more or less, to the southerly line of land formerly owned by H. A. Fogler; thence easterly in said southerly line of Fogler thirty-three feet (33'), more or less, to high water mark and continuing in the same direction to the low water line of Belfast Harbor; thence generally southerly along said low water line

of Belfast Harbor to the northerly street line of Bridge Street if continued; thence westerly along the northerly street line of Bridge Street, if continued to the place of beginning; containing thirty four thousand three hundred (34,300) square feet, more or less, of land above high water. Said Parcel is the second parcel of premises conveyed to Maplewood Poultry Company by Arthur L. Layman, Administrator of the Estate of Bernard C. Maynard by deed dated January 15, 1946, recorded in said Registry in Book 451 at Page 277.

Together with all the right, title and interest of Penobscot Frozen Foods, Inc., if any, in and to the land in said Belfast designated as the "Right of Way" of the Belfast and Moosehead Lake Railroad Company to the extent that the same touches the above described Parcels Two and Three, or either of them.

Excepting and reserving from said Parcels Two and Three rights to lay underground cable and its appurtenances conveyed by Maplewood Poultry Company to New England Telephone and Telegraph Company by deed dated May 29, 1956, recorded in said Registry in Book 539 at Page 208; a pipe line easement conveyed by Maplewood Poultry Company et al to Belfast Water District by deed dated October 16, 1956, recorded in said Registry in Book 542 at Page 264; and parcels taken by eminent domain by the State of Maine by notice dated March 29, 1961, and recorded in said Registry on April 12, 1961, in Book 586 at Page 233.

Parcel Four: A certain lot or parcel of land together with any buildings thereon situated in Belfast in the County of Waldo and State of Maine, at the intersection of the line formed by the "Taking of the right of way for the 'new bridge' crossing the

Passagassawaukeag River" and the generally westerly line of the Railroad property, said parcel may be bounded and described as follows, to wit:

Beginning at a point in the intersection of the westerly line of the right of way of the Belfast and Mooshead Lake Railroad with the southerly line of State Highway No. 26 as shown upon a "Plan of Taking" recorded in the Waldo County Registry of Deeds in Plan Book 4, Page 88; thence easterly and in the southerly line of said highway to a point twenty-five (25) feet westerly of the center line of the railroad tracks as the same now exist; thence southerly and on a line parallel to and twenty-five (25) feet westerly of the center line^o of said railroad tracks to a point twenty-five (25) feet southerly of the exterior wall of an existing building extended easterly, said point being twenty-five (25) feet westerly of the center line of said railroad tracks; thence westerly and on a line parallel to the southerly line of said highway and twenty-five (25) feet southerly of the southerly line of said building to the westerly bound of the land of the Belfast und Mooshead Lake Railroad; thence northerly passing through the existing building and in said westerly bound of said railroad property to the point of beginning.

The above description of Parcel Four is intended to describe a portion of the Belfast and Mooshead Lake Railroad right of way on which there now is situated a portion of a building formerly of Maplewood Poultry Company and now of the Penobscot Frozen Foods, Inc..

Being all and the same premises conveyed to the Penobscot Frozen Foods, Inc. by deed dated December 9, 1982, recorded in the Waldo County Registry of Deeds, Book 806, Page 16. Reference is also made to a quit-claim deed of Belfast and Mooshead

Lake Railroad Company recorded in the Waldo County Registry of Deeds, Book 807, Page 140.

Parcel Five: Also, another certain lot or parcel of land together with any buildings thereon situated in Belfast in the County of Waldo and State of Maine, bounded and described in a deed from Belfast and Moosehead Lake Railroad Company to Penobscot Frozen Foods, Inc. dated May 30, 1986, and recorded in the Waldo County Registry of Deeds in Book 901, Page 31, as follows, to wit:

Beginning at a point which is the southeasterly corner of that parcel of land described in a deed from Belfast and Moosehead Lake Railroad Company to Penobscot Frozen Foods, Inc., which deed is dated January 18, 1983, and recorded in the Waldo County Registry of Deeds in Book 807, Page 140; thence southerly and on a line parallel to and twenty-five (25) feet westerly from the center line of the railroad tracks to the northerly line of Pierce Street; thence westerly and in the northerly line of said street to the westerly bound of the Belfast and Moosehead Lake Railroad; thence northerly and in said westerly line to the southwesterly corner of those premises described in Book 807, Page 140; thence easterly and in said southerly line to the point of beginning. It is intended to describe a portion of the Belfast and Moosehead Lake Railroad Company property which is northerly of Pierce Street and southerly of those premises conveyed to Penobscot Frozen Foods, Inc. by deed recorded in the Waldo County Registry of Deeds in Book 807, Page 140.

It is intended to describe and convey the same premises conveyed to Penobscot Frozen Foods, Inc. from Belfast and Moosehead Lake Railroad Company by corporation

quit claim deed dated May 30, 1986, and recorded in the Waldo County Registry of Deeds in Book 901, Page 31, on June 4, 1986.

EXCEPTING AND RESERVING HOWEVER, the parcel of land conveyed by Quitclaim Deed from Penobscot Frozen Foods, Inc., f/k/a Penobscot Frozen Food Lockers, Inc. to Mathews Brothers Company dated March 31, 1997 and recorded in the Waldo County Registry of Deeds in Book 1682, Page 218.

The real property described above is further subject to the following matters to the extent, if any, that said matters affect said real property:

1. The utility easement granted by Penobscot Frozen Foods, Inc. to Central Maine Power Company dated November 5, 1996 and recorded in the Waldo County Registry of Deeds in Book 1657, Page 113.
2. The southerly bound of the Spring Street property was established by virtue of boundary agreements recorded in the Waldo County Registry of Deeds in Book 1682, Page 218 and Page 221, respectively.
3. The easement granted to Belfast Water District by virtue of an instrument recorded in the Waldo County Registry of Deeds in Book 542, Page 264.
4. The rights and easements as set forth in a Notice of Layout and Taking by the State of Maine as recorded in the Waldo County Registry of Deeds in Book 586, Page 233.
5. The Belfast and Moosehead Lake Railroad claim of a right of way 100 feet in width parallel to and contiguous with the easterly bound of the above described premises.

Maine Real Estate
Transfer Tax Paid

KELLY & ASSOCIATES, LLC, 96 High Street • Belfast, ME 04915

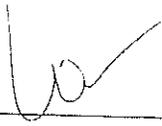
RELEASE DEED

UNITY PROPERTY MANAGEMENT, INC., a Maine corporation, duly authorized, with a principal place of business in Unity, County of Waldo, State of Maine, for consideration paid, releases to WALDO COUNTY LAND CO., LLC, a Maine limited liability company, whose mailing address is 28 Pierce Street, P.O. Box 229, Belfast, ME, a certain lot or parcel of land, together with all improvements thereon, situated in BELFAST, County of Waldo and State of Maine, located on the northerly side of Pierce Street, more particularly bounded and described as follows, to wit:

See description attached in Exhibit A, attached and incorporated hereto as if fully set forth herein. See sketch of said premises conveyed in Exhibit B, attached hereto and incorporated herein by reference as if fully set forth herein.

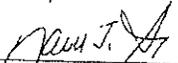
Meaning and intending to describe and convey a portion of the premises as described in a deed from Belfast and Mooshead Lake Railroad Company to Unity Property Management, dated October 17, 2005, recorded October 24, 2005 in the Waldo County Registry of Deeds in Book 2880, Page 52. The description was obtained from a sketch prepared by Randall Reynolds Professional Land Surveyor, Unity, Maine.

WITNESS my hand and seal this 3rd day of APRIL, 2006.



Witness

UNITY PROPERTY MANAGEMENT, INC.

By: 

Lawrence J. Sterrs, President
Unity Property Management, Inc.
Duly authorized

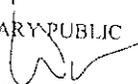
STATE OF MAINE
COUNTY OF WALDO, ss

APRIL 3rd, 2006

Personally appeared the above named Lawrence J. Sterrs, in his capacity as President of Unity Property Management, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the body corporate.

Before me,

NOTARY PUBLIC



Print/Type Name William S. Kelly
My Comm. Exp: ATTY AT LAW

EXHIBIT A

New 1.32-acre deed description

This new deed description is to a portion of the Belfast and Moosehead Lake Railroad land that is owned by Unity Property Management which lies northeasterly of, and adjacent to, the Penobscot McCrum property off Pierce Street in Belfast, Maine.

A certain lot or parcel of land situated in Belfast, County of Waldo, State of Maine, off the northerly side of Pierce Street, bounded and described as follows:

Commencing on the northwesterly side of Pierce Street at a set steel pin marking the northwesterly corner of a .13-acre lot released to the City of Belfast in a deed recorded in the Waldo County Registry of Deeds in Book 2881, Page 201;

thence N 69° 20' 59" E, on a 2005 magnetic bearing, along the northwesterly line of said .13-acre lot and marking a southeasterly line of Penobscot McCrum, LLC recorded in Book 2590, Page 96, and Book 901, Page 31, at the Waldo County Registry of Deeds, a distance of 24.67' to a set steel pin, said pin being the POINT OF BEGINNING;

thence N 27° 19' 12" W along the northeasterly line of said Penobscot McCrum, LLC a distance of 688.10' to a set steel pin;

thence S 84° 11' 21" W along the northerly line of said Penobscot McCrum, LLC recorded in Book 807, Page 140, at said Registry, a distance of 26.36' to a set steel pin;

thence N 27° 28' 33" W along the southwestery line of the Belfast and Moosehead Lake Railroad a distance of 50.99' to a set steel pin;

thence N 62° 31' 27" E along the remaining land of said Railroad a distance of 99.00' to a set steel pin;

thence S 27° 28' 33" E along the easterly line of said Railroad a distance of 90.32' to a point;

thence S 27° 19' 12" E a distance of 667.43' to a set steel pin marking the northeast corner of said .13-acre lot;

thence S 69° 20' 59" W along the northwesterly line of said .13-acre lot a distance of 75.06' to the POINT OF BEGINNING, containing 1.32 acres.

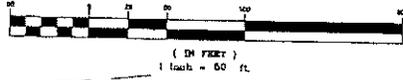
All set steel pins are 5/8" diameter rebar with a red plastic cap marked 2251.

Also releasing all right, title and interest in flats and intertidal land located northeasterly and abutting the above described parcel of land, excepting however, any land lying below low water, which is hereby expressly excluded from the above described premises.

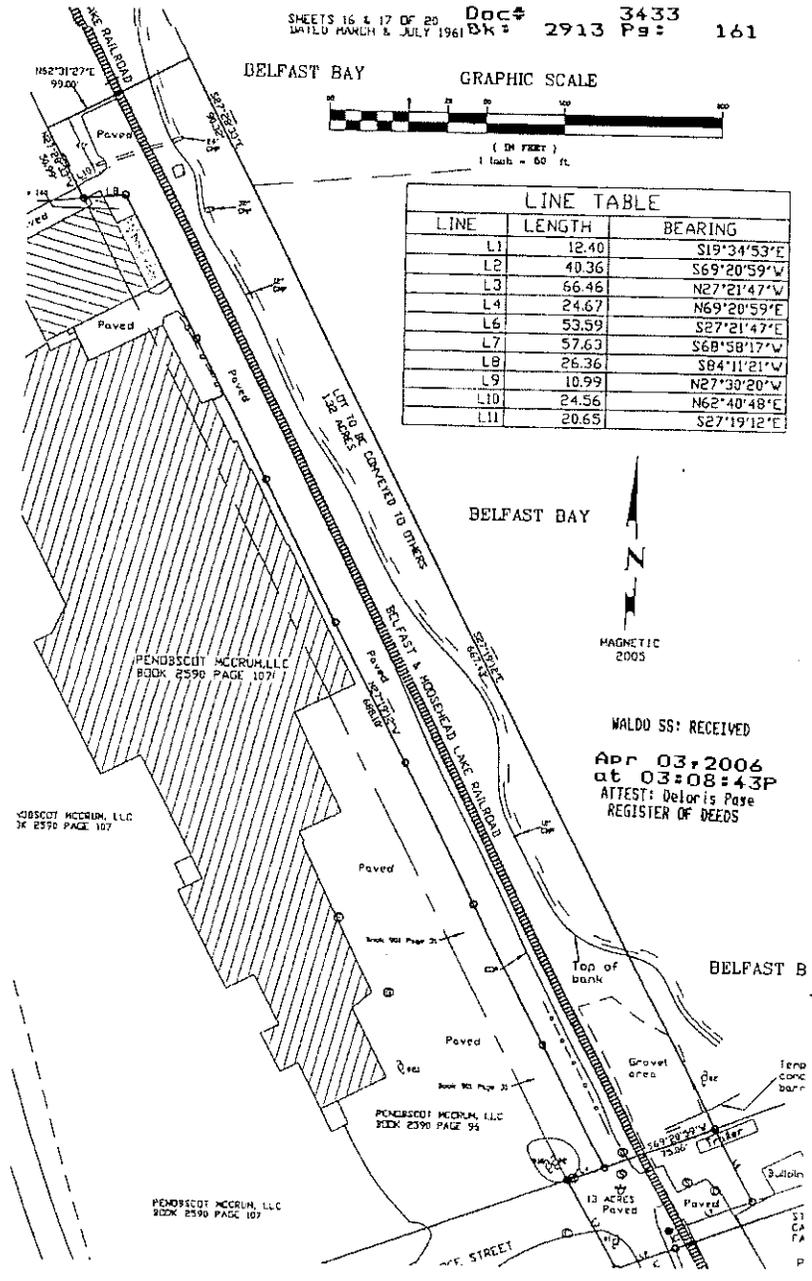
SHEETS 16 & 17 OF 20
 DATED MARCH & JULY 1961
 Doc# 2913 Pg# 161

EXHIBIT B

BELFAST BAY GRAPHIC SCALE

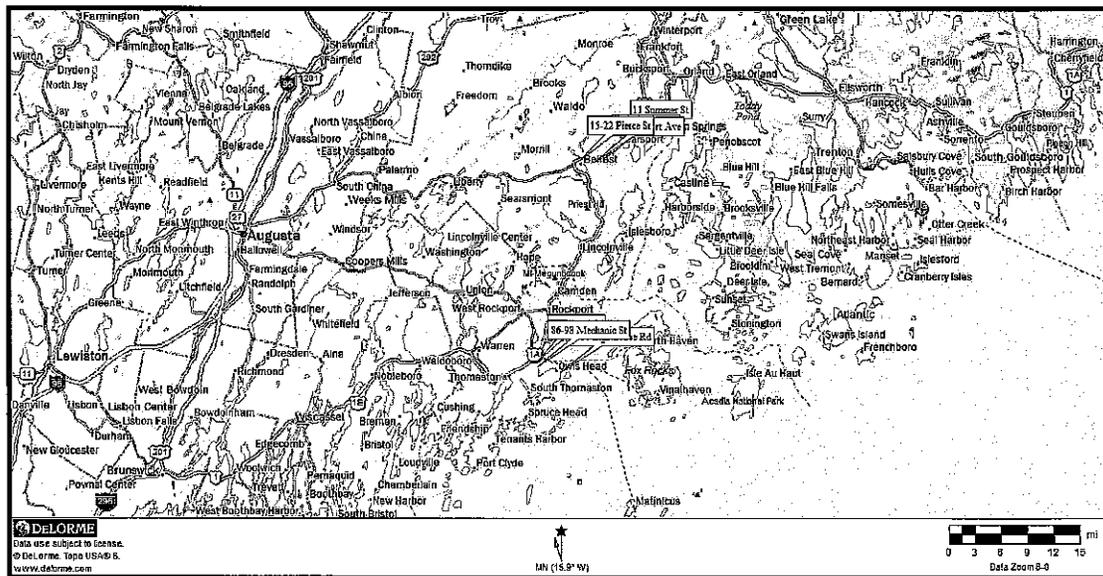


LINE TABLE		
LINE	LENGTH	BEARING
L1	12.40	S19°34'53"E
L2	40.36	S69°20'59"W
L3	66.46	N27°21'47"W
L4	24.67	N69°20'59"E
L6	53.59	S27°21'47"E
L7	57.63	S68°58'17"W
L8	26.36	S84°11'21"W
L9	10.99	N27°30'20"W
L10	24.56	N62°40'48"E
L11	20.65	S27°19'12"E



Waterfront Sales

Sale	Address	Community	Date	Price	Acre	SF	FF	\$/SF	\$/FF
1	9 & 14 Wharf Street	Rockland	1/1/2013	\$ 217,000	0.68	29,621	120	\$ 7.33	\$ 1,808
2	99 Mechanic Street	Rockland	6/15/2015	\$ 262,500	0.89	38,637	180	\$ 6.79	\$ 1,458
3	11 Summer Street	Searsport	6/26/2015	\$ 190,000	1.20	52,272	213	\$ 3.63	\$ 892
4	Lot 33 Lighthouse Rd.	Owls Head	Under Agreement	\$ 305,000	1.69	73,616	133	\$ 4.14	\$ 2,293
5	191 Searsport Road	Belfast	11/18/2013	\$ 396,630	6.30	274,428	396	\$ 1.45	\$ 1,002
6	350 West Main Street	Searsport	4/23/2015	\$ 550,000	16.00	696,960	350	\$ 0.79	\$ 1,571
			Low	\$ 190,000	0.68	29,621	120	\$ 0.79	\$ 892
			High	\$ 550,000	16.00	696,960	396	\$ 7.33	\$ 2,293
			Mean	\$ 320,188	4.46	194,256	232	\$ 4.02	\$ 1,504
			Median	\$ 283,750	1.45	62,944	197	\$ 3.89	\$ 1,515



Sale # 1



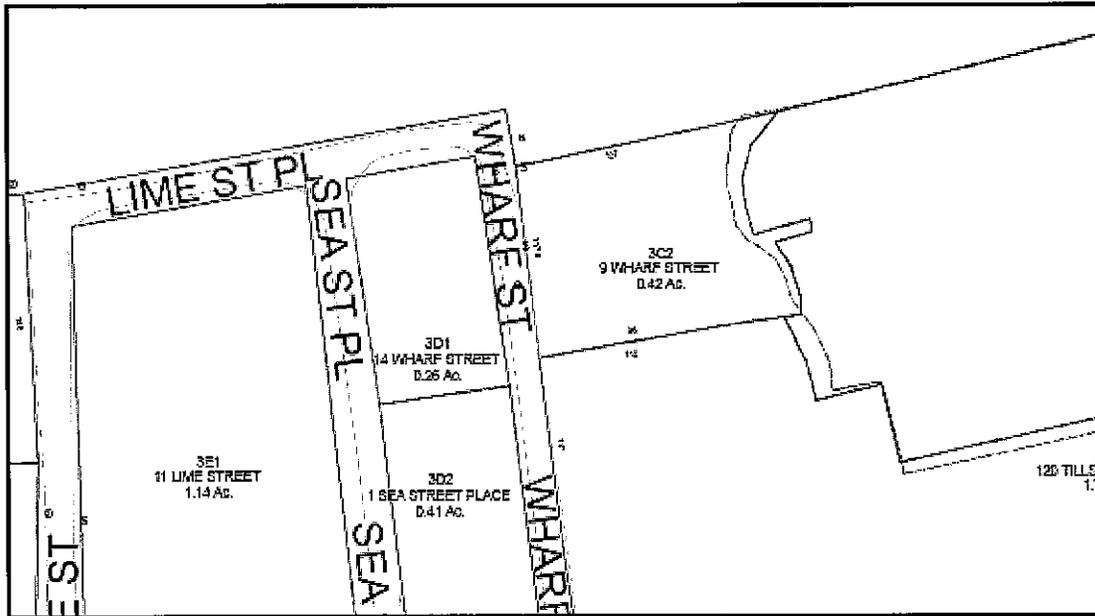
MLS Picture
9 & 14 Wharf Street
Rockland, ME 04841

Price: \$325,000
Residual Land Value: \$217,000
Date of Sale: October 1, 2013
Property Rights: Fee Simple
Sales Concessions: None known

Document Recording: Knox County Registry of Deeds
Legal Description: Book: 4730 Pages: 152-153
Type of Sale Instrument: Warranty Deed
Grantor: Rogue, LLC
Grantee: Wharf Street, LLC
Sales Condition: Arm's Length Transaction
Financing: Cash
Sale History: Last sold 2/21/2001 (Deed 2565/264) and 1/16/2001 (Deed 2554/123) for \$295,000.

Sale Verified By: VB
Verification Date: 7/20/2015

Assessor's Map:



Location: Map: 3 Lots: D1 and C2
Zoning: WF 3A
Size of Lot: 0.68 +/- Acre
Frontage: 117.85 feet for Lot 3C2 on Wharf Street (Deed)
Lot 3D1 has frontage on Wharf, Lime Pl, and Sea Pl
Water Frontage: 120 +/- Feet
Topography: Level, open
Utilities: Public

Assessment Value:
Land: \$180,900
Buildings: \$123,700
Total: \$304,600

Present Use: Commercial
Highest & Best Use: Commercial

Comments: Property consists of 2 parcels and 2 buildings (3600 SF on #14 and 1800 SF on #9) and 2 outbuildings. Approximate building value 5,400 SF x \$20 / SF = \$108,000. Land value is \$325,000 - \$108,000 = \$217,000. See attached assessor's record for details. 14 Wharf Street is currently being used as parking space for windjammer patrons.

Aerial View



Sale # 2

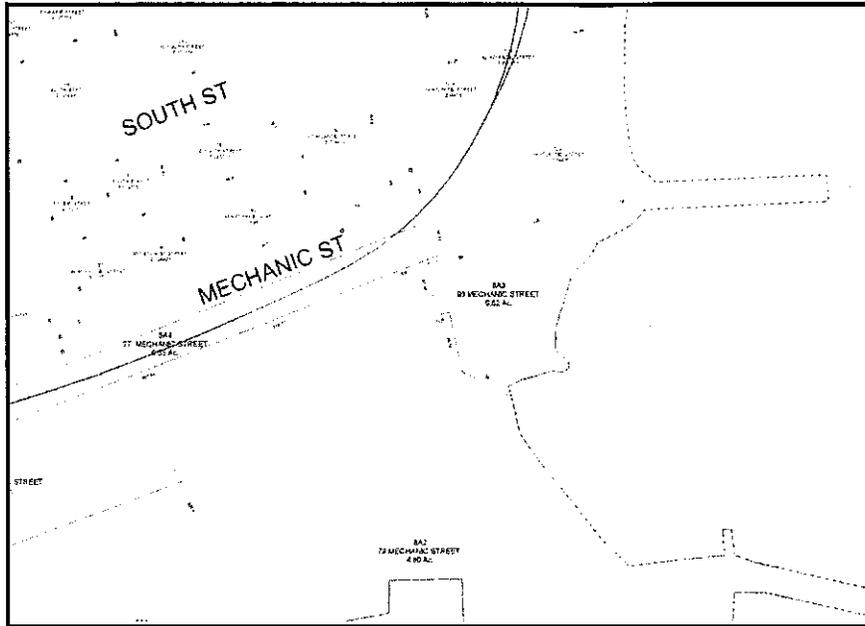


**MLS Picture
99 Mechanic Street
Rockland, Maine 04841**

Price: \$262,500
Date of Sale: June 15, 2015
Days on Market: 660
Property Rights: Fee Simple
Sales Concessions: None known

Document Recording: Knox County Registry of Deeds
Legal Description: Book: 4922 Page: 20-23
Type of Sale Instrument: Release Deed
Grantor: John Macone
Grantee: Rockland Marine Corporation
Sales Condition: Arm's Length Transaction
Financing: Conventional
Sale History: Property was bought by John Macone in 1977 for \$35,000 (Deed 687/40). On March 22, 2007, Harold W. Look, Jr. released rights to shore, flats, and pier associated with this parcel (Deed 3770/105).

Sale Verified By: FWB
Listing Broker: Kim Latour 207-729-2820
Verification Date: 4/21/2016



Location: Commercial: Map: 8 – A Lot: 3 and Residential: Map: 7 I Lot: 5
Zoning: Commercial & Historic Residential
Size of Lot: 0.62 Acre and 0.267 Acre
Waterfrontage: 180 Feet
Topography: Level
Utilities: All Public

Commercial Lot
Gross Building Area: 4,346 SF
Construction: Wood Frame, asphalt shingle roof, clapboards
Year Built: 1944
Condition: Fair

Assessment Value:
Land: \$193,600
Building: \$ 95,100
Total: \$288,700

Residential Lot
Gross Building Area: 1,648 SF
Construction: Wood Frame, asphalt shingle roof, wood shingle
Year Built: 1850
Condition: Fair

Assessment Value:

Land:	\$ 44,800
Building:	\$112,800
Total:	\$157,600

Present Use:	Mixed Use
Highest & Best Use:	Commercial Water Front

Comments: Easements include right-of-way for Maine Central Railroad, and access for abutters for sewer lines repairs, and passing and repassing. According to the listing broker, both buildings were in poor condition and the sale represents a land sale. The property had the potential for an 800 foot long pier.

Sale # 3



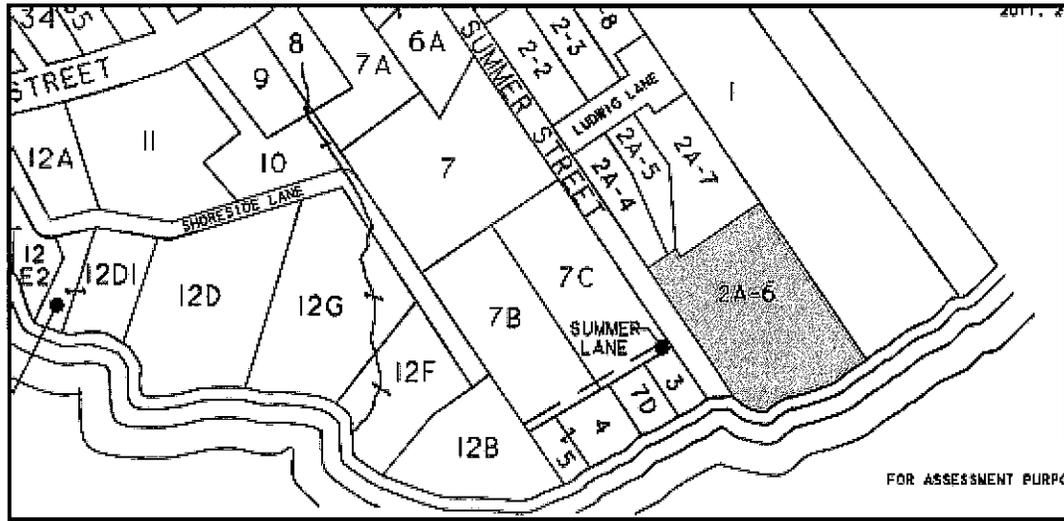
Date Taken: December 21, 2015

Photographer: FWB

**11 Summer Street
Searsport, ME 04974**

Price:	\$190,000
Date of Sale:	June 26, 2015
Days on Market:	25
Property Rights:	Fee Simple
Sales Concessions:	None known
Document Recording:	Waldo County Registry of Deeds
Legal Description:	Book: 3971 Pages: 336-337
Type of Sale Instrument:	Warranty Deed
Grantor:	OTR Properties, LLC
Grantee:	Charles N. & Corinne R. Blanchard
Sales Condition:	Arm's Length Transaction
Financing:	Cash
Sale History:	Last sold 11/29/2006 (Deed 3020/227)
Sale Verified By:	FWB
Verification Date:	12/22/15

Assessor's Map:



Location: Map: 11 Lot: 2A6
Zoning: Shoreland
Size of Lot: 1.2 Acres (Plan)
Road Frontage: 260 Feet
Water Frontage: 213 Feet
Topography: Open field, sloping
Utilities: Public water and sewer, underground electric

Assessment Value:
Land: \$198,900
Tax 2015: \$4,714

Present Use: Vacant Land
Highest & Best Use: Single Family Residence

Comments: Property purchased by Searsport family who had been waiting to buy in that location.

Sale # 5



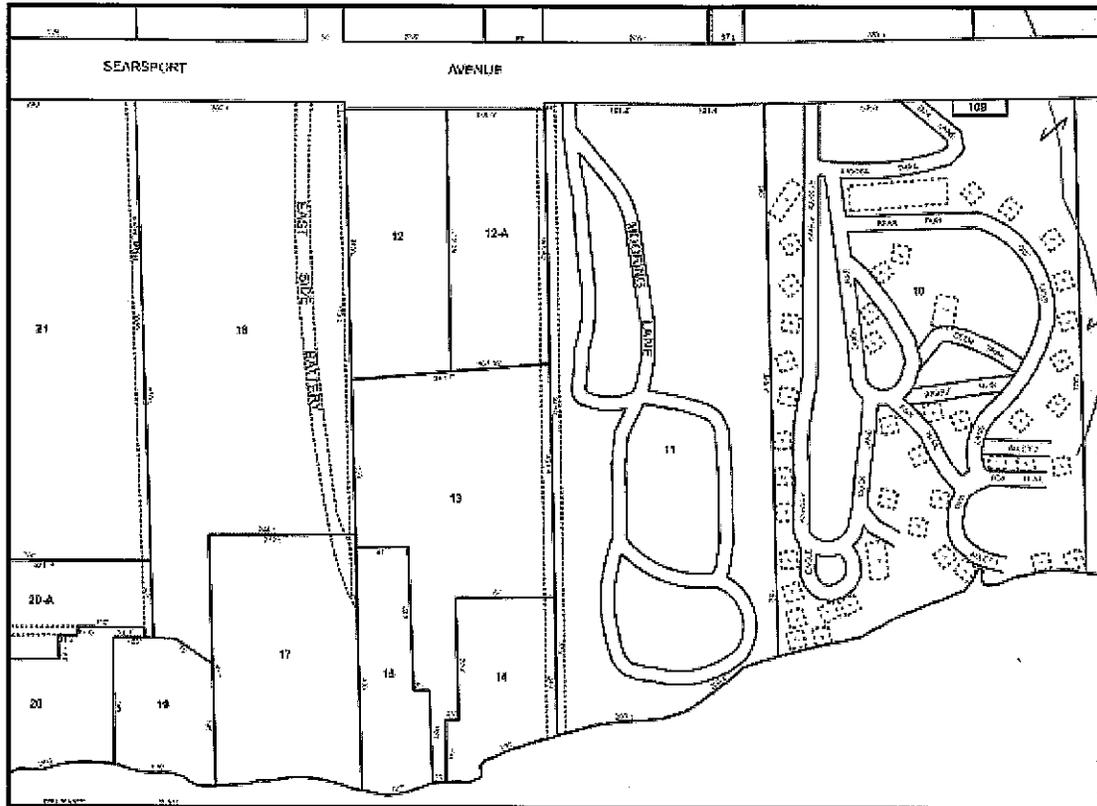
Date Taken: Dec. 21, 2015

Photographer: FWB

**191 Searport Avenue
Belfast, ME 04915**

Price:	\$549,500 Residual Land Value \$396,630
Date of Sale:	November 18, 2013
Days on Market:	927
Property Rights:	Fee Simple
Sales Concessions:	None known
Document Recording:	Waldo County Registry of Deeds
Legal Description:	Book: 3821 Pages: 285-291
Type of Sale Instrument:	Quitclaim with Covenant
Grantor:	Vernon James Baker f.k.a. Vernon J. Dobias
Grantee:	Nester Family Properties, LLC
Sales Condition:	Arm's Length Transaction
Financing:	Conventional
Sale History:	Property is a portion of an 8.3 acre lot bought on 12/1/2001 for \$700,000. It has since been transferred to a couple of trusts.
Sale Verified By:	FWB
Verification Date:	12/22/2015

Assessor's Map before sub-division:



Location:	Map: 27 Lot: 11-A
Zoning:	Shoreland
Size of Lot:	6.3 Acres
Frontage:	R.O.W.
Water Frontage:	396 Feet (Deed)
Topography:	Lot slopes towards bay
Utilities:	Drilled well, private septic
Gross Building Area:	2,352 SF
Year Built:	1993
First floor:	Coin-operated laundry
Second Floor:	Apartment
Heat:	Forced, hot water, multi-zones
Assessment Value:	
Land:	\$315,200
Building:	\$158,300
Total:	\$473,500
Tax 2015:	\$10,606

Present Use: Multi-use
Highest & Best Use: Multi-use

Comments: Campground with multi-use building. On 11/10/2014, the Grantors bought an abutting property of 1.52 acres and 166 feet on Searsport Avenue (Map:27 Lot: 12A).

Land Residual Value: The building was built in 1993 and has a total gross building area of 2,352 SF. Reconstruction new less depreciation is \$65.00 / SF. Estimated building value is 2,352 SF x \$65.00 = \$152,880. Residual land value is \$549,500 - \$152,880 = \$396,620. Value per acre is \$396,630

Sale # 6



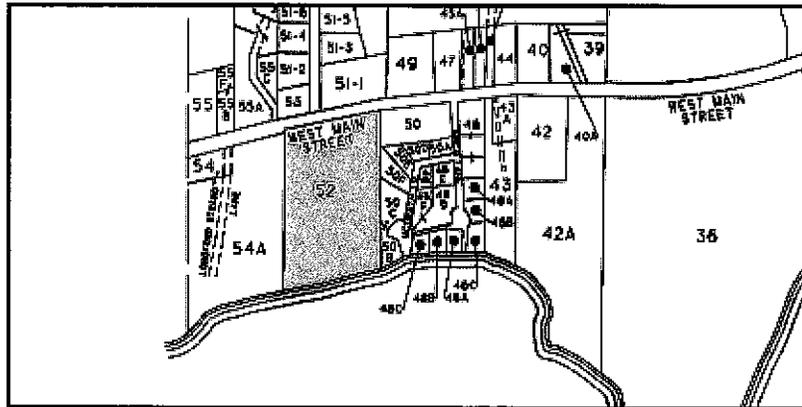
Date Taken: December 21, 2015

Photographer: FWB

**350 West Main Street
Searsport, ME 04974**

Price:	\$550,000
Date of Sale:	April 23, 2015
Days on Market:	257
Property Rights:	Fee Simple
Sales Concessions:	None known
Document Recording:	Waldo County Registry of Deeds
Legal Description:	Book: 3954 Pages: 222-223
Type of Sale Instrument:	Warranty Deed
Grantor:	Searsport Textile Partnership
Grantee:	Ahmad Ali Yousef Al Matrook
Sales Condition:	Arm's Length Transaction
Financing:	Cash
Sale History:	Last sold 1/11/1987 for \$350,000 (Deed 1004/21)
Sale Verified By:	FWB
Verification Date:	12/22/15

Assessor's Map:



Location: Map: 1 Lot: 52
Zoning: Shoreland and R2
Size of Lot: 16 Acres
Road Frontage: Feet
Water Frontage: 350 Feet, beach
Topography: Rolling, partially open, partially wooded
Utilities: Public water, septic needed

Assessment Value:
Land: \$446,800
Tax 2015: \$10,589

Present Use: Vacant Land
Highest & Best Use: Residential

Comments: Commercial building razed in 2006. The property has been subdivided for a single-family lot subdivision.

Qualifications of the Appraiser **Fred W. Bucklin, MAI, SRA**

Education: Bachelor of Arts – History

Licenses / Designations: Mass. Certified General Real Estate Appraiser
License #150, Expiration 3/25/18
Maine Certified General Real Estate Appraiser
License #CG2385, Expiration 12/31/16
Appraisal Institute
SRA Designation (Senior Residential Appraiser), 1983
MAI Designation (Member Appraisal Institute), 1996

Appraisal Courses / Seminars:

Courses:

SREA - Appraisal Course 101, Intro. To Appraising Real Property - 1974
SREA - Appraisal Course 102, Applied Residential Property Valuation – 1975
MBREA - Standards of Professional Practice – 1982
AIREA - Standards of Professional Practice – 1984
SREA – Course 201, Principles of Income Property Appraising – 1988
SREA – Course 202, Applied Income Property Valuation – 1988
AI – Course 2-2, Report Writing and Valuation Analysis – 1992
MBREA – Uniform Standards of Professional Practice – 1992
AI – Course I 410, Standards of Professional Practice, Part A – 1993
AI – Course II 420, Standards of Professional Practice, Part B – 1993
AI - Course II 430, Standards of Professional Practice, Part B – 1997
AI – Course II 520 – Highest and Best Use Analysis – 1998
MBREA – Uniform Standards of Professional Practice – 2005
MBREA – Uniform Standards of Professional Practice – 2006
AI – Economic Outlook and Real Estate Trends in 2008 – 2008
AI – Business Practices and Ethics – 2008
AI – Economic Outlook and Real Estate Trends in 2009 – 2009
AI – Course I 400, Standards of Professional Practice Update -2010
MBREA – Uniform Standards of Professional Practice – 2010

Experience and Education for Either Eminent Domain or Conservation Easements

Courses:

AI – Partial Interest Valuation – 2001
AI – Litigation Appraising: Specialized topics and Applications - 2012
AI - Appraising Land Conservation Properties in Maine – 2014

Experience:

Conservation Restriction Clients – Massachusetts Land Trusts and Municipalities
Eminent Domain Clients – Algonquin Gas, Spectra Energy, Maine Department of Transportation, Massachusetts Department of Transportation
Partial Interest Clients – Massachusetts Municipal Electric Companies

Seminars:

AI – Feasibility and Highest and Best Use – 1991
AI – Environment, Landfills and Their Effect Upon Value – 1991
AI – Low and Moderate Income Housing – 1992
AI – Valuation Considerations: Appraising Non-Profit Properties – 1992
AI – Rates, Ratios and Reasonableness – 1992
ASB – Recent Revisions to USPAP – 1994
AI – Non-Residential Demonstration Report Writing – 1994
AI – Changing Role of Real Estate Analyst – 1994
AI – Due Diligence, Contaminated Properties – 1995
AI – The Abatement Process - 1997
AI – Reporting Requirements – 1997
AI – General Law – 1997
MBREA – Back to Basics, Quality Assurance – 1997
AI – New Industrial Valuation – 1998
MBREA HUD / FHA Appraisal Reform – 1999
AI – In's and Out's of the Hospitality Industry – 2004
AI - New England Appraisers Expo 2004-Commercial – 2004
AI - General Demonstration Appraisal Report Writing Seminar – 2005
AI – Invest. Market Outlook: Looking Beyond the Headlines – 2005
AI – Market Analysis & Using the Site To Do Business – 2005
AI – Expo – 2007- Commercial Program – 2007
AI – Analytics with the Site to Do Business – 2008
AI – General Appraiser Income Approach (Part II) – 2008
AI – Expo – 2008 – Commercial Program – 2008
AI – 2008 New England Appraisers Expo - 2008

Professional Work Experience / Skills Applicable to Appraising:

1983 – Present	F.W. Bucklin Appraisal Company President / Chief Appraiser
1976 – 1983	Bucklin Associates, Realtors President / Broker / Appraiser
1971 – 1976	The DeWolfe Company Vice President / Broker
Expert Witness	Norfolk, Bristol, Suffolk, Middlesex US District, Bankruptcy Court Appellate Tax Board

Professional Memberships:

The Appraisal Institute

Professional Positions Past & Present:

Vice President, Multiple Listing Service, GBREB

President, Eastern Mass. Chapter, Appraisal Institute

Board of Directors, Eastern Mass. Chapter, Appraisal Institute

Regional Representative, New England and New York, Appraisal Institute

National Board of Directors, Appraisal Institute, 2002

Trustee, Massachusetts Board of Real Estate Appraisers

Treasurer Maine Chapter of the Appraisal Institute

President Maine Chapter of the Appraisal Institute, 2016

10)E

MEMORANDUM

May 13, 2016

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

Re: Facility Request Application – MOFGA Staff Appreciation Picnic

The Maine Organic Farmers and Gardeners Association has submitted a Facility Use application for City Park and the pavilion. The request is for Friday, July 15th from 10:00 a.m. to 4:00 p.m. and will be a Staff Appreciation Picnic for MOFGA. The organization is asking for use / reservation of the City Park pavilion for this function.

The Department has reviewed and discussed the application with the Parks and Recreation Commission recommendation of approval and a suggested \$100 user fee for use of the pavilion. The reason for the user fee is due to the nature of the event being more of a private affair for the staff of MOFGA and not a community event.

**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?

JACOMIJH GARDEI 3235929 JACOMIJH@MOFGA.ORG
MOFGA - maine organic farmers + gardeners

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?):

STAFF Appreciation ~~banquet~~ picnic

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.

\$100. fee

Pavillion @ Belfast city park
July 15 ~~2022/23~~ From 10 till about 4.

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

July 15 From 10 till about 4

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

N/A

If yes then who will manage these closed off Streets?

N/A

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

N/A

7. How many people do you expect?

About 50

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

N/A

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

Where? - Attach MAP N/A

By Whom: Name and Phone contact number:

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

N/A

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

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

N/A

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

N/A

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

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

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

Talking + laughter :)

16. How do you propose to handle garbage removal?

Bring it back with us.

17. How do you propose to handle parking?

Park in city park

18. How do you propose to handle security?

N/A

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

city park restrooms

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

N/A → we will bring water

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

N/A

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

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

Just we at the pavilion

Department

Service Requested

City Manager

Police

Fire/ Ambulance

Parks

Use of pavilion @ city park

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

Date:

5/4/16

Printed Name:

Jacomijn Schravende-Groen

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:



**City of
Belfast**

10.F

Manda Cushman <managersasst@cityofbelfast.org>

Tree on Church Street

Bob Richards <publicworks@cityofbelfast.org>
To: Manda Cushman <managersasst@cityofbelfast.org>

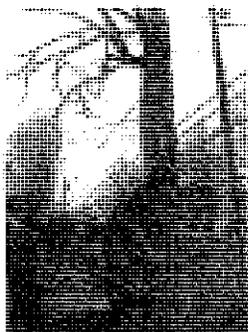
Tue, Apr 26, 2016 at 9:41 AM

Yes it is. It is decaying and we have had to hire our Tree people to keep trimming dead wood from it. The home owner would like it taken down before somebody gets hit with debris from the tree.

Thanks Bob

[Quoted text hidden]

3 attachments



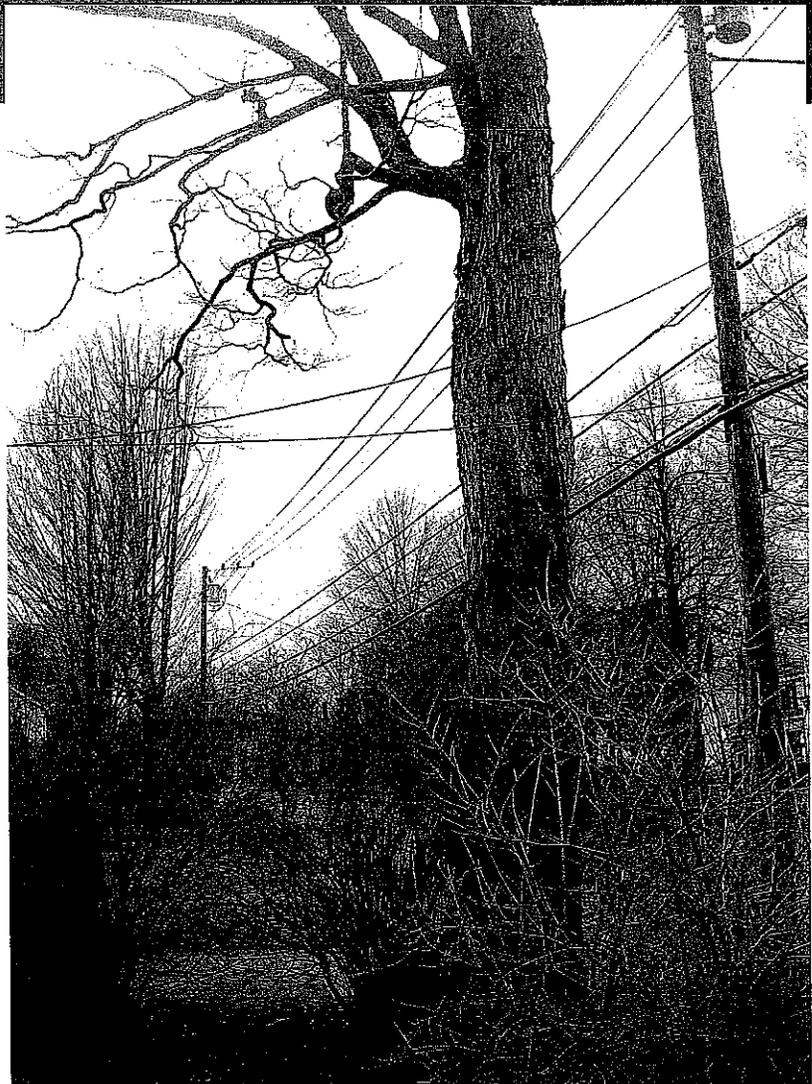
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IMG_1478.JPG
1927K



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2300K





City of
Belfast

Manda Cushman <managersasst@cityofbelfast.org>

Tree on Church Street

Mike Hurley <mike@pilut.com>

Fri, Apr 29, 2016 at 12:40 PM

Reply-To: mike@pilut.com

To: Manda Cushman <managersasst@cityofbelfast.org>

Hi Manda/ I looked at the tree.

1. It did not look in poor health
2. I did not see anything that looked dangerous.
3. It is a significant street tree
4. I did not see anything that needed trimming or pruning
5. It is an old tree but did not look like a candidate for removal
6. It appeared to be a tree an owner would like to remove as opposed to one that the city needs to have removed.
7. I do not support removal at this time. I'd ask for a better look at the tree by an arborist.

Thanks/Mike

From: Manda Cushman [mailto:managersasst@cityofbelfast.org]

Sent: Wednesday, April 27, 2016 4:33 PM

To: Mike Hurley

Subject: Fwd: Tree on Church Street

Mike -

[Quoted text hidden]

Thanks,

[Quoted text hidden]

REGIONAL SCHOOL UNIT #71

Belfast • Belmont • Morrill
Searsmont • Swanville

Paul D. Knowles, Ed.D.
Superintendent of Schools
PO Box 325
6A Lions Way
Belfast, ME 04915

Telephone: 207/338-1960

Fax: 207/338-4597

Dear Citizens,

The proposed RSU #71 2016-17 budget is \$25,968,193.00, a .7% increase in city/town assessments over the 2015-16 budget. This budget represents countless hours of work by the school board and administration to develop a budget that continues to move forward the three school board priority fronts: building infrastructure, system-wide academic programming, and system-wide operational structure, and responds to the communities need for the school system to be as fiscally responsible as possible. An additional \$921,778 in general purpose aid, \$436,000 from the MEPERS Settlement Funds with RSU #20, Northport, and Frankfort, and an estimated \$800,000 in carry forward funds will be used to help offset the budget increases and town assessments. While RSU #71 was fortunate to have these additional funds to work with this year, this will not be the case in future years. Only the MEPERS funds will be available to help pay for the MEPERS assessments until the funds are depleted. Several spreadsheets, that further illustrate the specific aspects of the budget, are available on the RSU #71 website, at your local schools, and at your city/town offices.

Moving forward the school board's priority fronts, the pool, cafeteria, math wing, and special education wing infrastructure issues at Belfast Area High School are being addressed through an architectural/ engineering study that will assess the existing facility, the educational space needs and programming, and then develop a concept design for a possible building renovation project.

Another architectural/ engineering study is being completed at the Ames Elementary School. The study is exploring the feasibility of adding on to the school and moving the students from the Gladys Weymouth School to the Ames School, eliminating the need to complete major repairs and renovations at the Weymouth School.

System-wide heating, ventilation, and other energy saving measures are being assessed by conducting an energy audit with the expectation of entering into a performance contract that will upgrade heating and ventilation mechanisms with higher efficiency and less costly ones.

Systemic-wide academic programming is in place for the first time in many years. Mathematics is the first subject area to complete a thorough K-12 audit and review. The local, the state mandated teacher and principal evaluation and professional growth system.(TEPG/PEPG) has been finalized, approved by the school board and will begin being piloted during the next two school years. Laura Miller, the new curriculum coordinator, is now overseeing all the academic programming and grants. This allows for a more concentrated and in-depth leadership to better facilitate the work that needs to be

completed. The school board has also commissioned an academic audit to be conducted at Belfast Area High School. The academic audit will be a formal examination/verification of student classroom experiences conducted in an open manner, inviting comment review, and participation from students, teachers, and parents. Through a lease purchase agreement, new laptops and IPADs for teachers, Apple TV for classrooms, and upgraded infrastructure are in place to aid in enhanced classroom instruction using technology.

The school board, administration, and teachers are exploring the possibility of moving all fifth grade students in the district to Troy Howard Middle School. In concept, such a move would allow for more effective academic programming, teacher collaboration, extended extra-curricular opportunities, and would be more efficient by freeing up classroom space at the Captain Albert Stevens School, the Kermit Nickerson School, and the Ames Elementary School, that could create further possibilities for consolidation of programs and schools. This work will be completed by January of 2017. Exploration into the interest for an expanded performing arts program will also be completed by January 2017.

Realizing the above initiatives will offer the opportunities for more efficient and conducive teaching and learning environments, and stronger and more relevant academic programming. The work will need your continued input and support. My hope is you will see this work as vital to offering your students a quality educational experience and vibrancy of your communities by voting positively for the 2016 -17 RSU #71 Budget. If you have any questions, please feel free to contact me, or any of the RSU #71 School Board Members.

Yours In Education,

Paul D. Knowles Ed.D
Superintendent

REGIONAL SCHOOL UNIT #71

BOARD PROPOSED FY 17 BUDGET

	FY 16	FY 17	Dollar Variance	% Variance
	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017		
Total CASS School	\$2,069,945.00	\$2,125,014.66	\$55,069.66	2.66%
Total East Belfast School	\$1,041,813.00	\$1,013,328.84	(\$27,984.16)	-2.68%
Total Nickerson School	\$987,164.00	\$858,041.41	(\$129,122.59)	-13.08%
Total Troy Howard Middle School	\$3,367,804.00	\$3,245,733.81	(\$122,070.19)	-3.62%
Total Ames Elementary School	\$838,450.00	\$960,270.01	\$121,820.01	14.52%
Total Weymouth Elementary School	\$828,191.00	\$881,696.84	\$53,505.84	6.46%
Total Belfast High School	\$5,696,343.00	\$5,959,009.70	\$262,666.70	4.61%
Total Technology Dept.	\$825,760.00	\$886,089.00	\$60,329.00	7.30%
Total Improvement of Instruction	\$93,820.00	\$215,313.00	\$121,493.00	129.49%
Maintenance Services	\$172,019.00	\$400,432.00	\$228,413.00	132.78%
Total Special Education	\$5,325,554.00	\$5,568,767.38	\$243,213.38	4.56%
Total Gifted and Talented	\$182,669.00	\$208,557.00	\$25,888.00	14.17%
Total ESL	\$38,724.00	\$39,000.00	\$276.00	0.71%
Board of Directors	\$39,651.00	\$40,780.00	\$1,129.00	2.84%
Election Services	\$15,000.00	\$15,000.00	\$0.00	0.00%
Staff Negotiations	\$10,000.00	\$0.00	(\$10,000.00)	-100.00%
Superintendent of Schools	\$742,720.00	\$407,390.00	(\$335,330.00)	-45.14%
Business Services	\$208,350.00	\$226,231.00	\$17,881.00	8.58%
Total Transportation	\$1,446,863.00	\$1,607,136.00	\$160,273.00	11.07%
Total Debt Service	\$1,129,315.00	\$1,110,402.35	(\$18,912.65)	-1.67%
Total Food Service	\$125,000.00	\$200,000.00	\$75,000.00	60.00%
TOTALS	\$25,184,655.00	\$25,968,193.00	\$783,538.00	3.11%

REGIONAL SCHOOL UNIT #71

Cost Center Detail Report

**Fiscal Yr. 2016
2015-2016**

**Fiscal Yr. 2017
2016-2017**

Article

5	Student and Staff Support (nurses, library, tech, curricular, guid)		
	Salary/Benefits/Dist wide tuition	\$1,804,371.00	\$1,966,811.11
	Contracted Services	\$7,460.00	\$20,231.00
	Technology Supplies/Repairs	\$152,544.00	\$260,199.00
	Employee Travel/Utilities	\$10,556.00	\$13,708.30
	Supplies/Books/Furniture	\$41,039.00	\$48,195.55
	Technology Hardware	\$89,225.00	\$31,840.82
	Dues/Fees/Field Trips	\$2,015.00	\$5,455.00
	Student and Staff Support Total	\$2,107,210.00	\$2,346,440.78
6	System Administration (Board/Central Office)		
	Salary/Benefits	\$407,522.00	\$413,701.00
	Contracted Services	\$91,200.00	\$94,800.00
	Office Utilities/Liab. Insurance	\$45,755.00	\$52,950.00
	Supplies/Books/Furniture	\$26,500.00	\$15,600.00
	Dues/ Membership&Bank Fees	\$169,300.00	\$12,350.00
	Contingency/Retiree Ins	\$275,444.00	\$100,000.00
	System Administration Total	\$1,015,721.00	\$689,401.00
7	School Administration (Principals Office)		
	Salary / Benefits	\$1,174,853.00	\$1,257,477.00
	Contracted Services	\$2,270.00	\$71,900.00
	Technology Supplies/Repairs	\$1,500.00	\$1,500.00
	Office Utilities/Employee Travel	\$33,800.00	\$33,459.80
	Supplies/Books/Furniture	\$11,163.00	\$36,732.89
	Dues/Fees	\$5,250.00	\$7,958.00
	School Administration Total	\$1,228,836.00	\$1,409,027.69
8	Transportation and Buses		
	Salary / Benefits	\$884,845.00	\$1,019,406.00
	Contracted Services	\$2,580.00	\$3,330.00
	Office Utilities/Employee Travel/Liab Ins.	\$64,850.00	\$67,500.00
	Fleet Fuel/Supplies	\$354,000.00	\$306,400.00
	Equipment	\$5,000.00	\$2,500.00
	Bus Leases (4 Current, 2 New)	\$135,588.00	\$108,000.00
	Contingency	\$0.00	\$100,000.00
	Transportation/Buses Total	\$1,446,863.00	\$1,607,136.00

REGIONAL SCHOOL UNIT #71

Cost Center Detail Report

**Fiscal Yr. 2016
2015-2016**

**Fiscal Yr. 2017
2016-2017**

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	Fleet Fuel/Supplies	\$354,000.00	\$306,400.00
	Equipment	\$5,000.00	\$2,500.00
	Bus Leases (4 Current, 2 New)	\$135,588.00	\$108,000.00
	Contingency	\$0.00	\$100,000.00
	Transportation/Buses Total	\$1,446,863.00	\$1,607,136.00

REGIONAL SCHOOL UNIT #71**Cost Center Detail Report****Fiscal Yr. 2016****Fiscal Yr. 2017****Article****2015-2016****2016-2017**

9	Facilities and Maintenance		
	Salary / Benefits	\$1,159,570.00	\$1,171,811.00
	Inspections/Training and Development	\$12,000.00	\$40,400.00
	School Maint. Contracts	\$344,909.00	\$518,673.00
	Building Insurance	\$38,257.00	\$45,000.00
	Supplies/Heating Oil/Utilities	\$688,030.00	\$537,837.00
	Equipment	\$100,166.00	\$55,300.00
	Contingency	\$0.00	\$200,000.00
	Facilities and Maintenance Total	\$2,342,932.00	\$2,569,021.00
10	Debt Service Payments		
	Principal	\$838,253.00	\$838,253.00
	Interest	\$291,062.00	\$272,149.35
	Debt Service Payments Total	\$1,129,315.00	\$1,110,402.35
11	All Other Expenditures		
	Food Service Program Support	\$125,000.00	\$200,000.00
	All Other Expenditures Total	\$125,000.00	\$200,000.00
15	Total Budget	\$25,183,655.00	\$25,968,193.00

REGIONAL SCHOOL UNIT #71

BOARD PROPOSED FY 17 BUDGET BY COST CENTER

Account Number / Description	FY 16 Budget	FY 17 Proposed Budget	Dollar Variance	% Variance
	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017		
ARTICLE 1 Regular Instruction (Teacher Sal/Ben and Classroom Supplies)	\$9,121,298.00	\$9,119,344.20	(\$1,953.80)	-0.02%
ARTICLE 2 Special Education (Teacher, Ed Techs, OT, Speech, Social Wk, PT)	\$5,325,554.00	\$5,568,767.38	\$243,213.38	4.56%
ARTICLE 3 Career and Technical Education (Waldo County Technical Center)	\$814,780.00	\$802,915.00	(\$11,865.00)	-1.45%
ARTICLE 4 Other Instruction (Co and Extra Curricular Expenses)	\$527,146.00	\$545,737.60	\$18,591.60	3.52%
ARTICLE 5 Student and Staff Support (Library, Nurse, Technology, Guidance)	\$2,107,210.00	\$2,346,440.78	\$239,230.78	11.35%
ARTICLE 6 System Administration (Board and Superintendent's Office, Finance)	\$1,015,721.00	\$689,401.00	(\$326,320.00)	-32.12%
ARTICLE 7 School Administration (Principals, Asst. Principals, Admin.Assts, Supplies)	\$1,228,836.00	\$1,409,027.69	\$180,191.69	14.66%
ARTICLE 8 Transportation and Buses (Director, Bus Drivers, Mechnic, Bus Purchase/Lease)	\$1,446,863.00	\$1,607,136.00	\$160,273.00	11.07%
ARTICLE 9 Facilities and Maintenance (Director, Custodians, Maintenance, Supplies, Contingency)	\$2,342,932.00	\$2,569,021.00	\$226,089.00	9.64%
ARTICLE 10 Debt Service Payments (Previously Approved Debt Pmts)	\$1,129,315.00	\$1,110,402.35	(\$18,912.65)	-1.67%
ARTICLE 11 All Other Expenditures (Food Service Program Support)	\$125,000.00	\$200,000.00	\$75,000.00	60.00%
ARTICLE 15 TOTAL BUDGET	\$25,184,655.00	\$25,968,193.00	\$783,538.00	3.11%

10)K

CITY OF BELFAST, MAINE

Public Parks, Spaces and Facility Use Permit Policy

Purpose

The purpose of the parks is to provide recreational opportunities and public enjoyment of the City's public spaces, facilities and parks while maintaining and protecting the resources. The City of Belfast recognizes and values the importance of special events, either public or private, within our community. ~~Public~~ Such events or activities can enhance the quality of life through the offering of cultural, social, recreational and educational opportunities as well as providing an economic benefit to the community.

This City of Belfast "Facility Use" and permitting process defines areas to be utilized for events, including areas such as the Harbor Walk, Rail Trail and the Boathouse.

Use Policy

It is the policy of the City of Belfast to accommodate events in public parks and areas where such events meet the ~~purpose-qualifications~~ of this policy while allowing the general public to participate in public events or to continue use of the park or a portion thereof during private events

General Definitions

1. **Event** – an organized activity that has a designated start and end with a duration of no more than 5 days and that takes place no more than once a year. Events lasting longer than five days may be considered but shall be subject to review by the Parks and Recreation Commission and approval by the Belfast City Council.
2. **Non-profit / Public Event** – these are events that include, but are not limited to, festivals, performances, competitions or other organized public events where public property is used. These events do not benefit an individual or a for profit organization, although they may raise funds for a charitable purpose. Such events may be sponsored by a for-profit entity; however proceeds of the event, if any, must be used for a charitable purpose. Confirmation of this purpose may be required.
3. **For-profit Public Event** – an event held for the purpose of profiting a business or organization.
4. **Private Events** – Events where attendance is limited to specific invitees or groups such as organizations, club members or employees. These may include but are not limited to wedding ceremonies, family gatherings, company picnics or similar events not intended for public participation.
5. **Public Property** – areas not defined by City as a park or recreational facility; such areas include the Footbridge, Harbor Walk, Rail Trail, sidewalks and public parking lots.
6. **Parks** – these areas are defined in the City ordinance as areas identified as public park spaces and include park facilities such as ballfields, picnic tables, benches, gazebos and pavilions.

Fees

The following fee structure will apply for organized use of parks:

Belfast Non-profit - \$50/day Non-profit / Non-resident - \$100 Profit Event - \$250

Facility Use Permit Required

A facility use permit is required for any event or activity which will make use of public parks or property and may potentially impact the use of the public space by the general public. Permits are not required for events / activities sponsored or organized by the Parks Department, provided the event has been sanctioned by the Parks and Recreation Commission.

Facility Use Permit Procedure

Applications for a permit shall be submitted to the Parks and Recreation Department on the City's application form and must include all supporting / required documentation. Applications may not be submitted more than a year in advance and annual events must submit an application each year.

1. Applications for any event / activity must be received by the Department at least 30 days prior to the event date. Applications submitted after the 30 day requirement will normally be denied.
2. Applications must be accompanied with a **non-refundable \$25 fee** payable to the City of Belfast.
3. If available, event or activity promotional materials should be included with the application.
4. Incomplete applications may be returned or denied until complete information is received.
5. Any event or activity which requires an entrance fee or donation must clearly identify this requirement in the application.
6. Upon receiving the application, the Parks and Recreation Department will contact the City Departments affected by the event and, if necessary, request the Department(s) to review it.
7. The Parks and Recreation Department may require additional information from the applicant when deemed necessary.
8. The applicant will be notified of the application status by the City within 30 days of receipt of the form. Any additional City services requested may require reimbursement by the applicant and will be discussed with the event organizers.
9. If multiple applications are received at or before approval has been granted for same facilities and dates, priority will be given to an annual event. Otherwise, the first application received will be given priority.
10. Use of a park facility for any private event or a public event which charges a fee for vendors or admission will be required to pay the daily park fee of \$50, \$75 or \$100 based on the status of the event.
11. All solicitation or types of vending during any proposed event must be included in the application.

Other Requirements

1. Any event in Steamboat Landing Park or Heritage Park must either be open to the general public or not restrict the use of the Harbor Walk by the general public. Any areas designated for use of the event only shall be clearly defined during the permit process, including the specific time period during which the area will be closed to the public.
2. Proof of insurance must be provided for all events. Coverage shall include comprehensive general liability insurance or public liability insurance, either specific to the proposed event or covering all activities of the sponsoring agency, and must provide coverage of at least \$400,000

per claim / \$1,000,000 annual aggregate. The City may require higher amounts depending on the type of activity. The insurance certificate must name the City of Belfast as an additional insured and be provided no later than 10 days prior to the event.

3. The permit holder is responsible for all clean-up during and at the conclusion of the event. The holder is also responsible for removal of all equipment related to the event by the end of the next business day. The only exception is in the case of severe weather which, at the discretion of the Parks and Recreation Director, may damage the park. Depending on the event, the Director of Parks and Recreation may require a facility deposit. The deposit will be returned to the permit holder within 14 days of the event, less any amounts used to repair or address damage resulting from the event.
4. Applicants are strongly discouraged from advertising the event until the permit has been approved.
5. Any refreshments served during an event must be in plastic containers or cans. **Absolutely no glass or bottles.**
6. Event organizers must specify the number of portable toilets being provided, based on anticipated attendance.
7. The permit holder shall be solely responsible for ensuring that any vendors associated with the event have the appropriate permits and licenses required by City ordinances and State law.
8. Events shall comply with City noise ordinances. Noise, live music, recorded music or public address systems shall be limited to levels and times allowed by City of Belfast code/ordinance.
9. Alcoholic beverages at events may be provided only by a licensed vendor who will be required to apply for a liquor license from the City and State. All applicable liquor laws must be observed and the permit holder agrees to indemnify the City of Belfast against any and all claims which are in any way related to alcohol consumption.
10. Any disturbance of the park grounds or area resulting from erection of a tent or canopy structure must be repaired by the permit holder or tent installer. Failure to do so may result in a bill for damages from the City or loss of any deposits.
11. No vehicles are allowed to park or remain on the park grounds without prior approval of the Director of Parks and Recreation.

Miscellaneous

1. Any public area covered by this policy shall be available to the public when not in use for a permitted event or closed for maintenance by the Parks and Recreation Director.
2. The Belfast Parks and Recreation Department and Commission is responsible for the administration of this policy and for its periodic review and proposed revision.
3. The City of Belfast does not allow smoking within the public parks and this should be enforced by the permit holder.
4. Use of public ballfields or athletic facilities must seek approval for use of said facilities from the City and will be subject to the same rules / regulations as special events procedures.

10)M

MEMORANDUM

May 10, 2016

To: Joseph Slocum, Belfast City Manager
Honorable Mayor Ash and Belfast City Council

From: Norm Poirier, Belfast Parks and Recreation Department

Re: Facility Request – Fourth Friday Art Walks

The Belfast Creative Coalition and Our Town Belfast are teaming up this year to offer the “Fourth Friday Art Walks” on May 27, June 24, July 22, August 26 and September 23, 2016 from 5-8 p.m.

This year’s Art Walks will include activities in local galleries, performances on City sidewalks and pop-up venues selling a variety of wares. As the map indicates performances may take place on the corners of Church Street/Main Street by Key Bank and corners of Main / High Streets. The “pop-up” tents will be set up on the Post Office Square corner, in front of City Hall High Street side, corner of Main / High Streets, in front of Fiddleheads and corner of Park on Main.

A map has been included for your review. The only stipulation I would suggest is to not block sidewalk entrances in order for the public to use crosswalks and to not drive any posts or rebar in to the sidewalks to secure the tents – use weights or sand bags/buckets.



**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?

BREANNA PINKHAM BEBB, OUR TOWN BELFAST EXECUTIVE DIRECTOR
BRE@OURTOWNBELFAST.ORG / 207.218.1158 (OFFICE) / 207.323.9100 (CELL)

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:

ALTERNATE CONTACT: KIMBERLY CALLAS, BELFAST CREATIVE COALITION
KIMBERLY@BELFASTCREATIVECOALITION.ORG / 207.322.9544

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

**FOURTH FRIDAY ART WALKS – Promotion of activities happening in local galleries.
Some additional activities on City Sidewalks to add vibrancy to events.**

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.

PLEASE SEE ATTACHED MAP

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

5-8pm, Fourth Fridays, May thru September (May 27th, June 24th, July 22nd, August 26th, September 23rd)

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

NO

If yes then who will manage these closed off Streets?

N/A

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

NO

7. How many people do you expect? **N/A – Apart from some increase in parking and sidewalk used downtown by artwalk attendees**

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

There may be between ONE and FOUR vendors at our “Pop Up Venues” selling wares, though some of those four tents might be used for ART DEMONSTRATION rather than sale of art/craft.

9. Will any alcohol be served or consumed at this event? (If yes provide details) **NO**

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 **POTENTIALLY** No

If yes where do you propose they set up? (MAP Location) _____
SEE ATTACHED MAP. OUR TOWN BELFAST WILL RENT UP TO FOUR TENTS TO "POP UP VENUE" ARTISTS IN THE LOCATIONS ON THE MAP. IT WILL BE FREE TO ARTISTS TO SET UP TO DO A DEMONSTRATION OR A SMALL FEE OF \$25 TO OUR TOWN BELFAST IF THEY PLAN TO SELL ART/CRAFT.

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

FREE or \$25, DEPENDING ON WHETHER OR NOT THEY ARE SELLING ART/CRAFT. SEE ATTACHED POP ART VENUE POSTER.

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

YES

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

ALLEN INSURANCE & FINANCIAL

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

SOME MUSIC AS PART OF THE ART WALK PERFORMANCES

16. How do you propose to handle garbage removal? N/A

17. How do you propose to handle parking? **STREET PARKING AND CITY LOTS**

18. How do you propose to handle security? N/A

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

20. What is your plan/need for electricity or water? **THE ART WALKS ALREADY HAVE ELECTRICITY USE AT BETTER HOMES & GARDENS AT THE CORNER OF HIGH AND MAIN AND THIS IS THE ONLY ART WALK LOCATION AT WHICH THIS MAY BE NEEDED ON CERTAIN EVENT NIGHTS.**

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

THE NEIGHBORS ARE AWARE OF THE ART WALK DATES AND ACTIVITIES

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?

GENERAL ART WALKS CONTACT:

KIMBERLY CALLAS, BELFAST CREATIVE COALITION
KIMBERLY@BELFASTCREATIVECOALITION.ORG / 207.322.9544

POP UP ARTIST VENUE CONTACT:

BREANNA PINKHAM BEBB, OUR TOWN BELFAST EXECUTIVE DIRECTOR
BRE@OURTOWNBELFAST.ORG / 207.218.1158 (OFFICE) / 207.323.9100 (CELL)

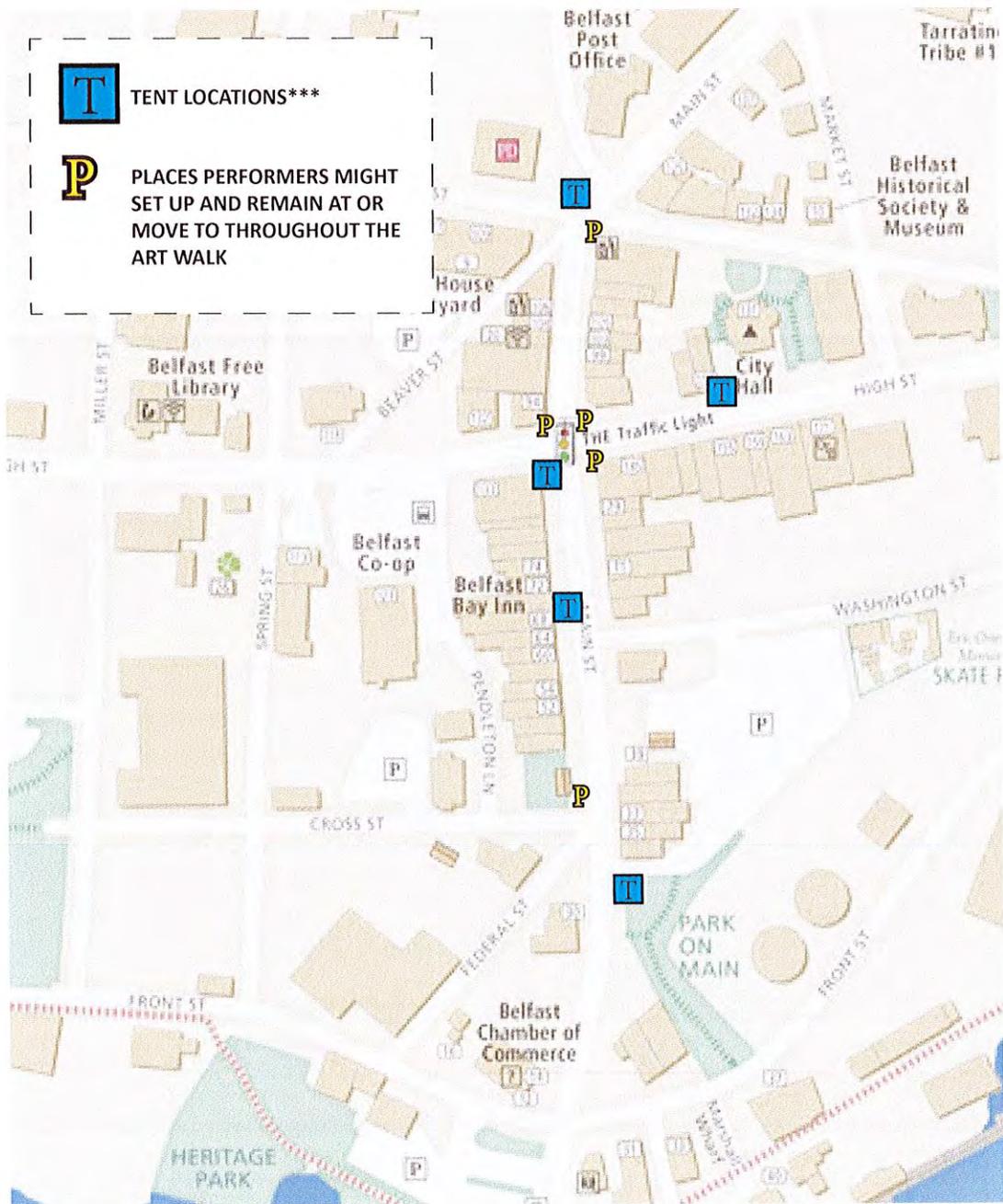
23. Are you requesting any services from the City? Be specific on the services you are asking for

NO

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.

**SEE MAP AND POP ART VENUE POSTERS ON
FOLLOWING PAGES:**



***Four Tents for Art Walk “Pop Up” Venues
 (Our Town Belfast), One Tent for Art Walk
 Information Center (Belfast Creative Coalition)



OUR TOWN BELFAST
+ Belfast **ARTS**



POP-UP ART WALK VENUES 2016

THE IDEA:

Liven up the Belfast Art Walks while promoting more local creatives and creating a draw for moving attendees throughout the entirety of the event.

OUR GOAL:

Four Pop-Up Venues at each of the 2016 Belfast Art Walks, 5:30-8pm on May 26th, June 24th, July 22nd, August 26th, September 23rd, [REDACTED].

WHERE YOU COME IN:

Are you an artist or a performer? Would you like a place to sell your work, perform your art, or present a demonstration? Help us make our Art Walks POP!

THE RULES:

Apply online at www.ourtownbelfast.org/pop to be included in any of the Art Walks listed above. In order to curate a variety of complementary activities, POP participants will be selected by the Our Town Belfast promotions committee in partnership with Belfast Arts.

WHAT YOU GET:

Pop-Up Venue Kit includes an EZ-up tent and eye-catching decorations provided by Our Town Belfast the afternoon of the Art Walk. We also include displays of Art Walk rack cards and other event information so that you can be an ambassador for all of the great activities that evening.

THE COST:

FREE for those providing a performance or demonstration at no charge.
\$25 for anyone who will have art or items for sale at their Pop-Up Venue.
Additional \$5 if you would like to also borrow a 6-foot table and folding chair.

SIGN UP AT OURTOWNBELFAST.ORG/POP

OR CONTACT US AT 218.1158 / INFO@OURTOWNBELFAST.ORG TO LEARN MORE!



FACILITY USE APPLICATION CHECKLIST

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

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

Signature _____ Date: _____

Printed Name: _____



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:
